



## MEETING AGENDA

Public comments are welcome on any topic related to the business of the Village Board at Regular and Special Meetings when received by email or in writing by the Village Clerk prior to 4:30 p.m. on the day of the meeting. Emailed comments may be sent to Village Clerk Christine Bruton at [cbruton@villageofhinsdale.org](mailto:cbruton@villageofhinsdale.org). Written comments may be submitted to the attention of the Village Clerk at 19 E. Chicago Avenue, Hinsdale, Illinois 60521. While emailed or written comments are encouraged, **public comment may also be made using Zoom** following the instructions below:

From a PC, Mac, iPad, iPhone or Android device, please click on the following URL or copy and paste to your browser.

<https://tinyurl.com/nzmemzr8>

Passcode: 312157

or join by phone:

1 312 626 6799

Webinar ID: 860 3268 1106

Passcode: 312157

If you have questions regarding communication to the Board during the meeting, please contact Assistant Village Manager/Director of Public Safety Brad Bloom at 630.789.7007.

### MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, May 4, 2021

7:30 P.M.

**This meeting will be conducted electronically. A live audio stream of the meeting will be available to the public via Channel 6 or on the Village website**

*(Tentative and Subject to Change)*

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
  - a) Regular Meeting of April 20, 2021
- 4. VILLAGE PRESIDENT'S REPORT**
- 5. OATH OF OFFICE AND SEATING OF VILLAGE BOARD MEMBERS**
- 6. ADJOURNMENT SINE DIE**

**MEETING OF THE  
VILLAGE BOARD OF TRUSTEES  
Tuesday, May 4, 2021  
7:30 P.M.  
MEMORIAL HALL – MEMORIAL BUILDING  
(Tentative & Subject to Change)**

**1. CALL TO ORDER**

**2. PROCLAMATION – BUILDING SAFETY MONTH**

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

**4. FIRST READINGS – INTRODUCTION\*\***

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

**Administration & Community Affairs (Chair Posthuma)**

- a) Approve an increase to the budget for lobbying services in the amount of \$33,000 to continue the contract with JLD Consulting through the end of November 2021, **OR:** Terminate the agreement with JLD Consulting effective June 1, 2021

**Environment & Public Services (Chair Byrnes)**

- b) Approve DuPage County joint bid purchase of bulk winter deicing salt to Compass Minerals, in the amount of \$56,791
- c) Approve an Intergovernmental Agreement (IGA) between the Tollway and the Villages of Hinsdale and Western Springs for the construction, maintenance and use of a pedestrian bridge

**Zoning & Public Safety (Chair Stifflear)**

- d) Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance and Site Plan – Dr. VanWormer-Hartman – 110 E. Ogden Avenue

**5. CONSENT AGENDA**

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

**Administration & Community Affairs (Chair Posthuma)**

- a) Approval and payment of the accounts payable for the period of April 19, 2021 through April 30, 2021, in the aggregate amount of \$495,634.07 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*
- b) Approve the CY2021 Pay Plan for Part-time employees effective May 1, 2021 through April 30, 2022 (First Reading – April 20, 2021)

**6. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

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

**Environment & Public Services (Chair Byrnes)**

- a) Approve a Resolution for Improvement Under the Illinois Highway Code (*First Reading – April 6, 2021*)
- b) Award the contract for the construction of the Eighth Street Reconstruction Project to J. Nardulli Concrete, Inc. in the amount not to exceed \$1,340,365.15 (*First Reading – April 6, 2021*)

**Zoning & Public Safety (Chair Stifflear)**

- c) Approve an Ordinance Amending Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale Relative to Permit Fees (*First Reading – April 20, 2021*)

**7. DISCUSSION ITEMS**

- a) Tollway update
- b) Liquor License Request – Zazu Salon & White Buffalo Barbershop

**8. DEPARTMENT AND STAFF REPORTS**

- a) Parks & Recreation

**9. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

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

**11. TRUSTEE COMMENTS**

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

**13. ADJOURNMENT**

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

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

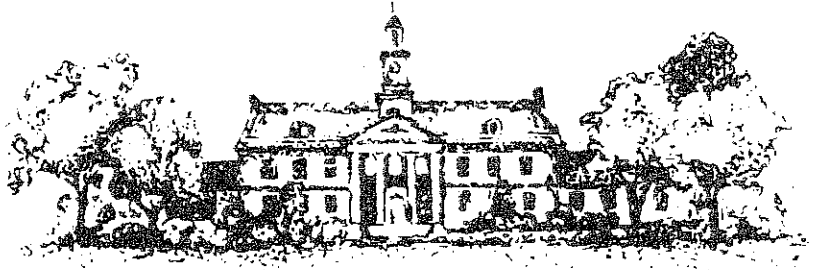
***\*\*\*Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

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

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Brad Bloom, ADA Coordinator, at 630-789-7007 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

**Website <http://villageofhinsdale.org>**





## *Proclamation*

### **Building Safety Month — May, 2021**

**WHEREAS**, our Village is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

**WHEREAS**, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, “Prevent, Prepare, Protect. Building Codes Save,” the theme for Building Safety Month 2021, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry, and;

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus, and federal agencies in protecting lives and property.

**THEREFORE, BE IT RESOLVED**, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim the month of May 2021 as Building Safety Month.

Proclaimed this 4<sup>th</sup> day of May 2021.

\_\_\_\_\_  
Tom Cauley, Village President

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
April 20, 2021**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees (conducted electronically) was called to order by Village President Tom Cauley on Tuesday, April 20, 2021 at 7:31 p.m., roll call was taken.

Present: President Tom Cauley

Participating electronically: Trustees Matthew Posthuma, Scott Banke, Luke Stifflear, Gerald J. Hughes, and Neale Byrnes

Absent: Trustee Laurel Haarlow

Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom and Village Clerk Christine Bruton

Participating electronically: Police Chief Brian King, Fire Chief John Giannelli, Assistant Finance Director Alison Brothen, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Superintendent of Parks & Recreation Heather Bereckis, and Village Engineer Dan Deeter, Village Planner Bethany Salmon, Human Resources Consultant Tracy McLaughlin

**VILLAGE PRESIDENT - INTRODUCTION**

*Good evening. Due to the ongoing public health emergency, and consistent with the Governor's most recent emergency declaration, various Executive Orders entered by the Governor, and the recent amendments made to the Open Meetings Act in Public Act 101-640, it has been determined that an in-person meeting is not practical or prudent at this time, and this meeting will therefore be conducted electronically.*

*Public comment is permitted during the Citizens Petitions portions of the meeting. I will ask persons wishing to make public comment to identify themselves before speaking, spelling their last name and stating their address.*

*If anyone wishing to speak has difficulty connecting to the meeting with ZOOM, please call Assistant Village Manager Brad Bloom at 630.789.7007*

**APPROVAL OF MINUTES**

**a) Regular Meeting of April 6, 2021**

There being no changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of April 6, 2021, as presented.** Trustee Hughes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

## **VILLAGE PRESIDENT'S REPORT**

President Cauley reported that pool passes are available, and new vehicle stickers must be displayed by May 1. The water main construction on Chicago Avenue is approximately 30% complete, and he asked that residents follow any detour signs that will be in place. He appreciates everyone's patience during this time.

He said the Farmer's Market and Art Fair are scheduled to take place, but all summer programs are contingent on compliance to State regulations. Due to the success of outdoor dining, the Village approved extending the current arrangement until the end of June. Staff is working with a consultant to develop a recommendation to review permanent outdoor dining options that balance the dining with the needs of retailers in the central business district.

President Cauley reported COVID-19 statistics including immunization numbers. The DuPage County Fairgrounds is open Monday through Saturday and taking registrations for the vaccine.

He asked Trustees to start to think about conducting Board meetings in person again. He noted that Plexiglass barriers have been installed at the dais between each seat. He also added that a hybrid might be possible, where Trustees can attend in person or by Zoom. He asked Trustees to contact the Village Clerk with their preference.

## **OATH OF OFFICE – VILLAGE TREASURER**

President Cauley introduced Ms. Andrea Lamberg who will join the Village as the next Finance Director and Village Treasurer effective May 3. He outlined her accomplishments, and administered the Oath of Office. He believes she will be a great addition and is looking forward to working with her.

## **RECOGNITION OF FIRE DEPARTMENT PERSONNEL**

### **Retirement of Deputy Fire Chief Tim McElroy**

President Cauley announced the retirement of Deputy Fire Chief Tim McElroy who has served with the Village of Hinsdale for 48 years. He added he has been a great addition to the Village and is greatly respected by his peers. He expressed gratitude and appreciation for his service, and congratulated him on his retirement.

Deputy Chief McElroy thanked President Cauley and the Board for their kind words, saying his time in Hinsdale has been a great experience and he will miss everyone.

Former Fire Chief Pat Kenny added he brought Tim on in September 2000 as Fire Inspector and that it was the best hire ever made. When Chief Kenny retired, new Chief Mike Kelley made Tim the Assistant, which provided stability and continuity in the organization. He is proud to have served next to him.

Village Manager Kathleen Gargano added she received a message of congratulations for Tim from Firefighter Dan Majeski.

Fire Chief John Giannelli thanked Tim for everything. He said he could not have asked for a better mentor; Tim helped him when he was promoted from Captain to Chief. He will be missed.

## **CITIZENS' PETITIONS**

None.

## **FIRST READINGS – INTRODUCTION**

### **Administration & Community Affairs (Chair Hughes)**

- a) **Approve the CY2021 Pay Plan for Part-time employees effective May 1, 2021 through April 30, 2022**

Trustee Hughes introduced the item related to the pay plan for part-time employees; there are 15 part-time employees across a variety of departments. It is good housekeeping practice to review periodically. Discussion followed regarding minimum and maximum pay ranges. HR Consultant Tracy McLaughlin explained the Village will have to review the pay plan as the State of Illinois raises the minimum wage in order to stay competitive. She explained the step plan, and added she expects staff will review this again next year.

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

### **Zoning & Public Safety (Chair Stifflear)**

- b) **Approve an Ordinance Amending Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale Relative to Permit Fees**

Trustee Stifflear introduced the housekeeping item, explaining that in 2019 the Board approved an increase to permit fees tied to the Consumer Price Index (CPI). The increase last year was 1.4% resulting in fees that included penny amounts. However, there have been complaints about the odd penny amounts. This ordinance recommends rounding to the nearest nickel for purposes of convenience.

President Cauley suggested rounding to the nearest dollar. Trustee Stifflear said that was discussed, but staff was sensitive to the appearance of a 'money grab'; however, he would be open to that recommendation. Discussion followed regarding how best to manage an equitable rounding up or down. Recommended changes will be incorporated into a revised ordinance for final review.

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 Banke moved **Approval and payment of the accounts payable for the period of April 5, 2021 through April 16, 2021, in the aggregate amount of \$1,187,212.87 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 Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

*The following items were approved by omnibus vote:*

- b) **Approve a Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA) (First Reading – April 6, 2021)**
- c) **Approve the CY2021 Pay Plans for Full-time, Public Services and Seasonal employees effective May 1, 2021 – April 30, 2022 (First Reading – April 6, 2021)**

**Environment & Public Services (Chair Byrnes)**

- d) **Award of Bid #20-445-1335 to Oak Brook Mechanical for the Hinsdale Police/Fire Station Boiler Replacement project in the amount of \$128,750 (First Reading – April 6, 2021)**
- e) **Award year two of the three year contract with Clark Environmental Mosquito Management, Inc. for annual mosquito abatement services in an amount not to exceed \$55,496**

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

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

**SECOND READINGS / NON-CONSENT AGENDA – ADOPTION**

**Administration & Community Affairs (Chair Hughes)**

- a) **Approve an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses (Discussion as First Reading – April 6, 2021)**  
Trustee Hughes introduced the item for an increase in the number of allowable B2-Restaurant licenses to accommodate the request from the owner of Yia Yia's Pancake House. This was a discussion item at the last meeting of the Village Board.  
Trustee Hughes moved to **Approve an Ordinance Amending Subsection 3-3-13A of the Village Code of Hinsdale Related to the Number of Liquor Licenses**. Trustee Byrnes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

**Zoning & Public Safety (Chair Stifflear)**

- b) **Approve an Ordinance Approving Variations Relative to Phase II of the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500**

**S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 – ZBA Case Number V-06-20 (First Reading – April 6, 2021)**

Trustee Stifflear introduced this item and the following stating both are for the Phase 2 expansion of Hinsdale Central High School. These items encompass a one-story fine arts building and entry plaza, a two-story student services and special education building, replacement of the grandstand and press box, a ticket booth, backstop replacements, fence installations, and parking lot lighting. On January 20, the Zoning Board of Appeals (ZBA) held a public hearing and, under their authority, approved construction of the grandstand and press box. The other variation requests were recommended unanimously to the Village Board for approval. He noted the standards for granting variances were met; Mr. Nick Graal, architect for the project provided a project overview to the Board at their last meeting. There were no additional comments or questions at that time.

Trustee Stifflear moved to **Approve an Ordinance Approving Variations Relative to Phase II of the Replacement and/or Construction of New Improvements for Hinsdale Central High School at 5500 S. Grant Street, Hinsdale, Illinois – Hinsdale Township High School District 86 – ZBA Case Number V-06-20**. Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

c) **Approve an Ordinance Approving an Exterior Appearance and Site Plans for Phase II Improvements for Hinsdale Central High School at 5500 S. Grant Street – Hinsdale Township High School District 86 (First Reading – April 6, 2021)**

Trustee Stifflear introduced the item as described above, adding this was reviewed and unanimously recommended by the Plan Commission. There were no resident objections.

Trustee Stifflear moved to **Approve an Ordinance Approving an Exterior Appearance and Site Plans for Phase II Improvements for Hinsdale Central High School at 5500 S. Grant Street – Hinsdale Township High School District 86**. Trustee Posthuma seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

d) **Approve an Ordinance Approving a Lot Coverage Variation at 33 S. Garfield Street, Hinsdale, Illinois – Flynn- ZBA Case Number V-02-21 (First Reading – April 6, 2021)**

Trustee Stifflear introduced the item to approve a variance request unanimously recommended by the ZBA following a public hearing held on February 17. This is a request for relief from the total lot coverage requirement of 80% to 86.3%. He added this is a 118-

year old building, tenants will remain the same, and approval will make this property a legal non-conforming property. There were no resident concerns regarding this request.

Trustee Stifflear moved to **Approve an Ordinance Approving a Lot Coverage Variation at 33 S. Garfield Street, Hinsdale, Illinois – Flynn- ZBA Case Number V-02-21**. Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **DISCUSSION ITEMS**

**a) Tollway update**

Assistant Village Manager/Director of Public Safety Brad Bloom reported there is no update at this time.

**b) Computer System Conversion (ERP) update**

Ms. Gargano introduced Mr. Dave Vannorsdel, the project manager working on the MUNIS conversion. He has been working with Finance Department staff since 2020.

Mr. Vannorsdel described the legacy environment. He said the financials and payroll have been converted. Still in process is utility and general billing, and some minor HR enhancements. It is anticipated that next year citizen self-service, permitting, and the switch to a more compatible credit card gateway will be implemented. He hopes to have utility billing and general billing tested and ready to go on July 1. This date coincides with the expiration of the current software license for these applications. He asked Trustees to make water rate changes by May 18 to allow time to test and implement. He added that parking systems are not budgeted, but hopes to look at this when everything else is done. He reported the costs to date, but noted the project is still on budget. Trustee Hughes pointed out that hard dollar costs do not include substantial staff time. Providing modern, automated services should result in some efficiency improvements. It will take time to find them, but these improvements should lead to some hard dollar savings.

### **DEPARTMENT AND STAFF REPORTS**

a) Community Development

b) Engineering

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

### **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

None.

## CITIZENS' PETITIONS

None.

## TRUSTEE COMMENTS

Trustee Hughes referenced the proposed May 18 deadline suggested by Mr. Vannorsdel for water rate changes. He reported a meeting a month ago with Finance Commission members that resulted in a good discussion. They explored different scenarios, and provided a more detailed analysis of the impact on the overall revenue picture, identifying specific water accounts and customer groups. They had to build a model including all 6,000 accounts, noting usage patterns, fixed fees, and rate structures. These are our tools to close the revenue gap. The goal is to get to more environmentally responsible incentives, and be less sensitive to low usage years, and to minimize the impact to low volume users.

Trustee Posthuma asked about the deadline. Ms. Gargano explained the revenue impact, and that staff would like to do parallel testing. After June 30, the Village will lose current software support. She explained the attempts to negotiate with the provider for month-to-month support, but they would only consider a full year. She said staff is sensitive to accuracy because this goes to resident's homes, and the goal is for it to be as seamless as possible.

Mr. Vannorsdel added if the Board wants to implement this at a later date, it can be done. Trustee Hughes noted we are going into the heavy revenue months, and Trustee Byrnes cautioned this is a complicated application, and the May 18 deadline may be difficult.

## ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Byrnes moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of April 20, 2021.** Trustee Hughes seconded the motion.

**AYES:** Trustees Posthuma, Banke, Stifflear, Hughes, and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

Meeting adjourned at 8:29 p.m.

ATTEST: \_\_\_\_\_  
Christine M. Bruton, Village Clerk



Administration

**AGENDA SECTION:** First Reading – ACA  
**SUBJECT:** Contract Renewal JLD Consulting Group  
**MEETING DATE:** May 4, 2021  
**FROM:** Bradley Bloom, Assistant Village Manager/Director of Public Safety.

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**Recommended Motion**

Approve an increase to the budget for lobbying services in the amount of \$33,000 to continue the contract with JLD Consulting through the end of November 2021

**Or**

Terminate the agreement with JLD Consulting effective June 1, 2021.

**Background**

JLD Consulting provides lobbying services related to the Tollway expansion project. On November 17, 2020, the Village Board approved a contract extension with JLD Consulting covering the period of December 1, 2020 through November 30, 2021. Due to the unknown impact that the pandemic would have on revenues the 2021 budget included 5 months of funding for this contract. If the Board wishes to continue the contract through November 30, 2021, it would be necessary to increase the budget for lobbying services by \$33,000 (\$5,500 x 6 months).

**Discussion & Recommendation**

The Village continues to negotiate a number of issues with the Tollway many of which are related to the Hinsdale Oasis. Staff recommends continuing the contract with JLD Consulting and funding this position through the end of the current agreement ending on November 30, 2021.

**Budget Impact**

Funding the contract with JLD Consulting would result in an increase to the budget by \$33,000. Staff has discussed this increase with the Interim Finance Director who believes that Village revenues received in the first two quarters of this year can support the proposed budget increase. If the Board wishes to terminate the agreement the contract requires 30 days notice.

**Village Board and/or Committee Action**

None

**Documents Attached**

1. RBA Approving Contract with JLD, November 17, 2020.
2. Contract with JLD Consulting

Administration

**AGENDA SECTION:** Agenda Section – Second Reading Non-Consent Agenda-ACA

**SUBJECT:** Contract Renewal JLD Consulting Group, LLC

**MEETING DATE:** November 17, 2020

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

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**Recommended Motion**

Approve a contract with JLD Consulting Group, LLC at an amount to not exceed \$5,500 per month starting December 1, 2020 and ending November 30, 2021.

**Background**

On November 5, 2019 the Village Board approved a contract with JLD Consulting Group, LLC to perform lobbying services related to the Tollway expansion project. Since 2016, the Village has been impacted by the Tollway expansion project. This is due to the physical changes and impact to our residents and parks through the construction, but also, the very real loss of revenue when the Tollway Oasis is removed for the widening. The Oasis will not be replaced in its current form, rather the Village has an agreement with the Tollway allowing the Village to redevelop the Oasis property. This is extremely important for the Village as the Oasis is one of the largest revenue sources for the Village. The success of the Oasis directly impacts the operating budget of the Village. The continued use of a lobbyist is recommended to provide continual monitoring of legislative and other threats and to champion the Hinsdale position related to the expansion to key statewide leaders and those leaders within the Tollway Authority.

**Discussion & Recommendation**

In May 2019, the Village approved an intergovernmental agreement (IGA) with the Tollway. This initial IGA focused on impacts due to the construction activities. At the October 1, 2019 Village Board meeting a contract was approved for the Village to continue utilizing the services of attorney Bill Ryan to negotiate the second IGA with the Tollway. The initial IGA approved in May provides the Village the ability to redevelop the property at the Oasis subject to Tollway approval. While Mr. Ryan will focus on the legal side of preparing the IGA, the second IGA will require a significant amount of work with Tollway officials, including meeting with and potentially appearing before the Tollway Board to complete. It is staff's recommendation to continue to retain the lobbyist services and enter into a successor agreement beginning December 2020 and ending November 30, 2021. The new agreement includes language allowing either party to terminate the agreement with 30 days' notice.

Staff has made it clear to the lobbyist that we will continue to evaluate the value of retaining the lobbyist during the first two quarters of the fiscal year and may be forced to terminate the agreement due to shortfalls in revenue projection.

**Budget Impact**

The draft 2021 budget includes funding for this contract for 6 months.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Contract with JLD Consulting



**JLD CONSULTING GROUP, LLC**

220 N. Green St.  
Chicago, Illinois 60607  
312.600.4007 (Direct) 708.417.4477 (Cell)  
312.600.4007 (Fax)  
jd@jldgrp.com

November 11, 2020

**Via Email Transmission:**

Kathleen Gargano  
Village Manager  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521

Re: ***Government Relation Services and Strategic Consulting***

Dear Ms. Gargano:

Please allow this correspondence to serve as a proposal, which if its terms are agreeable, will act as a Retainer Agreement between the **Village of Hinsdale ("Village of Hinsdale")** and **JLD Consulting Group, LLC ("JLD CONSULTING GROUP, LLC")** regarding the above-referenced matter. It is our practice to confirm with an engagement letter certain understandings regarding the manner in which JLD CONSULTING GROUP, LLC will perform and bill for our services.

This correspondence outlines the services JLD CONSULTING GROUP, LLC can provide "VILLAGE OF HINSDALE" with regard to Government Relations Services and Strategic Consulting. With a principal that has nearly a decade of governmental expertise at the highest level in Illinois, we have successfully navigated the interests of business and government on behalf of our clients, achieving results on the state, county and municipal level. We look at governmental consulting through a business lens and apply principles and advice that is a value creator for our clients.

The JLD CONSULTING GROUP, LLC members have experience with all phases of representation before governmental bodies. We blend this with strong business expertise to set us apart from our competitors. JLD CONSULTING GROUP, LLC will provide representation and assistance to you in this manner.

**Statement of Work:**

It is understood and agreed, pursuant to this agreement, that JLD Consulting Group, LLC shall provide the following services:

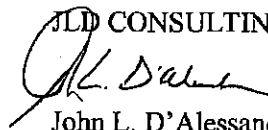
- Assist the Village of Hinsdale in continuing to strengthen, maintain, and further engage with members of the Illinois Legislature, Governors Office, and other State Governmental bodies and authorities.
- Support the Village of Hinsdale in crafting and messaging projects with the Illinois Toll Highway Authority.
- Work directly with the Illinois State Toll Highway Authority on projects that impact the Village of Hinsdale.
- Provide regular updates and reports as directed.
- Provide insight and strategy on any impactful legislation or policy proposals at the various levels of government
- Provide crisis management.
- Shall assist, advise, and consult with Village of Hinsdale on other matters as requested from time to time.

It is further understood and agreed that the scope of services to be rendered does not include the rendering of any legal services to, legal representation of or legal advice to VILLAGE OF HINSDALE. It is also understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD Consulting Group, LLC, commits to using its best professional efforts at all times on behalf of VILLAGE OF HINSDALE, but cannot offer any promises or guarantees as to results.

JLD CONSULTING GROUP, LLC looks forward to working with you on this important endeavor.

Very truly yours,

JLD CONSULTING GROUP, LLC



John L. D'Alessandro, President

### AGREEMENT

The following constitutes the Articles of Agreement between JLD Consulting Group, LLC (JLD CONSULTING GROUP, LLC), and Village of Hinsdale (CLIENT):

1. This Agreement shall begin December 1, 2020 and will continue until November 30, 2021 provided that either party may terminate the Agreement at any time upon thirty-days written notice.

2. Throughout the term of this Agreement, JLD CONSULTING GROUP, LLC shall perform all services as an independent contractor and not as an employee of CLIENT. As an independent contractor, it is understood and agreed that JLD CONSULTING GROUP, LLC shall perform services only at the direction of CLIENT or as CLIENT shall otherwise specify. JLD CONSULTING GROUP, LLC's primary contact on this matter shall be John D'Alessandro. CLIENT's primary contact shall be Kathleen Gargano.

3. It is understood and agreed, pursuant to this Agreement, that JLD CONSULTING GROUP, LLC shall provide the following services detailed under "Statement of Work".

It is further understood and agreed that the scope of services to be rendered pursuant to this paragraph 3 does not include the rendering of any legal services to, legal representation of or legal advice to CLIENT.

4. The manner in which the services are to be performed and the specific hours to be worked by JLD CONSULTING GROUP, LLC shall be determined by JLD CONSULTING GROUP, LLC. It is understood and agreed that CLIENT will rely on JLD CONSULTING GROUP, LLC to work as many hours as may reasonably be necessary to fulfill JLD CONSULTING GROUP, LLC's obligations under this Agreement.

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5. The fee for the services provided by JLD CONSULTING GROUP, LLC and set forth in paragraph 3 of this Agreement shall be \$5,500 per month. JLD CONSULTING GROUP, LLC shall bill CLIENT monthly and CLIENT shall pay each monthly bill within 30 days of CLIENT's receipt of each such bill.

It is further understood and agreed that any and all monies paid by CLIENT to JLD CONSULTING GROUP, LLC shall not be made from any unallowable sources. By signing this Agreement, CLIENT certifies that none of the monies it will utilize to pay JLD CONSULTING GROUP, LLC for its services pursuant to this Agreement are or will be in violation of the provisions of: (1) Ill. Adm. Code, Title 89, Part 509, Section 509.20 *et seq.* (Allowable/Unallowable Costs); (2) any contracts, policies, rules or laws of the State of Illinois and any agencies and departments thereof; and (3) any federal laws, rules or regulations, if applicable.

It is also understood and agreed that any expenses incurred in providing services under this Agreement shall be borne by JLD CONSULTING GROUP, LLC unless prior approval for specified expenses is granted by CLIENT.

6. JLD CONSULTING GROUP, LLC shall comply with all applicable laws and regulations with respect to registration and other matters required by law if lobbying is required on behalf of the CLIENT. JLD CONSULTING GROUP, LLC shall conduct itself in providing services to CLIENT in compliance with the highest ethical standards.

7. It is understood and agreed that this Agreement is not contingent upon the outcome of any services rendered, including but not limited to the passage or defeat of any specific legislation, the final version or content of any legislation or the obtaining or failure to obtain any specific contract, job or grant. JLD CONSULTING GROUP, LLC commits to using

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its best professional efforts at all times on behalf of CLIENT, but cannot offer any promises or guarantees as to results.

8. JLD CONSULTING GROUP, LLC's employees who perform services for CLIENT under this Agreement shall also be bound by the provisions of this Agreement.

9. In recognition of the unique rights and duties of the parties to this Agreement, the parties hereby waive any and all rights to transfer or assign the rights and duties of this Agreement.

10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services set out in paragraph 3.

11. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. This Agreement shall be governed by the law of the State of Illinois

If the terms and conditions set forth in this Agreement are acceptable, please make this a binding Agreement by signing where indicated and returning a copy to JLD CONSULTING GROUP, LLC either by mail or fax.

JLD CONSULTING GROUP, LLC

By:



John D'Alessandro, President



November 11, 2020  
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Dated: 11-11-2020

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

Kathleen Gargano, Village Manager

Dated: \_\_\_\_\_

Public Services &  
Engineering

**AGENDA SECTION:** First Reading - EPS

**SUBJECT:** Contract Award – DuPage County Joint Bid - Bulk Rock Salt

**MEETING DATE:** May 4, 2021

**FROM:** George Peluso, Director of Public Services

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**Recommended Motion**

Approve DuPage County joint bid purchase of bulk winter deicing salt to Compass Minerals, in the amount of \$56,791.

**Background**

Annually, the Village cooperatively solicits bids and bulk purchases winter deicing salt with the State of Illinois and DuPage County. As part of the joint purchase, the Village requests a total of 1400 tons of salt (700 tons per contract). Both contracts require that the Village purchase a minimum of 80% of its allotment, which is 1120 tons (560 tons per contract). There is also a provision in the DuPage County contract that allows the Village to purchase up to 130% of the allotment in the event that winter conditions require additional salting.

In April of 2021, DuPage County informed the Village they had renewed their Bulk Rock Salt Contract with Compass Minerals for the 2021-22 season. Compass Minerals agreed to renew the contract, without a rate increase, at a price of \$81.13 per ton, for a total of \$56,791.

The Village is waiting on the bid award for the State of Illinois salt contract. This contract is typically awarded in October.

**Discussion & Recommendation**

The 2021 CY Budget includes a total of \$88,473 for bulk rock salt. To date, the Village has spent a combined \$87,326 on the 2020-21 bulk rock salt contracts, which is \$ 1,147 under budget.

It is important to note that the majority of the salt purchased under both the 2021 DuPage County and the State of Illinois Bulk Rock Salt Programs will be budgeted for and purchased in the 2022 CY Budget. Although most of the bulk rock salt in these contracts is for next year, the DuPage County contract requires a commitment from the Village at this time in order to secure our place within the program.

Vendor	Total Cost (80%)	Total Cost (100%)
Compass Minerals (DuPage County)	\$45,432.80	\$56,791

**Budget Impact**

Staff is recommending that the Village Board approve the DuPage County joint bid contract to Compass Minerals in the amount of \$56,791. The Public Services Department will monitor salt usage to keep costs as close to the budgeted amount without altering operations.



## REQUEST FOR BOARD ACTION

### **Village Board and/or Committee Action**

N/A

### **Documents Attached**

1. DuPage County – Contract Award

**GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES**

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

**A – EARLY DELIVERY** – 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$ 340,440.00
TOTAL GROUP 2-A				\$ 340,440.00

**B – STANDARD DELIVERY** – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	UNIT PRICE	EXTENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$ 4,463,772.60
TOTAL GROUP 2-B				\$ 4,463,772.60
UNIT COST PER TON FOR QUANTITIES BETWEEN 130% AND 150% OF PROJECTED USAGE			\$ 91.13	

Administration

**AGENDA SECTION:** First Reading EPS

**SUBJECT:** Intergovernmental Agreement with Tollway for a Pedestrian Bridge.

**MEETING DATE:** May 4, 2021

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

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**Recommended Motion**

Approve an Intergovernmental Agreement between the Tollway and the Villages of Hinsdale and Western Springs for the construction, maintenance and use of a pedestrian bridge.

**Background**

On May 6, 2019, the Village entered into an Intergovernmental Agreement (IGA) with the IL Tollway Authority to compensate the Village for property, and address park and other issues related to the Tollway's plans to widen the Tri-State Tollway through Hinsdale. Amongst the issues covered in the IGA was the removal of the current pedestrian bridge which crosses over the Tollway at Minneola Street and the replacement of the pedestrian bridge by the Tollway per a future agreement. With input from residents living adjacent to the current location of the pedestrian bridge along with survey results from pedestrian bridge users, the Village Board recommended relocating the pedestrian bridge to be adjacent to Chicago Ave thus connecting Veeck Park in Hinsdale to Spring Rock Park in Western Springs.

On July 16, 2020, the Village Board considered different pedestrian bridge design options. The consensus of the Village Board was to recommend a "modified Prat" design with vertical pickets and that the bridge to be painted black. The Western Springs Village Board is in agreement with Hinsdale's design recommendations. Additionally, the Village Board has agreed to pay the cost of a stained wall to match the color of the Oak Street Bridge wall located in Veeck Park at the approach to the pedestrian bridge.

Village staff and attorney William Ryan, who represents the Village on Tollway matters have met with Tollway representatives as well as staff from Western Springs on multiple occasions to negotiate this IGA.

**Discussion & Recommendation**

The proposed IGA calls for the Tollway to be responsible for all engineering and construction costs with the exception of the Village's design changes to the approach wall. The design changes to the approach wall are estimated to cost \$38,400. If after bidding, the cost exceeds the estimated cost the Village will have the option not to proceed with these design changes. The IGA also includes the following terms:

- Routine maintenance costs not to exceed \$20,000 annually (subject to budget and exclusive of design enhancements).

- Maintenance costs for design enhancements (painting bridge and staining of the approach walls).
- Indemnification of Tollway liability related to Hinsdale's failure to perform routine maintenance. (Western Springs has identical indemnification, and Tollway is indemnifying both towns for design, construction, structural maintenance, and their share of routine maintenance.)

Staff and attorney William Ryan recommend Village Board approval of this IGA.

**Budget Impact**

The Village cost for the design changes is \$38,400. This will be added to the 2022 Capital Improvement Plan.

**Village Board and/or Committee Action**

None

**Documents Attached**

1. Intergovernmental Agreement with Tollway, Hinsdale and Western Springs including Exhibit A.
2. Design renderings

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

This INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into upon the last dated signature below, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, ("ILLINOIS TOLLWAY"), THE VILLAGE OF WESTERN SPRINGS, a municipal corporation of the State of Illinois, ("WESTERN SPRINGS"), and THE VILLAGE OF HINSDALE, a municipal corporation of the State of Illinois, ("HINSDALE") each of the above may be individually referred to as "PARTY" or "PARTIES".

**RECITALS:**

WHEREAS, in order to promote the public welfare and facilitate vehicular traffic by providing convenient, safe, modern and limited access highways within and through the State of Illinois, the ILLINOIS TOLLWAY intends to improve the Tri-State Tollway (I-294) from 95<sup>th</sup> Street (Mile Post 17.5) to Balmoral Avenue (Mile Post 40.0), (sometimes referred to as "Toll Highway"), in accordance with ILLINOIS TOLLWAY construction(s) including but not limited to Design Contract # I-18-4424, ("PROJECT"), by making the following improvements:

Removing the existing pedestrian bridge structure over I-294 near Maple Street in WESTERN SPRINGS, and Minneola Street in HINSDALE, at approximately Milepost 27.1, including the existing path and railing, and constructing a new pedestrian bridge structure, over I-294 and Flagg Creek with entry/exit points in Spring Rock Park in WESTERN SPRINGS and Veeck Park in HINSDALE, including new sloped ramps and retaining walls adjacent to 47<sup>th</sup> Street, at approximately Milepost 26.5, ("Bridge").

WHEREAS, the ILLINOIS TOLLWAY and HINSDALE executed an Intergovernmental Agreement dated May 6, 2019 memorializing that the ILLINOIS TOLLWAY, HINSDALE and WESTERN SPRINGS will document the maintenance responsibilities for the Bridge constructed over I-294 by the ILLINOIS TOLLWAY and HINSDALE agrees to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all property rights necessary for construction and operation of the new pedestrian bridge;

WHEREAS, the ILLINOIS TOLLWAY and WESTERN SPRINGS executed an Intergovernmental Agreement dated May 24, 2019 memorializing that the ILLINOIS TOLLWAY, WESTERN SPRINGS and HINSDALE will document the maintenance responsibilities for the Bridge constructed over I-294 by the ILLINOIS TOLLWAY and WESTERN SPRINGS agrees to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all property rights necessary for construction and operation of the new pedestrian bridge;

WHEREAS, the PARTIES, by this AGREEMENT, which for ILLINOIS TOLLWAY recording purposes shall be known as IGA # \_\_\_\_\_, desire to determine and establish their respective responsibilities regarding maintenance of the Bridge as proposed;

WHEREAS, the ILLINOIS TOLLWAY, as part of the PROJECT, is applying its corridor wide aesthetic standard treatments on the Bridge;

WHEREAS, WESTERN SPRINGS and HINSDALE request that the ILLINOIS TOLLWAY include in its PROJECT, aesthetic improvements beyond that of the ILLINOIS TOLLWAY standard treatments for the Bridge, by adding at no cost, except as set forth in Section V., Paragraph D. of this AGREEMENT, the following improvements ("ENHANCEMENTS"):

Ornamental vertical fencing along the approaches and on the Bridge. The ornamental vertical fencing will be painted black.

Concrete pedestals with space for respective village plaques on both pedestals at the entrances to each path approach.

Custom formliner and/or stain of the retaining wall and related maintenance will be at cost of the PARTY requesting work.

WHEREAS, the ILLINOIS TOLLWAY agrees to include the ENHANCEMENTS in its PROJECT, subject to reimbursement as applicable, and acceptance of maintenance responsibilities, as applicable, by WESTERN SPRINGS and HINSDALE;

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

WHEREAS, WESTERN SPRINGS, and HINSDALE, by virtue of powers set forth in the Illinois Municipal Code, 65 ILCS 5/1-1, *et seq.*, and pursuant to Board approval is authorized to enter into this AGREEMENT;

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

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

## **I. ENGINEERING**

- A. The ILLINOIS TOLLWAY agrees, at its sole expense, to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.



- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to WESTERN SPRINGS and HINSDALE by the ILLINOIS TOLLWAY.
- C. WESTERN SPRINGS and HINSDALE shall review the plans and specifications which impact their respective maintained facilities within fifteen (15) calendar days of receipt thereof. If the ILLINOIS TOLLWAY does not receive comments or objections from WESTERN SPRINGS and/or HINSDALE within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by WESTERN SPRINGS and HINSDALE shall mean WESTERN SPRINGS and HINSDALE agree with all plans and specifications, including alignment and location of the PROJECT improvements which impact their respective maintained facilities. In the event of disapproval, WESTERN SPRINGS and/or HINSDALE, will detail in writing its objections to the ILLINOIS TOLLWAY's proposed plans and specifications.
- D. Any dispute concerning the plans and specifications shall be resolved in accordance with Section IX of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including assuring all permits and approvals (U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago (SWPPP), Cook County, Illinois Environmental Protection Agency, etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility, etc.) as may be required for the PROJECT are secured by the PARTIES in accordance with general project schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and to comply with all applicable Federal, State, and local regulations and requirements pertaining to proposed PROJECT work.
- F. Upon full execution of this AGREEMENT, HINSDALE shall, at no cost, grant, permit, and allow the ILLINOIS TOLLWAY and its contractors access, ingress, and egress, excluding any parking spaces to Veeck Park for the purpose of construction and maintenance of the PROJECT. The contractor and HINSDALE, by separate agreement will address parking, storage and restoration.

## **II. RIGHT OF WAY**

The transfer of property interests is not anticipated between the PARTIES for this AGREEMENT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities anticipated.

### **III. UTILITY RELOCATION**

- A. The ILLINOIS TOLLWAY agrees to provide WESTERN SPRINGS and HINSDALE, as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing WESTERN SPRINGS or HINSDALE rights-of-way which require adjustment as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of improvements.
- C. WESTERN SPRINGS and HINSDALE agree to issue all required permits for the PROJECT and cooperate with necessary adjustments to existing utilities located within existing WESTERN SPRINGS or HINSDALE right-of-way. They similarly will issue all necessary permits on proposed WESTERN SPRINGS or HINSDALE right-of-way where improvements to a WESTERN SPRINGS or HINSDALE local roadway are proposed by WESTERN SPRINGS or HINSDALE, to be done in conjunction with the PROJECT. The aforementioned permits shall be issued at no expense to the ILLINOIS TOLLWAY.
- D. The ILLINOIS TOLLWAY agrees to make arrangements for and issue all permits for the PROJECT and make all required adjustments to utility facilities located on existing ILLINOIS TOLLWAY rights-of-way, and on proposed ILLINOIS TOLLWAY right-of-way, which are outside areas of WESTERN SPRINGS or HINSDALE jurisdiction, where improvements to ILLINOIS TOLLWAY facilities are proposed to be done as part of the PROJECT, The ILLINOIS TOLLWAY shall issue the required permits at no expense to WESTERN SPRINGS or HINSDALE.
- E. At all locations where utilities that are located on the right-of-way of WESTERN SPRINGS or HINSDALE must be adjusted due to work proposed by the ILLINOIS TOLLWAY, WESTERN SPRINGS and HINSDALE agree to (i) cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility, and (ii) issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY. Further, The ILLINOIS TOLLWAY agrees to reimburse and/or credit WESTERN SPRINGS or HINSDALE for any and all out of pocket costs that may be incurred by WESTERN SPRINGS or HINSDALE in causing the aforementioned utility or utilities to be adjusted.

### **IV. CONSTRUCTION**

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, provide construction engineering inspections for, and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications.

- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect WESTERN SPRINGS or HINSDALE shall be submitted to WESTERN SPRINGS or HINSDALE for approval prior to commencing such work. WESTERN SPRINGS or HINSDALE shall review the proposed deviations and indicate approval or disapproval in writing within fifteen (15) calendar days after receiving the proposed deviation. If the proposed deviation to the plans and specifications are not acceptable, WESTERN SPRINGS or HINSDALE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from WESTERN SPRINGS or HINSDALE within the fifteen (15) calendar day review period, the proposed deviation shall be deemed approved by WESTERN SPRINGS or HINSDALE.
- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect WESTERN SPRINGS or HINSDALE, the ILLINOIS TOLLWAY shall provide WESTERN SPRINGS or HINSDALE no less than five (5) calendar days written notice of its intent to proceed with construction of the PROJECT.
- D. WESTERN SPRINGS or HINSDALE and its authorized agents shall have all reasonable rights of inspections (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the WESTERN SPRINGS' and HINSDALE's systems. WESTERN SPRINGS and HINSDALE shall assign personnel to perform inspections on their individual behalf for all work included in the PROJECT that affects their respective systems and shall deliver written notices to the Chief Engineering Officer of the ILLINOIS TOLLWAY advising the ILLINOIS TOLLWAY of the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be delivered by any PARTY shall be delivered as indicated in Section IX of this Agreement.
- F. The ILLINOIS TOLLWAY shall give notice to WESTERN SPRINGS and HINSDALE upon completion of 70% and 100% of the PROJECT to be subsequently maintained by WESTERN SPRINGS or HINSDALE and WESTERN SPRINGS and HINSDALE shall make an inspection thereof not later than seven (7) calendar after notice thereof. If WESTERN SPRINGS or HINSDALE does not perform a final inspection within seven (7) calendar days after receiving notice of completion of 100% of the PROJECT or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted. The ILLINOIS TOLLWAY's representative shall participate in such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, WESTERN SPRINGS' or HINSDALE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency, and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Chief Engineering Officer of the ILLINOIS

TOLLWAY. The identified deficiencies shall be subject to joint re-inspection upon completion of the corrective work. WESTERN SPRINGS or HINSDALE shall perform the joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after the Contract(s) was entered into, in accordance with the Canceled Items Provision 109.06 included in the most current version of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

## **V. FINANCIAL**

- A. Except as provided below, The ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, construction engineering, and construction costs.
- B. WESTERN SPRINGS and HINSDALE may request, after the construction contract(s) are let by the ILLINOIS TOLLWAY, that supplemental work be added to the construction contract(s). The ILLINOIS TOLLWAY will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT. The OTHER PARTY requesting or causing said supplemental work or more costly substitute work shall pay for the cost increases of said work in full.
- C. The ILLINOIS TOLLWAY agrees to fund and construct the removal and replacement of the Bridge over I-294, provided, however that all PARTIES agree to provide, at no additional cost to the ILLINOIS TOLLWAY, any and all permits necessary for demolition, construction and operation of the Bridges.
- D. The ILLINOIS TOLLWAY and HINSDALE agree that the estimated cost to HINSDALE for the ENHANCEMENTS to the retaining wall are \$6,400 for the formliner, and \$32,000 for the staining which Hinsdale shall be responsible for paying. If actual bid costs exceed estimates, HINSDALE may, within thirty (30) days upon notification from the ILLINOIS TOLLWAY of the increased costs, cancel its request to include the ENHANCEMENTS in the PROJECT.

## **VI. MAINTENANCE - DEFINITIONS**

- A. The term "local" means any PARTY to this AGREEMENT other than the ILLINOIS TOLLWAY. With respect to this AGREEMENT, it means WESTERN SPRINGS and HINSDALE.

- B. The term "local roadway" refers to any highway, road, street, or pedestrian/bike path under the jurisdiction of WESTERN SPRINGS or HINSDALE.
- C. The terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE - RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI. Maintenance includes but is not limited to:
  - 1. "Routine Maintenance" refers to the day to day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, graffiti removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
  - 2. "Structural Maintenance" refers to the integrity of the grade separation structure, including abutments and piers, bridge girders/beams, bridge deck (except wearing surface), expansion joints, retaining walls, and drainage structures.
- D. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only, and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.
- E. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication.
- F. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- G. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice provided or, in the case of the ILLINOIS TOLLWAY, it may

proceed with the proposed action if deemed necessary by the Chief Engineering Officer.

- H. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.
- I. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge unless otherwise specified.
- J. There are three types of bridge structures that intersect the ILLINOIS TOLLWAY rights of way:
  - 1. Type 1. An intersection where a grade separation structure has been constructed to carry the Toll Highway over a local roadway, or pedestrian/bike path.
  - 2. Type 2. An intersection where a grade separation structure has been constructed to carry the local roadway, or pedestrian/bike path over the Toll Highway.
  - 3. Type 3. An intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local roadway and the Toll Highway.

**VII. MAINTENANCE - RESPONSIBILITIES** The goal of this Section VII of the AGREEMENT is to set forth the obligations of each respective party regarding the maintenance of the Bridge improvements.

- A. The ILLINOIS TOLLWAY agrees to maintain I-294 within the limits of this PROJECT in its entirety.
- B. WESTERN SPRINGS and HINSDALE, at their own respective costs, agree to perform Routine Maintenance on the pedestrian access path and those portions of the Bridge improvements as identified in Paragraph C.1. and C.2. below, and depicted in their respective areas in "EXHIBIT A" attached. WESTERN SPRINGS and HINSDALE are not responsible to perform or to pay for any type of replacement work and Structural Maintenance work or improvements relative to the Bridge improvements as identified in Paragraph C. below. The ILLINOIS TOLLWAY, at its costs, agrees to maintain or cause to be maintained the portion of the Bridge, as identified in Paragraph C.3. below. Notwithstanding anything in this AGREEMENT to the contrary, the ILLINOIS TOLLWAY, at its cost, shall be responsible for all replacement work and Structural Maintenance work or improvements relative to the Bridge.

- C. The Bridge under this AGREEMENT is of the following type as described in Section VI above.

Bridge Structure Type	Affected Roadway	IDOT Structure Number	ILLINOIS TOLLWAY Bridge Number
2	Pedestrian Bridge over I-294	016-2609	255

1. WESTERN SPRINGS and HINSDALE, at their own respective costs, agree to be responsible for the Routine Maintenance for their respective areas shown in red (WESTERN SPRINGS) or blue (HINSDALE) in EXHIBIT A, including the ENHANCEMENTS.
2. Subject to the cap on annual contributions set forth below in subsection C.2.c., WESTERN SPRINGS and HINSDALE agree to share equally in the Routine Maintenance costs described below in subsection C.2.a for the area shown in green in EXHIBIT A.
  - a. The following portions of the grade elevation structure as set forth in EXHIBIT A, including:
    - i. The Bridge deck wearing surface in the areas shown in green on EXHIBIT A;
    - ii. All railings and fences installed on the approaches and Bridge;
    - iii. Any approved signs and pavement markings installed by WESTERN SPRINGS or HINSDALE;
    - iv. All requested ENHANCEMENTS;
    - v. Graffiti removal performed at the discretion of WESTERN SPRINGS and HINSDALE upon advance written approval of the ILLINOIS TOLLWAY for the area shown in green in EXHIBIT A;
    - vi. At the discretion of WESTERN SPRINGS and HINSDALE removal of litter and debris, cleaning drainage facilities above structural beams and girders, and ice and snow removal accomplished in such a manner as to not block or obstruct I-294.
  - b. In the event the performance of necessary maintenance by WESTERN SPRINGS or HINSDALE requires lane closures on I-294, after proper notification, the ILLINOIS TOLLWAY shall assist in the coordination of lane closures on I-294.
  - c. The ILLINOIS TOLLWAY shall include the Bridge in its regular inspection cycle. Representatives from each WESTERN SPRINGS and HINSDALE shall be invited to join in on such inspections. A Bridge inspection report shall be provided to WESTERN SPRINGS and HINSDALE, identifying Routine Maintenance necessary to be performed

and estimated costs of such Routine Maintenance. Upon receipt of the Bridge inspection report, WESTERN SPRINGS and HINSDALE shall inform the ILLINOIS TOLLWAY of those Routine Maintenance items they wish to perform due to budget or other extraneous reasons and those which they request be performed by the ILLINOIS TOLLWAY. Excluding maintenance of the ENHANCEMENTS, the financial obligations for Routine Maintenance of the Bridge as set forth above, regardless who performs Routine Maintenance, shall be limited to \$20,000 each annually for WESTERN SPRINGS and HINSDALE for actual, incurred costs related to the performance of the Routine Maintenance. Any dispute concerning the need for the proposed Routine Maintenance or the actual, incurred costs related to the performance of the Routine Maintenance shall be resolved in accordance with Section IX. of this Agreement.

3. The ILLINOIS TOLLWAY shall be solely responsible for replacing the Bridge when necessary in the future, including any and all costs associated therewith. In addition, the ILLINOIS TOLLWAY shall be responsible for all Routine Maintenance not described in Section VII.C.2 and shall also be responsible for all Structural Maintenance of the Bridge including but not limited to:
  - a. The grade separation structure including but not limited to (i) the deck below the wearing surface, including expansion joints, structural beams, girders, slope walls, abutments, and piers;
  - b. All fences along ILLINOIS TOLLWAY routes, except overpass fencing;
  - c. All bridge deck downspouts, from a clean-out installed directly below the scuppers to the outfall;
  - d. All remaining drainage facilities installed for the purpose of carrying exclusively ILLINOIS TOLLWAY drainage;
- D. WESTERN SPRINGS and HINSDALE agree that the ILLINOIS TOLLWAY reserves the exclusive right to review and approve plans for any signage affixed to the grade separation structure or placed on ILLINOIS TOLLWAY right-of-way.
- E. The ILLINOIS TOLLWAY will perform the periodic inspections required by the guidelines developed and agreed to by the ILLINOIS TOLLWAY and the Illinois Department of Transportation in 1996 and consistent with the National Bridge Inspection Standards (NBIS) to determine the current ratings for all jointly maintained bridges. The inspections performed by the ILLINOIS TOLLWAY will provide condition ratings for the entire jointly maintained structure. The ILLINOIS TOLLWAY and WESTERN SPRINGS and HINSDALE will perform the inspections necessary to collect in depth information for determining maintenance and repair needs for the portions of the structure for which they have maintenance



responsibility. A copy of the ILLINOIS TOLLWAY's final inspection reports shall be delivered to WESTERN SPRINGS and HINSDALE.

- F. The PARTIES agree that the ILLINOIS TOLLWAY shall perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill all respective obligations under this AGREEMENT.
- G. Subject to the provisions of Section VII.C.2.c, in the event WESTERN SPRINGS and HINSDALE fail to maintain the Bridge or the ENHANCEMENTS as identified, and the ILLINOIS TOLLWAY is required to maintain as such to protect the structure from permanent damage, WESTERN SPRINGS and HINSDALE agree to reimburse the ILLINOIS TOLLWAY for the reasonable cost of the emergency maintenance within thirty (30) calendar days of receipt of an invoice from the ILLINOIS TOLLWAY.

#### **VIII. ADDITIONAL MAINTENANCE PROVISIONS**

- A. The PARTIES understand and agree that this AGREEMENT shall supersede any and all earlier Agreements entered into by the PARTIES regarding maintenance of the Bridge over I-294.
- B. During construction, WESTERN SPRINGS and HINSDALE shall continue to maintain their respective property within the PROJECT that is not to be improved or maintained by the construction contractor(s) pursuant to this AGREEMENT and the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of the Toll Highway that are not required to be maintained by the construction contractor(s).
- C. All items of construction which are stipulated in this AGREEMENT to be maintained by WESTERN SPRINGS AND HINSDALE shall, upon completion of construction and final inspection, be the maintenance responsibility of WESTERN SPRINGS and/or HINSDALE, as allocated by this AGREEMENT within the areas shown in EXHIBIT A, and all items of construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.

#### **IX. GENERAL PROVISIONS**

- A. The PARTIES understand and agree that the ILLINOIS TOLLWAY shall have jurisdiction of I-294 Tri-State Tollway. WESTERN SPRINGS and HINSDALE

shall retain jurisdiction of respective Village facilities traversed or affected by I-294, except as otherwise expressly provided for in this AGREEMENT. For the purpose of this AGREEMENT, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate.

- B. The PARTIES understand and agree that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- C. WESTERN SPRINGS agrees to defend, indemnify and hold the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of WESTERN SPRINGS, or its appointed and elected officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this AGREEMENT.
- D. The ILLINOIS TOLLWAY agrees to defend, indemnify and hold WESTERN SPRINGS, its appointed and elected officials, contractors, consultants, employees, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its directors, officers, employees, contractors, consultants, agents and representatives, that are related to their obligations under this AGREEMENT.
- E. HINSDALE agrees to defend, indemnify and hold the ILLINOIS TOLLWAY, its directors, officers, employees, contractors, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of HINSDALE, or its appointed and elected officials, contractors, consultants, employees, agents and representatives, that are related to their obligations under this AGREEMENT.
- F. The ILLINOIS TOLLWAY agrees to defend, indemnify and hold HINSDALE, its appointed and elected officials, contractors, consultants, employees, agents and representatives harmless from and against any and all losses, claims, demands and damages, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the ILLINOIS TOLLWAY, or its directors, officers, employees, contractors, consultants, agents and representatives, that are related to their obligations under this AGREEMENT.

- G. Wherever in this AGREEMENT approval or review by any PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- H. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the carrying out of the execution of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.
- I. In the event of a dispute between WESTERN SPRINGS or HINSDALE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Engineer(s) of WESTERN SPRINGS or HINSDALE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT in reference to the PROJECT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- J. In the event of a dispute between WESTERN SPRINGS or HINSDALE and the ILLINOIS TOLLWAY in the carrying out the terms of this AGREEMENT in reference to WESTERN SPRINGS or HINSDALE's facilities, or a dispute concerning the plans and specifications for WESTERN SPRINGS or HINSDALE's ENHANCEMENTS, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the Engineer of WESTERN SPRINGS or HINSDALE shall meet and resolve the issue. In the event that they cannot mutually agree on the resolution of the dispute concerning WESTERN SPRINGS and HINSDALE facilities, bridge aesthetic treatment, or enhanced landscaping, the decision of the Engineer of WESTERN SPRINGS or HINSDALE shall be final as long as that decision does not delay delivery of the PROJECT or be detrimental to the maintenance and operation of the Toll Highway.
- K. In the event there is a conflict between the terms contained in this document and the attached Exhibit(s), the terms included in this document shall control.
- L. This AGREEMENT may be executed using electronic signatures and in three (3) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- M. This AGREEMENT may only be modified by written instrument executed by duly authorized representatives of the PARTIES.
- N. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns.

- O. The failure by the PARTIES to seek redress for violation of, or to insist upon the strict performance of, any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or any subsequent breach of such covenants, terms, conditions, rights or remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or WESTERN SPRINGS or HINSDALE unless such provision is waived in writing.
- P. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT.
- Q. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, or mailed via certified mail, overnight mail delivery, or electronic mail delivery, to the following persons, or their designate(s) at the following addresses:

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

To WESTERN SPRINGS:      The Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
Attn: President, Board of Trustees  
Email: [agallagher@wsprings.com](mailto:agallagher@wsprings.com)

To HINSDALE:      The Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521  
Attn: President Thomas Cauley Jr.  
Email: [tcauley@villageofhinsdale.org](mailto:tcauley@villageofhinsdale.org)

- R. The WESTERN SPRINGS and HINSDALE recognize that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority ("OIG") has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. WESTERN SPRINGS and HINSDALE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.
- S. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

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

**THE VILLAGE OF WESTERN SPRINGS**

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

Alice F. Gallagher  
President

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

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

\_\_\_\_\_  
(Please Print Name)

**THE VILLAGE OF HINSDALE**

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

Thomas Cauley Jr.  
President

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

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

\_\_\_\_\_  
(Please Print Name)

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

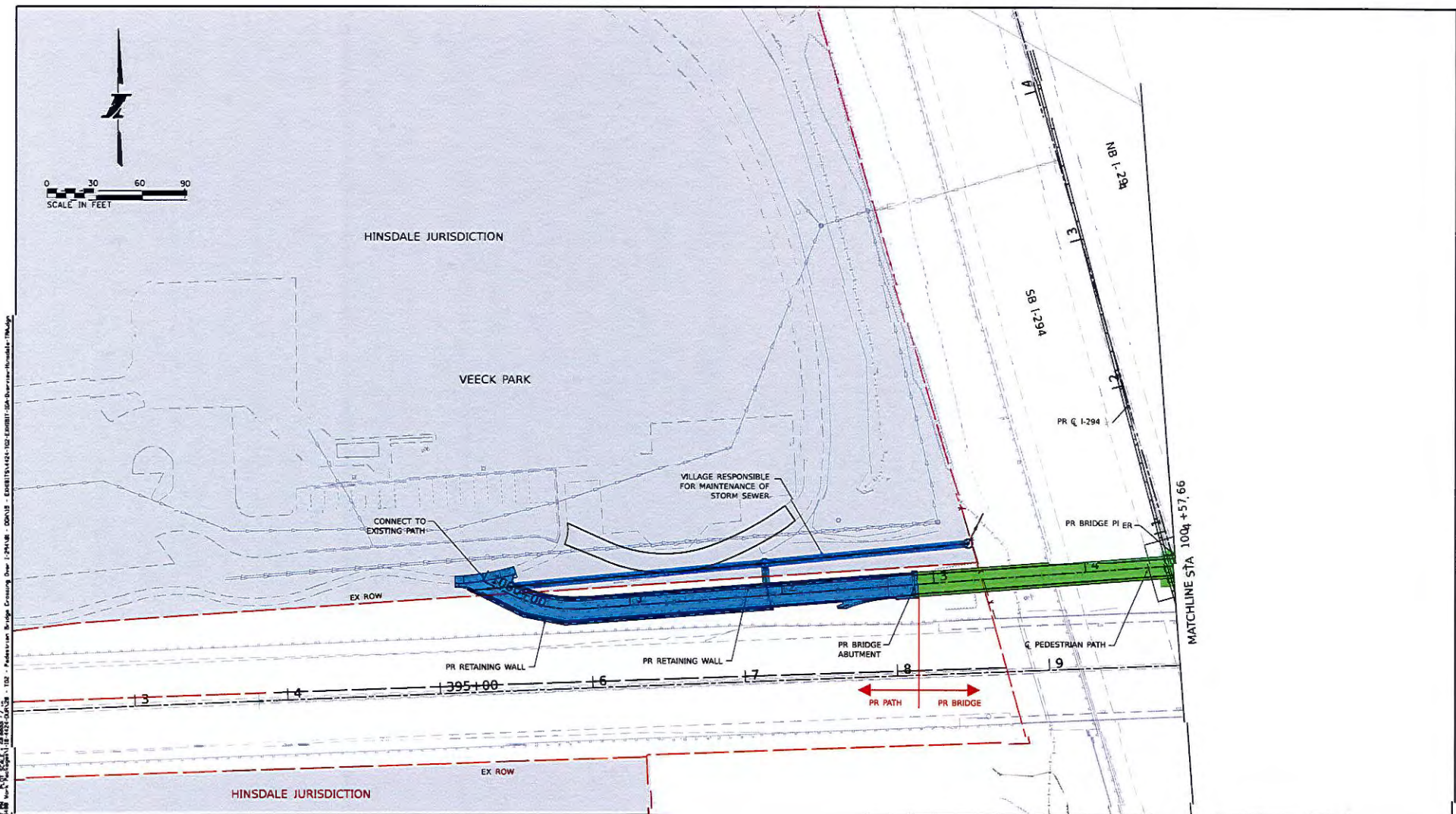
By: \_\_\_\_\_

José R. Alvarez  
Executive Director

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

Approved as to Form and Constitutionality

\_\_\_\_\_  
Lisa M. Conforti, Assistant Attorney General



# LEGEND

- MAINTENANCE RESPONSIBILITY BY HINSDALE
- HINSDALE WEARING SURFACE AND FENCE MAINTENANCE
- EXISTING RIGHT-OF-WAY
- PR = PROPOSED

Exhibit A

DRAWN BY MH DATE 2/9/2021  
 CHECKED BY TB DATE 2/9/2021



THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY  
 2700 OGDEN AVENUE  
 DOWNERS GROVE,  
 ILLINOIS 60515

REVISIONS		
NO.	DATE	DESCRIPTION

CONTRACT NO. RR-20-4550  
 PEDESTRIAN BRIDGE AT 47TH STREET  
 HINSDALE MAINTENANCE

DRAWING NO.  
 1 OF 2

PLOT DATE: 2/9/2021 PLOT TIME: 4:10:02 PM PLOT SCALE: 1"=50'0"0" PLOT FILE NAME: RR-20-4550-01.dwg PLOT USER: TERRY, T. PLOT DEVICE: HP DesignJet T1100e







## Proposed pedestrian bridge – 47<sup>th</sup> Street





## Hinsdale entrance





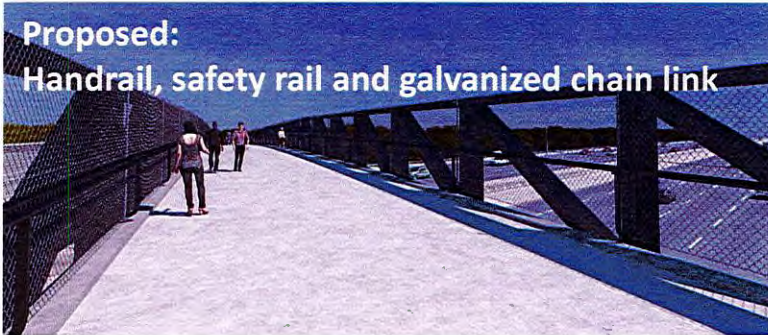
## Fencing – Vertical Pickets





# Fencing

**Proposed:**  
Handrail, safety rail and galvanized chain link



**Alternative 1:**  
Handrail, safety rail and black coated chain link



**Alternative 2:**  
Handrail, safety rail and vertical pickets



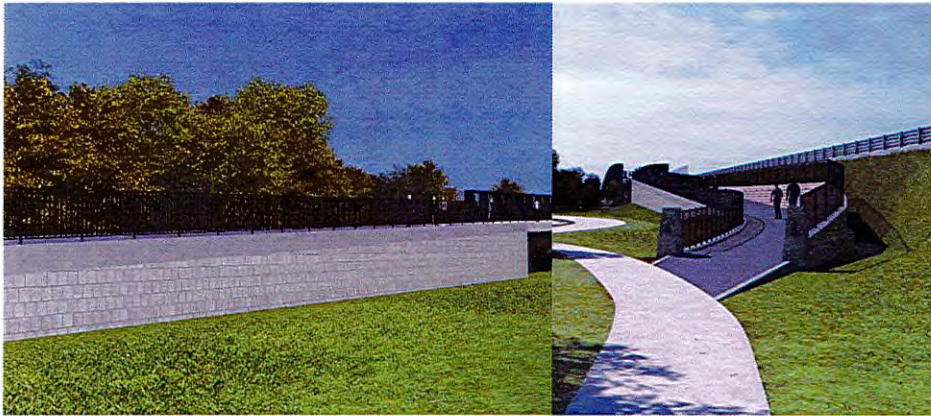
Implications:  
Villages agree to taking on painting/  
maintenance for Alternatives 1 and 2.

↗  
Chosen design





## Retaining Wall – Stain



Options: Stain Options – solid or individually colored (similar to Oak St. bridge)  
Implication: Upfront cost to be paid by Village and continued maintenance

Proposed: Solid color



Upgrade: Individual block / more natural





Community Development

**AGENDA SECTION:** First Reading – ZPS

**SUBJECT:** Major Adjustment to an Exterior Appearance and Site Plan Review to allow for the redevelopment and expansion of an existing one-story building into a two-story medical office building located at 110 E. Ogden Avenue in the O-2 Limited Office District  
Case A-04-2021

**MEETING DATE:** May 4, 2021

**FROM:** Bethany Salmon, Village Planner

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**Recommended Motion**

Approve an Ordinance Approving a Major Adjustment to an Exterior Appearance and Site Plan – Dr. VanWormer-Hartman – 110 E. Ogden Avenue

**Background**

The applicant, Dr. Cara VanWormer-Hartman, requests approval of a Major Adjustment to an Exterior Appearance and Site Plan Review to allow for changes to the previously approved building elevations, site plan, and landscape plan for a two-story medical office building located at 110 E. Ogden Avenue in the O-2 Limited Office District.

On March 16, 2020, the Board of Trustees approved an Exterior Appearance and Site Plan allowing for the redevelopment of the existing vacant building by Ordinance No. O2020-07. The approved plans consisted of the construction of a second story onto the existing one-story building, the construction of a rear building addition, installation of new landscape bufferyard areas, installation of four (4) parking lot light poles, and parking lot improvements. Ordinance No. O2020-07, which is attached for review, included the following conditions of approval:

- Color of Building. The Applicant shall revise the color of the building in the proposed plans reviewed by the Plan Commission from bright white to ivory or another more muted color.
- Fence Extension. The Applicant shall extend the existing white fence along the rear property line.
- After Hours Lighting. The Applicant shall dim the parking area lights to security levels during non-business hours.

A summary of the proposed changes to the site plan, landscape plan, and building elevations are detailed below.

**Site Plan / Landscape Plan**

As a result of final engineering and site design, the applicant is proposing the following minor changes to the site plan and landscape plan:

- Reconfiguration of the sidewalk and landscape beds located to the rear (south) of the building

- Removal of the existing sidewalk directly adjacent to the building on the north and east sides.
- Removal of the narrow building foundation landscape bed and the construction of access ramps for the two entrances located on the west elevation. Per the applicant, as a result of engineering, a curb was needed for stormwater control measures, which eliminated the narrow planting bed.
- Substitution or reduction of plant material in the north, south, and east landscape bufferyards, including the removal of one canopy tree in the proposed west bufferyard area due to the inability to survive within a small planting bed and proximity to pavement.

There are no significant changes proposed to the building footprint, parking lot configuration, or site access.

The proposed plans meet the bulk requirements for the O-2 Limited Office District. The non-conforming front (north) yard and side (east) yard setbacks will be maintained with the second story addition. The rear building addition will be setback 103'-3" from the rear (south) property line and 10' from the adjacent side (east) property line, which conforms to the required setbacks. The table below provides a comparison of the building height, floor area ratio, and lot coverage based on the Village's code requirements, existing conditions on site, previously approved plans, and current plans:

O-2 Limited Office District	Code Requirements	Existing Conditions	Approved Plans - March 16, 2020	Proposed Plans
<b>Building Height (Height/Stories)</b>	40 feet / 3	12'-8" / 1	29'-8" / 2	30' / 2
<b>Floor Area Ratio (FAR)</b>	0.5	0.13	0.32	0.32
<b>Lot Coverage</b>	80%	87%	77.5%	78%

#### Building Elevations

The previously approved elevations consisted of a two-story building with a flat roof and parapet wall, white EIFS façade, decorative horizontal wood banding and accent panels, stone veneer, new windows, and new doors. The rear building addition featured a central tower element covered in stone veneer and a pitched metal roof with EIFS and wood accent panels.

The applicant is proposing alterations to the roof line, architectural features, building materials, windows, and entrances. The most notable change is to the roof line, where the flat roof and parapet have been replaced with a shingled pitched roof. Due to these changes, the building height has slightly increased to 30 feet, as measured by the mean height between the principal eave and the highest gable, but still meets the code requirements for the O-2 District.

The front elevation facing Ogden Avenue will consist of a white EIFS facade, a two-story projecting central bay window covered in dark gray paneling and topped with a metal standing seam roof, eight (8) foot tall windows, and a black shingled pitched roof. On the east and west elevations, the central portion of the building will primarily be constructed of white EIFS and a mansard roof covered in black shingles to screen mechanical equipment.



The rear addition is similar to the original design and incorporates stone veneer on the central tower, horizontal wood siding, whiter EIFS, and pitched black metal standing seam roofs. As shown on the proposed elevations, the mansard roof and two screening walls composed of horizontal wood siding will be constructed to screen the rooftop mechanical units from view.

#### **Discussion & Recommendation**

The project was reviewed at a public meeting before the Plan Commission on April 14, 2021, which was held electronically via Zoom. The applicant was present at the meeting. No public comments were provided at the meeting.

The draft Findings and Recommendation from the Plan Commission meeting are attached for review. At the meeting, the Plan Commission asked for clarification on the proposed color of the EIFS and expressed concerns that the color appeared to be bright white rather than an off-white. The previous approval by the Village Board included a condition that the color of the building be revised from bright white to ivory or another more muted color, however, the submitted colored elevations show the building to be bright white. A condition of approval was added for the applicant to provide details on the building color for the Village Board to review at the meeting on May 4, 2021.

On April 14, 2021, by a vote of eight (8) ayes and zero (0) nays, the Plan Commission recommended approval of Case A-04-2021, a Major Adjustment to the Exterior Appearance and Site Plan Review for 110 E. Ogden Avenue to allow for the redevelopment and expansion of an existing one-story building into a two-story medical office building in the O-2 Limited Office District, subject to the following condition:

1. The applicant shall provide additional information on the proposed building color for the Village Board to review.

Since the Plan Commission meeting on April 14, 2021, the applicant has submitted an exhibit showing the exterior materials and colors proposed for the building. As shown on the attached exhibit, the EIFS stucco will be painted "Nightingale", which is an off-white color rather than a bright white color.

#### **Village Board and/or Committee Action**

N/A

#### **Documents Attached**

1. Draft Ordinance
2. Exterior Appearance/Site Plan Application Request and Exhibits
3. Exterior Materials and Colors
4. Zoning Map and Project Location
5. Aerial View of 110 E. Ogden Avenue
6. Birdseye View of 110 E. Ogden Avenue
7. Street View of 110 E. Ogden Avenue
8. Ordinance No. O2020-07 – Approved by the Village Board March 16, 2020
9. Draft Plan Commission Findings and Recommendations



**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO AN EXTERIOR  
APPEARANCE AND SITE PLAN – DR. VANWORMER-HARTMAN - 110 E.  
OGDEN AVENUE**

**WHEREAS**, the Board of Trustees of the Village of Hinsdale has previously, through adoption of Ordinance No. O2020-07 on March 16, 2020 (the "Original Ordinance"), approved an Exterior Appearance and Site Plan allowing for the expansion and redevelopment of the existing building at 110 E. Ogden Avenue (the "Subject Property"). The previously approved plans allowed for the construction of a second-story onto the existing one-story building, construction of a rear building addition, and improvements to the façade, parking lot, and site landscaping on the Subject Property; and

**WHEREAS**, the Subject Property is located in the O-2 Limited Office Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, Dr. Cara VanWormer-Hartman (the "Applicant") has submitted an application (the "Application") seeking a major adjustment to the exterior appearance and site plan approvals given in the Original Ordinance. The applicant is proposing major changes to the previously approved building elevations and minor changes to the site plan, and landscape plan for the Subject Property and two-story medical office building located on the Property, including alterations to the roof line, architectural features, building materials, windows, and entrances, all as depicted in the revised plans attached hereto as **Exhibit B** 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 Hinsdale Zoning Code ("Zoning Code"), as amended. The Application was considered by the Plan Commission at a public meeting held on April 14, 2021. After considering all of the matters related to the Application, the Plan Commission, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, to recommend approval by the Board of Trustees of the revised plans, subject to the condition that the Applicant provide additional information on the proposed building color for the Village Board to review. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees have duly considered all of the materials, facts and circumstances affecting the Application, and have received the additional information on the proposed building color per the condition recommended by the Plan Commission, and find the Application to be in substantial

conformity with the previously approved plans, and that the standards set forth in Section 11-604(F) and Section 11-605(E) of the Zoning Code relating to major adjustments to exterior appearance and site plans are satisfied, subject to the conditions stated in this Ordinance.

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

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

**SECTION 2: Approval of Major Adjustments to Exterior Appearance and Site Plans.** 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 by reference as if fully set forth herein. The Board has received and reviewed additional information regarding the proposed color of the building as recommended by the Plan Commission, and finds it to be acceptable. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the revised Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance. The previously approved exterior and site plans are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

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

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

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

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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: \_\_\_\_\_, 2021

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 3 OF THE ORIGINAL TOWN OF FULLERSBURGE (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 3 (EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBER 4; THENCE WEST 83 FEET; THENCE SOUTH 358 LINKS; THENCE EAST 75 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 4; THENCE NORTH 358 LINKS TO THE PLACE OF BEGINNING) IN THE ORIGINAL TOWN OF FULLERSBURG AND ORE PARTICULARY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF OGDEN AVENUE 71 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF OGDEN AVENUE WITH THE WEST LINE OF VACATED GARFIELD AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE 79 FEET; THENCE SOUTHEASTERLY 235.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG; WHICH SAID POINT IS 104 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTH LINE OF LOT 5 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG WITH THE EAST LOT LINE OF LOT 3 IN JELLIES SUBDIVISION; THENCE SOUTHWESTERLY 104 FEET TO SAID INTERSECTION; THENCE NORTHWESTERLY TO THE PLACE OF THE BEGINNING, ALL IN THE NORTHEAST QUARTER OF SECTION NUMBER 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-202-202-0000

COMMONLY KNOWN AS: 110 E. OGDEN AVENUE, HINSDALE, IL 60521

**EXHIBIT B**

**APPROVED REVISED EXTERIOR APPEARANCE AND SITE PLANS  
(ATTACHED)**

**EXHIBIT C**

**FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION**

**(ATTACHED)**



VILLAGE  
OF HINSDALE

VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

**Applicant**

Name: Dr. Cara VanWormer-Hartman  
Address: 230 E Odgen Ave  
City/Zip: Hinsdale, IL 60521  
Phone/Fax: (815) 218 / 6110  
E-Mail: caradc@gmail.com

**Owner**

Name: Zreczny, Nicole Trustee  
Address: 43 Cresent Dr  
City/Zip: Glencoe, IL 60022  
Phone/Fax: (312) 521 / 2666  
E-Mail: jlabella@muchlaw.com Jason Labella - Attorney

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

Name: A William Styczynski, Studio 21 Architects  
Title: Architect  
Address: 5012 Fairview Ave  
City/Zip: Downers Grove, IL 60515  
Phone/Fax: (630) 789 / 2513  
E-Mail: Bill@studio21architects.com

Name: Ed Seifert, Intech Consultants Inc.  
Title: Principal  
Address: 1989 University Ln  
City/Zip: Lisle, IL 60532  
Phone/Fax: (630) 964 / 5656  
E-Mail: seifert@intechconsultants.com

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

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



## II. SITE INFORMATION

Address of subject property: 110 E Odgen Ave

Property identification number (P.I.N. or tax number): 09 - 01 - 202 - 202

Brief description of proposed project: The building will be the new home of Therapeutic Health and other wellness type medical offices.

The project includes a second story addition above the existing single story building along with a single story addition to the south of the existing building.

The scope of work will include a change to the facade along with changes to the existing parking lot configuration

General description or characteristics of the site: The existing site consists of a windowless single story building and a relatively flat

parking lot under disrepair. The location of the building is existing but non-conforming regarding the north and east setbacks

Existing zoning and land use: O-2

Surrounding zoning and existing land uses:

North: R-4

South: R-4

East: O-2

West: O-2

Proposed zoning and land use: O-2

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

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E

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

☐ Map and Text Amendments 11-601E

Amendment Requested: \_\_\_\_\_

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

## TABLE OF COMPLIANCE

Address of subject property: 110 E Ogden Avenue

The following table is based on the C-2 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	25,000 SF	21,602/21,602 SF
Minimum Lot Depth	125'	236.28'/236.28'
Minimum Lot Width	100'	79'/79'
Building Height	30'	30'-0" /12'-8"
Number of Stories	3	2/1
Front Yard Setback	100' From Center of Ogden	71.71 / 71.71
Corner Side Yard Setback	N/A	N/A / N/A
Interior Side Yard Setback	10'	3.17 / 3.17
Rear Yard Setback	20'-0"	103'-3"/125'-5"
Maximum Floor Area Ratio (F.A.R.)*	.50=10,801 SF	.32= 6897SF/.13=2869SF
Maximum Total Building Coverage*	N/R	.17=3690SF/.13=2869SF
Maximum Total Lot Coverage*	.80=17,282 SF	.78=16,851sf/.87=18,644sf
Parking Requirements	1/175 Net SF, 5,255 Net SF, 30 Spaces	30 Spaces/15 Spaces
Parking front yard setback	100' to Center of Ogden	69.3'/56'
Parking corner side yard setback	N/A	N/A / N/A
Parking interior side yard setback	10'	0'/0'
Parking rear yard setback	10'	10' / 10'
Loading Requirements	N/R	N/R / N/R
Accessory Structure Information	N/A	N/A / N/A

\* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: The lack of compliance shown are based on existing conditions of both the placement of the existing building on the lot

and existing paved area. Based on our initial review of these plans and proposed improvements with the village staff, it was concluded that none of the non compliance issues would be a cause to

reject the proposed improvement. The non compliance includes the front and east side building setbacks and side yard parking setbacks.



## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 9<sup>th</sup> day of MARCH, 2021, I/We have read the above certification, understand it, and agree to abide by its conditions.

Cara Vanwormer  
Signature of applicant or authorized agent

CARA VANWORMER  
Name of applicant or authorized agent

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

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

SUBSCRIBED AND SWORN  
to before me this 9<sup>th</sup> day of  
March, 2021

Tracy L. Zalud  
Notary Public  
4







COMMUNITY DEVELOPMENT  
DEPARTMENT  
EXTERIOR APPEARANCE AND  
SITE PLAN REVIEW CRITERIA

Address of proposed request: 110 E Ogden

REVIEW CRITERIA

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

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

**FEES for Exterior Appearance/Site Plan Review:**

**Standard Application: \$600.00**

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

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

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

The footprint of the existing building remains as is with a second story addition added. The new ground level addition at the rear of the building will conform with all setbacks. The existing paved parking area has been reduced. A ten foot (10'-0") landscape buffer has been maintained along the rear property line. New plantings will be installed around the perimeter of the updated building and around the parking area where possible.

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

Stone veneer, horizontal siding & EIFS are being placed on the exterior of the updated structure. These are all materials used throughout the village. The adjacent building to the west appears to be an EIFS or plaster finish.

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

The addition and façade changes to the structure will greatly improve the design of this outdated structure and will better match both the character and the scale of the surrounding commercial structures.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.  
The vehicular access to the site will remain unchanged. However the parking and access arrangement will be updated to provide more landscape area while also providing for the parking requirements of the building.
5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.  
The new structure will be approximately 37'-3" to the top of the parapet, which although lower than adjacent structures will more closely conform in height.
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.  
The front facade is proportioned appropriately for the size and use of this building.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.  
Windows have been added to all of the facades providing a pleasing amount of building fenestration. The existing building had no windows on the facades.
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.  
A pleasing rhythm of windows is provided on the front and side facades to avoid massive blank walls. A lower roof was added at the stairway location to reduce the massing and account for the lack of windows in the stairway area.
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.  
With the existing structure already in place, there is not a lot of flexibility as to the location of the building on the lot. However, the width of the building was not increased allowing for the open space to the west of the existing structure to remain.
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.  
Since the parking is located to the rear of the building, the entrances to both the first floor clinic and second floor offices are located toward the rear corner of the structure with a lower, human scale entry.
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.  
The predominate exterior material relates to the building to the west. This will be an EIFS material with a baton pattern to provide shadow and interest. The building entrance is broken off from the main structure with a wood accent wall and a wood and glass lobby area.



12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.  
The roof is compatible with the two adjacent structures, east roof shingled and west roof flat. A parapet is provided to provide equipment screening without the need for separate equipment screening. Sloped roofs have been added to accent the entries and stairs.
13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.  
This structure will be of similar character as the adjacent structures, which are independent buildings without a lot of closure using walls.
14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.  
The scale of the building, although relatively smaller than the adjacent structures does provide a pleasant massing, along with a defined building entry.
15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.  
The non-directional character of the front elevation is a direct reflection of the limitations of this particular site. The building has been transformed from a windowless squat facade into a light and airy expression of a wellness clinic.
16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.  
This existing building had no redeeming characteristics from which to work from.

#### **REVIEW CRITERIA – Site Plan Review**

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

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

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

The use of the building as a health and wellness clinic is an allowed use in the O-2 zoning district.

2. The proposed site plan interferes with easements and rights-of-way.  
There have been no changes to any easements or right-of-ways.

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

The proposed changes greatly enhance the site by adding additional landscape area to the otherwise fully paved parking lot and modifications to the structure dramatically add to the visual interest of the property.

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

The proposed changes to the property do no impact the adjacent properties in a negative fashion and only add to an aesthetic improvement.

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

Nothing has been proposed to the site plan that would impose any unreasonable hazards to safety. The access from Odgen Ave. remains unchanged and the flow within the parking lot has been improved. The traffic aisle to the west of the building has been increased in width to allow for proper two way traffic.

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

The property to the east and west are open parking lots and are not being screened. However, there will be an enhanced landscape buffer to the residential property to the south.

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

The proposed site development includes adding landscape areas that were not previously there and would be considered compatible to the adjacent commercial properties.

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

This site plan is not in connection with a special use permit.

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

The existing site drainage will remain relatively the same as the existing conditions.

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

The site does not place unreasonable increased in utility needs based on the medical office use proposed.

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

The site remains the same in this respect.

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

There is nothing proposed for this site that has any adverse affect to the public health, safety, or general welfare.



VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, CARA VANWORMER, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on 03/09/2021.

Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By:

Cara

Name:

CARA VANWORMER

Address:

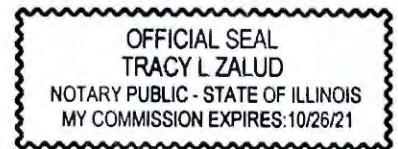
230 E OGDEN AVE, HINSDALE, IL

Subscribed and sworn to before me

This 9<sup>th</sup> day of March, 2021.

By:

Tracy L. Zalud  
Notary Public



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

**Application for Certificate of Zoning Compliance**

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

**Applicant's name:** Dr. Cara VanWormer-Hartman

**Owner's name (if different):** Nicole Zreczny 1994 Trust

**Property address:** 110 E Ogden

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

**Present zoning classification:** O-2, Limited Office District

**Square footage of property:** 21,602 SF

**Lot area per dwelling:** N/A

**Lot dimensions:** 79' x 236'

**Current use of property:** B - Business

**Proposed use:** ☐ Single-family detached dwelling  
☒ Other: B - Business (Medical Offices)

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

**Brief description of request and proposal:**

Construct additions to the existing building for medical offices

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

**Provided:                      Required by Code:**

**Yards:**

<b>front:</b>	<u>71.71</u>	<u>100'</u>
<b>interior side(s)</b>	<u>3.17 / 39.73</u>	<u>10' / 10'</u>

**Provided:**

**Required by Code:**

corner side  
rear

N/A  
103'-3"

N/A  
20'

**Setbacks (businesses and offices):**

front:

71.71

100"

interior side(s)

3.17 / 39.73

10" / 10'

corner side

N/A

N/A

rear

103'-3"

20'

others:

N/A

N/A

Ogden Ave. Center:

71.71

100'

York Rd. Center:

N/A

N/A

Forest Preserve:

N/A

N/A

**Building heights:**

principal building(s):

30'-0"

30'

accessory building(s):

N/A

N/A

**Maximum Elevations:**

principal building(s):

35'-2"

30'

accessory building(s):

N/A

N/A

Dwelling unit size(s):

N/A

N/A

Total building coverage:

.17

N/A

Total lot coverage:

.78

.80

Floor area ratio:

.32

.50

Accessory building(s):

N/A

**Spacing between buildings:**[depict on attached plans]

principal building(s):

N/A

accessory building(s):

N/A

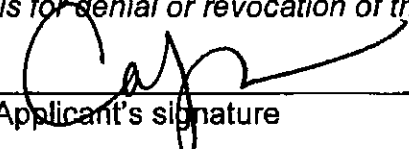
**Number of off-street parking spaces required:** \_\_\_\_\_

**Number of loading spaces required:** N/A

**Statement of applicant:**

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

By:

  
Applicant's signature

Dr. Cara VanWormer-Hartman

Applicant's printed name

Dated: 3/9, 2021.

### PURCHASE AND SALE AGREEMENT


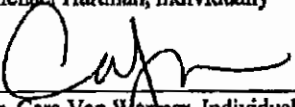
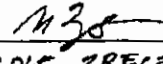
THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (as defined in Section 23 below) by and between MICHAEL HARTMAN and DR. CARA VANWORMER (jointly and severally, "Buyer"), and the NICOLE ZRECZNY 1994 TRUST ("Seller").

#### WITNESSETH:

FOR AND IN CONSIDERATION of the Earnest Money (as defined below), the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase that certain real property located 110 E. Ogden Avenue, Hinsdale, Illinois, containing approximately .55 acres and being more particularly described on Exhibit A attached hereto and made a part hereof, together with all of Seller's right, title and interest in and to all easements, rights of way, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements located thereon, including but not limited to, the commercial building, fixtures and personal property located thereunder or thereon (collectively referred to as the "Property").

IN WITNESS WHEREOF, each of Seller and Buyer has caused this Purchase and Sale Agreement to be executed and sealed by its duly authorized representatives, all as of the day and year first above written.

BUYER:	SELLER:
 Michael Hartman, Individually	NICOLE ZRECZNY 1994 TRUST
 Dr. Cara Van Wormer, Individually	By:  Name: <u>NICOLE ZRECZNY</u> Title: <u>TRUSTEE</u>
Dated: December <u>31</u> , 2019	Dated: December <u>31</u> , 2019

January 6, 2020

# RATIO Series

AREA/SITE LIGHTER

## FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as retail, commercial and campus parking lots
- Featuring Micro Strike Optics which maximizes target zone illumination with minimal losses at the house-side, reducing light trespass issues
- Visual comfort standard
- Compact and lightweight design with low EPA
- 3G rated for high vibration applications including bridges and overpasses
- Control options including photo control, occupancy sensing, NX Distributed Intelligence™ and 7-Pin with networked controls
- Best in class surge protection available



## CONTROL TECHNOLOGY



## RELATED PRODUCTS

8 [Airo](#) 8 [Cimarron LED](#) 8 [Ratio Family](#)

## SPECIFICATIONS

### CONSTRUCTION

- Rectilinear form mimics the traditional shoebox form factor keeping a similar but updated style and appearance, ideal for retrofit applications
- Die-cast housing with hidden vertical heat fins that are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with powder coat paint finish

### OPTICS

- Entire optical aperture illuminates to create a larger luminous surface area resulting in a low glare appearance without sacrificing optical performance
- 80, 160, 320 or 480 midpower LEDs
- 3000K, 4000K or 5000K (70 CRI) CCT
- Zero uplight at 0 degrees of tilt
- Field rotatable optics

### INSTALLATION

- Standard square arm mount, compatible with B3 drill pattern
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option or accessory for square and round poles.
- Knuckle arm fitter option available for 2-3/8" OD tenon. Max tilt of 60 degrees with 4 degree adjustable increments. (Restrictions apply for 7-pin options)

### ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40°C to 40°C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised

### CONTROLS

- Photo control, occupancy sensor and wireless available for complete on/off and dimming control
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V dimming leads available for use with control devices (provided by others, must specify lead length)
- SiteSync™ wireless control system is available via 7-pin See ordering information and details at: [www.hubbelllighting.com/sitesync](http://www.hubbelllighting.com/sitesync)
- NX Distributed Intelligence™ available with in fixture wireless control module, features dimming and occupancy sensor

### CONTROLS (CONT'D)

- wiSCAPE® available with in fixture wireless control module, features dimming and occupancy sensor via 7-pin

### CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified, with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at [www.designlights.org](http://www.designlights.org))
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications
- Fixture is IP66 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt

### WARRANTY

- 5 year limited warranty
- See [HLI Standard Warranty](#) for additional information

KEY DATA	
Lumen Range	3,000–32,000
Wattage Range	25–227
Efficacy Range (LPW)	118–155
Fixture Projected Life (Hours)	L70>238K
Weights lbs. (kg)	13.5–24 (6.1–10.9)



# RATIO SERIES

AREA'S TO LIGHTER

## ORDERING GUIDE

**Example:** RAR1-80L-25-3K7-2-UNV-ASQ-BL-NXWE-BC

CATALOG # \_\_\_\_\_

## ORDERING INFORMATION

Series	# LEDs - Wattage	CCT/CRI	Distribution	Optics Rotation	Voltage
<b>RAR1</b> Ratio Area Size 1	<b>80L-25</b> 25W - 3,000 Lumens	<b>3K7</b> 3000K, 70 CRI	<b>2</b> IES TYPE II	Blank for no rotation	<b>UNV</b> Universal 120-277V
	<b>80L-50</b> 50W - 6,000 Lumens	<b>4K7</b> 4000K, 70 CRI	<b>3</b> IES TYPE III	L Optic rotation left	<b>120</b> 120V
	<b>160L-70</b> 70W - 9,000 Lumens	<b>5K7</b> 5000K, 70 CRI	<b>4W</b> IES TYPE IV	R Optic rotation right	<b>208</b> 208V
	<b>160L-100</b> 100W - 12,000 Lumens		<b>5QW</b> IES TYPE V		<b>240</b> 240V
<b>RAR2</b> Ratio Area Size 2	<b>320L-110</b> 110W - 15,000 Lumens				<b>277</b> 277V
	<b>320L-140</b> 140W - 18,000 Lumens				<b>347</b> 347V
	<b>320L-165</b> 165W - 21,000 Lumens				<b>480</b> 480V
	<b>480L-185</b> 185W - 24,000 Lumens				
	<b>480L-210</b> 210W - 27,000 Lumens				
	<b>480L-240</b> 240W - 30,000 Lumens				

## ORDERING INFORMATION CONTINUED

Mounting	Color	Control Options Network	Options
<b>ASQ</b> Arm mount for square pole/flat surface	<b>BL</b> Black textured	<b>NXWE</b> NX Wireless Enabled (module + radio)	<b>BC</b> Backlight control
<b>ASQU</b> Universal arm mount for square pole/flat surface	<b>DB</b> Dark bronze textured	<b>NXSPW_F</b> NX Wireless, PIR Occ. Sensor, Daylight Harvesting?	<b>CD</b> Continuous dimming
<b>Mounting Round Poles</b>	<b>GT</b> Graphite textured	<b>NXSP_F</b> NX, PIR Occ. Sensor, Daylight Harvesting?	<b>F</b> Fusing (must specify voltage)
<b>A_</b> Arm mount for round pole?	<b>GYS</b> Light gray smooth	<b>Control Options Other</b>	<b>TB</b> Terminal block
<b>A_U</b> Universal arm mount for round pole?	<b>PS</b> Platinum silver smooth	<b>SCP-40F</b> Programmable occupancy sensor?	<b>2PF</b> 2 power feed with 2 drivers?
<b>Mounting Other</b>	<b>WH</b> White textured	<b>7PR</b> 7-Pin twist lock receptacle	
<b>WB</b> Wall bracket	<b>CC</b> Custom color	<b>7PR-SC</b> 7-Pin receptacle with shorting cap	
<b>MAF</b> Mast arm fitter for 2-3/8" OD horizontal arm		<b>7PR-MD40F</b> Low voltage sensor for 7PR	
<b>K</b> Knuckle		<b>7PR-TL</b> 7-Pin PCR with photocontrol	

Notes:

1 Replace "\_" with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole

2 Replace "\_" with "4" for up to "4" mounting height, "30" for "5-30" mounting height

3 Not available with 80 Leds versions

4 At least one SCPREMOTE required to program SCP motion sensor

## STOCK ORDERING INFORMATION

Catalog Number	Lumens	Wattage	LED Count	CCT/CRI	Voltage	Distribution	Mounting	Finish
<b>RAR1-100-4K-3</b>	12,000	100W	160L	4000K/70CRI	120-277V	Type 3	Square Arm	Bronze
<b>RAR1-100-4K-4W</b>	12,000	100W	160L	4000K/70CRI	120-277V	Type 4W	Square Arm	Bronze
<b>RAR2-140-4K-3</b>	18,000	140W	320L	4000K/70CRI	120-277V	Type 3	Square Arm	Bronze
<b>RAR2-140-4K-4W</b>	18,000	140W	320L	4000K/70CRI	120-277V	Type 4W	Square Arm	Bronze
<b>RAR2-165-4K-3</b>	21,000	165W	320L	4000K/70CRI	120-277V	Type 3	Square Arm	Bronze
<b>RAR2-165-4K-4W</b>	21,000	165W	320L	4000K/70CRI	120-277V	Type 4W	Square Arm	Bronze

# RATIO SERIES

APPLY'S TO LIGHTER

## OPTIONS AND ACCESSORIES - STOCK (ORDERED SEPARATELY)

Catalog Number	Description
<input type="checkbox"/> RARRPA3DB	Round pole adapter 3.5" to 4.13" for ASO arm, 3.5" to 4.13" OD pole, dark bronze finish
<input type="checkbox"/> RARA3UDB	Universal mount for square pole or round pole 3.5" to 4.13", dark bronze finish
<input type="checkbox"/> RARBC80L	Ratio blacklight control 80L
<input type="checkbox"/> RARBC160L	Ratio blacklight control 160L
<input type="checkbox"/> RARBC320L	Ratio blacklight control 320L
<input type="checkbox"/> RARBC480L	Ratio blacklight control 480L

## ACCESSORIES AND REPLACEMENT PARTS - MADE TO ORDER

Catalog Number	Description
<input type="checkbox"/> RAR-ASQU-XX	Universal arm mount for square pole/ at surface <sup>2</sup>
<input type="checkbox"/> RAR-A_U-XX	Universal arm mount for round poles <sup>2</sup>
<input type="checkbox"/> RAR-RPA_-XX	Round pole adapter <sup>2</sup>
<input type="checkbox"/> SETAVP-XX	4" square pole to tenon adapter, 2 3/8" OD slip fitter <sup>2</sup>
<input type="checkbox"/> RETAVP-XX	4" round pole to tenon adapter, 2 3/8" OD slip fitter for max. four fixtures (900), order 4" round pole adapters separately <sup>2</sup>
<input type="checkbox"/> BIRD-SPIKE-3	Ratio size 1 bird deterrent/spikes
<input type="checkbox"/> BIRD-SPIKE-4	Ratio size 2 bird deterrent/spikes
<input type="checkbox"/> RARWB-XX	Wall bracket - use with Mast Arm Fitter or Knuckle <sup>2</sup>

<sup>1</sup> Replace " " with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole

<sup>2</sup> Replace "XX" with desired color/paint finish

## CONTROLS

### Control Options

#### Standalone

SW7PR	SiteSync™ on fixture module via 7PR
SWUSB	SiteSync™ Software on USB
SWTAB	SiteSync™ Windows Tablet
SWBRG	SiteSync™ Wireless Bridge Node
SWFC	SiteSync™ Field Commission Serve
SCPREMOTE	Order at least one per project location to program and control

#### Networked – Wireless

WIR-RME-L	wiSCAPE External Fixture Module <sup>2</sup>
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#### NX Networked – Wireless

NXOFM-1R1D-UNV	NX Wireless, Daylight Harvesting, BLE, 7 pin twisted lock
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Notes:

<sup>1</sup> Works with external networked photosensor

<sup>2</sup> wiSCAPE Gateway required for system programming

# RATIO SERIES

AREA/SITE LIGHTER

## PERFORMANCE DATA

Description	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
RAR1	25	25.4	2	3438	135	1	0	1	3445	136	1	0	1	3240	128	1	0	1
			3	3460	136	1	0	1	3467	136	1	0	1	3260	128	1	0	1
			4W	3406	134	1	0	1	3412	134	1	0	1	3209	126	1	0	1
			5QW	3483	137	2	0	1	3490	137	2	0	1	3282	129	2	0	1
	50	49.8	2	6310	127	1	0	2	6323	127	1	0	2	5946	120	1	0	2
			3	6349	128	1	0	2	6362	128	1	0	2	5983	120	1	0	2
			4W	6233	125	1	0	2	6245	126	1	0	2	5873	118	1	0	2
			5QW	6392	129	3	0	1	6405	129	3	0	1	6023	121	3	0	1
	70	68.4	2	9486	139	1	0	2	9505	139	1	0	2	8938	131	1	0	2
			3	9544	140	1	0	2	9563	140	1	0	2	8993	131	1	0	2
			4W	9395	137	1	0	2	9414	138	1	0	2	8853	129	1	0	2
			5QW	9608	140	4	0	2	9628	141	4	0	2	9054	132	4	0	2
	100	90.0	2	11976	133	2	0	2	12000	133	2	0	2	11285	125	2	0	2
			3	12050	134	2	0	2	12074	134	2	0	2	11354	126	2	0	2
			4W	11861	132	2	0	2	11885	132	2	0	2	11177	124	2	0	2
			5QW	12131	135	4	0	2	12155	135	4	0	2	11431	127	4	0	2
RAR2	110	100.3	2	15326	153	2	0	3	15357	153	2	0	3	14442	144	2	0	3
			3	15421	154	2	0	3	15452	154	2	0	3	14531	145	2	0	3
			4W	15180	151	2	0	2	15210	152	2	0	2	14304	143	2	0	2
			5QW	15525	155	4	0	2	15556	155	4	0	2	14629	146	4	0	2
	140	133.2	2	19395	146	2	0	3	19434	146	2	0	3	18276	137	2	0	3
			3	19515	147	2	0	3	19554	147	2	0	3	18389	138	2	0	3
			4W	19210	144	2	0	3	19248	145	2	0	3	18101	136	2	0	3
			5QW	19647	148	5	0	3	19686	148	5	0	3	18513	139	5	0	3
	165	153.6	2	21651	141	3	0	3	21695	141	3	0	3	20402	133	3	0	3
			3	21785	142	3	0	3	21828	142	3	0	3	20527	134	3	0	3
			4W	21444	140	3	0	3	21487	140	3	0	3	20206	132	3	0	3
			5QW	21932	143	5	0	3	21976	143	5	0	3	20666	135	5	0	3
	185	174.5	2	26046	149	3	0	3	26098	150	3	0	3	24543	141	3	0	3
			3	26207	150	3	0	3	26259	150	3	0	3	24694	142	3	0	3
			4W	25797	148	3	0	4	25849	148	3	0	4	24308	139	3	0	4
			5QW	26384	151	5	0	3	26437	152	5	0	3	24861	143	5	0	3
	210	198.2	2	28848	145	3	0	4	28906	146	3	0	4	27184	137	3	0	4
			3	29027	146	3	0	4	29085	147	3	0	4	27351	138	3	0	4
			4W	28572	144	3	0	4	28630	144	3	0	4	26924	136	3	0	4
			5QW	29222	147	5	0	4	29281	148	5	0	4	27536	139	5	0	4
	240	226.9	2	32087	141	3	0	4	32151	142	3	0	4	30235	133	3	0	4
			3	32285	142	3	0	4	32350	143	3	0	4	30422	134	3	0	4
			4W	31780	140	3	0	4	31844	140	3	0	4	29946	132	3	0	4
			5QW	32503	143	5	0	4	32568	144	5	0	4	30627	135	5	0	4

\* Lumen values are from photometric test performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.



# RATIO SERIES

AREA/SITE LIGHTER

## ELECTRICAL DATA

# OF LEDS	Nominal Wattage	Input Voltage	Oper. Current (Amps)	System Power (Watts)
RAR1	25	120	0.21	25.4
		208	0.12	
		240	0.11	
		277	0.09	
	50	120	0.42	49.8
		208	0.24	
		240	0.21	
		277	0.18	
	70	120	0.57	68.4
		208	0.33	
		240	0.29	
		277	0.25	
	100	120	0.75	90.0
		208	0.43	
		240	0.38	
		277	0.32	
RAR2	110	120	0.84	100.3
		208	0.48	
		240	0.42	
		277	0.36	
	140	120	1.11	133.2
		208	0.64	
		240	0.56	
		277	0.48	
	165	120	1.28	153.6
		208	0.74	
		240	0.64	
		277	0.55	
	185	120	1.45	174.5
		208	0.84	
		240	0.73	
		277	0.63	
	210	120	1.65	198.3
		208	0.95	
		240	0.83	
		277	0.72	
	240	120	1.89	226.9
		208	1.09	
		240	0.95	
		277	0.82	

## LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

Ambient Temperature		Lumen Multiplier
0° C	32° F	1.03
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	0.99
40° C	104° F	0.98
50° C	122° F	0.97

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

## PROJECTED LUMEN MAINTENANCE

Ambient Temperature	OPERATING HOURS					
	0	25,000	TM-21-11 L90 36,000	50,000	100,000	L70 (Hours)
25°C / 77°F	1.00	0.97	0.95	0.93	0.86	238,000
40°C / 104°F	0.99	0.96	0.95	0.93	0.85	225,000

# RATIO SERIES

AREA/SITE LIGHTER

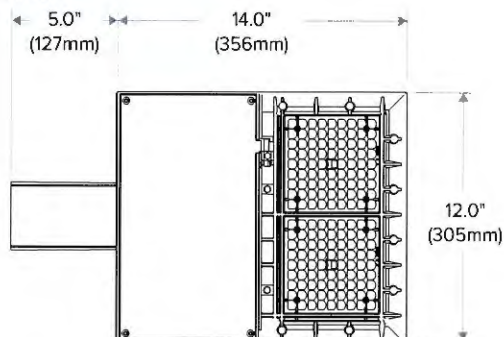
DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

TYPE: \_\_\_\_\_ PROJECT: \_\_\_\_\_

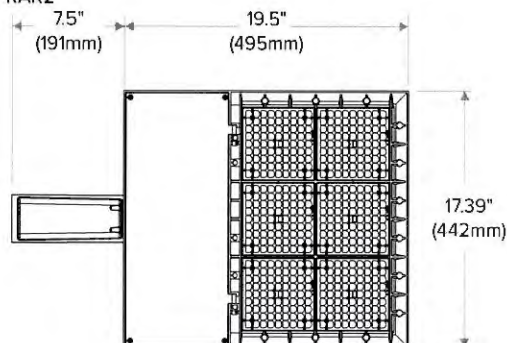
CATALOG #: \_\_\_\_\_

## DIMENSIONS

### RAR1



### RAR2

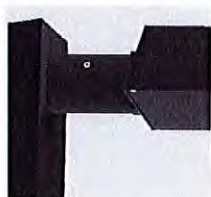


## ADDITIONAL INFORMATION

### MOUNTING



**Arm Mount** – Fixture ships with integral arm for ease of installation. Compatible with Hubbell Outdoor B3 drill pattern.



**MAF** – Fits 2-3/8" OD arms Roadway applications.



**Knuckle** – Knuckle mount 15° aiming angle increments for precise aiming and control, fits 2-3/8" tenons or pipes.



**Wall Mount** – Wall mount bracket designed for building mount applications.



**Universal Mounting** – Universal mounting block for ease of installation. Compatible with drill patterns from 2.5" to 4.5"

### SITESYNC 7-PIN MODULE



SW7PR

- SiteSync features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)
- Does not interface with occupancy sensors

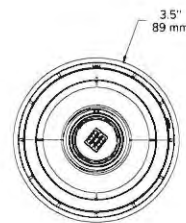
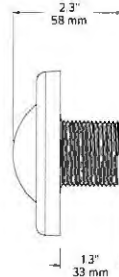
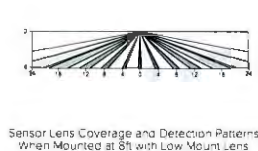
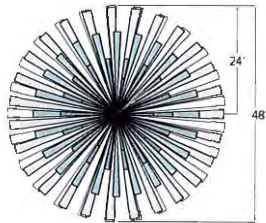


# RATIO SERIES

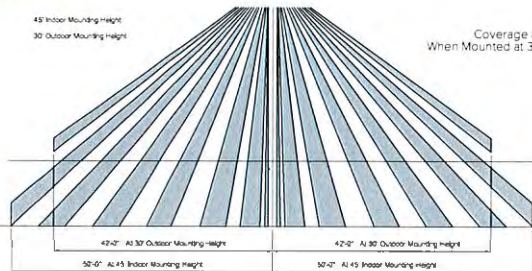
AREA/SITE LIGHTER

## ADDITIONAL INFORMATION (CONT'D)

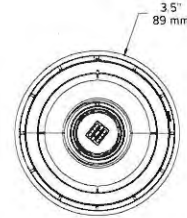
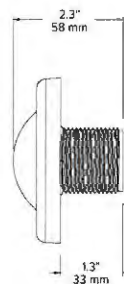
### NXSP-14F



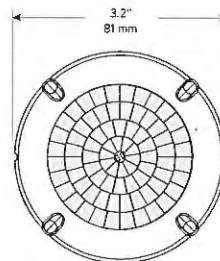
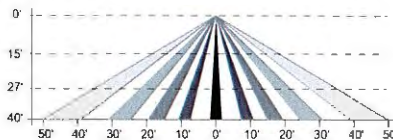
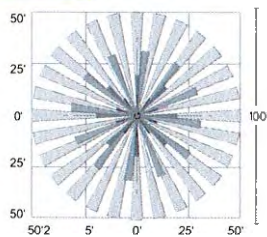
### NXSP-30F



Coverage and Detection Patterns  
When Mounted at 30ft and 45ft with Standard Lens



### SCP-40F



### RAR1 EPA

RAR-1	
EPA at 0°	EPA at 30°
.45ft. <sup>2</sup> .13m <sup>2</sup>	.56ft. <sup>2</sup> .17m <sup>2</sup>

### RAR2 EPA

RAR-2	
EPA at 0°	EPA at 30°
.55ft. <sup>2</sup> .17m <sup>2</sup>	1.48ft. <sup>2</sup> .45m <sup>2</sup>

### SHIPPING

Catalog Number	G.W(kg)/CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
RAR1	15 (6.8)	20.75 (52.7)	15.125 (38.4)	6.9375 (17.6)
RAR2	19 (8.6)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)

## USE OF TRADEMARKS AND TRADE NAMES

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# SSS-H SERIES POLES

SQUARE STRAIGHT STEEL

Cat.#

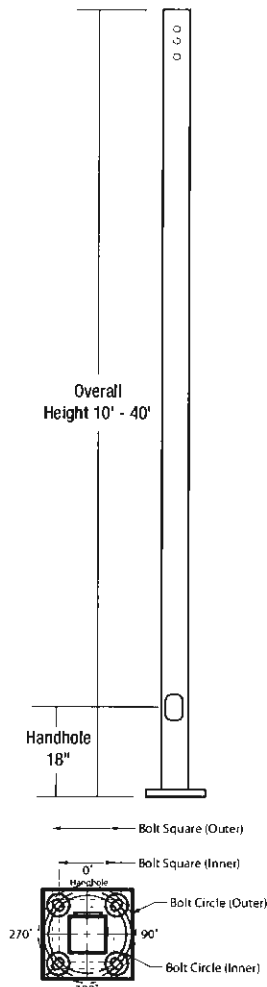
Job

Type



**HUBBELL**  
Outdoor Lighting

Approvals



## APPLICATIONS

- Lighting installations for side and top mounting of luminaires with effective projected area (EPA) not exceeding maximum allowable loading of the specified pole in its installed geographic location

## CONSTRUCTION

- SHAFT:** One-piece straight steel with square cross section, flat sides and minimum 0.23" radius on all corners; Minimum yield of 46,000 psi (ASTM-A500, Grade B); Longitudinal weld seam to appear flush with shaft side wall; Steel base plate with axial bolt circle slots welded to pole shaft having minimum yield of 36,000 psi (ASTM A36)
- BASE COVER:** Two-piece square aluminum base cover included standard
- POLE CAP:** Pole shaft supplied with removable cover when applicable; Tenon and post-top configurations also available
- HAND HOLE:** Rectangular 3x5 steel hand hole frame (2.38" x 4.38" opening); Mounting provisions for grounding lug located behind gasketed cover
- ANCHOR BOLTS:** Four galvanized anchor bolts provided per pole with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling

Anchor bolt part numbers: 3/4 x 30 x 3 — TAB-30-M38

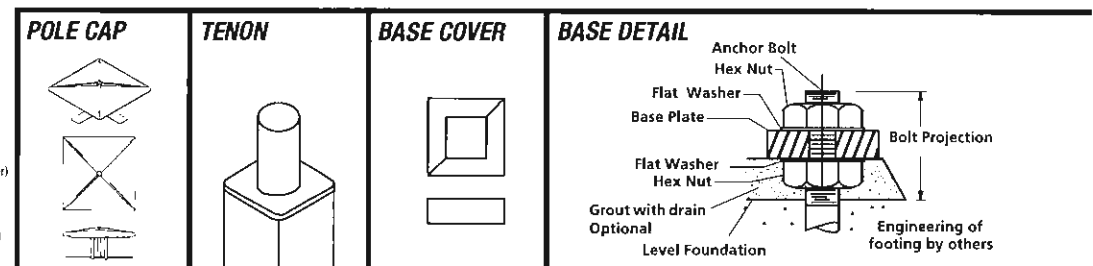
1 x 36 x 4 — TAB-36-M38

## FINISH

- Durable thermoset polyester powder coat paint finish with nominal 3.0 mil thickness
- Powder paint prime applied over "white metal" steel substrate cleaned via mechanical shot blast method
- Decorative finish coat available in seven standard colors; Custom colors available; RAL number preferable; Internal protective coating available

## WAREHOUSE 'STOCKED' POLES:

- SSSH20-40A-4-HV-DB-RDC, SSSH25-40A-4-HV-DB-RDC and SSSH30-50B-4-HV-DB-RDC
- The HV designation in the above catalog numbers is a combination of the S2 pattern and the B3 pattern



## ORDERING INFORMATION

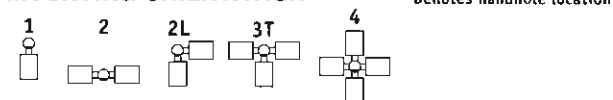
ORDERING EXAMPLE:

SSS-H - 25 - 40 - A/B/C - 2L - S2 - DB - UL

Reference page 2 for available configurations

SERIES	HEIGHT	SHAFT	THICKNESS	MOUNTING	DRILL PATTERN	FINISH	OPTIONS
SSS-H Square Straight Steel Pole Hubbell Outdoor	Reference page 2 Ordering matrix	Reference page 2 Ordering matrix	Reference page 2 Ordering matrix	<b>1</b> Single arm mount <b>2</b> Two fixtures at 180° <b>2L</b> Two fixtures at 90° <b>3T</b> Three fixtures at 90° <b>4</b> Four fixtures at 90° <b>TA</b> Tenon (2.38" OD x 4" Tall) <b>TB</b> Tenon (2.88" OD x 4" Tall) <b>TC</b> Tenon (3.5" OD x 6" Tall) <b>TR</b> Removable Tenon (2.38" x 4") <b>OT</b> Open Top (includes pole cap)	<b>S2</b> 2 bolt, 3.5" pattern <b>B3</b> 2 bolt, 2.5" spacing, Ratio	<b>DB</b> Dark Bronze Textured <b>BL</b> Black Textured <b>WH</b> White Textured <b>GR</b> Gray Textured <b>PS</b> Platinum Silver Smooth <b>CC</b> Custom Color	<b>GFI</b> 20 Amp GFCI Receptacle and Cover <b>EH</b> Extra Handhole <b>C05</b> .5" Coupling <b>C07</b> .75" Coupling <b>C20</b> 2" Coupling <b>MPB</b> Mid-pole Luminaire Bracket <b>VM2</b> 2nd mode vibration damper <b>LAB</b> Less Anchor Bolts <b>UL</b> UL Certified

## MOUNTING ORIENTATION



## ACCESSORIES- Order Separately

Catalog Number	Description
VM1 <sup>1</sup>	1st mode vibration damper
VM2SXX	2nd mode vibration damper

- Removable tenon used in conjunction with side arm mounting. First specify desired arm configuration followed by the "TR" notation. Example: SSS-H-25-40-A-1-S2-TR-DB
- Specify option location using logic found on page 2 (Option Orientation)
- VM1 recommended on poles 20' and taller with EPA of less than 1.



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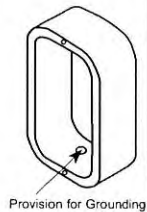
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## ORDERING INFORMATION (Continued)

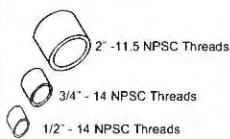
Catalog Number	Height		Nominal Shaft Dimensions	Wall Thickness	Bolt Circle (suggested)	Bolt Circle (range)	Bolt Square (range)	Base Plate Square	Anchor bolt size	Bolt Projection	Pole weight
	Feet	Meters									
SSS-H-10-40-A-XX-XX	10	3.0	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	77
SSS-H-12-40-A-XX-XX	12	3.7	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	90
SSS-H-14-40-A-XX-XX	14	4.3	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	103
SSS-H-16-40-A-XX-XX	16	4.9	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	116
SSS-H-18-40-A-XX-XX	18	5.5	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	129
SSS-H-20-40-A-XX-XX	20	6.1	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	142
SSS-H-25-40-A-XX-XX	25	7.6	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	175
SSS-H-14-40-B-XX-XX	14	4.3	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	152
SSS-H-16-40-B-XX-XX	16	4.9	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	171
SSS-H-18-40-B-XX-XX	18	5.5	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	190
SSS-H-20-40-B-XX-XX	20	6.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	209
SSS-H-25-40-B-XX-XX	25	7.6	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	257
SSS-H-30-40-B-XX-XX	30	9.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	304
SSS-H-16-50-B-XX-XX	16	4.9	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	219
SSS-H-18-50-B-XX-XX	18	5.5	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	243
SSS-H-20-50-B-XX-XX	20	6.1	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	267
SSS-H-25-50-B-XX-XX	25	7.6	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	327
SSS-H-30-50-B-XX-XX	30	9.1	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	387
SSS-H-25-50-C-XX-XX	25	7.6	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	427
SSS-H-30-50-C-XX-XX	30	9.1	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	507
SSS-H-20-60-B-XX-XX	20	6.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	329
SSS-H-25-60-B-XX-XX	25	7.6	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	404
SSS-H-30-60-B-XX-XX	30	9.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	479
SSS-H-35-60-B-XX-XX	35	10.7	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	554
SSS-H-40-60-B-XX-XX	40	12.2	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	629
SSS-H-30-60-C-XX-XX	30	9.1	6" square	.25"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	614
SSS-H-35-60-C-XX-XX	35	10.7	6" square	.25"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	712
SSS-H-40-60-C-XX-XX	40	12.2	6" square	.25"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	809

NOTE: Factory supplied template must be used when setting anchor bolts. Hubbell Lighting will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

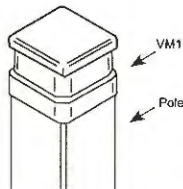
### EHH - EXTRA HANDHOLE



### C05 - C07 - C20 - COUPLING

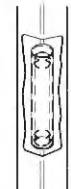


### VM1 - VIBRATION DAMPER 1ST MODE



Field Installed Pole Top damper designed to reduce pole top deflection or sway. VM1 is recommended for pole systems 25' and taller with a total EPA of 1.0 or less.

### VM2 - VIBRATION DAMPER 2ND MODE



Factory installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.

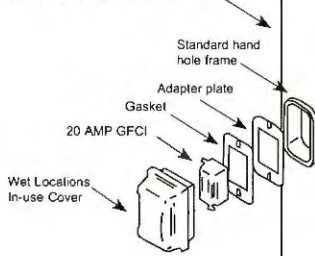
### VM2SXX - VIBRATION DAMPER 2ND MODE



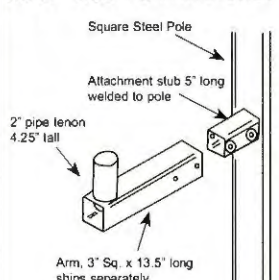
VM2S08 - 8'  
VM2S12 - 12'  
VM2S16 - 16'  
VM2S20 - 20'  
VM2S24 - 24'

Field installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.

### GFI - 20 AMP GFCI RECEPTACLE & COVER

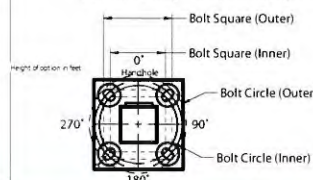


### MPB - MID POLE BRACKET



### OPTION ORIENTATION

Follow the logic below when ordering location specific options. For each option, include its orientation (in degrees) and its height (in feet). Example: Option C07 should be ordered as: **SSS-H-20-40-A-TA-DB-C07-0-15** (.5" coupling on the handhole/arm side of pole, 15 feet up from the pole base) 1' spacing required between option. Consult factory for other configurations.



For more information about pole vibration and vibration dampers, please consult [https://hubbellcdn.com/ohwassets/HL/outdoor/resources/literature/files/Pole\\_Wind\\_Induced\\_Flyer\\_HL010022.pdf](https://hubbellcdn.com/ohwassets/HL/outdoor/resources/literature/files/Pole_Wind_Induced_Flyer_HL010022.pdf)  
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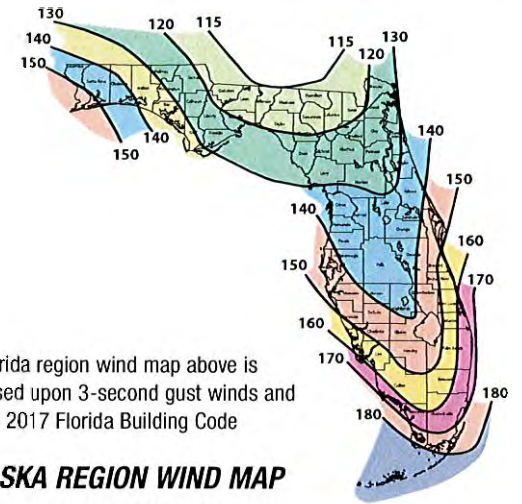
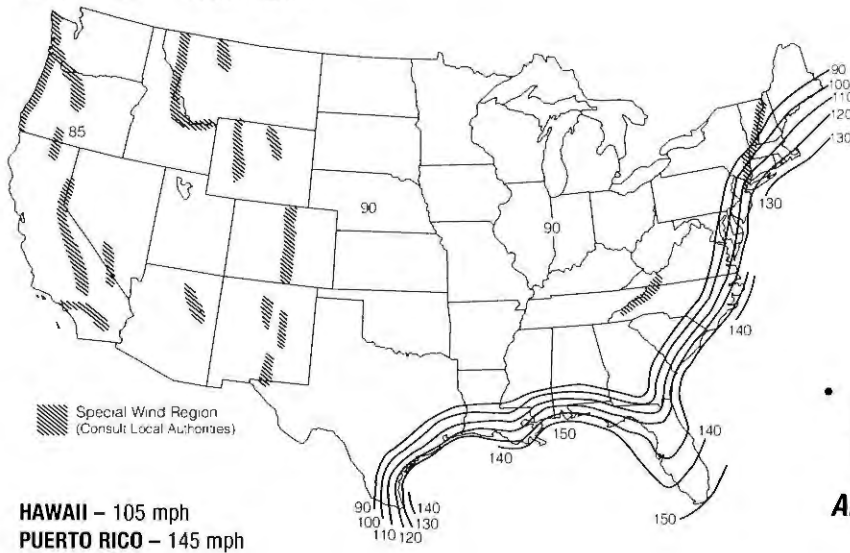
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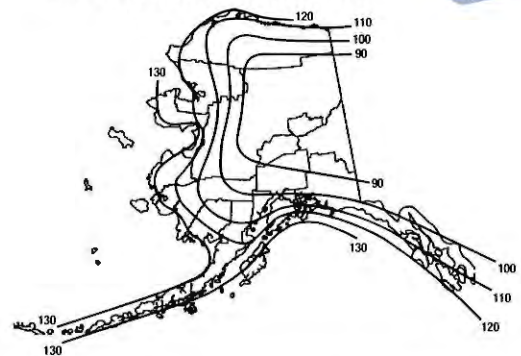
# ASCE7-05 WIND MAP

# FLORIDA REGION WIND MAP



- Florida region wind map above is based upon 3-second gust winds and the 2017 Florida Building Code

## ALASKA REGION WIND MAP



ASCE 7-05 wind map EPA Load Rating - 3 second gust wind speeds (Use for all locations except Florida)										
Catalog Number	85	90	100	105	110	120	130	140	145	150
SSS-H-10-40-A	25.0	25.0	25.0	22.8	20.6	17.0	14.2	11.9	11.0	10.1
SSS-H-12-40-A	25.0	25.0	20.0	18.0	16.1	13.2	10.8	8.9	8.1	7.4
SSS-H-14-40-A	23.1	20.4	16.1	14.3	12.8	10.2	8.2	6.6	5.9	5.3
SSS-H-16-40-A	19.0	16.7	13.0	11.5	10.1	7.9	6.2	4.7	4.1	3.6
SSS-H-18-40-A	15.6	13.6	10.0	9.0	7.8	5.9	4.4	3.1	2.6	2.1
SSS-H-20-40-A	12.7	10.9	7.9	6.9	5.9	4.2	2.8	1.7	1.3	0.9
SSS-H-25-40-A	7.3	5.9	3.8	2.9	2.1	0.8	NR	NR	NR	NR
SSS-H-14-40-B	25.0	25.0	23.3	20.8	18.6	15.1	12.3	10.2	9.2	8.4
SSS-H-16-40-B	25.0	24.9	19.4	17.3	15.4	12.3	9.9	8.0	7.2	6.4
SSS-H-18-40-B	24.0	20.8	16.1	14.2	12.5	9.8	7.7	6.1	5.3	4.7
SSS-H-20-40-B	20.2	17.5	13.2	11.6	10.1	7.7	5.9	4.4	3.8	3.2
SSS-H-25-40-B	12.8	11.0	7.9	6.7	5.5	3.7	2.3	1.2	0.7	NR
SSS-H-30-40-B	8.0	6.6	4.1	3.1	2.2	0.8	NR	NR	NR	NR
SSS-H-16-50-B	25.0	25.0	25.0	25.0	24.8	20.1	16.5	13.6	12.3	11.2
SSS-H-18-50-B	25.0	25.0	25.0	22.9	20.4	16.4	13.2	10.7	9.6	8.6
SSS-H-20-50-B	25.0	25.0	21.3	18.9	16.7	13.2	10.4	8.1	7.2	6.3
SSS-H-25-50-B	20.7	17.8	13.3	11.5	9.8	7.2	5.0	3.3	2.6	1.9
SSS-H-30-50-B	13.5	11.3	7.7	6.2	4.9	2.8	1.1	NR	NR	NR
SSS-H-25-50-C	25.0	25.0	19.4	17.1	15.1	11.7	9.0	6.9	6.0	5.1
SSS-H-30-50-C	20.1	17.3	12.7	10.9	9.3	6.6	4.5	2.8	2.1	1.4
SSS-H-20-60-B	25.0	25.0	25.0	25.0	20.2	16.1	12.9	11.5	10.3	
SSS-H-25-60-B	25.0	25.0	20.6	18.0	15.6	11.8	8.7	6.2	5.2	4.2
SSS-H-30-60-B	21.4	18.1	12.9	10.7	8.8	5.7	3.3	1.3	NR	NR
SSS-H-35-60-B	14.0	11.3	6.9	5.2	3.6	1.0	NR	NR	NR	NR
SSS-H-40-60-B	8.1	5.8	2.2	nr	NR	NR	NR	NR	NR	NR
SSS-H-30-60-C	24.3	20.5	14.6	12.2	10.2	6.8	4.2	2.2	1.3	0.5
SSS-H-35-60-C	16.6	13.5	8.6	6.6	4.9	2.1	NR	NR	NR	NR
SSS-H-40-60-C	10.6	7.9	3.7	2.1	0.6	NR	NR	NR	NR	NR

Florida Building Code 2017 EPA Load Rating - 3 second gust wind speeds (Use for Florida only)										
Catalog Number	115	120	130	140	150	160	170	180		
SSS-H-10-40-A	25.0	25.0	25.0	25.0	21.4	18.4	15.9	13.9		
SSS-H-12-40-A	25.0	25.0	23.6	19.8	16.7	14.2	12.1	10.4		
SSS-H-14-40-A	25.0	23.1	19.0	15.7	13.1	10.9	9.1	7.6		
SSS-H-16-40-A	20.8	18.7	15.2	12.3	10.1	8.2	6.7	5.4		
SSS-H-18-40-A	16.8	15.0	11.9	9.4	7.5	5.9	4.5	3.4		
SSS-H-20-40-A	13.6	11.9	9.2	7.1	5.3	3.9	2.7	1.7		
SSS-H-25-40-A	7.4	6.2	4.1	2.5	1.1	NR	NR	NR		
SSS-H-14-40-B	25.0	23.6	19.4	16.1	13.4	11.2	9.4	7.8		
SSS-H-16-40-B	21.4	19.2	15.6	12.7	10.4	8.5	6.9	5.6		
SSS-H-18-40-B	17.2	15.4	12.2	9.7	7.7	6.1	4.7	3.6		
SSS-H-20-40-B	13.9	12.3	9.5	7.3	5.5	4.1	2.9	1.9		
SSS-H-25-40-B	7.7	6.4	4.3	2.6	1.3	NR	NR	NR		
SSS-H-30-40-B	3.2	2.1	NR	NR	NR	NR	NR	NR		
SSS-H-16-50-B	25.0	25.0	25.0	25.0	25.0	21.4	18.2	15.5		
SSS-H-18-50-B	25.0	25.0	25.0	24.4	20.4	17.0	14.2	11.9		
SSS-H-20-50-B	25.0	25.0	24.4	19.9	16.3	13.4	11.0	8.9		
SSS-H-25-50-B	21.8	19.3	15.0	11.5	8.8	6.5	4.7	3.1		
SSS-H-30-50-B	13.7	11.7	8.2	5.5	3.3	1.5	NR	NR		
SSS-H-25-50-C	21.8	19.3	15.0	11.5	8.8	6.5	4.7	3.1		
SSS-H-30-50-C	13.7	11.7	8.2	5.5	3.3	1.5	NR	NR		
SSS-H-20-60-B	25.0	25.0	25.0	21.9	17.8	14.5	11.7	9.4		
SSS-H-25-60-B	23.8	20.9	16.1	12.3	9.2	6.6	4.5	2.8		
SSS-H-30-60-B	14.6	12.3	8.4	5.3	2.8	0.8	NR	NR		
SSS-H-35-60-B	7.5	5.6	2.4	NR	NR	NR	NR	NR		
SSS-H-40-60-B	1.8	NR	NR	NR	NR	NR	NR	NR		
SSS-H-30-60-C	14.6	12.3	8.4	5.3	2.8	0.8	NR	NR		
SSS-H-35-60-C	7.5	5.6	2.4	NR	NR	NR	NR	NR		
SSS-H-40-60-C	1.8	NR	NR	NR	NR	NR	NR	NR		



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#### NOTES

- Allowable EPA, to determine max pole loading weight, multiply allowable EPA by 30 lbs.
- The tables for allowable pole EPA are based on the ASCE 7-05 Wind Map or the Florida Region Wind Map for the 2010 Florida Building Code. The Wind Maps are intended only as a general guide and cannot be used in conjunction with other maps. Always consult local authorities to determine maximum wind velocities, gusting and unique wind conditions for each specific application
- Allowable pole EPA for jobsite wind conditions must be equal to or greater than the total EPA for fixtures, arms, and accessories to be assembled to the pole. Responsibility lies with the specifier for correct pole selection. Installation of poles without luminaires or attachment of any unauthorized accessories to poles is discouraged and shall void the manufacturer's warranty
- Wind speeds and listed EPAs are for ground mounted installations. Poles mounted on structures (such as bridges and buildings) must consider vibration and coefficient of height factors beyond this general guide; Consult local and federal standards
- Wind Induced Vibration brought on by steady, unidirectional winds and other unpredictable aerodynamic forces are not included in wind velocity ratings. Consult Hubbell Lighting's Pole Vibration Application Guide for environmental risk factors and design considerations, [https://hubbellcdn.com/ohwassets/HLU/outdoor/resources/literature/files/Pole\\_Wind\\_Induced\\_Flyer\\_HLOI0022.pdf](https://hubbellcdn.com/ohwassets/HLU/outdoor/resources/literature/files/Pole_Wind_Induced_Flyer_HLOI0022.pdf)
- Extreme Wind Events like, Hurricanes, Typhoons, Cyclones, or Tornadoes may expose poles to flying debris, wind shear or other detrimental effects not included in wind velocity ratings

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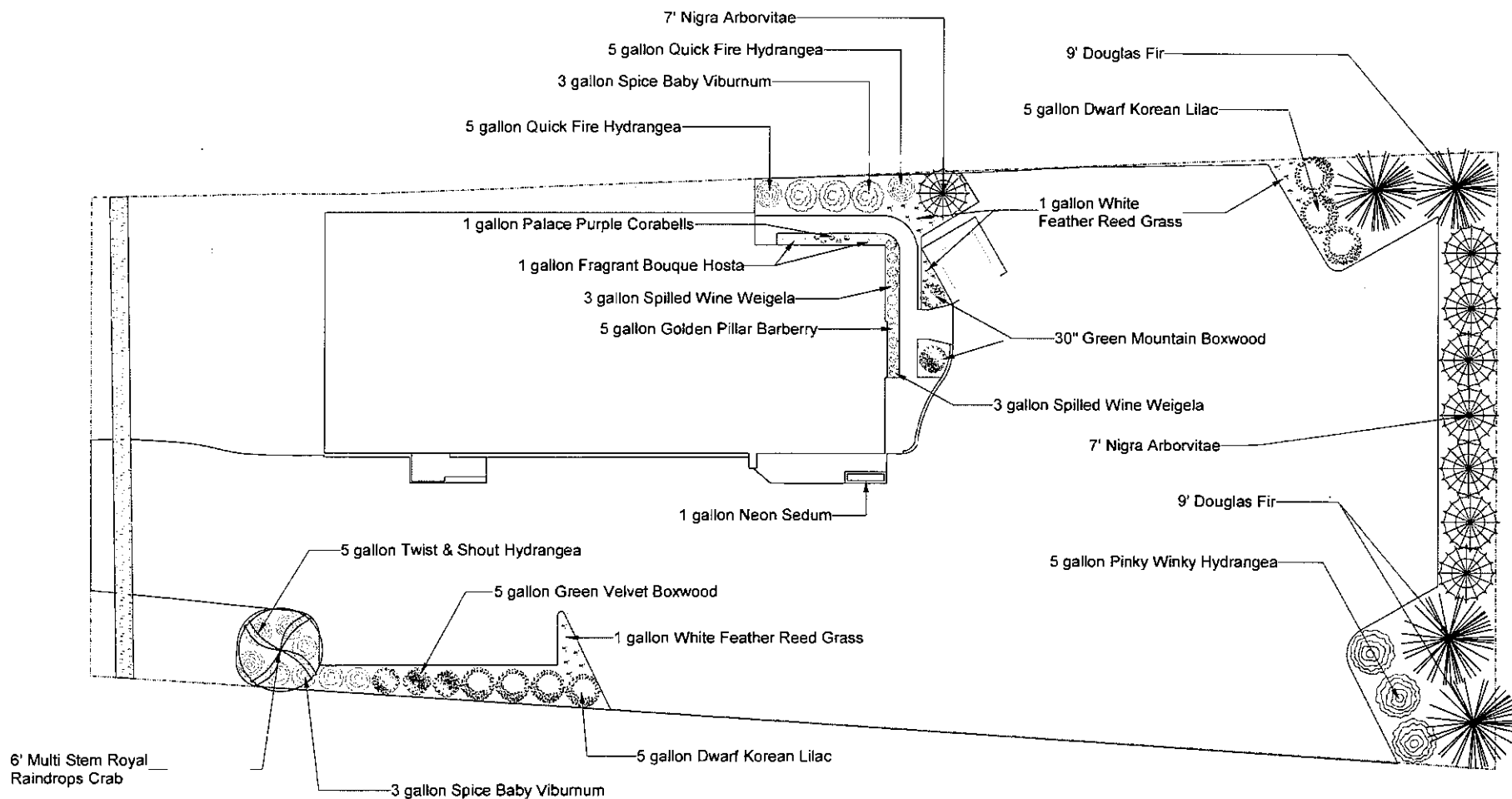
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110 E Ogden Ave  
Hinsdale, IL 60521

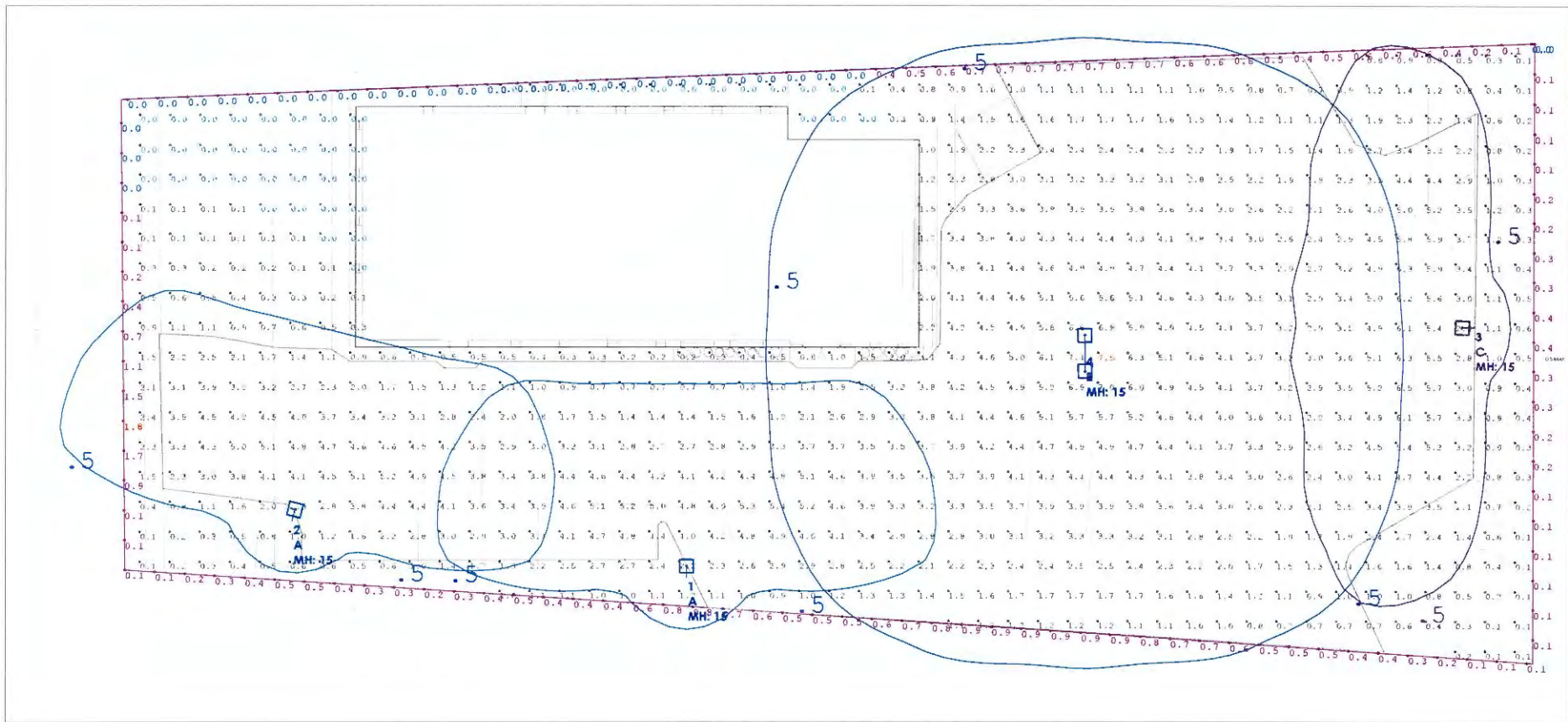
Design by:

*CMS Landscapes Inc*

5719 Pershing Ave  
Downers Grove, IL 60516  
Phone: (630)319-1380  
info@cmslandscapes.com

Scale: 1/8"=1'0"





Luminaire Schedule									
Symbol	Qty	Tag	Label	Arrangement	Lum. Watts	Arr. Watts	Lum. Lumens	Arr. Lum. Lumens	LLF
	2	A	RAR-2-320L-110-3K7-4-BC	SINGLE	100	100	7947	7947	0.900
	1	B	RAR-2-320L-110-3K7-SQW-2	2 @ 180 DEGREES	100.3	200.6	14629	29258	0.900
	1	C	RAR-2-320L-110-3K7-3-BC	SINGLE	105	105	8506	8506	0.900

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.37	1.8	0.0	N.A.	N.A.
PROPERTY PLANT	Illuminance	Fc	2.44	7.5	0.0	N.A.	N.A.
PARKING	Illuminance	Fc	3.29	7.5	0.7	4.70	10.71

Luminaire Location Summary						
LumNo	Tag (Qty)	Label	X	Y	Z	Height
1	A (1)	RAR-2-320L-110-3K7-4-BC	971.385	-670.353	15	90
2	A (1)	RAR-2-320L-110-3K7-4-BC	905.521	-660.781	15	75.998
3	C (1)	RAR-2-320L-110-3K7-SQW-2	1103.264	-628.237	15	178.904
4	B (2)	RAR-2-320L-110-3K7-3-BC	1037.956	-632.64	15	270.59

Parking Lot Design Guide	Basic (for typical conditions)	Basic Enhanced Security (in consideration of personal security or vandalism)	Security (security lighting for public spaces)	High Security (security lighting for public spaces)
	lux/ftc	lux/ftc	lux/ftc	lux/ftc
Minimum Horizontal Illuminance (Measured on parking surface without any shadowing from any object)	2.0/0.2	5.0/0.5	10.0/1.0	30.0-40.0/3.0-4.0
Uniformity Ratio: Maximum - to - Minimum	20:1	15:1	15:1	*2:1 *Avg/Min
Minimum Vertical Illuminance (for facial recognition measured at 5' above the parking surface at the point of lowest horizontal Illuminance)	1.0/0.1	2.5/0.25	5.0/0.5/0.8	12-40/1.2-4.0

Recommendations based on RP-33-99, RP-20-98, 9th Edition IESNA Lighting Handbook

PG-Enlighten is neither licensed nor insured to determine code compliance. Code compliance review by others.

PG-Enlighten is not responsible for the accuracy of the information provided in this document. The user of this document is responsible for the accuracy of the information provided in this document. The user of this document is responsible for the accuracy of the information provided in this document.

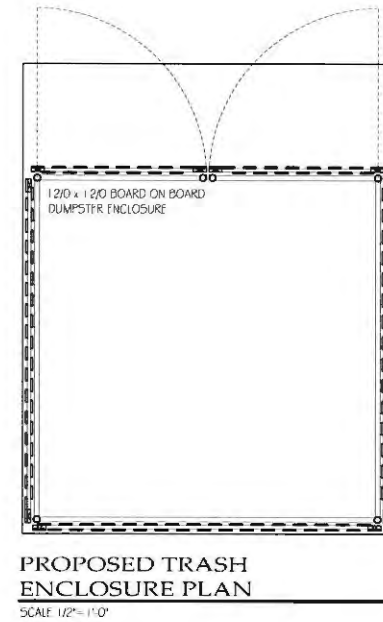
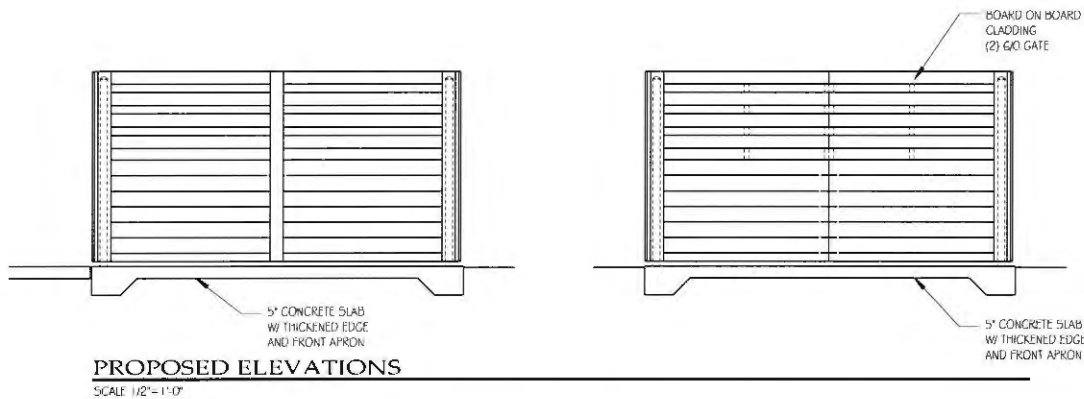
enlighten



Date	Comments

Drawn By: Joel Collins  
 Drawn By: joel.collins@pgenlighten.com  
 Date: 1/22/2020  
 Scale: 1" = 8'

Project Name:  
**THERAPEUTIC HEALTH ASSOCIATES, LLC**  
 Location:  
 110 E. OGDEN AVE, HINSDALE, IL

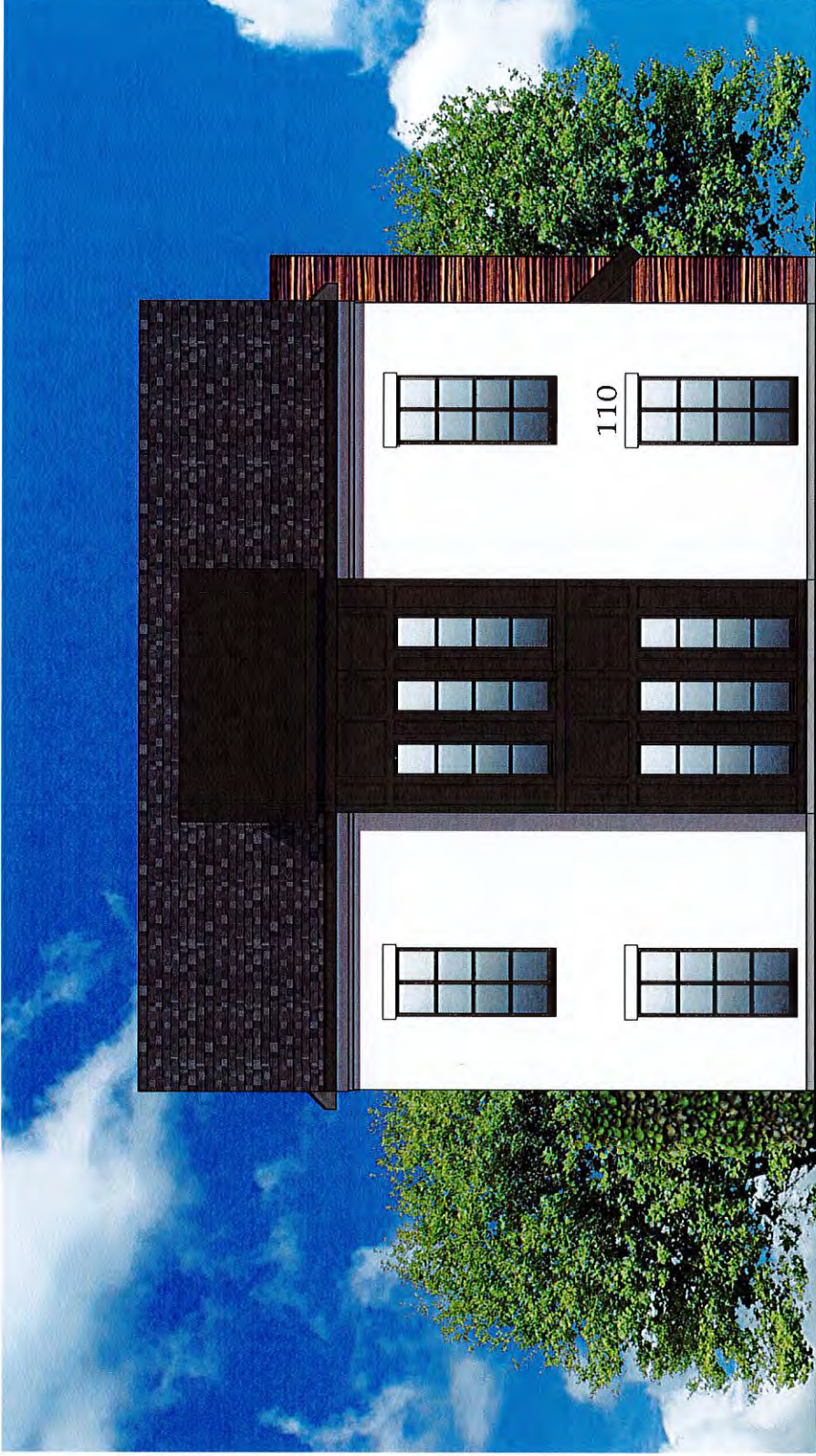






PROPOSED SOUTH ELEVATION

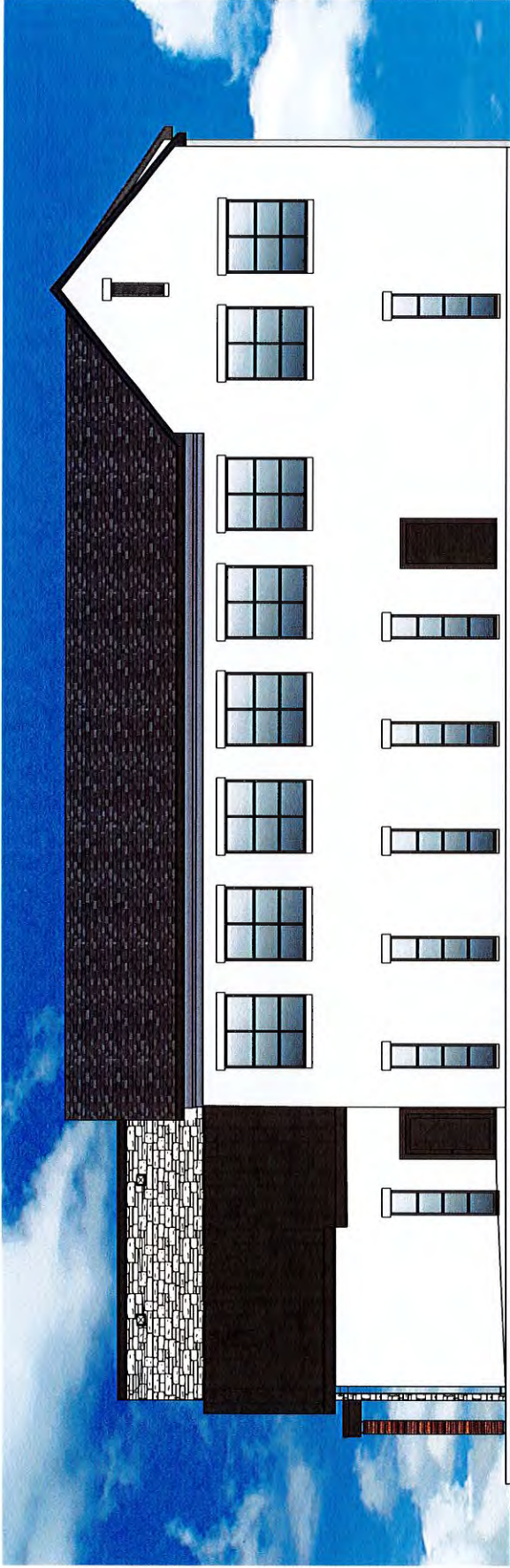




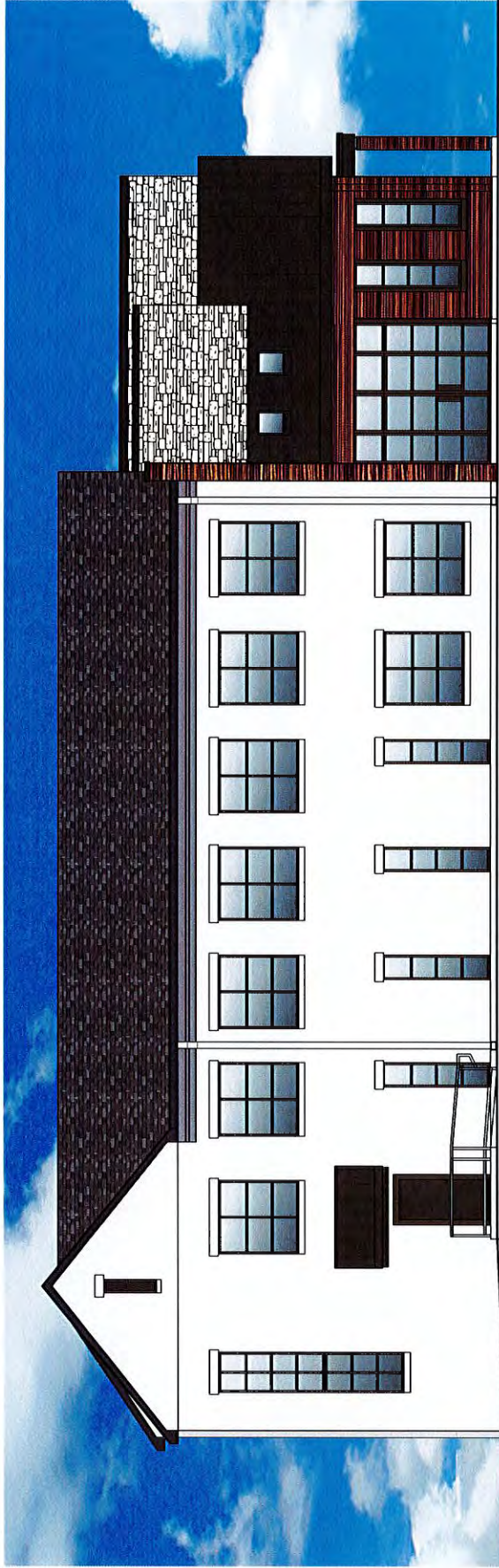
## PROPOSED NORTH ELEVATION

Therapeutic Health - 110 E. Ogdon Ave. Hinsdale, IL



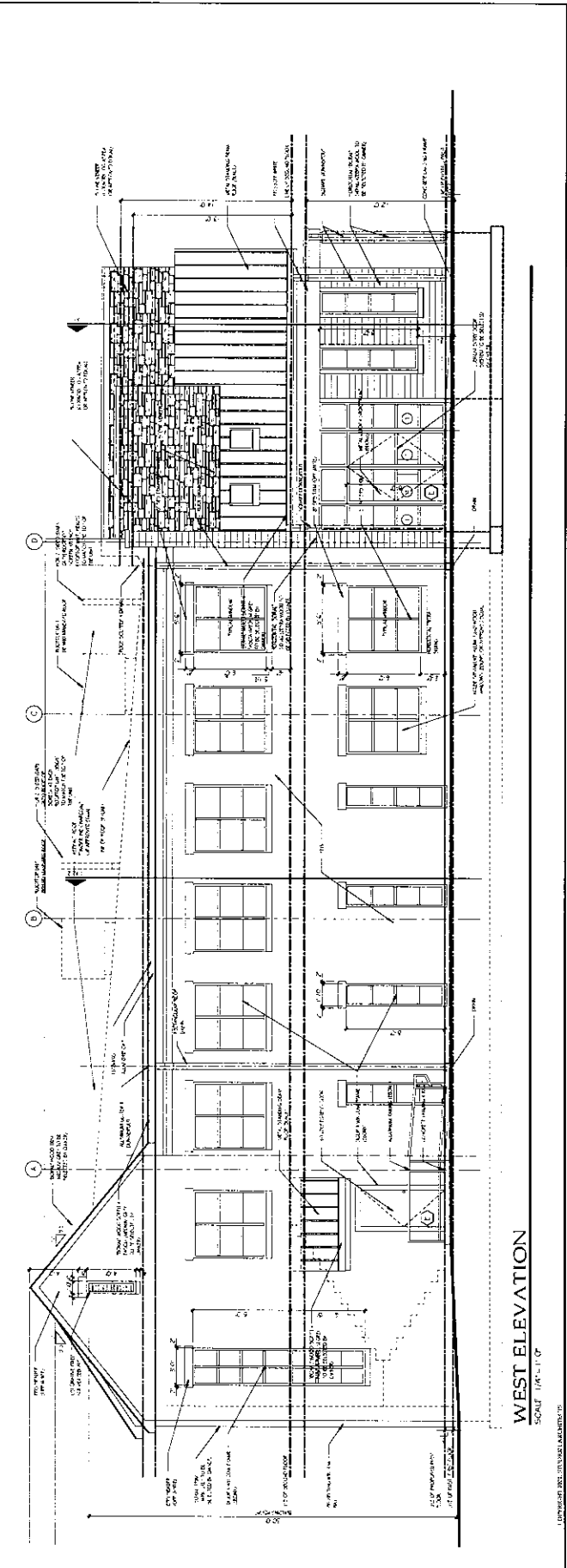
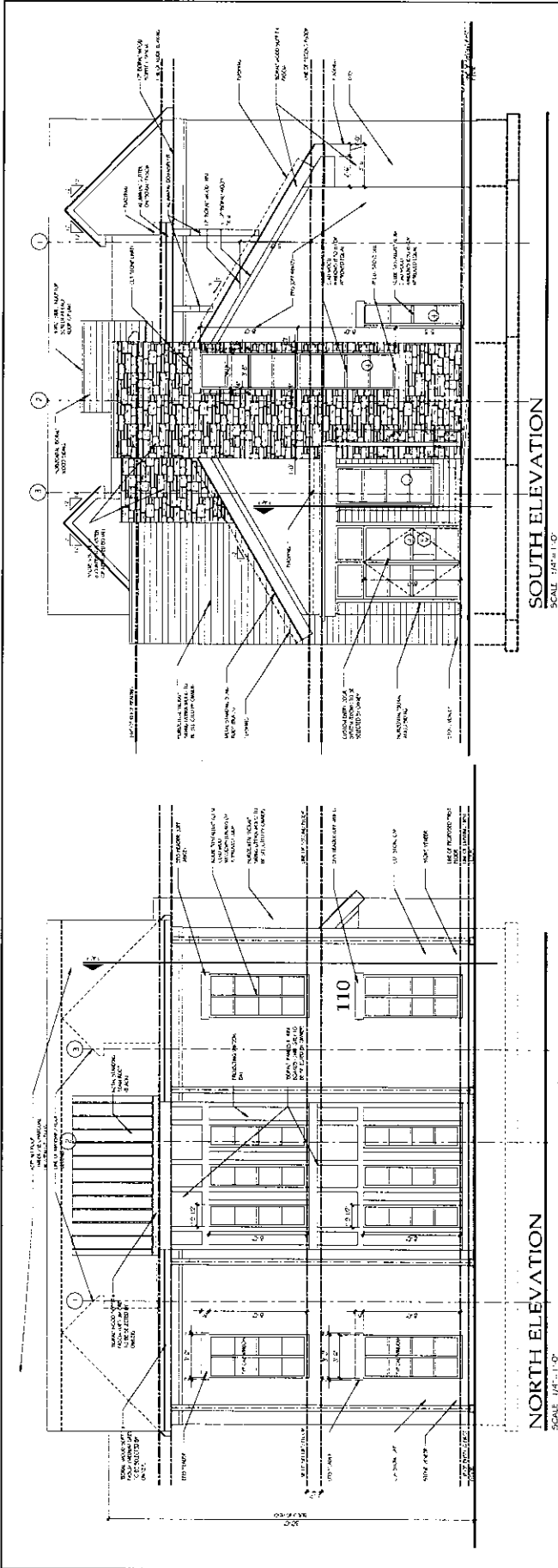


PROPOSED East ELEVATION



PROPOSED West ELEVATION







FC

COMMONLY KNOWN AS 114 E. OGDEN AVENUE, HINSDALE, ILLINOIS



OF HEARING - ASSUMED

## LEGEND



11614 Algonquin Rd.  
Huntley, IL 60142

TOPOGRAPHICAL-ALTA/NSPS BOUNDARY-SUBDIVISIONS-MORTGAGE-CONDOMINIUM

Phone: (847) 438-1710  
Fax: (847) 438-1712

ORDER NO.  
18-0640

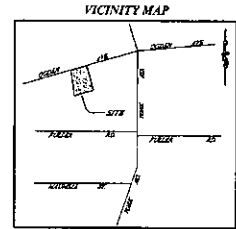
*Jens H. Doe*  
Professional Land Surveyors, P.C.  
**ALTA/NSPS LAND TITLE SURVEY**  
of

Scale - 1 inch = 25 feet

LEGEND	
⊙	MANHOLE
⊠	CATCH BASIN
□	UTILITY PEG/STAKE
+	FENCE POST
—	SON
●	UTILITY POLE
—	OVERHEAD WIRES
—	ELEC. METER
—	TELEPHONE INTERFERENCE POINT
—	CONCRETE
—	BLACKTOP

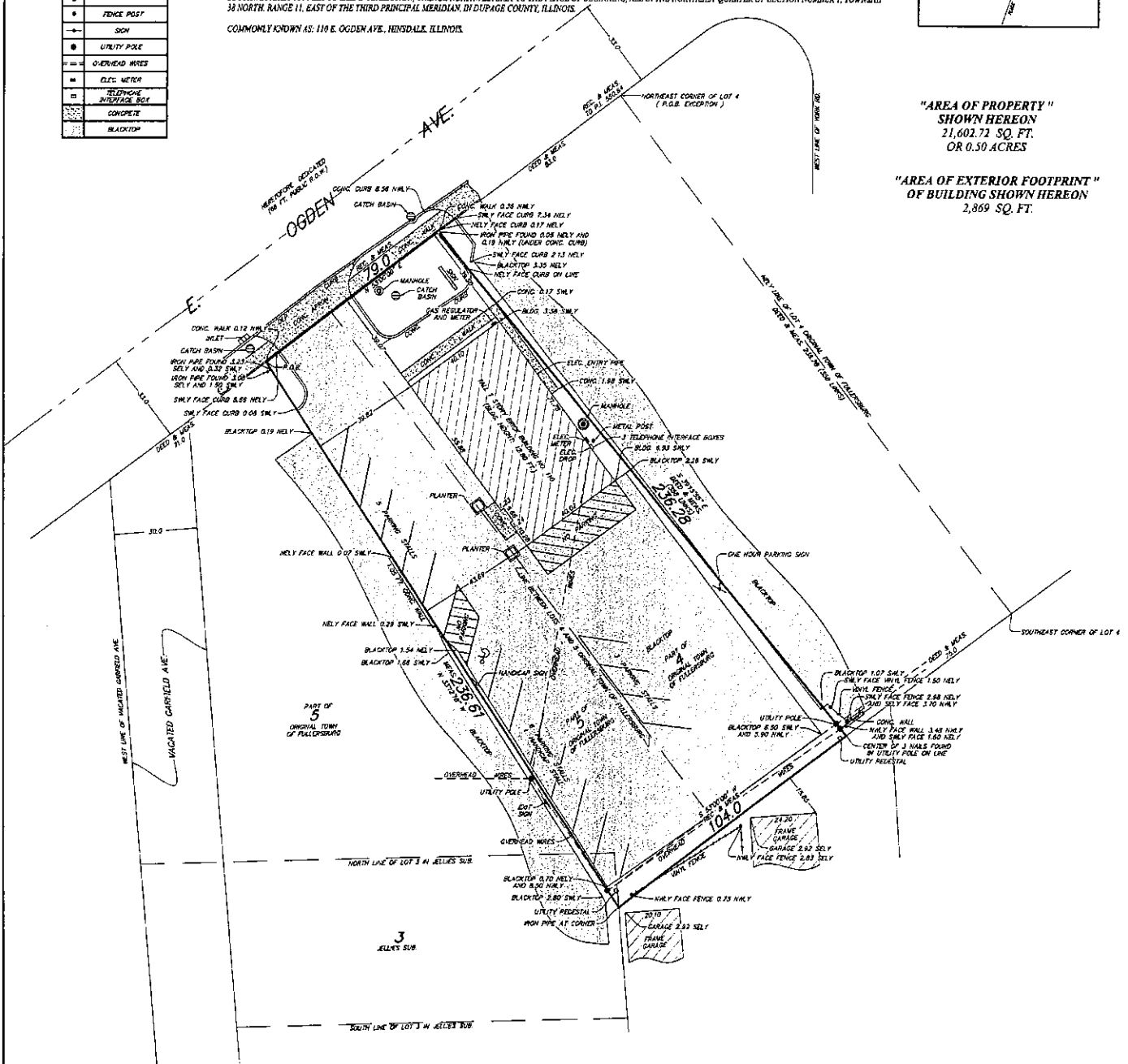
THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 1 OF THE ORIGINAL TOWN OF FULLERSBURG (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 1 (EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBER 4; THENCE WEST 89 FEET; THENCE SOUTH 155 LINES; THENCE EAST 75 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 4; THENCE NORTH 355 LINES TO THE PLACE OF BEGINNING) IN THE ORIGINAL TOWN OF FULLERSBURG AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE 71 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE WITH THE WEST LINE OF VACATED GARFIELD AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE 79 FEET; THENCE SOUTHEASTERLY 235.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG; THENCE SOUTHEASTERLY 104 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTH LINE OF LOT 1 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG WITH THE EAST LOT LINE OF LOT 3 IN JELLIES SUBDIVISION; THENCE SOUTHWESTERLY 104 FEET TO SAID INTERSECTION; THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING, ALL IN THE NORTHEAST QUARTER OF SECTION NUMBER 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 119 E. OGDEN AVE., HENS DALE, ILLINOIS



"AREA OF PROPERTY"  
SHOWN HEREON  
21,602.72 SQ. FT.  
OR 0.50 ACRES

"AREA OF EXTERIOR FOOTPRINT"  
OF BUILDING SHOWN HEREON  
2,869 SQ. FT.



NOTE:

THE PROPERTY SHOWN HEREON REFLECTS MATTERS OF TITLE AS CONTAINED IN GREATER ILLINOIS TITLE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. 0000011, EFFECTIVE DATE: OCTOBER 19, 2018.

THIS PROPERTY SHOWN HEREON IS LOCATED IN 2016 "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.3% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17043001K, EFFECTIVE DATE: DECEMBER 19, 2004.

TOTAL NUMBER OF STRIPED PARKING STALLS SHOWN HEREON = 15 WHICH INCLUDES 1 HANDICAP STALL.

THERE IS NO VISIBLE EVIDENCE OF ANY SIDEWALK OR STREET REPAIRS BEING PERFORMED ON THE DEDICATED RIGHT-OF-WAYS SHOWN HEREON.

THERE IS NO VISIBLE EVIDENCE OF ANY EARTH MOVING WORK OR EXTERIOR BUILDING CONSTRUCTION BEING PERFORMED ON THE PROPERTY SHOWN HEREON.

THERE ARE NO OFF-SITE EASEMENTS OR SERVITUDES BENEFITING THE SUBJECT PROPERTY SHOWN HEREON.

STATE OF ILLINOIS  
COUNTY OF COOK

JENS H. DOE, PROFESSIONAL LAND SURVEYOR, DOES HEREBY CERTIFY TO: HIMSELF, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND GREATER ILLINOIS TITLE COMPANY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 7 (a), 8, 9, 11 (a) THROUGH 11 (c), 14, 15, 17, AND 19 (b) OF THE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 11/06/2018.

DATED THIS 6TH DAY OF NOVEMBER,

KEVIN DUFFY  
3225  
HARWOOD HTS  
CHICAGO  
ILLINOIS  
PROFESSIONAL LAND SURVEYOR  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
MY LICENSE EXPIRES 11-30-25

NOTE:  
The legal description on record on this plot is a copy of the land survey order placed by the client and for accuracy MUST be compared with the Deed. For building restrictions refer to your Attorney's Deed or Covenants.

Courtesy: American Surveying and Mapping, Inc. Building and report any discrepancy to the office immediately.


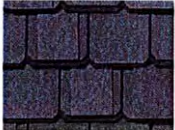





Dimensions shown hereon are not to be assumed or made.

Dimensions shown hereon are subject and dependant thereon.

Field work completion date: October 30, 2018.

ORDERED BY:

MUCH SHELIST, P.C.

Selection	Description/Location	Vendor/Spec/Finish/Notes	Image
Roof/Windows			
EXT COLOR 1	Metal Standing Seam Roof, Kolbe Aluminum Clad Wood Windows, Aluminum Railing, Metal Door & Storefront	Vendor: Cabot Stain Series: Solid Stain Color: Black	 Black
EXT COLOR 2	Asphalt Roof	Vendor: CertianTeed Series: Grand Manor Color: Black Pearl	
Stone/Stucco			
EXT COLOR 3	Stucco, EFIS Header	Vendor: Synergy Series: Gateway Color: 3058 Nightingale	 3058 Nightingale
EXT COLOR 4	Limestone	ArcuStone	
Other			
EXT COLOR 5	Boral Trim, Horizontal Sided Rooftop Screen At Each Unit	Vendor: Cabot Stain Series: Solid Stain Color: Dark Gray	 Dark Gray
EXT COLOR 6	Boral Wood Soffit & Fascia	Vendor: Cabot Stain Series: Solid Stain Color: Driftwood Gray	 Driftwood Gray
EXT COLOR 7	Horizontal Boral Siding	Vendor: Cabot Stain Series: Semi Solid Stain Color: Sycamore	 Sycamore



**3089** Gauze

**3090** Honeysuckle

**440** Custard

**3085** Meringue

**3097** Sa

**3046** Finesse

**3084** Egg Nog

**3075** Parsnip

**3034** Muslin

**601** Dy

**354** Stark White

**330** Ultra-White

**3058** Nightingale

**3096** Orchid

**3092**

**3045** Edelweiss

**3068** Birch

**3050** Nougat

**410** Snow

**3094**



VILLAGE OF HINSDALE 2019

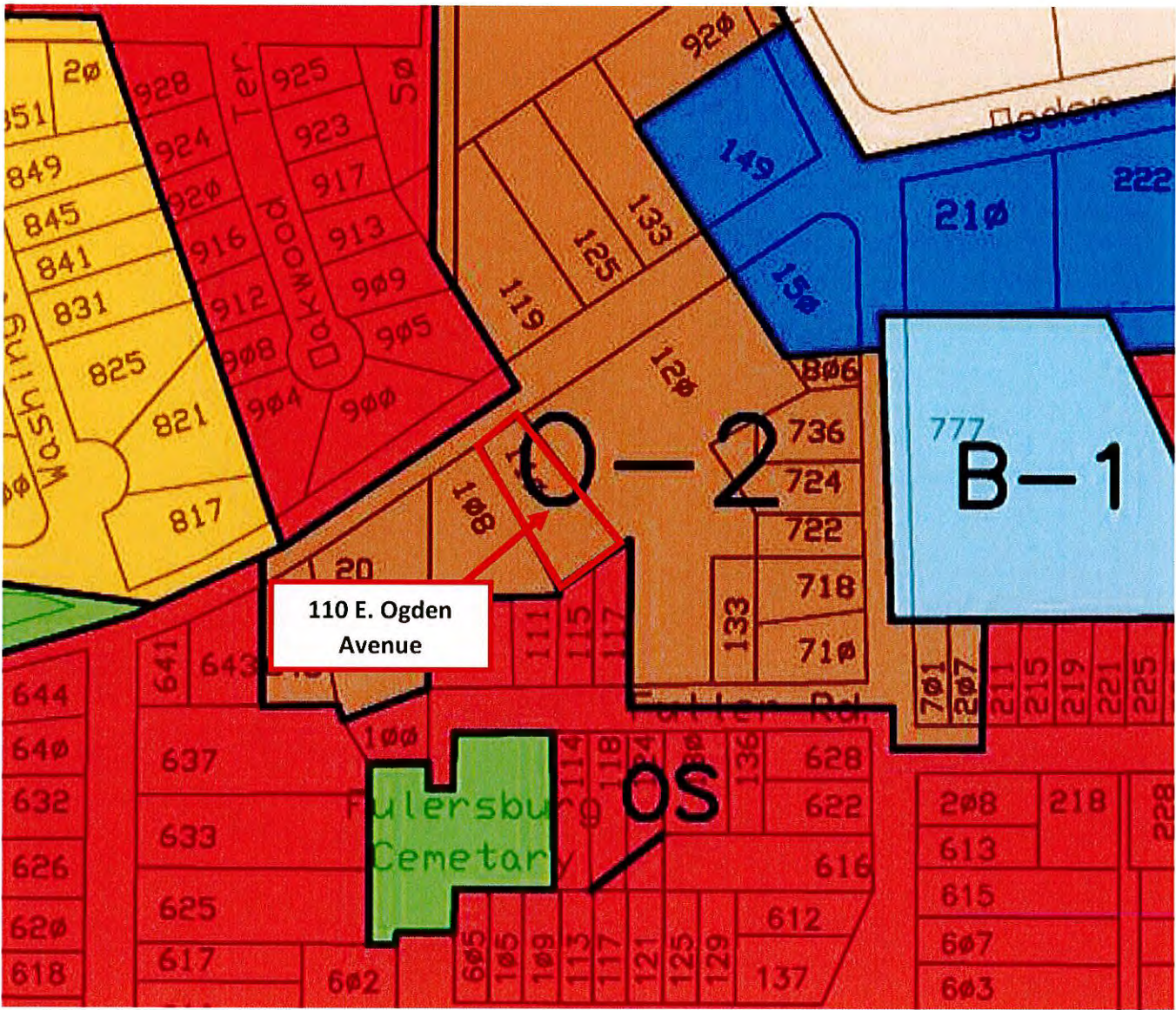
110 E. Ogden Avenue

Zoning District Boundaries

- R-1 Single-Family Residential District
- R-2 Single-Family Residential District
- R-4 Single-Family Residential District
- R-5 Single-Family Residential District
- IB Single-Family Residential District
- OS Office District
- B-1 Business District
- B-2 Business District
- B-3 Business District
- HS Hospital District



Village of Hinsdale Zoning Map and Project Location





Aerial View – 110 E. Ogden Avenue





Birds Eye View – 110 E. Ogden Avenue (Looking South)





Street View – 110 E. Ogden Avenue





**VILLAGE OF HINSDALE**

**ORDINANCE NO. O2020-07**

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN  
FOR EXPANSION AND REDEVELOPMENT OF AN EXISTING BUILDING – DR.  
VANWORMER-HARTMAN - 110 E. OGDEN AVENUE**

**WHEREAS**, Studio21 Architects, on behalf of Dr. Cara VanWormer-Hartman (the "Applicant") has submitted an application (the "Application") seeking exterior appearance and site plan approval for the construction of a second story and other redevelopment of the existing commercial building at 110 E. Ogden Avenue (the "Subject Property"). The Subject Property is located in the O-2 Limited Office Zoning District and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property is currently improved with a vacant one-story commercial building. In addition to the second story addition, comprehensive façade and rear parking lot landscaping improvements are also proposed. The Applicant desires to purchase and occupy the Subject Property as a medical office building with future medical office tenants. The proposed improvements are depicted in the Exterior Appearance and Site Plans attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended; and

**WHEREAS**, on February 12, 2020, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

**WHEREAS**, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plans on a vote of six (6) ayes, zero (0) nays, and three (3) absent, as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

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

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

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **Color of Building.** The Applicant shall revise the color of the building in the proposed plans reviewed by the Plan Commission from bright white to ivory or another more muted color.
- E. **Fence Extension.** The Applicant shall extend the existing white fence along the rear property line.
- F. **After Hours Lighting.** The Applicant shall dim the parking area lights to security levels during non-business hours.

**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

ADOPTED this 16th day of March, 2020, pursuant to a roll call vote as follows:

AYES: Trustees Posthuma, Stifflear, Hughes, Byrnes

NAYS: None

ABSENT: Trustees Banke and Haarlow

APPROVED by me this 16th day of March, 2020, and attested to by the Village Clerk this same day.



Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton  
Christine M. Bruton, Village Clerk

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

By: Cap

Its: owner

Date: March 16, 2020

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 3 OF THE ORIGINAL TOWN OF FULLERSBURGE (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 3 (EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBER 4; THENCE WEST 83 FEET; THENCE SOUTH 358 LINKS; THENCE EAST 75 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 4; THENCE NORTH 358 LINKS TO THE PLACE OF BEGINNING) IN THE ORIGINAL TOWN OF FULLERSBURG AND ORE PARTICULARY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF OGDEN AVENUE 71 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF OGDEN AVENUE WITH THE WEST LINE OF VACATED GARFIELD AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE 79 FEET; THENCE SOUTHEASTERLY 235.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG; WHICH SAID POINT IS 104 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTH LINE OF LOT 5 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG WITH THE EAST LOT LINE OF LOT 3 IN JELLIES SUBDIVISION; THENCE SOUTHWESTERLY 104 FEET TO SAID INTERSECTION; THENCE NORTHWESTERLY TO THE PLACE OF THE BEGINNING, ALL IN THE NORTHEAST QUARTER OF SECTION NUMBER 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-01-202-202-0000

COMMONLY KNOWN AS: 110 E. OGDEN AVENUE, HINSDALE, IL 60521



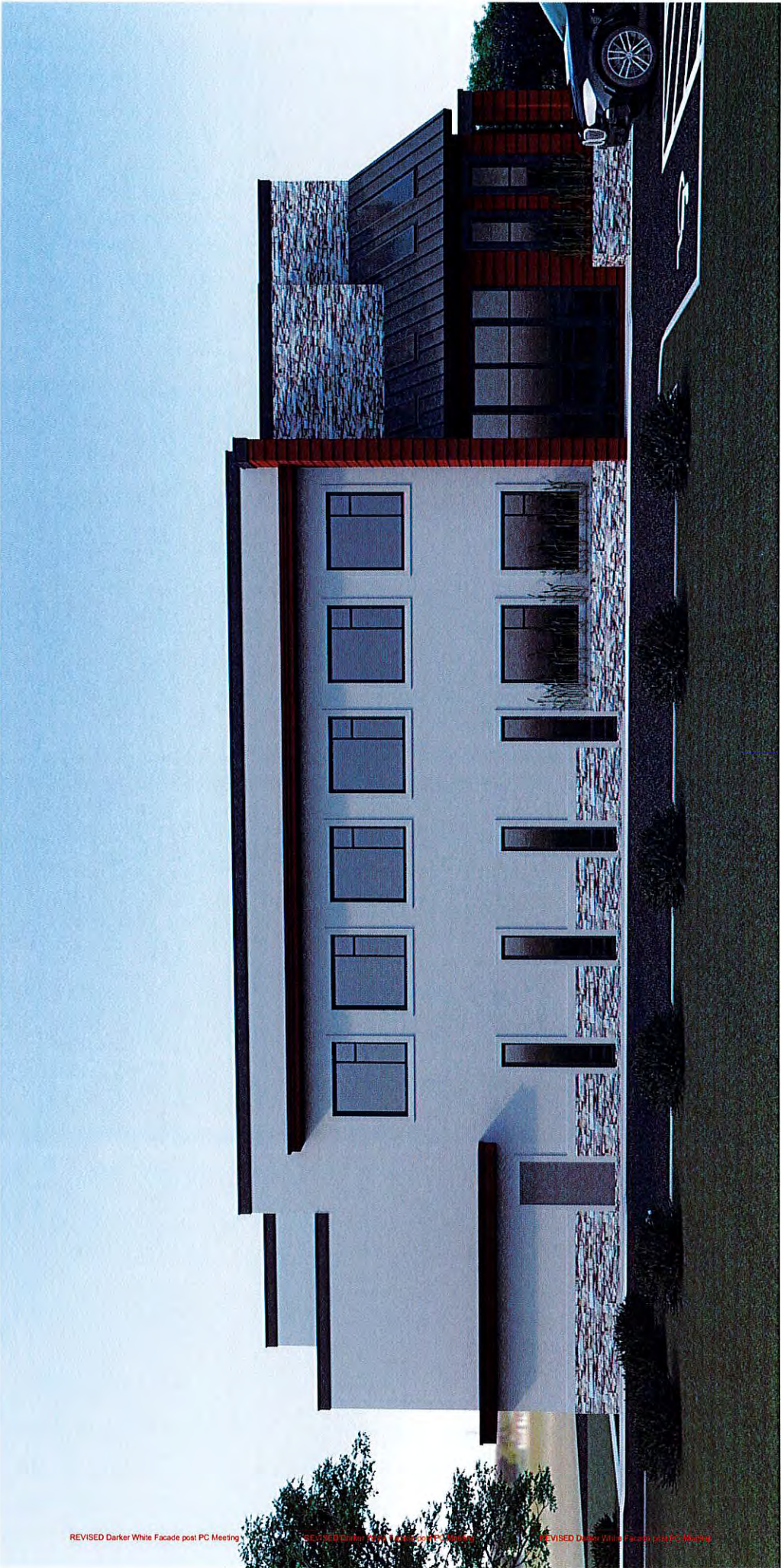


REVISED Darker White Facade post PC Meeting

REVISED Darker White Facade post PC Meeting

REVISED Darker White Facade post PC Meeting



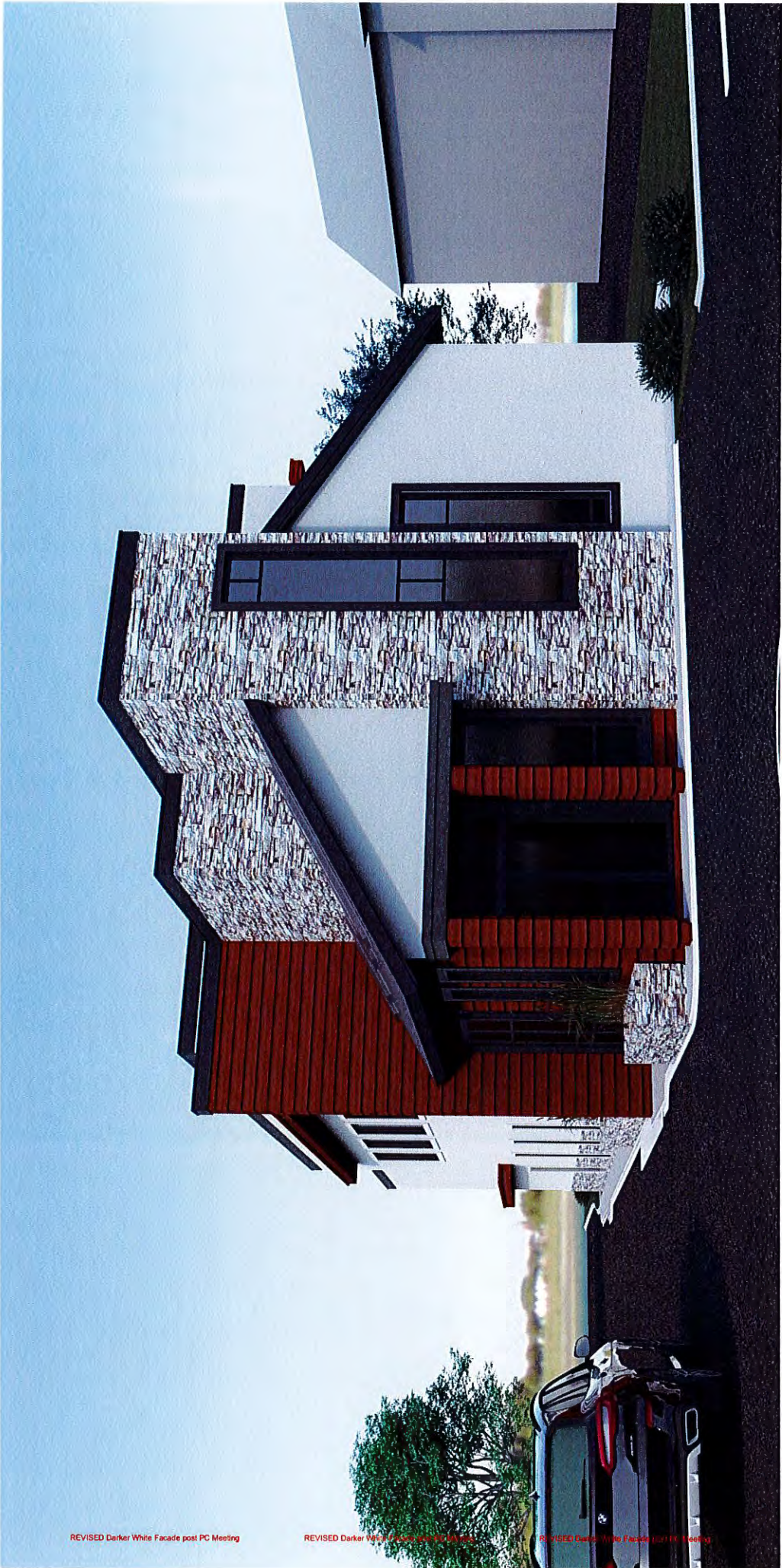


REVISED Darker White Facade post PC Meeting

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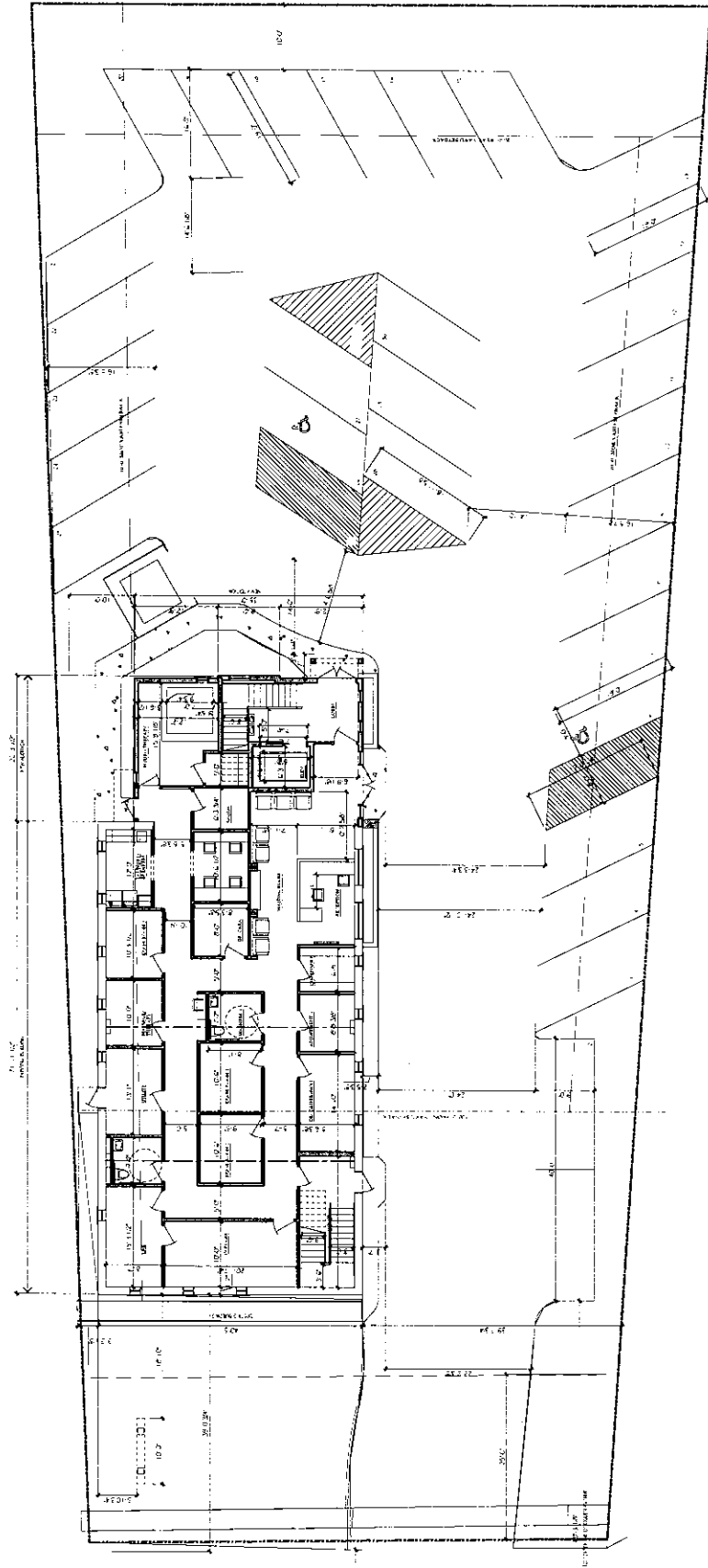




REVISED Darker White Facade post PC Meeting

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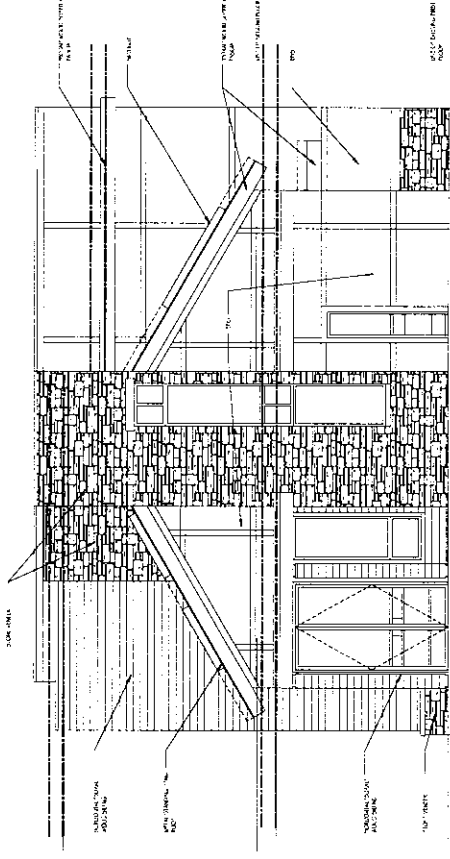
REVISED Darker White Facade post PC Meeting



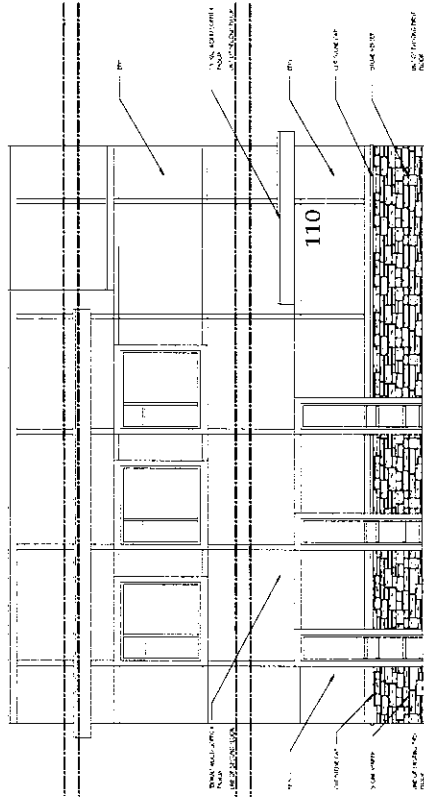
SITE PLAN FOR 110 EAST OGDEN AVENUE

DATE: 01/28/20  
PROJECT: 19157  
SHEET: 1  
ATTACHMENT 1

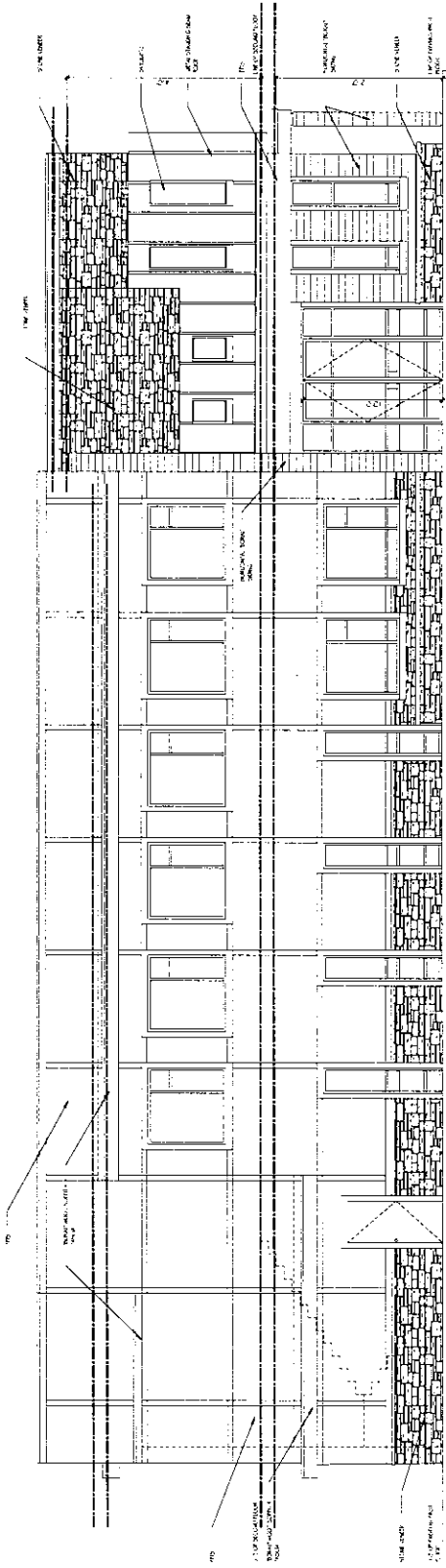




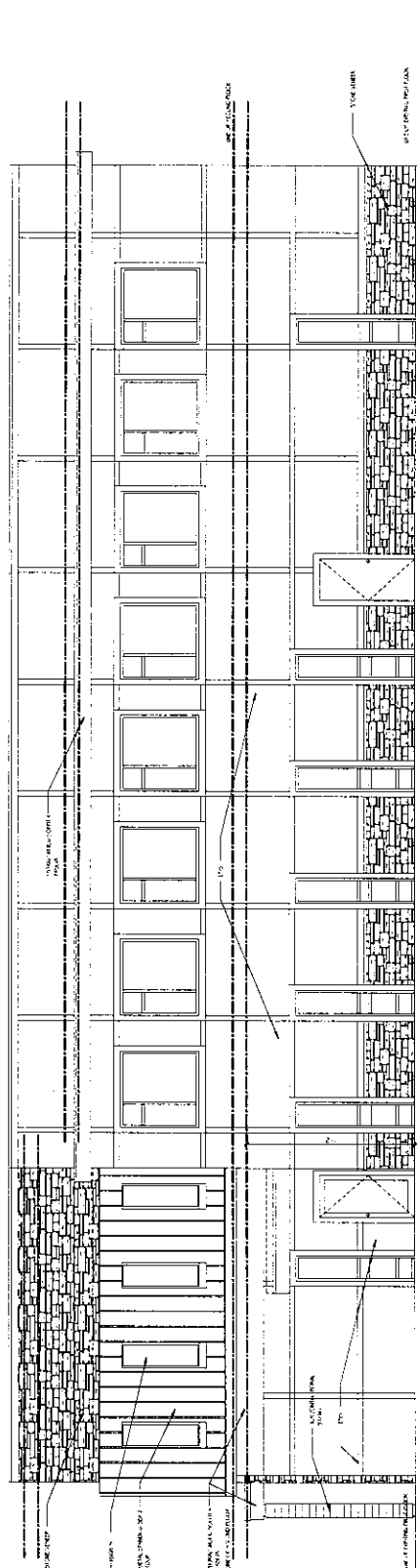
**SOUTH ELEVATION**  
SCALE 1/4" = 1' 0"



**NORTH ELEVATION**  
SCALE 1/4" = 1'-0"



**WEST ELEVATION**  
SCALE: 1/4" = 1' 0"



**EAST ELEVATION**  
SCALE 1/4" = 1'-0"



VIEW FROM WEST  
SCALE 1/4"=1'-0"



VIEW FROM NORTHWEST  
SCALE: 1/4"=1'-0"



VIEW FROM SOUTHWEST  
SCALE: 1/4" = 1'-0"





CONCEPT PHOTO RENDERING ARCHITECTS

Therapeutic Health Associates, LLC  
110 East Ogden Avenue, Hinsdale, Illinois

5012 Fairview Ave  
Downers Grove, IL 60515  
630.789.2513  
studio21architects.com



DATE	01/28/20
REVISIONS	

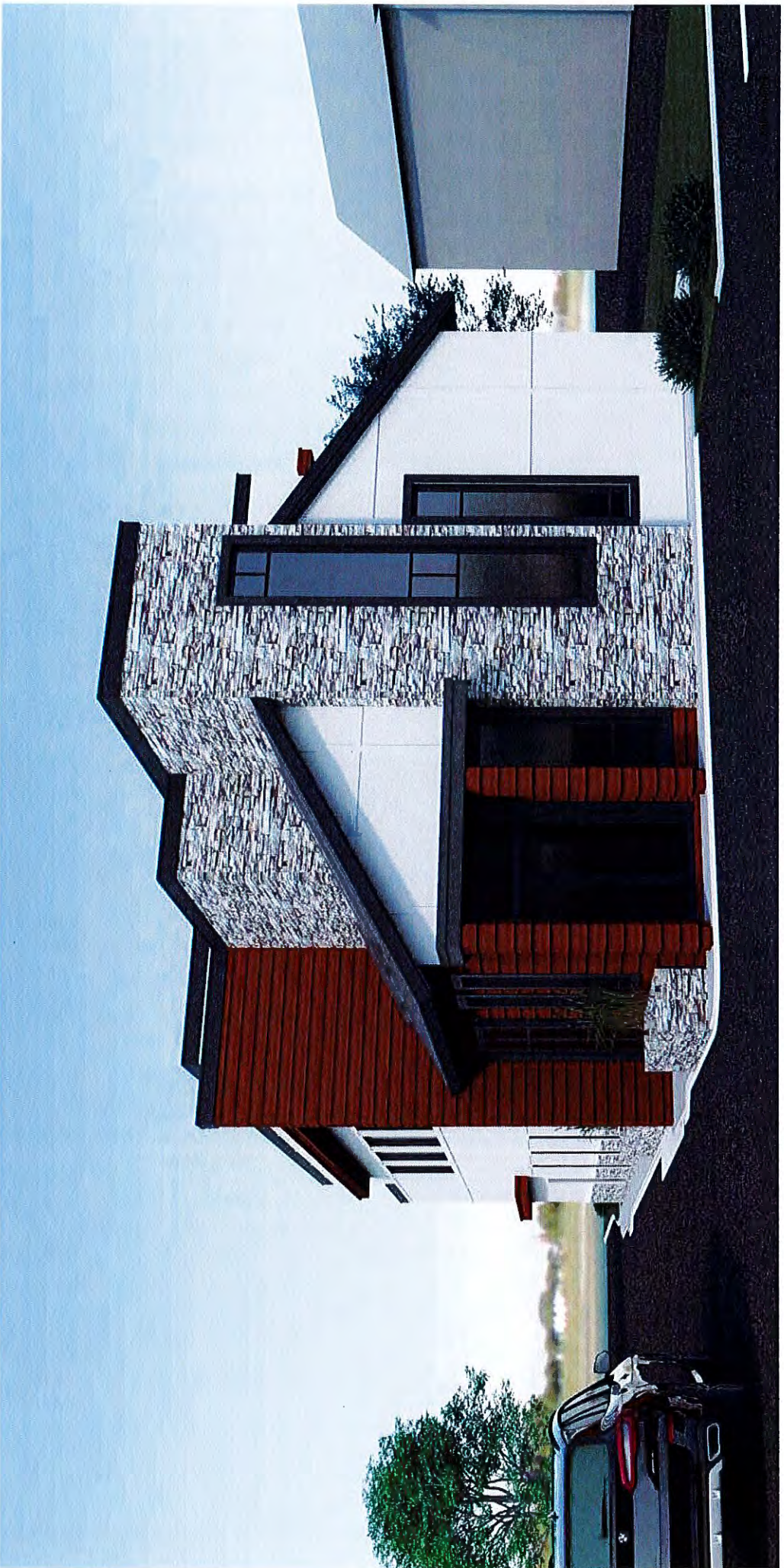
PROJECT	19157
DATE	19157
ARCHITECT	A5.0

Architectural 1











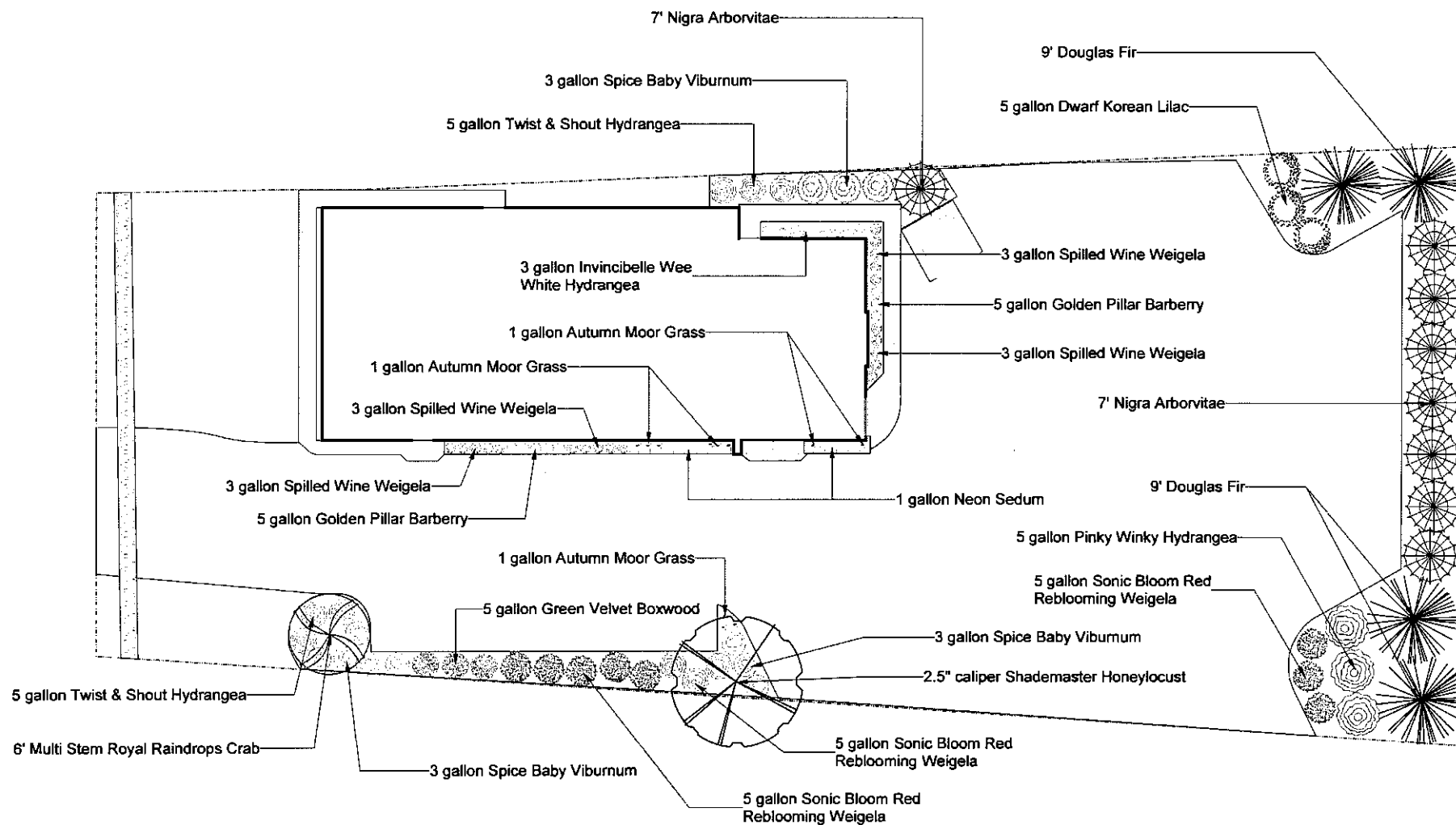


Project:  
110 E Ogden Ave  
Hinsdale, IL 60521

Design by:  
*CMS Landscapes Inc*

5719 Pershing Ave  
Downers Grove, IL 60516  
Phone: (630)319-1380  
info@cmslandscapes.com

Scale: 1/8"=1'0"









11614 Algonquin Rd  
Bannockburn, IL 60015

TOPOGRAPHICAL ALTA/ACSM-BOUNDARY-SUBDIVISION-MORTGAGE-CONDOMINIUM

Phone: (847) 458-1710  
Fax: (847) 458-1712

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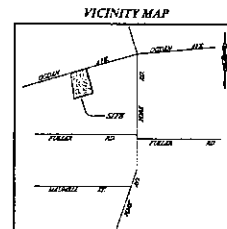
*Jens K. Doe*  
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**ALTA/NSPS LAND TITLE SURVEY**  
of

Scale - 1 inch = 25 feet

LEGEND	
	MANHOLE
	CATCH BASIN
	UTILITY PEDESTAL
	FENCE POST
	SIGN
	UTILITY POLE
	OVERHEAD WIRES
	ELECT. METER
	TELEPHONE ANTENNA BASE
	CONCRETE
	BLACKTOP

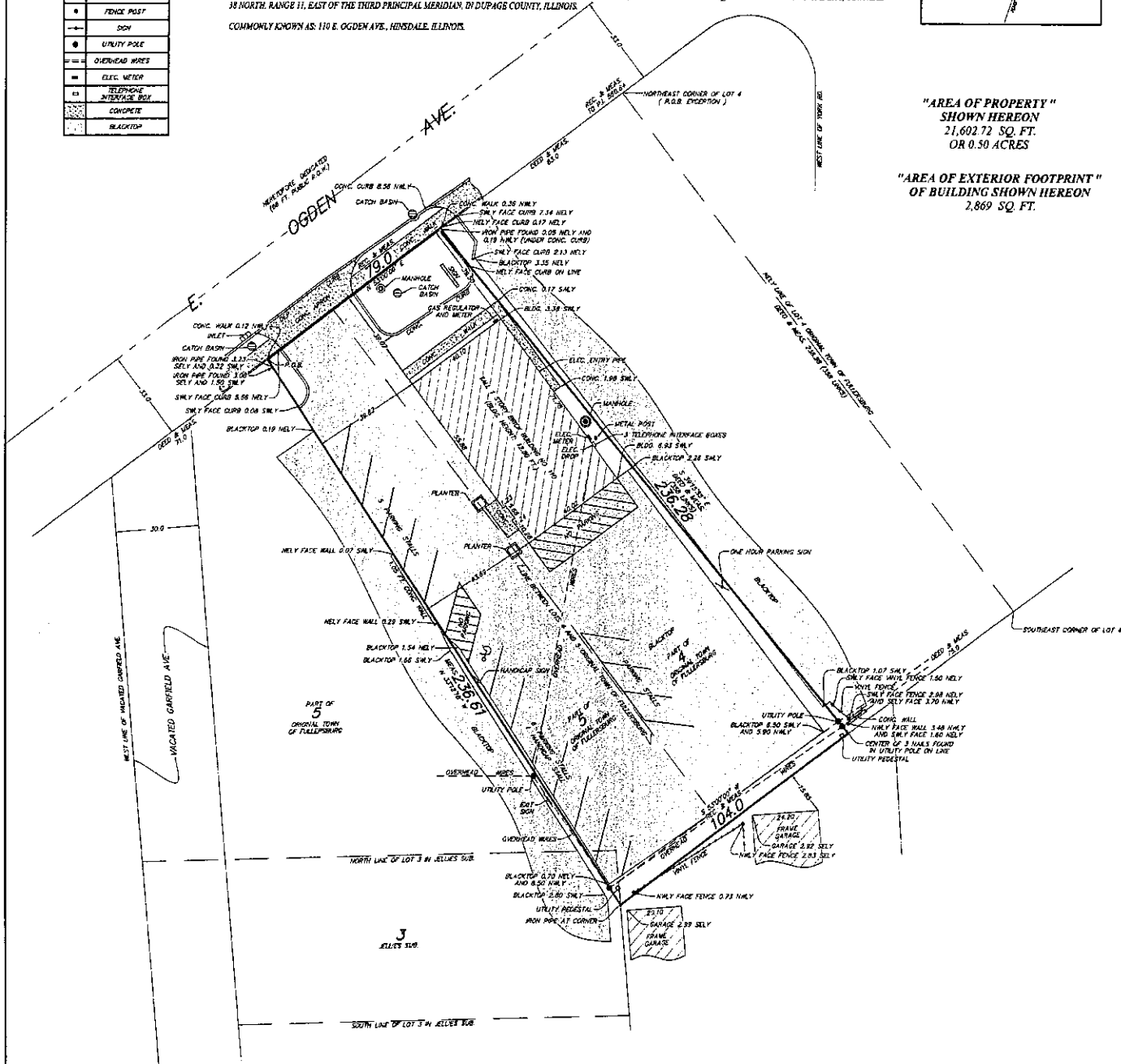
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NOTE:

THE PROPERTY SHOWN HEREON REFLECTS MATTERS OF TITLE AS CONTAINED IN GREATER ILLINOIS TITLE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. 20000117, EFFECTIVE DATE: OCTOBER 19, 2018.

THIS PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17043C0011, EFFECTIVE DATE: DECEMBER 16, 2004.

TOTAL NUMBER OF STRIPED PARKING STALLS SHOWN HEREON = 15 WHICH INCLUDES 1 HANDICAP STALL.

THERE IS NO VISIBLE EVIDENCE OF ANY SIDEWALK OR STREET REPAIRS BEING PERFORMED ON THIS DEDICATED RIGHT-OF-WAYS SHOWN HEREON.

THERE IS NO VISIBLE EVIDENCE OF ANY EARTH MOVING WORK OR EXTERIOR BUILDING CONSTRUCTION BEING PERFORMED ON THE PROPERTY SHOWN HEREON.

THERE ARE NO OFF-SITE EASEMENTS OR SERVITUDES BENEFITING THE SUBJECT PROPERTY SHOWN HEREON.

STATE OF ILLINOIS  
COUNTY OF COOK

JENS K. DOE PROFESSIONAL LAND SURVEYORS P.C. DOES HEREBY CERTIFY TO: HIM, ILL. LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; AND GREATER ILLINOIS TITLE COMPANY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THIS 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7 (a, b), c), 8, 9, 11 (visible within only), 14, 16, 17 AND 19 (WHICH ARE "A" THEREOF). THE FIELD WORK WAS COMPLETED ON 11/30/2018.

DATED THIS 6TH DAY OF NOVEMBER 2018.

*Jens K. Doe*  
JENS K. DOE

(ILLINOIS PROFESSIONAL LAND SURVEYOR)  
MY LICENSE EXPIRES 11-30-20



NOTE:  
The legal description shown on this plan is a copy of the land survey order placed by the client and for accuracy MUST be compared with the deed. For boundary measurements refer to your Abstract, Deed or Contract.

Compare distances between points before building and report any discrepancy to the client immediately.

Distances shown hereon are not to be assumed or scaled.

Distances shown hereon are subject and dependant upon them.

Field work completion date: October 30, 2018.

ORDERED BY:

MUCH SHELIST, P.C.

**EXHIBIT C**

**FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION**

**(ATTACHED)**



## HINSDALE PLAN COMMISSION

**Application: Case A-02-2020 – Applicant: Dr. Cara VanWormer-Hartman**

**Request: Exterior Appearance/ Site Plan – 110 E. Ogden Avenue in the O-2 Limited Office District**

**DATE OF PLAN COMMISSION (PC) REVIEW: February 12, 2020**

**DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING: March 3, 2020**

### FINDINGS AND RECOMMENDATION

#### I. FINDINGS

1. The PC heard testimony from the applicant, Dr. Cara VanWormer Hartman. She reviewed her profession and services as a chiropractic physician in Hinsdale, and owns the clinic at 230 E. Ogden Avenue. Due to the growth at her current location, is seeking a larger space and believes the subject property at 110 E. Ogden Avenue is a nice option. The goal of the exterior appearance plan is to provide a modern day wellness center. The second story addition would be helpful by bringing in a like-minded tenant to the site to help with the cost and complement their medical office services ((11-604(F)(1) and 11-606(E)).
2. The project architect, Mr. Bill Styczynski of Studio21 introduced himself and reviewed the proposed architecture and site plan improvements. He reviewed that the lot is a nonconforming size, and the plan is to add a second floor onto the existing building. The nonconforming aspects of the front building setback and lot coverage was also briefly discussed. While reviewing the site plan, it was shown that the parking spaces met the requirements for medical office use and improving lot coverage with landscaping was also achieved. The building material, elevation illustrations, landscape and photometric plans were also presented via PowerPoint. The light fixtures would have internal baffles to shield light from the property line ((11-604(F)(1) and 11-606(E)).
3. The Plan Commission Chair referenced a neighbor's letter, which asked to consider extending the existing white fence along the rear property line. The architect stated that they anticipated that this needed to be addressed as part of the project ((11-604(F)(1)(f)).
4. The Plan Commission Chair asked what the hours of operation are. The applicant stated currently, 9AM to 7PM, Mon., Weds. through Friday, and 9AM to 3 PM on Saturday. However, with this new location, they would be open on Tuesday. A follow-up question was if they will dim the lights after hours. The architect replied that the fixtures are dimmable and programmable. To this end, the Chair stated that the PC would like it dimmed to security levels after hours ((11-604(F)(1)( f)).
5. A Plan Commission asked if the Village allowed EIFS due to the historical issues. Chan replied that he reviewed this with the Building Commissioner and it is permitted ((11-605(E)(2)(g)).
6. A Plan Commission asked if the proposed color of the building, which is a bright white, could be toned down. The applicant replied yes, and referenced a home in the vicinity that is more of an ivory color. On the other hand, they had some renderings done in a grey color but it appeared to be too dark and did not achieve the intended positive bright wellness vibe ((11-606(E)).
7. In general, the Plan Commission commented that the proposed request looks great, a huge improvement, and complimented the easy to follow and thorough application. ((11-604(F) and 11-606(E)).
8. A Plan Commission asked about client rotation and staff, in the context of traffic. The applicant responded that they currently have 5 staff members, and would have 7 at the new location. The patient flow she anticipates would be 3-5 people an hour. The PC Chair mentioned that some of the morning traffic would be less of a concern due to her 9AM opening ((11-604(F)(1)( g)).
9. A Plan Commission complimented the refuse location per the site plan. The architect provided and reviewed the elevation drawings for the refuse container and paint to match the building ((11-604(F)(1)( h)).
10. There were no public comments at the Plan Commission public meeting on February 12, 2020 (11-604(E)).

11. The PC Chair complimented the shorter rear design of the building, which is smaller in scale, and faces the residential district (11-606(E)).

## II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance and site plan, with the condition that the applicant consider: a more toned down building color, extending the existing rear residential fence, and dimming the lights to security level after hours, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the application as stated.

THE HINSDALE PLAN COMMISSION By: \_\_\_\_\_, Chairman

Dated this      day of \_\_\_\_\_, 2020.

**HINSDALE PLAN COMMISSION  
FINDINGS AND RECOMMENDATION**

**APPLICATION:** Case A-04-2021 – 110 E. Ogden Avenue – Major Adjustment to the Exterior Appearance and Site Plan Review to allow for the redevelopment and expansion of an existing one-story building into a two-story medical office building in the O-2 Limited Office District

**APPLICANT:** Dr. Cara VanWormer-Hartman

**REQUEST:** Major Adjustment to an Exterior Appearance and Site Plan Review

**DATE OF PLAN COMMISSION (PC) REVIEW:** April 14, 2021

**DATE OF BOARD OF TRUSTEES 1<sup>ST</sup> READING:** May 4, 2021

**SUMMARY OF REQUEST:** The applicant, Dr. Cara VanWormer-Hartman, requests approval of a Major Adjustment to an Exterior Appearance and Site Plan Review to allow for changes to the previously approved building elevations, site plan, and landscape plan for a two-story medical office building located at 110 E. Ogden Avenue in the O-2 Limited Office District.

On March 16, 2020, the Board of Trustees approved an Exterior Appearance and Site Plan allowing for the expansion and redevelopment of the existing building at 110 E. Ogden Avenue by Ordinance No. O2020-07. The approved plans allowed for the construction of a second-story onto the existing one-story building, construction of a rear building addition, and improvements to the façade, parking lot, and site landscaping.

The applicant is proposing major changes to the exterior elevations of the building, including alterations to the roof line, architectural features, building materials, windows, and entrances. The approved building elevations originally included a flat roof with a parapet wall, which have been revised to a pitched roof.

As a result of final engineering and site design, minor changes are proposed to sidewalks, access ramps, and the landscape plan. There are no significant changes proposed to the building footprint or the parking lot configuration. As proposed, the plans meet the bulk requirements for the O-2 Limited Office District.

The building will be used as a medical office, which is permitted in the O-2 Limited Office District and was previously approved in plans by the Board of Trustees on March 16, 2020.

Prior to the public meeting, the applicant confirmed that all public notification requirements were completed in accordance with the Village's Zoning Code.

**PUBLIC MEETING SUMMARY AND FINDINGS:** On the April 14, 2021, the request for a Major Adjustment to an Exterior Appearance and Site Plan Review was reviewed at a public meeting at the Plan Commission.

Mike Zalud, the general contractor and consultant for the applicant, Dr. Cara VanWormer-Hartman, provided a brief overview of the proposed changes to the building elevations and site plan, which were previously approved by the Board of Trustees on March 16, 2020.



Mr. Zalud noted that changes are proposed to the north, east, and west building elevations. The most notable change is that the building no longer features a flat roof with a parapet wall and a pitched roof is now proposed. There are no changes to the south elevation. Additionally, due to final engineering and stormwater improvements, minor changes are proposed to the site plan, such as the installation of a curb along the west side of the building.

Commissioner Jablonski stated that the previous Village Board approval included a condition that the color of the building be revised from bright white to ivory or another more muted color, however, the submitted colored elevations show the building to be bright white and asked for clarification on the proposed exterior colors. Mr. Zalud stated that primary color of the EFIS will be off-white and will not be as bright as the white shown on the colored elevations. The central projecting bay window will be a dark gray and the windows will be a dark gray or black color. Commissioner Jablonski asked if the specific colors could be provided for the Village Board to review. Mr. Zalud stated that the applicant is working on selecting final colors and they can be provided to the Village for review.

Commissioner Crnovich was in favor of the project utilizing green space in front of the building rather than parking. The proposed improvements to the site include the removal of parking lot pavement and the installation of new landscape buffer areas, which will effectively reduce lot coverage.

No members of the public provided comment at the meeting. Staff did not received complaints or negative feedback from members of the public prior to the meeting.

Overall, the Commission expressed overall support for the project, noting the proposed building elevations and site plan are a significant improvement to the existing one-story vacant building.

In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission found the standards set forth in Section 11-604(F) and Section 11-605(E) of the Village's Zoning Code to be met.

**RECOMMENDATIONS:** Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of eight (8) ayes, zero (0) nays, and one (1) absent, recommended to the President and Board of Trustees approval of Case A-04-2021, a Major Adjustment to the Exterior Appearance and Site Plan Review for 110 E. Ogden Avenue to allow for the redevelopment and expansion of an existing one-story building into a two-story medical office building in the O-2 Limited Office District, subject to the following condition:

1. The applicant shall provide additional information on the proposed building color for the Village Board to review.

Signed: \_\_\_\_\_

Steve Cashman, Chair  
Plan Commission  
Village of Hinsdale

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

REQUEST FOR BOARD ACTION  
Finance

**AGENDA SECTION:** Consent – ACA  
**SUBJECT:** Accounts Payable-Warrant #1739  
**MEETING DATE:** May 4, 2021  
**FROM:** Alison Brothen, Interim Finance Director *AB*

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**Recommended Motion**

Approve payment of the accounts payable for the period of April 19, 2021 through April 30, 2021 in the aggregate amount of \$495,634.07 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 #1739 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 #1739

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1739**

**FOR PERIOD April 19, 2021 through April 30, 2021**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$495,634.07 reviewed and approved by the below named officials.

APPROVED BY Alison Broten DATE 4/29/21  
INTERIM VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE



**Village of Hinsdale**  
**#1739**  
**Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	100	225,468.20	-	225,468.20
Capital Project Fund	400	32,672.20	-	32,672.20
Water & Sewer Operations	600	6,372.32	-	6,372.32
Escrow Funds	720	20,500.00	-	20,500.00
Payroll Revolving Fund	740	3,783.49	206,837.86	210,621.35
<b>Total</b>		<b>288,796.21</b>	<b>206,837.86</b>	<b>495,634.07</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1739**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 4/30/2021	Village Payroll #9 - Calendar 2021	FWH/FICA/Medicare	\$ 89,947.15
Illinois Department of Revenue 4/30/2021	Village Payroll #9 - Calendar 2021	State Tax Withholding	\$ 19,114.56
ICMA - 457 Plans 4/30/2021	Village Payroll #9 - Calendar 2021	Employee Withholding	\$ 18,349.56
HSA PLAN CONTRIBUTION 4/30/2021	Village Payroll #9 - Calendar 2021	Employer/Employee Withholding	\$ -
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ 79,426.59
<b>Total Bank Wire Transfers and ACH Payments</b>			<b><u>\$ 206,837.86</u></b>

**Warrant Register 1739**

Invoice	Description	Invoice/Amount
<b>AMERICAN EXPRESS</b>		
8-03003-041121	MARCH 21 MISC CHARGES	49.95
8-03003-041121	MARCH 21 MISC CHARGES	0.99
8-03003-041121	MARCH 21 MISC CHARGES	-0.51
Check Date 4/21/2021 Total For Check # 109035		50.43
<b>AT &amp; T</b>		
63032338639258	VEECK PARK-WP 3/14-4/13/21	374.98
Check Date 4/21/2021 Total For Check # 109036		374.98
<b>COEO SOLUTIONS</b>		
11002065-APR21	FIBER INTERNET CONNECT 4/1-4/30/21	1,323.10
Check Date 4/21/2021 Total For Check # 109037		1,323.10
<b>COMCAST</b>		
8771201110036781	POLICE 4/5-5/4/21	162.90
8771201110036807	KLM 4/5-5/4/21	108.35
8771201110036815	WATER 4/5-5/4/21	148.35
8771201110036757	VILLAGE HALL 4/5-5/4/21	258.35
8771201110009242	POLICE/FIRE 4/16-5/15/21	70.00
8771201110009242	POLICE/FIRE 4/16-5/15/21	69.99
Check Date 4/21/2021 Total For Check # 109038		817.94
<b>TOSHIBA FINANCIAL SERVICE</b>		
440734903	MAR21 LEASE SC1LK27546 COM DEV	105.00
440734903	MAR21 LEASE SC1LK27546 COM DEV	245.00
Check Date 4/21/2021 Total For Check # 109039		350.00
<b>A BLOCK MARKETING INC</b>		
ME00049994	LOG DISPOSAL	30.00
ME00050039	WOOD CHIP DISPOSAL	30.00
LC00037021	MULCH FOR MADISON DRAINAGE	96.36
Check Date 4/30/2021 Total For Check # 109040		156.36
<b>AMERICAN LITHOGRAPHY</b>		
256938-01	BROCHURE PRINTING	7,409.00
Check Date 4/30/2021 Total For Check # 109041		7,409.00
<b>AMITA HEALTH</b>		
032021	DRUG SCREENINGS	85.00
032021	DRUG SCREENINGS	55.00
032021	DRUG SCREENINGS	90.00
032021	DRUG SCREENINGS	55.00
Check Date 4/30/2021 Total For Check # 109042		285.00



## Warrant Register 1739

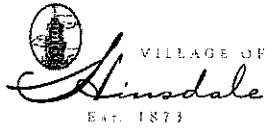
Invoice	Description	Invoice/Amount
<b>ATLAS BOBCAT LLC</b>		
BI1251	TIRES UNIT #91	684.00
	Check Date 4/30/2021 Total For Check # 109043	684.00
<b>BALDINELLI'S PIZZA</b>		
201110-06-2	SHIFT AWARD DINNER	186.25
201103-06-32	SHIFT AWARD DINNER	135.50
201112-07-3	SHIFT AWARD DINNER	112.50
	Check Date 4/30/2021 Total For Check # 109044	434.25
<b>BANNERVILLE USA</b>		
30127	LODGE SIGNAGE	76.00
	Check Date 4/30/2021 Total For Check # 109045	76.00
<b>BEVERLY SNOW &amp; ICE INC.</b>		
48642	PARKING DECK SNOW & ICE	3,050.00
	Check Date 4/30/2021 Total For Check # 109046	3,050.00
<b>BLUE LINE SPECTRUM SAFETY</b>		
4.16.21	TRIANING COURSE	60.00
	Check Date 4/30/2021 Total For Check # 109047	60.00
<b>BOUGHTON MATERIALS</b>		
272433	SAND FOR DIETZ & BURNS VOLLEYBALL	294.26
	Check Date 4/30/2021 Total For Check # 109048	294.26
<b>BRIGHT LEAF HOMES</b>		
25630	CONT BD-217 W THIRD #25630	10,000.00
25631	ST MGMT-217 W THIRD #25631	3,000.00
	Check Date 4/30/2021 Total For Check # 109049	13,000.00
<b>BUTTREY RENTAL SERVICE IN</b>		
292180	COMPRESSOR REPAIR	168.24
292237	COMPRESSOR REPAIR	125.00
	Check Date 4/30/2021 Total For Check # 109050	293.24
<b>CALL ONE</b>		
397727	4/15-5/14/21 PHONE CHARGES	223.53
397727	4/15-5/14/21 PHONE CHARGES	136.76
397727	4/15-5/14/21 PHONE CHARGES	157.31
397727	4/15-5/14/21 PHONE CHARGES	136.92
397727	4/15-5/14/21 PHONE CHARGES	305.24
397727	4/15-5/14/21 PHONE CHARGES	180.84
	Check Date 4/30/2021 Total For Check # 109051	1,140.60





## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>CARGILL INCORPORATED</b>		
2905970763	ROADWAY SALT VOB-2/2/21	4,385.69
Check Date 4/30/2021 Total For Check # 109052		4,385.69
<b>CARROT-TOP INDUSTRIES,IN</b>		
49588000	REPLACEMENT FLAGS AT PARKS	251.32
Check Date 4/30/2021 Total For Check # 109053		251.32
<b>CHICAGO ELITE VOLLEYBALL CLUB, LLC</b>		
508	SPRING BREAK & APRIL SESSION	406.00
Check Date 4/30/2021 Total For Check # 109054		406.00
<b>CINTAS CORPORATION 769</b>		
1901922112	UNIFORM ALLOW	198.39
4080161796	MAT SVC AND TOWELS	27.42
4080161796	MAT SVC AND TOWELS	21.39
4080161796	MAT SVC AND TOWELS	12.15
4080161796	MAT SVC AND TOWELS	46.07
4080161796	MAT SVC AND TOWELS	42.97
4080161796	MAT SVC AND TOWELS	22.85
4081501951	MAT & TOWEL SVC	46.07
4081501951	MAT & TOWEL SVC	42.97
4081501951	MAT & TOWEL SVC	22.85
4081501951	MAT & TOWEL SVC	27.42
4081501951	MAT & TOWEL SVC	21.39
4081501951	MAT & TOWEL SVC	12.15
Check Date 4/30/2021 Total For Check # 109055		544.09
<b>CINTAS FIRST AID &amp; SAFETY</b>		
5056258023	RESTOCK MEDICINE CABINET	142.63
5058863224	MEDICAL CABINET RESTOCK VH	61.89
5058863224	MEDICAL CABINET RESTOCK VH	61.89
Check Date 4/30/2021 Total For Check # 109056		266.41
<b>CITI CARDS</b>		
MAR2021	MISCELLANEOUS CHARGES	25.82
MAR2021	MISCELLANEOUS CHARGES	87.87
Check Date 4/30/2021 Total For Check # 109057		113.69
<b>CLARENDON COURIER, INC</b>		
2272	RESTAURANT WEEK AD	297.00
Check Date 4/30/2021 Total For Check # 109058		297.00



## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>COMED</b>		
2195166237	POLICE CAMERA-5913 S MADISON	10.66
	Check Date 4/30/2021 Total For Check # 109059	10.66
<b>COMED-6112</b>		
1653148069	TRAFFIC SIGNALS 3/1-3/30/21	11.28
	Check Date 4/30/2021 Total For Check # 109060	11.28
<b>COMED-BOLINGBROOK OFC</b>		
WC210171	ELECTRICAL SERVICE-PD CAMERA	834.99
WC210170	ELECTRIAL SVC-PD CAMERA	834.99
	Check Date 4/30/2021 Total For Check # 109061	1,669.98
<b>COMMERCIAL COFFEE SERVICE</b>		
160403	BREAKFAST COFFEE-VH	40.75
160403	BREAKFAST COFFEE-VH	40.75
	Check Date 4/30/2021 Total For Check # 109062	81.50
<b>CONSTELLATION NEWENERGY</b>		
3151342	2/1-2/28/21 GAS CHARGES	641.02
3151342	2/1-2/28/21 GAS CHARGES	2,048.96
3151342	2/1-2/28/21 GAS CHARGES	1,410.89
3151342	2/1-2/28/21 GAS CHARGES	1,410.88
3151342	2/1-2/28/21 GAS CHARGES	2,620.59
3151342	2/1-2/28/21 GAS CHARGES	2,977.55
	Check Date 4/30/2021 Total For Check # 109063	11,109.89
<b>COOK COUNTY TREASURER</b>		
2021-1	TRAFFIC LIGHT MAINTENACE	24.00
	Check Date 4/30/2021 Total For Check # 109064	24.00
<b>COURTNEYS SAFETY LANE</b>		
3016252	SAFETY INSPECTION #16	44.00
3016269	SAFETY INSPECTION #21	66.00
	Check Date 4/30/2021 Total For Check # 109065	110.00
<b>CWKK CRIMEDEX</b>		
F8A26DA9-0002	SUBSCRIPTION	79.00
	Check Date 4/30/2021 Total For Check # 109066	79.00
<b>DOCU-SHRED, INC.</b>		
47160	DOCUMENT DESTRUCTION	80.00
47229	DOCUMENT DESTRUCTION	40.00
47230	DOCUMENT DESTRUCTION	80.00



## Warrant Register 1739

Invoice	Description	Invoice/Amount
	Check Date 4/30/2021 Total For Check # 109067	200.00
<b>DOOR TO DOOR DIRECT</b>		
17695	DELIVERY SUMMER 2021 BROCHURES	1,006.50
	Check Date 4/30/2021 Total For Check # 109068	1,006.50
<b>DUMEG</b>		
FY22	FAIR SHARE CONTRIBUTIONS	13,000.00
	Check Date 4/30/2021 Total For Check # 109069	13,000.00
<b>DUPAGE COUNTY HEALTH DEPT</b>		
IN0041442	2021 POOL HEALTH PERMITS	822.00
	Check Date 4/30/2021 Total For Check # 109070	822.00
<b>DUPAGE TOPSOIL, INC.</b>		
051451	DIRT-STUMP RESTORATION	350.00
	Check Date 4/30/2021 Total For Check # 109071	350.00
<b>FIRE PROTECTION COMPANY</b>		
27276	SPRINKLER INSPECTION	406.00
27276	SPRINKLER INSPECTION	203.00
27276	SPRINKLER INSPECTION	406.00
284	FIRE SPRINKLER INSPECT-APR21	343.36
284	FIRE SPRINKLER INSPECT-APR21	343.32
284	FIRE SPRINKLER INSPECT-APR21	343.32
	Check Date 4/30/2021 Total For Check # 109072	2,045.00
<b>GALLS</b>		
018038205	UNIFORMS	172.05
018122518	UNIFORMS	105.28
018122519	UNIFORMS	407.60
018122571	UNIFORMS	239.98
	Check Date 4/30/2021 Total For Check # 109073	924.91
<b>GATEWAY SRA</b>		
041521	ANNUAL GATEWAY CONTRIBUTION-IGA APPROVED 2 -5-13	38,703.24
	Check Date 4/30/2021 Total For Check # 109074	38,703.24
<b>GIULIANOS PIZZA</b>		
011521	OT MEAL WATER MAIN BREAK 1/15/21	40.50
	Check Date 4/30/2021 Total For Check # 109075	40.50
<b>GOVTEMPS USA, LLC</b>		
3708804	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	2,054.08



## Warrant Register 1739

Invoice	Description	Invoice/Amount
3708803	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	672.00
3708805	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	245.00
Check Date 4/30/2021 Total For Check # 109076		2,971.08
<b>GRAINGER, INC.</b>		
9860097758	INTERIOR DOORWAY REPAIR-KLM	62.52
9868982688	BATTERIES FOR WATER LOCATOR	16.02
Check Date 4/30/2021 Total For Check # 109077		78.54
<b>GRANT &amp; POWER LANDSCAPING</b>		
25575	CONT BD-120 E 5TH #25575	7,500.00
Check Date 4/30/2021 Total For Check # 109078		7,500.00
<b>HIGHLAND PRODUCTS GROUP, LLC</b>		
310011957	REPLACING BROKEN/WORN TRASH CANS	4,496.60
310011957	REPLACING BROKEN/WORN TRASH CANS	4,050.00
Check Date 4/30/2021 Total For Check # 109079		8,546.60
<b>HITCHCOCK DESIGN GROUP</b>		
25897	DOWNTOWN DINING CONCEPT PLAN	1,400.00
Check Date 4/30/2021 Total For Check # 109080		1,400.00
<b>HOLLAND HARDWARE</b>		
884602	BRUSH HILL PLEXIGLAS	4.50
Check Date 4/30/2021 Total For Check # 109081		4.50
<b>HOME DEPOT CREDIT SERVICE</b>		
MAR21	MISC HARDWARE	149.00
MAR21	MISC HARDWARE	8.54
MAR21	MISC HARDWARE	135.58
Check Date 4/30/2021 Total For Check # 109082		293.12
<b>HR GREEN INC</b>		
190242	2020 INFRASTRUCTURE DESIGN CHGO RESUR VOB 8/6/19	159.61
Check Date 4/30/2021 Total For Check # 109083		159.61
<b>HUGHES ENVIRONMENTAL CONSULTING INC</b>		
104	CSO CERTIFIED OPERATOR-MAR21	400.00
Check Date 4/30/2021 Total For Check # 109084		400.00
<b>ILCMA</b>		
2566	JOB POSTING-ASST TO VILLAGE MGR	50.00
Check Date 4/30/2021 Total For Check # 109085		50.00





## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>ILLCO, INC.</b>		
2524292	FOR A/C COOLING UNITS	1,500.00
	Check Date 4/30/2021 Total For Check # 109086	1,500.00
<b>ILLINOIS ASSOCIATION OF</b>		
7723	CERTIFICATION FOR CALEA	150.00
	Check Date 4/30/2021 Total For Check # 109087	150.00
<b>ILLINOIS PHLEBOTOMY SVCS</b>		
1299	PHLEBOTOMIST	125.00
	Check Date 4/30/2021 Total For Check # 109088	125.00
<b>ILLINOIS TOLLWAY</b>		
G129000003726	IPASS TOLLS 1/21-3/21	55.20
	Check Date 4/30/2021 Total For Check # 109089	55.20
<b>INDUSTRIAL ELECTRIC</b>		
S100001754.001	STOUGH & CHGO PD LPR CAMERAS	228.29
S100001795.001	STOUGH & CHGO PD LPR CAMERAS	1.28
	Check Date 4/30/2021 Total For Check # 109090	229.57
<b>INDUSTRIAL ELECTRIC SUPPLY</b>		
11974	LPR CAMERA PARTS-GARFIELD & 59TH	62.93
11262	EXIT SIGN BATTERY-HUMANE BLDG	96.00
S100001931.001	ATHLETIC FIELD BULBS & BALLASTS	1,829.50
	Check Date 4/30/2021 Total For Check # 109091	1,988.43
<b>INDUSTRIAL SYSTEMS, LTD</b>		
23064	LIQUID PRETREAT THERMAPOINT	4,860.00
	Check Date 4/30/2021 Total For Check # 109092	4,860.00
<b>INTERNATIONAL EXTERMINATO</b>		
04-1640	APR21 PEST CONTROL	273.00
	Check Date 4/30/2021 Total For Check # 109093	273.00
<b>INTERSTATE BILLING SERVIC</b>		
3022933384	FILTERS-#15 VACTOR	206.59
	Check Date 4/30/2021 Total For Check # 109094	206.59
<b>INTOXIMETERS, INC.</b>		
678015	DRY GAS	131.50
	Check Date 4/30/2021 Total For Check # 109095	131.50
<b>J.G. UNIFORMS</b>		
82541	UNIFORMS	12.50
82540	UNIFORMS	10.00

**Warrant Register 1739**

Invoice	Description	Invoice/Amount
82537	UNIFORMS	237.00
24227	VEST ALTERATIONS	25.00
	Check Date 4/30/2021 Total For Check # 109096	284.50
<b>JAMES J BENES &amp; ASSOC INC</b>		
PROJ 1611.000	HARDING RD DETENTION COST EST	1,737.24
PAYMENT #2	FY21 3RD PARTY REVIEWS	9,388.14
	Check Date 4/30/2021 Total For Check # 109097	11,125.38
<b>JSN CONTRACTORS SUPPLY</b>		
84397	CONES	267.00
	Check Date 4/30/2021 Total For Check # 109098	267.00
<b>JUNG, THOMAS</b>		
040721	UNIFORM ALLOW	84.98
	Check Date 4/30/2021 Total For Check # 109099	84.98
<b>KARA SYSTEMS</b>		
358369	BOOK WALK STAKES	34.00
	Check Date 4/30/2021 Total For Check # 109100	34.00
<b>KLUBER, INC</b>		
7611	DESIGN/BID DEVEL FOR PD/FD BOILER REPLACE	1,057.87
7611	DESIGN/BID DEVEL FOR PD/FD BOILER REPLACE	1,057.87
	Check Date 4/30/2021 Total For Check # 109101	2,115.74
<b>L-A FASTENERS INC</b>		
1-243133	AIR LINE UNIONS #22	13.55
	Check Date 4/30/2021 Total For Check # 109102	13.55
<b>LIVEVIEW GPS INC</b>		
414791	SUBSCRIPTION RENWAL GPS TRACK	251.40
	Check Date 4/30/2021 Total For Check # 109103	251.40
<b>LORKIEWICZ, REBECCA</b>		
031021	GENTLE YOGA MARCH SESSION	45.50
	Check Date 4/30/2021 Total For Check # 109104	45.50
<b>MACQUEEN EQUIPMENT LLC</b>		
W00929	E84 REPAIRS	2,585.86
	Check Date 4/30/2021 Total For Check # 109105	2,585.86
<b>MANGANIELLO, JIM</b>		
APRIL2021	APR21 METER READINGS	57.50
	Check Date 4/30/2021 Total For Check # 109106	57.50



## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>METROCOUNT INC</b>		
INV09891	TRAFFIC COUNTING PART	71.00
	Check Date 4/30/2021 Total For Check # 109107	71.00
<b>MICROSYSTEMS, INC.</b>		
084172	ANNUAL MAINT PAPERVISION SOFTWARE	199.50
	Check Date 4/30/2021 Total For Check # 109108	199.50
<b>MIDWEST TIME RECORDER</b>		
178229	MAR21 MONTHLY TIME CLOCK PUB SVC	95.20
	Check Date 4/30/2021 Total For Check # 109109	95.20
<b>MONROE TRUCK EQUIPT CO</b>		
332221	HYD SPREADER/AUGER CONTROL SEAL KIT	24.20
	Check Date 4/30/2021 Total For Check # 109110	24.20
<b>MWM CONSULTING GROUP</b>		
290401/290402	PREPARATION ACTUARIAL VALUATIONS PD/FD APR21	12,600.00
	Check Date 4/30/2021 Total For Check # 109111	12,600.00
<b>NAPA AUTO PARTS</b>		
4343-711924	STA-BIL FOR SNOW BLOWERS & OIL DRY	49.45
4343-705371	SPREADER LIGHT UNIT #4	12.65
	Check Date 4/30/2021 Total For Check # 109112	62.10
<b>NATIONAL SEED</b>		
6402863	BULK SLICER MIX	2,103.75
	Check Date 4/30/2021 Total For Check # 109113	2,103.75
<b>NELS J JOHNSON TREE EXPT</b>		
1321994	TREE PRUNING PER CONTRACT #1655	685.00
1321299	T&M PRUNING CONTRACT #1655-113 S BRUNER	695.00
1322023	T&M PRUNING CONTRACT #1655-601 N COUNTY LINE	225.00
1322024	T&M PRUNING CONTRACT #1655-570 N GRANT	225.00
1322025	EMERG T&M PRUNING CONTRACT #1655-KLM PARK	600.00
1322026	T&M PRUNING CONTRACT #1655-639 S GARFIELD	525.00
1322027	T&M PRUNING CONTRACT #1655-18 S ELM ST	450.00
1322028	T&M PRUNING CONTRACT #1655-29 S QUINCY ST	450.00
1322029	T&M PRUNING CONTRACT #1655-19 W AYRES ST	225.00
	Check Date 4/30/2021 Total For Check # 109114	4,080.00



## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>NEUCO INC</b>		
4948965	VH MOTOR FOR HEAT/COOL	352.64
	Check Date 4/30/2021 Total For Check # 109115	352.64
<b>BURROWS, ABIGAIL</b>		
219908	CLASS CANCELLED-TENNIS	67.00
	Check Date 4/30/2021 Total For Check # 109116	67.00
<b>CHEN, JERRY</b>		
220340	CLASS CANCELLED	195.00
	Check Date 4/30/2021 Total For Check # 109117	195.00
<b>DAY, DOUGLAS</b>		
2403681	OVERPAID FINAL	41.14
	Check Date 4/30/2021 Total For Check # 109118	41.14
<b>E-STYLE HOME SYSTEMS</b>		
5001	POOL SPEAKER INSTALLATION	890.00
	Check Date 4/30/2021 Total For Check # 109119	890.00
<b>HOVDE, CASEY</b>		
220033	WITHDREW FROM ADULT AND TOT SPORTS STOP	54.00
	Check Date 4/30/2021 Total For Check # 109120	54.00
<b>HUTCHINS, ROBERT</b>		
220103	WITHDREW FROM ADULT AND TOT T-BALL	49.00
	Check Date 4/30/2021 Total For Check # 109121	49.00
<b>MCKEE, MICHELE</b>		
1003423	OVERPAID FINAL	31.65
	Check Date 4/30/2021 Total For Check # 109122	31.65
<b>SAGHIR, FAISAL</b>		
2804406	OVERPAID FINAL	222.29
	Check Date 4/30/2021 Total For Check # 109123	222.29
<b>WILENSKY, STEVE</b>		
220111	REFUND 2020 POOL PASSES	540.00
	Check Date 4/30/2021 Total For Check # 109124	540.00
<b>WINTERS, RICHARD</b>		
231651	SEWER BACK-UP REIMBURSEMENT	148.00
	Check Date 4/30/2021 Total For Check # 109125	148.00





## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>ORBIS SOLUTIONS</b>		
5571330	APR21 MONTHLY IT SUPPORT	13,744.00
	Check Date 4/30/2021 Total For Check # 109126	13,744.00
<b>PACE SYSTEMS, INC</b>		
IN00035948	SCHEDULING SOFTWARE RENEWAL	1,800.00
	Check Date 4/30/2021 Total For Check # 109127	1,800.00
<b>PELKOWSKI, MARK</b>		
2744	SENSAPHONE ALARM CALLER SUB RENEWAL	119.40
	Check Date 4/30/2021 Total For Check # 109128	119.40
<b>POMPS TIRE SERVICE, INC.</b>		
40078539	TIRES FOR UNIT #11	694.64
470079012	MOUNTING & DISPOSAL OF TIRES #91	88.00
	Check Date 4/30/2021 Total For Check # 109129	782.64
<b>QUADIENT INC</b>		
58382704	METER MAINTENANCE	249.02
58382704	METER MAINTENANCE	111.88
	Check Date 4/30/2021 Total For Check # 109130	360.90
<b>RAY O'HERRON CO INC</b>		
2103781-IN	UNIFORM ALLOWANCE	360.71
2103044-IN	UNIFORM ALLOWANCE	30.00
	Check Date 4/30/2021 Total For Check # 109131	390.71
<b>REMPE-SHARPE &amp; ASSOCIATES INC</b>		
27888	2021 MAINT PROJ CONST OBSER-VOB 2/4/20	2,173.50
27889	S GARFIELD RECONSTRUCT DESIGN VOB 12/8/20	30,046.59
	Check Date 4/30/2021 Total For Check # 109132	32,220.09
<b>SENDRA SERVICES CORP</b>		
18077	BRUSH HILL STATION REPAIRS	11,149.71
	Check Date 4/30/2021 Total For Check # 109133	11,149.71
<b>SIPEK JR., ROBERT</b>		
1	RADIO MAINTENANCE	75.00
	Check Date 4/30/2021 Total For Check # 109134	75.00
<b>SOS TECHNOLOGIES</b>		
77432	AED RESPONDER KITS	149.50
	Check Date 4/30/2021 Total For Check # 109136	149.50

VOID 109135



## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>SOUTH SIDE CONTROL SUPPLY</b>		
S100688665.001	VH HVAC REPAIR	109.91
S100688622.001	VH HVAC REPAIR	83.28
	Check Date 4/30/2021 Total For Check # 109137	193.19
<b>SOUTHWEST OIL SERVICE</b>		
38865	PUMPED OUT WASTE OIL	250.00
	Check Date 4/30/2021 Total For Check # 109138	250.00
<b>STATE CHEMICAL SOLUTIONS</b>		
901931451	HAND SANITIZER	250.00
	Check Date 4/30/2021 Total For Check # 109139	250.00
<b>SUBURBAN DOOR CHECK</b>		
IN535513	KEY FOR BURNS FIELD	10.40
	Check Date 4/30/2021 Total For Check # 109140	10.40
<b>SUBURBAN LABORATORIES, IN</b>		
176081	DBPR SAMPLING IEPA REQUIRED	415.00
	Check Date 4/30/2021 Total For Check # 109141	415.00
<b>TELCOM INNOVATIONS GROUP</b>		
35412	ANNUAL PHONE SYSTEM MAINT	2,623.22
	Check Date 4/30/2021 Total For Check # 109142	2,623.22
<b>THE HINSDALEAN</b>		
9094	HPC-01-2021	172.20
9137	LEGAL-GARFIELD RECONSTRUCT	224.70
	Check Date 4/30/2021 Total For Check # 109143	396.90
<b>THE STEVENS GROUP</b>		
0104513	BUSINESS CARDS	51.78
	Check Date 4/30/2021 Total For Check # 109144	51.78
<b>THIRD MILLENIUM</b>		
26077	UTILITY BILLING-4/2/21	1,056.16
26077	UTILITY BILLING-4/2/21	36.06
	Check Date 4/30/2021 Total For Check # 109145	1,092.22
<b>THOMSON REUTERS WEST</b>		
844088506	SUBSCRIPTION	211.84
	Check Date 4/30/2021 Total For Check # 109146	211.84
<b>TOSHIBA FINANCIAL SERVICE</b>		
441218922	APR21 LEASE ADMIN COPIER SC1HJ17548	275.00
	Check Date 4/30/2021 Total For Check # 109147	275.00



## Warrant Register 1739

Invoice	Description	Invoice/Amount
<b>TRESSLER, LLP</b>		
427472	PROF FEES THRU 2/28/21 FILE 011269-00009	1,055.00
	Check Date 4/30/2021 Total For Check # 109148	1,055.00
<b>TYLER TECHNOLOGIES, INC</b>		
045-335950	SAAS CONTRACT IMPLEMENT-MAIR	2,560.00
045-335730	APPLICATION SVC 4/1-6/30/21	190.50
045-335609	APPLICATION SVC 4/1-6/30/21	20,584.25
	Check Date 4/30/2021 Total For Check # 109149	23,334.75
<b>UNITED STATES POSTAL SVC</b>		
77997582-APR21	MAIL MACHINE POSTAGE-APR21	3,000.00
	Check Date 4/30/2021 Total For Check # 109150	3,000.00
<b>VERN GOERS GREENHOUSE INC</b>		
040521	BROKEN LANDSCAPE POTS	117.00
	Check Date 4/30/2021 Total For Check # 109151	117.00
<b>VILLAGE OF LEMONT</b>		
2021-00008030	OUTDOOR RANGE USE	100.00
	Check Date 4/30/2021 Total For Check # 109152	100.00
<b>VISOGRAPHIC INC</b>		
227541	AUDIT TABS/COVERS/SPINES	184.56
	Check Date 4/30/2021 Total For Check # 109153	184.56
<b>WAREHOUSE DIRECT INC</b>		
4905187-0	JANITORIAL SUPPLIES	301.92
4917656	OFFICE SUPPLIES	188.92
4859441-0	OFFICE SUPPLIES	497.84
4877009-0	OFFICE SUPPLIES	99.84
4932853-0	PARKS OFFICE SUPPLIES	24.57
4867770-0	PARKS JANITORIAL SUPPLIES	46.99
4867625-1	PARKS JANITORIAL SUPPLIES	161.50
4831008-0	LODGE EVENT SUPPLIES	48.80
4926243	SUPPLIES	98.98
4933142-0	PAPER TOWELS	123.16
4933143	SUPPLIES	30.36
4917117	4 NEW OFFICE CHAIRS	796.00
4923221	TONER	139.98
IN391357	REPLACEMENT PRINTER FOR JULIE COMPUTER	298.87
4935432-0	JANITORIAL SUPPLIES-PUB WORKS	217.43

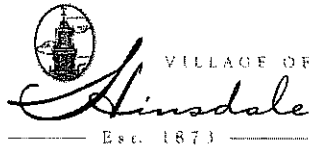
**Warrant Register 1739**

Invoice	Description	Invoice/Amount
4935442-0	JANITORIAL SUPPLIES-VH	330.84
4866054-0	JANITORIAL SUPPLIES-VH	346.98
4849296-0	JANITORIAL SUPPLIES-PUB WORKS	123.96
4876550-0	JANITORIAL SUPPLIES-PUB WORKS	23.60
4861625-0	OFFICE SUPPLIES-ENGINEERING	69.43
4861618-0	OFFICE SUPPLIES-COM DEV	250.88
4861618-1	OFFICE SUPPLIES-COM DEV	16.99
4861099	SUPPLIES	209.00
4936287	OFFICE SUPPLIES	148.27
<b>Check Date 4/30/2021 Total For Check # 109154</b>		<b>4,595.11</b>
<b>WAREHOUSE DIRECT INC</b>		
4938987-0	KLM OFFICE SUPPLIES	64.20
4925312-0	JANITORIAL SUPPLIES	373.74
4936572	AERSOL REFILL MIST	124.90
4936843-1	JANITORIAL SUPPLIES	60.17
<b>Check Date 4/30/2021 Total For Check # 109155</b>		<b>623.01</b>
<b>WEX BANK</b>		
70940665	MAR21 UNLEADED FUEL	127.71
70940665	MAR21 UNLEADED FUEL	696.81
70940665	MAR21 UNLEADED FUEL	640.56
70940665	MAR21 UNLEADED FUEL	-99.36
70940665	MAR21 UNLEADED FUEL	79.80
70940665	MAR21 UNLEADED FUEL	295.18
70940665	MAR21 UNLEADED FUEL	3,696.68
70940665	MAR21 UNLEADED FUEL	1,081.58
70940665	MAR21 UNLEADED FUEL	344.99
70940665	MAR21 UNLEADED FUEL	74.72
<b>Check Date 4/30/2021 Total For Check # 109156</b>		<b>6,938.67</b>
<b>WILLOWBROOK FORD INC</b>		
6344212/1	SQUAD 51 CHIEFS CAR REPAIRS	359.28
6346938	CAR REPAIR	31.95
6346830	CAR REPAIR	1,826.74
6344483	CAR REPAIRS	167.20
5150209	PURGE VALVE UNIT #38	38.80
5150161	WASHER HOSE #846	17.06
<b>Check Date 4/30/2021 Total For Check # 109157</b>		<b>2,441.03</b>



**Warrant Register 1739**

Invoice	Description	Invoice/Amount
<b>SIRCHIE</b>		
0488227-IN	EVIDENCE SUPPLIES	52.45
0490743-IN	EVIDENCE SUPPLIES	143.20
	<b>Check Date 4/30/2021 Total For Check # 109158</b>	<b>195.65</b>
<b>NATIONWIDE RETIREMENT SOL</b>		
9696	Payroll Run 1 - Warrant PR2109	200.00
	<b>Check Date 4/30/2021 Total For Check # 109159</b>	<b>200.00</b>
<b>NATIONWIDE TRUST CO FSB</b>		
9697	Payroll Run 1 - Warrant PR2109	3,352.72
	<b>Check Date 4/30/2021 Total For Check # 109160</b>	<b>3,352.72</b>
<b>STATE DISBURSEMENT UNIT</b>		
9698	Payroll Run 1 - Warrant PR2109	230.77
	<b>Check Date 4/30/2021 Total For Check # 109161</b>	<b>230.77</b>
	<b>Total For ALL Checks</b>	<b>288,796.21</b>



**Warrant Summary by Fund:**

<b>RECAP BY FUND</b>	<b>FUND NUMBER</b>	<b>FUND TOTAL</b>
GENERAL FUND	100	225,468.20
CAPITAL PROJECTS FUND	400	32,672.20
WATER & SEWER OPERATIONS FUND	600	6,372.32
ESCROW FUND	720	20,500.00
PAYROLL REVOLVING FUND	740	3,783.49
	<b>TOTALS:</b>	<b>288,796.21</b>

**END OF REPORT**

Administration

**AGENDA SECTION:** Consent Agenda - ACA  
**SUBJECT:** CY 2021 Village Pay Plan – Part-time  
**MEETING DATE:** May 4, 2021  
**FROM:** Tracy McLaughlin, Human Resources Consultant

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**Recommended Motion**

Approval of the CY 2021 Pay Plan for Part-time employees effective May 1, 2021 through April 30, 2022.

**Background**

The Village of Hinsdale currently has 15 employees working in part time, non- seasonal roles. These employees can be found in nearly every Village Department, working in such roles as the Police Accreditation Manager, Parking Enforcement Officer, Fire Inspector, Building Inspector, Accounts Payable / Finance Clerk and all of the positions at KLM Lodge.

Wages for part-time Village position are governed by a part-time pay plan. Historically, the minimum and maximum pay rates for these positions are adjusted each year based on cost of living. However, the pay plan itself, had not undergone full evaluation in many years. In the last couple of months, Staff has undertaken an evaluation of the Part-time Pay Plan.

**Goals of the part-time pay plan evaluation included:**

1. Evaluate the current structure and incumbent wage rates against comparable community data within a 10-mile radius of Hinsdale. We were able to source current wage data from publicsalary.com, a subscription service for public sector employers in Illinois, of which the Village is a member. Staff also contacted nearby communities who do not participate in publicsalary.com to collect and compile their wage ranges and actual wage rates for similar positions.
2. Move from our current open range pay plan to a pay plan that is a step plan. A step plan allows for an orderly progression through the wage range based on years of service and acceptable performance.
3. Condense the breadth of the pay ranges to be more reflective of the market range for each position. Currently, all part-time pay ranges are 50-54%. Comparable communities reflect ranges that are closer to 35% - 40%. The Society for Human Resources Management (SHRM), a leader in providing human resources professionals tools and support, espouses a traditional salary range is commonly 30% - 40%.

### **Discussion & Recommendation**

After thorough review of the comparable and incumbent data as well as striving to achieve the goals outlined above, the following specific adjustments are being recommended to the Part-time Pay Plan.

1. Move KLM Hosts from NM 1 to NM2
2. Move Parking Enforcement Officers from NM2 to NM3
3. Move KLM Assistant Manager from NM3 to NM4 and to Step 3
4. Add PT Fire Prevention to NM 8
5. Move Economic Development Coordinator (no incumbent) from NM7 to NM8
6. Move Admin. Analyst (no incumbent) from NM7 to NM8

The revised Part-time Pay Plan is a step plan. There are up to 15 steps based upon market data. The first three steps have a 2.50% increase between steps, then a 3.0% increase until Step 12 (after 11 years). After Step 12, the increase between steps decreases to 2.50%. Staff will continue to monitor market data as well as the impact of the increasing Illinois minimum wage on the Part-time Pay Plan. As a reminder, the table below outlines the current minimum wage and upcoming changes to the Illinois minimum wage rate.

Year	Minimum Wage
1/1/2021	\$11.00
1/1/2022	\$12.00
1/1/2023	\$13.00
1/1/2024	\$14.00
1/1/2025	\$15.00

### **Budget Impact**

Attached please find the draft CY 2021 Pay Plan for part-time employees. The cost to execute this pay plan are aligned with the CY 2021 budget. Please note, this draft Part-time Pay Plan has not been adjusted by a 2.50% cost of living increase. Effective 5/1/21, employees in the Part-time Pay Plan will be placed in the next highest step to their current wage rate. Upon their service anniversary, they will be eligible for a step increase.

### **Village Board and/or Committee Action**

At their meeting of April 20, the Board agreed to move this item to the Consent Agenda of their next meeting.

### **Documents Attached**

1. Draft 2021 Part-time Pay Plan (Part-time)



draft 4/13/21

		CY2021 DRAFT PAY SCALE - effective 5/1/21 - 4/30/22																			
		CY2021			Increase %	102.5%	102.5%	102.5%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	103.0%	102.5%	102.5%	102.5%		
Grade	Title	Hourly Minimum	Hourly Maximum	Range Spread	Upon Hire	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	13 Years	14 Years	Range Spread	% Decrease
NM 1	KLM Hosts	\$11.60	\$17.40	50.00%	\$11.60	\$11.89	\$12.19	\$12.49	\$12.87	\$13.25	\$13.65	\$14.06	\$14.48	\$14.92	\$15.36	\$15.82	\$16.22	\$16.63	\$17.04	46.91%	3.09%
NM 2	Parking Enforcement Officer	\$13.01	\$20.11	54.57%	\$14.71	\$15.08	\$15.46	\$15.84	\$16.32	\$16.81	\$17.31	\$17.83	\$18.37	\$18.92	\$19.49	\$20.07	\$20.57	X	X	33.09%	21.48%
NM 3	IT Assistant Broadcasting Technician Parking Enforcement Officer KLM Assistant Manager	\$15.39	\$23.66	53.74%	\$15.50	\$15.89	\$16.28	\$16.69	\$17.19	\$17.71	\$18.24	\$18.79	\$19.35	\$19.93	\$20.53	\$21.14	\$21.67	\$22.22	\$22.77	46.91%	6.83%
NM 4	Administrative Assistant Administrative Intern Cashier/Receptionist Community Services Officer I Finance Clerk Investigations Assistant KLM Assistant Manager Records Clerk Secretary	\$17.74	\$27.23	53.49%	\$17.74	\$18.18	\$18.64	\$19.10	\$19.68	\$20.27	\$20.88	\$21.50	\$22.15	\$22.81	\$23.50	\$24.20	\$24.81	\$25.43	\$26.06	46.91%	6.59%
NM 5	Community Services Officer II	\$20.45	\$31.29	53.01%	\$21.00	\$21.53	\$22.06	\$22.61	\$23.29	\$23.99	\$24.71	\$25.45	\$26.22	\$27.00	\$27.81	\$28.65	\$29.36	\$30.10	\$30.85	46.91%	6.10%
NM 6	KLM Manager	\$22.47	\$34.32	52.74%	\$22.47	\$23.03	\$23.61	\$24.20	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05	\$28.89	\$29.76	\$30.65	\$31.42	\$32.20	\$33.01	46.91%	5.83%
NM 7	Account Clerk/Data Clerk Administrative Analyst Economic Development Coordinator	\$23.66	\$35.49	50.00%	\$23.66	\$24.25	\$24.86	\$25.48	\$26.12	\$26.77	\$27.44	\$28.12	\$28.83	\$29.55	\$30.29	\$31.04	\$31.82	\$32.62	\$33.43	41.30%	8.70%
NM 8	Accreditation Manager Accountant Administrative Analyst Building Inspector Code Enforcement Officer Economic Development Coordinator Engineering Inspector Fire Inspector Fire Prevention Investigative Aide	\$29.58	\$44.97	52.03%	\$32.00	\$32.80	\$33.62	\$34.46	\$35.49	\$36.56	\$37.66	\$38.79	\$39.95	\$41.15	\$42.38	\$43.65	\$44.74	\$45.86	X	36.42%	15.61%
M1	Administration Manager	\$40.24	\$60.34	49.95%	\$45.00	\$46.13	\$47.28	\$48.70	\$50.16	\$51.66	\$53.21	\$54.81	\$56.45	\$58.15	\$59.89	\$61.39	X	X	X	36.42%	13.53%

REQUEST FOR BOARD ACTION  
PUBLIC SERVICES & ENGINEER

**AGENDA SECTION:** Second Read - EPS

**SUBJECT:** Resolution for the use of local funds for the 2021 Chicago Avenue Resurfacing Project

**MEETING DATE:** May 4, 2021

**FROM:** Dan Deeter, PE Village Engineer

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**Recommended Motion**

Approve a Resolution for Improvement Under the Illinois Highway Code.

**Background**

On 01/05/21 the Village Board approved a resolution to allocate \$398,000 of local Motor Fuel Tax (MFT) funds as the village contribution for construction only of the 2021 Chicago Avenue Resurfacing Project. This was based upon the Village 2021 budget and the engineer's estimate at that time as shown below:

\$930,000	Previous Engineer's construction estimate
<u>-\$532,000</u>	STP funding
\$398,000	previous resolution for local (MFT) funds for construction
<u>\$103,000</u>	Village budget for construction observation
\$501,000	total local funds

**Discussion & Recommendation**

During the coordination with IDOT for the Surface Transportation Program (STP) documents, the construction estimate changed and IDOT required that the construction observation costs be included in the project costs. As part of the final submittal for the STP funding, the local contribution resolution must agree with the rest of the STP documents. The revised quantities are shown below:

\$870,385	Current Engineer's construction estimate (rounded up)
<u>\$103,000</u>	Village budget for construction observation
\$973,385	Project cost (construction and construction observation)
<u>-\$532,000</u>	STP funded
\$441,385	new total local funds (revised 04/06/21 resolution)

IDOT has recently clarified that Rebuild Illinois (RBI) funds may be used as matching funds for the Chicago resurfacing project. It is Staff's recommendation that RBI funds are used as part of the local funds for the Chicago resurfacing project. In order to use RBI funds, the Village must pass an updated resolution noting that the funds may be RBI funds.

This revised resolution notes "This resolution and the appropriation made herein supersede and replace Resolution No. R2021-06 approved on April 6, 2021, and the appropriation made therein."

**Budget Impact**

This recommendation is consistent with how the Village intended to fund the 2021 projects and will have no adverse Budget impact.

**Village Board and/or Committee Action**

At the 04/06/21 Board of Trustees meeting, the Board approved the revised funding limit.

**Documents Attached**

1. Revised IDOT BLR 09110, Resolution for Improvement Under the Illinois Highway Code
2. Resolution R2021-06, Resolution for Improvement Under the Illinois Highway Code
3. BLR 05310, Local Public Agency Agreement for Federal Participation



**Resolution for Improvement  
Under the Illinois Highway Code**



**REBUILD ILLINOIS FUNDS – CONSTRUCTION ONLY**

Resolution Number	Resolution Type	Section Number
	Original	19-00098-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village  
Governing Body Type Local Public Agency Type  
 of Hinsdale Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
 the Illinois Highway Code. Work shall be done by Contract  
Contract or Day Labor

For Roadway/Street improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
+ Chicago Avenue	0.97	FAU1487	IL Route 83 (Kingery Hwy)	Garfield Street
+ 3rd Street	0.16	Local	Grant Street	Washington Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
+				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement Rehabilitation including milling of bituminous surface course, pavement patching, structure adjustments, concrete curb & gutter replacement, and HMA surface paving, & ADA sidewalk ramp improvements. Includes budgeted amount for Construction Engineering also.

2. That there is hereby appropriated the sum of four hundred forty one thousand three hundred eighty five & 00/100

Dollars ( \$441,385.00 )

for the improvement of said section from the Local Public Agency's allotment of ~~Motor Fuel Tax funds~~ Rebuild Illinois Bond Funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine M. Bruton Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Hinsdale in the State aforesaid, and keeper of the records and files thereof, as provided by  
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Hinsdale at a meeting held on May 04, 2021  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4th day of May, 2021  
Day Month, Year

(SEAL)

Clerk Signature

**Approved**

Regional Engineer  
Department of Transportation

Date

(This Resolution and appropriation made herein supersede and replace Resolution R2021-06 approved on April 6, 2021, and the appropriation made therein.)





Resolution for Improvement  
Under the Illinois Highway Code



Resolution Type	Resolution Number	Section Number
Original	R2021-06	19-00098-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village  
Governing Body Type Local Public Agency Type  
of Hinsdale Illinois that the following described street(s)/road(s)/structure be improved under  
Name of Local Public Agency  
the Illinois Highway Code. Work shall be done by Contract  
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Chicago Avenue	0.93	FAU 1487	IL Route 83 (Kingery Hwy)	Garfield Street
3rd Street	0.16	Local	Grant Street	Washington Street

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
N/A				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement Rehabilitation including milling of bituminous surface course, pavement patching, structure adjustments, concrete curb & gutter replacement, and HMA surface paving, & ADA sidewalk ramp improvements. Includes budgeted amount for Construction Engineering also.

2. That there is hereby appropriated the sum of four hundred forty one thousand three hundred eighty five & 00/100  
Dollars ( \$441,385.00 ) for the improvement of  
said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine M. Bruton Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type  
of Hinsdale in the State aforesaid, and keeper of the records and files thereof, as provided by  
Name of Local Public Agency  
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Hinsdale at a meeting held on April 6, 2021  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of April, 2021.  
Day Month, Year

(This Resolution and the appropriation made herein supersede and replace  
Resolution R2021-01 approved on January 5, 2021,  
and the appropriation made therein.)



Illinois Department  
of Transportation



Resolution for Improvement  
Under the Illinois Highway Code

(SEAL OF)



Clerk Signature

Date

*Christine M. Buden*

4/6/21

Approved

Regional Engineer

Department of Transportation

Date



Resolution Number	Resolution Type	Section Number
<b>R2021-01</b>	<b>Original</b>	<b>19-00098-00-RS</b>

BE IT RESOLVED, by the President and Board of Trustees of the Village  
Governing Body Type Local Public Agency Type  
 of Hinsdale Name of Local Public Agency Illinois that the following described street(s)/road(s)/structure be improved under  
 the Illinois Highway Code. Work shall be done by Contract  
Contract or Day Labor

**For Roadway/Street improvements:**

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
* Chicago Avenue	0.93	FAU1487	IL Rte 83/Kingery Hwy	Garfield Street
* Post Circle	0.11		Garfield Street	Symonds Drive
* Third Street	0.13		Grant Street	Washington Street

**For Structures:**

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
*				

**BE IT FURTHER RESOLVED,**

1. That the proposed improvement shall consist of

Remove and replace 2" HMA surface course. Remove unsuitable material, apply porous granular embankment and/or Class D pavement patch. Repair/replace CCC&G, sidewalk, detectable warnings, driveway pavement, pavement striping and landscaping, as necessary.

2. That there is hereby appropriated the sum of three hundred ninety-eight thousand dollars

Dollars ( \$398,000.00 ) for the improvement of  
 said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine M. Bruton Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Hinsdale Name of Local Public Agency in the State aforesaid, and keeper of the records and files thereof, as provided by  
 statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Hinsdale at a meeting held on January 5, 2021  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of January 2021  
Day Month, Year



Clerk Signature

*Christine M. Bruton*

**Approved**

Regional Engineer  
 Department of Transportation

Date

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LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
Village of Hinsdale	DuPage	19-00098-00-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	08-13-0030

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-076-20	H6BQ(234)				

Engineering

Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
Chicago Avenue	FAU 1487	0.93 (net)	10.94	11.92

Location Termini

From IL 83 (Kingery Hwy) to Garfield Street

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Hinsdale	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
3rd Street	MUN 4030	0.16	0.08	0.24

Location Termini

Grant St. to Washington St.

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Hinsdale	N/A	Remove

PROJECT DESCRIPTION

Roadway rehabilitation including milling, patching and resurfacing, & ADA ramp improvements

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.



☐ **METHOD B** - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ **METHOD C - LPA's Share BALANCE** \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

#### THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

#### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	BLR 09110 Resolution for Improvements Under Illinois Highway Code
<input checked="" type="checkbox"/>	4.	GATA Reporting
Add Row		

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Thomas K. Cauley, Jr.

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is  
366005930 conducting business as a Governmental Entity.

Duns Number 069964427

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

**NOTE:** if the LPA signature is by an **APPOINTED** official, a resolution authorizing said appointed official to execute this agreement is required.



## ADDENDA NUMBER 2

Local Public Agency Village of Hinsdale	County DuPage	Section Number 19-00098-00-RS
--	------------------	----------------------------------

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-076-20	H6BQ(234)				

### DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$532,000.00					Local	\$228,000.00	BAL	\$760,000.00
- Construction Engineering							Local	\$103,000.00	100%	\$103,000.00
- Non-Participating Construction							Local	\$110,384.00	100%	\$110,384.00
Total		\$532,000.00		Total			Total		\$441,384.00	\$973,384.00

Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

\*MAXIMUM FHWA (STU) PARTICIPATION 70% NOT TO EXCEED \$532,000.  
Not participating construction items includes but not limited to work on 3rd Street.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

## Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

### Local Public Agency

Name of LPA Insert the name of the LPA

County Insert the name of the county in which the LPA is located.

Section Number Insert the section number applied to this project.

Fund Type Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)

ITEP, SRTS, HSIP Number Insert the ITEP, SRTS, HSIP number assigned to this project.

MPO Name From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAF	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque Metropolitan Area Transportation Study
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".

Construction on State Letting Check this box if the construction portion of this project will be on a state held letting.

Day Labor Check this box if the project will be constructed using day labor.

Local Administered Engineering Check this box if the LPA is administering the engineering locally.

Right-of-Way Check this box if Right-Of-Way is part of the project.

Construction

    Job Number Insert the job number assigned for the construction portion, the number will begin with a "C"

    Project Number Insert the project number assigned to the construction portion of this project.

Engineering

    Job Number Insert the job number assigned for the engineering portion of this project.

    Project Number Insert the project number assigned to the engineering portion of this project.

## Instructions for BLR 05310 - Page 2 of 3

### Right-of-Way

Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

### For State Let Construction Projects:

#### Addenda

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

- |  |   |
|--|---|
| 1. Location Map                        | Attach a location map to this agreement showing all locations being improved by this project.   |
| 2. Division of Cost                    | Insert the division of cost page (see separate instructions for completing this document).  |
| 3. LPA Appropriation Resolution        | For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation. |
| 4. IDOT Fiscal Approval Signature Page |   |

#### Approved

- |                                 |   |
|---------------------------------|---|
| Local Public Agency             | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here.   |

### For Local Let Projects:

- |                     |   |
|---------------------|---|
| 1. Location Map     | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document)     |

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

**Approved**

<b>Local Public Agency</b>	<b>The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.</b>
----------------------------	---

<b>Illinois Dept of Transportation</b>	<b>The appropriate IDOT officials shall sign and date here.</b>
--	---

**Division of Cost Table:**

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.  
Lump-sum to be utilized second not to exceed \$20,000 EDP funds.  
Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000  
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

**Division of Cost Table:**

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

**A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:**

District file  
Bureau of Local Roads Central Office (2)



# VILLAGE OF HINSDALE 2020 INFRASTRUCTURE PROJECT



## LEGEND

- STP ELIGIBLE
- VILLAGE FUNDED (NON-PARTICIPATING)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

PROJECT LOCATION MAP

SCALE: 1" = 200' SHEET NO. OF SHEETS STA. TO STA.

F.A.W. RTE.	SECTION NO.	COUNTY	TOTAL SHEETS	SHEET NO.
1487	19-00098-00-RS	DUPAGE	I	I
CONTRACT NO.				
FED. ROAD DIST. NO. ILLINOIS FED. AID PROJECT				

USER NAME	DESIGNED	REVISION
PLT SCALE	DRAWING	REVISION
PLT DATE	CHECKED	REVISION
	DATE	REVISION







# Illinois Department of Transportation

## Contract Estimate of Cost

Local Public Agency

County

Section Num Section Num Section Number

Village of Hinsdale

DuPage

19-00098-00-RS

Route(s)/Street-Road Name

Project Leng Project Leng Project Length

Chicago Avenue (FAU 1487)

0.99 Miles

Project Termini

East of Kingery Highway (IL Rte 83) to Garfield Street

Item Number	Item	Unit of Measure	Total Quantity	70% Fed 30% State	100% Village	Unit Price	Estimated Cost Fed/State	Estimated Cost Village	% Breakdown
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	134	121	13	\$ 30.00	\$ 3,616.40	\$ 402.40	0.46%
20700220	POROUS GRANULAR EMBANKMENT	CU YD	134	121	13	\$ 35.00	\$ 4,219.13	\$ 469.47	0.54%
25200200	SUPPLEMENTAL WATERING	UNIT	154	133	21	\$ 5.00	\$ 663.88	\$ 106.35	0.09%
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	71	61	10	\$ 5.00	\$ 304.81	\$ 48.83	0.04%
28000510	INLET FILTERS	EACH	68	62	6	\$ 120.00	\$ 7,440.00	\$ 720.00	0.94%
40600250	BITUMINOUS MATERIALS (TACK COAT)	POUND	13,813	12,454	1,359	\$ 0.01	\$ 124.54	\$ 13.59	0.02%
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	418	386	52	\$ 10.00	\$ 3,862.78	\$ 520.00	0.50%
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4 75, N50	TON	844	759	85	\$ 100.00	\$ 75,946.29	\$ 8,450.40	9.70%
40604060	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9 5, N50	TON	2,251	2,025	225	\$ 90.00	\$ 182,271.09	\$ 20,280.96	23.27%
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,921	3,727	194	\$ 8.00	\$ 29,813.43	\$ 1,555.54	3.60%
42400800	DETECTABLE WARNING	SQ FT	448	392	56	\$ 25.00	\$ 9,600.00	\$ 1,400.00	1.29%
44000159	HOT-MIX ASPHALT SURFACE REMOVAL - 2 1/2"	SQ YD	20,094	18,082	2,012	\$ 5.00	\$ 90,412.25	\$ 10,060.00	11.54%
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	732	644	88	\$ 15.00	\$ 9,660.00	\$ 1,320.00	1.26%
44000600	SIDEWALK REMOVAL	SQ FT	3,862	3,717	144	\$ 2.00	\$ 7,434.88	\$ 288.89	0.89%
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	1,005	904	101	\$ 80.00	\$ 72,320.80	\$ 8,048.00	9.23%
60265700	VALVE VAULTS TO BE ADJUSTED	EACH	8	8	0	\$ 500.00	\$ 4,000.00	\$ -	0.46%
66900360	NON-SPECIAL WASTE DISPOSAL	CU YD	73	69	4	\$ 35.23	\$ 2,430.87	\$ 140.92	0.30%
66900530	SOIL DISPOSAL ANALYSIS	EACH	1	0.5	0.5	\$ 1,200.00	\$ 600.00	\$ 600.00	0.14%
66901401	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L SUM	1	0.5	0.5	\$ 500.00	\$ 250.00	\$ 250.00	0.06%
66901403	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L SUM	1	0.5	0.5	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	0.23%
67100100	MOBILIZATION	L SUM	1	0.5	0.5	\$ 27,450.00	\$ 13,725.00	\$ 13,725.00	3.15%
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1	0.5	0.5	\$ 11,250.00	\$ 5,625.00	\$ 5,625.00	1.29%
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1	0.5	0.5	\$ 11,250.00	\$ 5,625.00	\$ 5,625.00	1.29%
72000100	SIGN PANEL - TYPE I	SQ FT	9	9	0	\$ 29.99	\$ 269.91	\$ -	0.03%
72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	30	30	0	\$ 18.00	\$ 540.00	\$ -	0.06%
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	36	36	0	\$ 10.00	\$ 360.00	\$ -	0.04%
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	8,899	8,851	48	\$ 1.00	\$ 8,851.04	\$ 48.00	1.02%
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1,272	1,272	0	\$ 1.60	\$ 2,034.67	\$ -	0.23%
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	174	174	0	\$ 2.60	\$ 347.86	\$ -	0.04%
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	349	280	69	\$ 2.50	\$ 700.00	\$ 172.50	0.10%
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	209	170	39	\$ 10.00	\$ 1,700.00	\$ 390.00	0.24%
X2520700	SODDING SPECIAL	SQ YD	3,423	2,951	473	\$ 15.00	\$ 44,258.33	\$ 7,090.00	5.90%
X4230710	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	623	553.0	70.0	\$ 55.00	\$ 30,413.00	\$ 3,850.00	3.94%
X4400220	CURB REMOVAL AND REPLACEMENT	FOOT	4,079	3,641.0	438.0	\$ 26.50	\$ 96,486.50	\$ 11,607.00	12.42%
X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	52	51	1	\$ 490.00	\$ 24,990.00	\$ 490.00	2.93%
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	0.5	0.5	\$ 12,400.00	\$ 6,200.00	\$ 6,200.00	1.42%
Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	154.2	154.2	0	\$ 30.00	\$ 4,626.00	\$ -	0.53%
X0000001	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	76	68	8	\$ 48.00	\$ 3,264.00	\$ 184.00	0.42%
X0000002	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	33	23	10	\$ 100.00	\$ 2,300.00	\$ 1,000.00	0.38%

Estimated Cost: \$ 758,502.46 \$ 111,881.84 100.00%

Total Overall Estimated Cost: \$ 870,384.30

Prepared By

Date

Tyler Ballah

2/17/2021

Verified By

Date

Scott Creech

2/17/2021

## Addendum No. 3

### Grant Accountability and Transparency Act (GATA)

#### **Required Uniform Reporting**

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's [BoBS 2832](#) form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**PLEASE NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "*Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports*" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx> )



Public Services & Engineering

**AGENDA SECTION:** Second Read – EPS

**SUBJECT:** Eighth Street Reconstruction Project

**MEETING DATE:** May 05, 2021

**FROM:** George Peluso, Director of Public Services  
Dan Deeter, Village Engineer

### Recommended Motion

Award the contract for the construction of the Eighth Street Reconstruction Project to J. Nardulli Concrete, Inc. in the amount not to exceed \$1,340,365.15.

### Background

In November 2020, while reviewing the engineering services award for the Eighth Street Reconstruction Project, the Board of Trustees directed Staff to design and bid the project with two alternate street construction methods – asphalt pavement and concrete pavement. The engineering consultant, Rempe-Sharpe & Associates, developed plans with alternate 1 as an asphalt street and alternate 2 as a concrete street.

The bidding process allowed contractors to bid on one or both alternates. Fourteen sealed bids were opened on 03/26/21. The bids received were reviewed by Rempe-Sharpe. The bids are summarized below (low bid is in bold):

	<u>Alt. 1 (Asphalt) Bid</u>	<u>Alt 2 (Concrete) Bid</u>
• <i>Engineer's Estimate</i>	\$1,881,333.00	\$2,352,446.80
• Martam Construction	\$1,931,656.60	\$2,126,579.30
• M&J Asphalt	\$1,794,876.90	\$1,990,811.45
• Schroder Asphalt	\$1,661,194.94	\$1,894,761.43
• Triggs Construction		\$1,887,797.50
• Linden & Sons	\$1,587,486.80	\$1,834,261.00
• John Neri Construction	\$1,561,158.00	\$1,784,762.75
• Davis Concrete		\$1,738,647.71
• Landmark	\$1,500,077.40	\$1,656,608.98
• Builders Asphalt	\$1,484,656.80	
• Copenhaver Construction	\$1,473,029.26	\$1,873,024.26
• A-Lamp Concrete	\$1,368,659.95	\$1,548,425.65
• <b>G&amp;M Cement Construction</b>	\$1,367,090.31	<b>\$1,481,809.11</b>
• DiNatali	\$1,348,700.25	\$1,525,431.45
• <b>J. Nardulli Concrete, Inc.</b>	<b>\$1,340,365.15</b>	\$1,624,307.60

The bids are based upon estimated quantities. Final payouts will be dependent upon actual work completed.

### Discussion & Recommendation

The lowest responsive bidder for the asphalt alternative is J. Nardulli Concrete, Inc. They have not worked for the Village of Hinsdale before on any infrastructure projects. Staff has reviewed J. Nardulli's

references and they have satisfactorily completed similar projects for the Village of Brookfield and other west suburban Cook County communities.

The table below summarizes the total cost of ownership (in 2021 dollars) for asphalt vs. concrete street construction using the 03/26/21 bid quantities:

**Total Cost of Street Ownership (in 2021 dollars)**

	Asphalt Street	Concrete Street
2021 Design Engineering	\$76,524*	\$76,524*
2021 Construction	\$1,340,365*	\$1,481,809*
2021 Construction Observation	\$70,424*	\$121,346*
2036 Resurfacing/Patching	\$237,982	\$50,000
2051 Resurfacing/Patching	\$237,982	\$50,000
2066 Resurfacing/Patching	\$237,982	\$50,000
Total Cost	\$2,201,259	\$1,829,679
45-year difference	+\$371,580**	

The 2021 cost difference for a concrete street is \$192,366\* more than asphalt when construction observation costs are included. The concrete street provides a cost savings to the Village when projected out over a 45 year period.

**Budget Impact**

The approved budget for Calendar Year 2021 assumed an asphalt construction process. A budget comparison for the construction and construction observation is shown below:

	CY 2021 Budget	Alt. 1 (Asphalt) Costs	Variance
Design Engineering	\$66,924	\$76,524	(\$9,600)
Construction Obs.	\$70,424	\$70,424	\$0
Construction	\$1,155,000	\$1,340,365	(\$185,365)
<b>Total Costs</b>	<b>\$1,292,348</b>	<b>\$1,487,131</b>	<b>(\$194,783)</b>
	CY 2021 Budget	Alt. 2 (Concrete) Costs	Variance
Design Engineering	\$66,924	\$76,524	(\$9,600)
Construction Obs.	\$70,424	\$121,346	(\$50,922)
Construction	\$1,155,000	\$1,481,809	(\$326,809)
<b>Total Costs</b>	<b>\$1,292,348</b>	<b>\$1,679,679</b>	<b>(\$387,331)</b>

Following the bid openings from the Phase 2 Chicago Avenue Water Project and the 2021 Annual Maintenance Program, Staff updated the Master Infrastructure Program budget. The bid savings from those two projects is estimated to be approximately \$600,000. The revised estimates that were included in the MIP are as follows:

	03/16/21 MIP Update	Alt. 1 (Asphalt) Costs	Alt. 2 (Concrete) Costs
Design Engineering	\$66,924	\$76,524	\$76,524
Construction Obs.	\$70,424	\$70,424	\$121,346
Construction	\$1,881,333	\$1,340,365	\$1,481,809
<b>Total Costs</b>	<b>\$2,018,681</b>	<b>\$1,487,313</b>	<b>\$1,679,679</b>

There are sufficient funds in the Master Infrastructure Program (MIP) budget to fund the construction and construction observation costs for the Eighth Street Reconstruction Project.

**Village Board and/or Committee Action**

At the 04/06/21 Board of Trustees meeting, the Board approved the item to be moved to a Second Read.

**Documents Attached**

1. Rempe-Sharpe & Associates Recommendation Letter
2. Bid Tab



# REMPE-SHARPE & Associates, Inc.

## Principals

J. Bibby P.E. S.E.  
D. Watson P.E.  
B. Bennett P.E. CFM  
L. Vo P.E.

## **CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 - Fax: 630/232-1629

March 29, 2021

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3488

Attn: Daniel Deeter, P.E.

Re: 2021 East Eighth Street Improvements Project - MFT

File: HIN-14

Dear Mr. Deeter,

In accordance with the Advertisement for Bids, the Village of Hinsdale opened bids for the 2021 East Eighth Street Improvements Project - MFT on Friday, March 26, 2021.

The project consists of the grinding and paving of bituminous pavement structure using a P.C.C. cross-section on 2,615 linear feet (.5 Miles) of East Eighth Street in Hinsdale as well as construction to replace 785 feet of 8" watermain and 70 feet of 6" watermain, C-900, PVC pipe and appurtenances; and restoration.. All work includes parkway restoration, sidewalk patching, and curb and gutter patching as appropriate.

Twenty-Five (25) contractors purchased plans and specifications for the project, and a bid was submitted by fourteen (14) contractors.

The qualified low bidders for each alternate are as follows:

### Alternate 1 (H.M.A.)

J. Nardulli Concrete, Inc.; Cicero, IL	\$1,340,365.15
Engineer's Estimate	\$2,037,067.80

### Alternate 2 (P.C.C.)

G & M Cement Construction; Addison, IL	\$1,481,809.11*
Engineer's Estimate	\$2,352,446.8

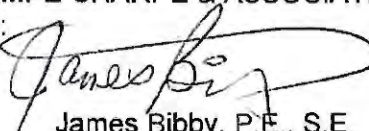
*There were calculation errors in G & M's bid.*  
Actual total bid, based on unit prices provided

If there are any questions, please feel free to contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.

BY:

  
James Bibby, P.E., S.E.  
Principal



## Eighth Street Reconstruction Project - Bid Tabulation

NO.	ITEM	QUANTITY	ENGINEER'S ESTIMATE		UNIT PRICE	EXTENDED PRICE		NO.	ITEM	QUANTITY	ENGINEER'S ESTIMATE		UNIT PRICE	EXTENDED PRICE		NO.	ITEM	QUANTITY	ENGINEER'S ESTIMATE		UNIT PRICE	EXTENDED PRICE		NO.	ITEM	QUANTITY	ENGINEER'S ESTIMATE		UNIT PRICE	EXTENDED PRICE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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## Eighth Street Reconstruction Project - Bid Tabulation

[illegible]

did not submit any price

did not submit any price

**REQUEST FOR BOARD ACTION**  
Community Development

**AGENDA SECTION:** Second Reading-ZPS

**SUBJECT:** Permit Fee Increase

**MEETING DATE:** May 4, 2021

**FROM:** Robert McGinnis, Director of Community Development/Building  
Commissioner

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**Recommended Motion**

Approve an Ordinance Amending Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 9-1-4 (Permit Fees) Relative to Permit Fees

**Background**

In an effort to index our permit fees to costs on a timely basis, the Board of Trustees approved a change to the ordinance in 2019 that tied an automatic annual increase to the CPI-U on May 1 of each year. While this has been very effective, it has resulted in odd permit fee amounts being charged due to the fact that fees are rounded to the nearest penny. There are still many people that pay in cash, and comments have been made about the odd amounts.

Staff is recommending that section D be amended to require that fees be rounded to the nearest nickel rather than the nearest penny. Making this change will result in more even amounts being charged and avoid the need to give customers change in pennies. The draft ordinance attached includes a 1.4% increase based on the CPI-U for last year.

**Discussion & Recommendation**

At its regularly scheduled meeting of April 19, 2021, the Board of Trustees heard the item and recommended that fees over one hundred dollars (\$100.00) be rounded to the nearest dollar and agreed to move the item forward for Second Reading.

**Budget Impact**

Marginal increase in permit revenue.

**Documents Attached**

1. Draft Ordinance

**VILLAGE OF HINSDALE**

**ORDINANCE NO. O2021-**

**AN ORDINANCE AMENDING TITLE 9 (BUILDING REGULATIONS), CHAPTER 1  
(ADMINISTRATIVE PROVISIONS), SECTION 9-1-4 (PERMIT FEES) OF THE  
VILLAGE CODE OF HINSDALE RELATIVE TO PERMIT FEES**

**WHEREAS**, in 2019, the Board of Trustees of the Village of Hinsdale enacted Ordinance No. 2019-03 which updated various permit fees, and added language to the Village Code of Hinsdale to initiate automatic permit fee increases each year tied to the Consumer Price Index for all Urban Consumers (CPI-U); and

**WHEREAS**, the Board of Trustees find and determine that it is advisable to round the permit fees following such automatic annual increases to the nearest nickel, as opposed to the nearest penny, to update the Code at this time to reflect the current permit fees, and that such changes are necessary and in the best interests of the health, welfare, and safety of the residents, property owners and the businesses of the Village.

**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:** Each whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION 2:** Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

**9-1-4: PERMIT FEES:**

**A. Plan Review And Administrative Filing Fee:**

1. Outside Agency: Should a plan review be required to be performed by a third party, as determined by the village, all fees and charges related to the performance of such plan review shall be paid by the permit applicant. The applicant shall pay an additional twenty percent (20%) of the charges of the plan review performed by a third party for administrative costs and plan review performed by village personnel. A deposit shall be submitted at the time of application based upon the anticipated total review fee as determined by the village.

2. In House Plan Review Performed By Village Personnel: Plan review performed by village personnel shall be charged at a rate of ~~eighty three dollars and ninety two cents (\$83.92)~~ eighty eight dollars seventy cents (\$88.70) per hour, with a one hour minimum paid at the time of application.



3. Expedited Reviews: The village, or a third party as determined by the village, shall perform plan reviews on an expedited basis for new construction, additions, and remodeling, if such expedited review is approved by the building commissioner based upon a request by an applicant, at a rate of one and one-half (1 1/2) times the rates set forth in subsections A1 and A2 of this section.

4. Engineering Review And Inspection Fee: The plan review fee for the inspection of public and private site improvements for nonresidential and multi-family developments shall be due upon submission of final engineering plans for such improvements. The fee shall be one percent (1%) of the engineer's estimate of the cost of said improvements.

5. Tree Plan Review Fee: Tree plan review performed by the village arborist shall be ~~one hundred fifty seven dollars thirty five cents (\$157.35)~~ one hundred sixty seven dollars (\$167.00) and shall cover the costs of reviewing tree plans and associated site visits.

6. Fees Nonrefundable: The plan review fees set forth in this section are nonrefundable and shall be paid regardless of whether a permit is ultimately issued.

#### B. Building Permit Fees:

1. New Structures: The building permit fee for new structures shall be ~~one dollar five cents (\$1.05)~~ one dollar fifteen cents (\$1.15) per square foot of total floor area of the proposed new structure, including basements, attics, and garages, up to and including twenty five thousand (25,000) square feet. The fee shall be ~~fifty two cents (\$0.52)~~ fifty-five cents (\$0.55) for every square foot of total floor area thereafter.

2. Remodeling And Alterations: Where a building permit applicant proposes to add no new square footage, the building permit fee shall be two percent (2%) of the value of construction. In no event shall the fee be less than ~~one hundred four dollars ninety cents (\$104.90)~~ one hundred thirteen dollars (\$113.00). In setting a fee based on the value of construction, the building commissioner may consider any of the following:

a. An estimate furnished by the permit applicant;

b. An affidavit from the owner or the owner's agent; or

c. A calculation to be made by the building commissioner based on the most recent edition of "RS Means Square Foot Costs" book.

3. Permit Fees Generally: Permit fees for the following items are as follows:

Demolition:		
Principal structure	<del>\$7500.35</del> <u>\$7928.00</u>	plus plan review
Accessory structure	<del>104.90</del> <u>\$113.00</u>	plus plan review

Driveways	<del>42.80</del> <u>\$45.25</u>	plus plan review
Elevator, escalator, dumbwaiter:		
Up to 3 floors	<del>320.99</del> <u>\$339.00</u>	
Each floor over 3	<del>64.20</del> <u>\$67.90</u>	per floor
Semiannual inspection	<del>123.05</del> <u>\$130.00</u>	
Reinspection	<del>123.05</del> <u>\$130.00</u>	
Right of way opening	<del>262.25</del> <u>\$277.00</u>	plus plan review
Fences	<del>42.80</del> <u>\$45.25</u>	plus plan review
Fire suppression systems:	<del>107.00</del> <u>\$113.00</u>	base fee and \$1.05 per head, plus plan review
Ansul systems	<del>214.00</del> <u>\$226.00</u>	
Standpipes	<del>107.00</del> <u>\$113.00</u>	per standpipe
Fire pumps:	<del>107.00</del> <u>\$113.00</u>	plus plan review
Annual reinspection/test	<del>10.70</del> <u>\$11.30</u>	per 100 gallons of rated pump capacity
Food service permit	<del>534.99</del> <u>\$566.00</u>	annual fee
Grading	<del>42.80</del> <u>\$45.25</u>	plus plan review
Health and sanitation	<del>90.95</del> <u>\$96.15</u>	for each inspection
HVAC systems:	<del>107.00</del> <u>\$113.00</u>	plus plan review
Air conditioner	<del>42.80</del> <u>\$45.25</u>	per air conditioner
Air handler	<del>42.80</del> <u>\$45.25</u>	per air handler
Hood and duct systems	<del>267.50</del> <u>\$283.00</u>	plus plan review
Moving	<del>839.20</del> <u>\$888.00</u>	per day that building will be in street
Occupancy permits:	-	
Business occupancy	<del>183.58</del> <u>\$194.00</u>	
Temporary occupancy	<del>262.25</del> <u>\$277.00</u>	plus 150 percent surety for uncompleted work
Overtime inspections	<del>85.60</del> <u>\$90.50</u>	per hour with 2 hour minimum if approved by the building commissioner



Paving	<del>42.80</del> — <del>\$45.25</del>	plus plan review
Permit renewal fee	Varies - see subsection 9-1-7B of this chapter	
Recording fee	<del>\$ 50.00</del> — <del>\$52.85</del>	
Reinspection fee	<del>107.00</del> — <del>\$113.00</del>	
Single-family preplan and vacant lot reviews	<del>125.88</del> — <del>\$133.00</del>	
Signage:	<del>4.20</del> — <del>\$4.45</del>	per square foot with \$75.00 minimum
Temporary signage	<del>26.23</del> — <del>\$27.75</del>	plus plan review
Stormwater filing fee	<del>314.70</del> — <del>\$333.00</del>	
Stormwater permit fee	<del>314.70</del> — <del>\$333.00</del>	
Swimming pool	<del>214.00</del> — <del>\$226.00</del>	
Work without permit	Full fees, plus 50 percent of applicable fee	

#### 4. Electric Permit Fees:

Base fee/minimum fee	<del>\$ 107.00</del> — <del>\$113.00</del>	plus plan review
Each circuit	<del>16.05</del> — <del>\$17.00</del>	
Fire alarm systems	<del>107.00</del> — <del>\$113.00</del>	per panel, plus \$1.00 per device
Permit renewal fee	Varies - see subsection 9-1-7B of this chapter	
Service/panelboards	<del>\$107.00</del> — <del>\$113.00</del>	per panel
Reinspection fee	<del>107.00</del> — <del>\$113.00</del>	

#### 5. Plumbing Permit Fees:

Base fee/minimum fee	<del>107.00</del> — <del>\$113.00</del>	plus plan review
Each fixture	<del>32.10</del> — <del>\$33.95</del>	
Permit renewal fee	Varies – see subsection 9-1-7B of this chapter	
Reinspection fee	<del>\$107.00</del> — <del>\$113.00</del>	
Unmetered water (see also section 7-4F-5 of this code)	<del>\$314.70</del> <del>\$333.00</del> (charged quarterly until meter is installed and approved)	

6. Water Tap And Meter Fees:

Tap fee:		
1 inch	<del>\$603.18</del>	<u>\$638.00</u>
1½ inches	<del>839.20</del>	<u>\$887.00</u>
2 inches	<del>1101.45</del>	<u>\$1164.00</u>
Greater than 2 inches	By plumbing contractor plus base fee	
Meter fee:		
¾ inch	<del>\$328.59</del>	<u>\$347.00</u>
1 inch	<del>393.38</del>	<u>\$416.00</u>
1½ inches	<del>734.30</del>	<u>\$1,619.00</u>
2 inches	<del>1,625.95</del>	<u>\$1,794.00</u>
Greater than 2 inches	Actual cost plus 10 percent	

C. Minimum Permit Fee: The minimum fee for any permit not specified in this section shall be one hundred dollars (~~\$104.90~~ \$113.00).

D. Fee Increase: Fees set forth in subsections A through C of this section shall be automatically increased on May/January 1 of each year ~~starting in 2019~~ in accordance with the Consumer Price Index for all Urban Consumers (CPI-U) as set by the U.S. Bureau of Labor Statistics for the previous year. Fees shall be rounded to the nearest pennynickel and any fee over one hundred dollars (\$100.00) shall be rounded to the nearest dollar. In the event the CPI-U is unchanged or negative for a particular year, fees shall neither increase nor decrease for that year. A list of current fees shall be available from the Village Clerk and from the Building Department, and will be posted on the Village's website. In the event that any Building Department functions are contracted to a third party, the total fee shall include the base fee amount set forth above plus a twenty percent (20%) administrative fee.

E. Additional Fee For Work Performed Without A Permit: A fee for work initially performed without a permit in the amount of two hundred fifty dollars (\$250.00) or fifty percent (50%) of the applicable permit fee, whichever is greater, shall be imposed in addition to the applicable permit fee. (Ord. O2015-18, 5-19-2015)

**SECTION 3:** All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.



**SECTION 4:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Village Code, as amended, shall remain in full force and effect.

**SECTION 5:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 6:** This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and attested to by the Village Clerk this same day.

\_\_\_\_\_  
VILLAGE PRESIDENT

**ATTEST:**

\_\_\_\_\_  
VILLAGE CLERK



## MEMORANDUM

**DATE:** May 4, 2021

**TO:** President Cauley and the Village Board of Trustees

**FROM:** Heather Bereckis, Superintendent of Parks & Recreation

**RE:** April Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of April.

### The Lodge at KLM Park

Preliminary gross rental and catering revenue for the calendar year-to-date is \$31,030. Rental revenue for the fourth month of the 2021 calendar year was \$11,730. Lodge staff booked a reoccurring rental with the D86 Transition Program. The rental has expanded to five days a week (M-F) from 7am-1:30pm. The school district will be paying a daily fee for the space. They have signed a rental agreement through May of 2021, with an option to renew through August of 2021.

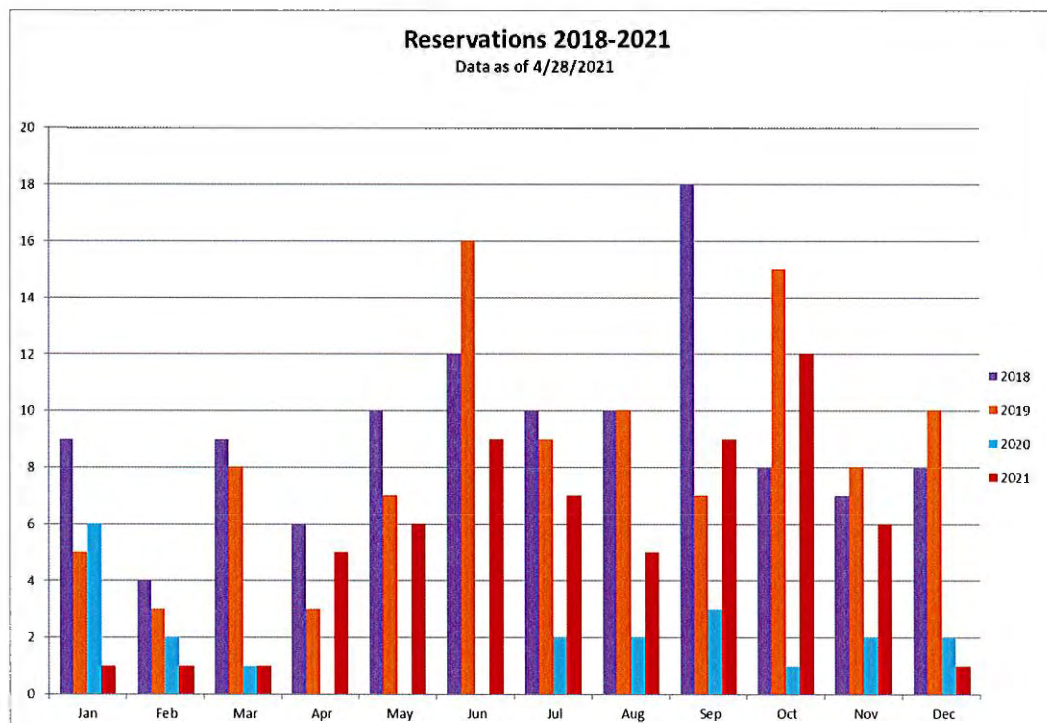
With the move back into Phase 4 mitigations and the announcement of the Bridge Phase, the Lodge is seeing increased interest in rentals. In April, the Lodge hosted its first wedding of the year as well as memorial services.

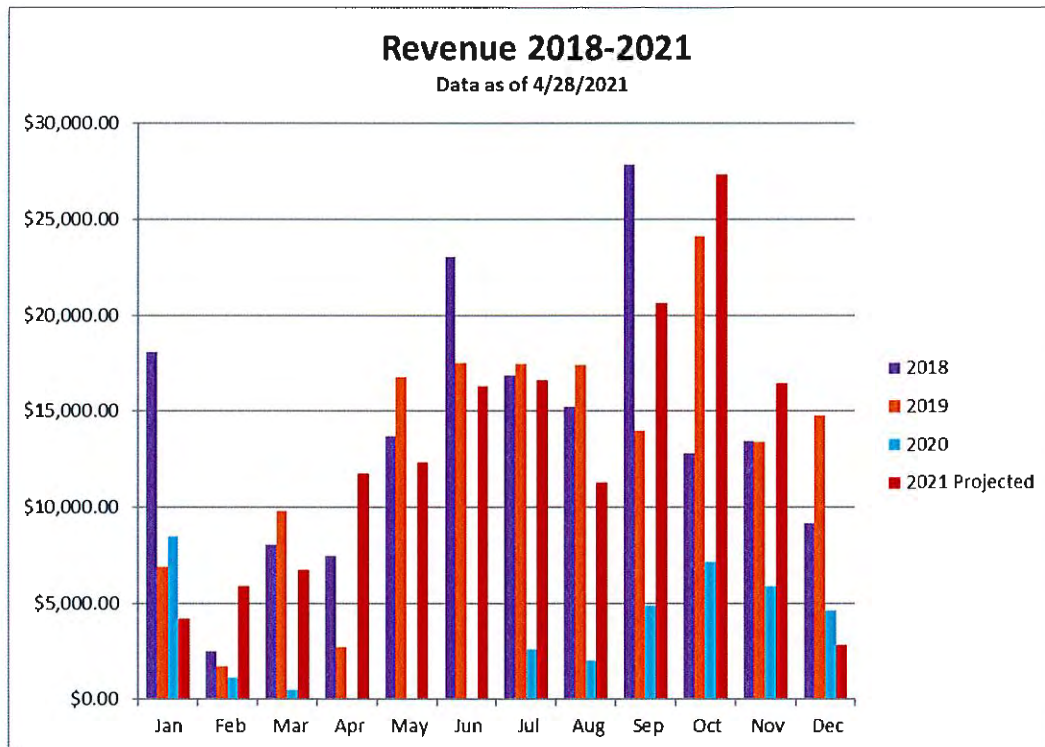
REVENUES	April		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$0	\$11,730	\$10,075	\$28,530	\$18,455	\$145,000	20%	\$150,000	7%
Caterer's Licenses	\$0	\$2,500	\$0	\$2,500	\$2,500	\$15,000	17%	\$15,000	0%
<b>Total Revenues</b>	<b>\$0</b>	<b>\$14,230</b>	<b>\$10,075</b>	<b>\$31,030</b>	<b>\$20,955</b>	<b>\$160,000</b>	<b>19%</b>	<b>\$165,000</b>	<b>6%</b>
EXPENSES	April		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
<b>Total Expenses</b>	<b>\$8,960</b>	<b>\$12,643</b>	<b>\$36,483</b>	<b>\$32,858</b>	<b>(\$3,625)</b>	<b>\$151,000</b>	<b>22%</b>	<b>\$236,243</b>	<b>15%</b>
<b>Net</b>	<b>(\$8,960)</b>	<b>\$1,587</b>	<b>(\$26,408)</b>	<b>(\$1,828)</b>	<b>\$24,580</b>				

## MEMORANDUM

The Lodge Gross Monthly Revenues						
Month	2016/17 FY	2017/18 FY	2018/19 FY	2019/20 FY	2020 CY	2021 CY
May	\$ 12,200	\$ 9,725	\$ 13,675	\$ 16,744	\$ -	
June	\$ 22,845	\$ 12,495	\$ 23,045	\$ 17,494	\$ -	
July	\$ 12,550	\$ 15,000	\$ 16,874	\$ 17,466	\$ 2,625	
August	\$ 11,500	\$ 18,555	\$ 15,205	\$ 17,395	\$ 2,000	
September	\$ 12,645	\$ 15,410	\$ 27,860	\$ 13,980	\$ 4,860	
October	\$ 21,045	\$ 15,180	\$ 12,770	\$ 24,085	\$ 7,140	
November	\$ 6,700	\$ 12,500	\$ 13,450	\$ 13,365	\$ 5,880	
December	\$ 13,457	\$ 8,125	\$ 9,125	\$ 14,774	\$ 4,620	
January	\$ 4,624	\$ 18,089	\$ 6,855		\$ 8,475	\$ 4,200
February	\$ 4,550	\$ 2,495	\$ 1,725		\$ 1,100	\$ 5,880
March	\$ 5,944	\$ 8,045	\$ 9,804		\$ 500	\$ 6,720
April	\$ 4,300	\$ 7,482	\$ 2,700		\$ -	\$ 11,730
total	\$ 132,360	\$ 143,101	\$ 153,088	\$ 135,303	\$ 37,200	\$ 28,530

The graph below shows the past three years of Lodge revenue and the upcoming year's projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices are update monthly.





## Upcoming Brochure & Activities

The summer brochure was delivered to all households on April 12. Registration began on April 19 for residents and April 26 for non-residents. Pool pass sales information is included in the summer brochure. Staff is seeing an increase in registration for programming, likely due to fewer/lessened COVID-19 restrictions on activities.

## Special Events

Earth Day Clean-Up was held on April 22. Approximately 50 volunteers from the community assisted staff in cleaning up Stough, Burns, Robbins, and KLM Parks. Eight trees were also planted at KLM as part of this event.

Upcoming events include the new Book Walks. Book Walk is a new series that will run May – August this year. In conjunction with the Hinsdale Public Library, a new book will be displayed each month at a local park, along a pathway. Each stop will include part of the book to read and a correlating activity. The walk is open to any age, but will be geared to families with children under 10. The first book will be *PLAY OUTSIDE!* By Laurent Moreau. This book will be featured at Burns Fields from May 7-23.





## MEMORANDUM

The Summer Pickleball Kick-off will be held on Friday May 21, 5-7pm at Brook Park. The event will include open play, skills contests, round robin, prizes, music, and pre-packaged snacks.

### **Field & Park Updates**

#### **Fields**

Currently, soccer, lacrosse, football, rugby, baseball, and track & field groups are using field space throughout the Village. The newly graded lacrosse field at KLM is now online. Requests for fall space will be accepted starting in late May.

Staff is working with a local Eagle Scout candidate to finalize the nature playground equipment installation. Three more pieces are expected to be installed with this project. Anticipated completion is late June.

#### **Pool**

Pool passes go on sale May 1 online and May 3 in person. The pool is fully staffed at this point. Training for staff will begin May 15. The pool will open on Memorial Day weekend.