



MEETING AGENDA

VILLAGE BOARD OF TRUSTEES

Tuesday, July 13, 2021

7:30 P.M.

MEMORIAL HALL – MEMORIAL BUILDING

19 East Chicago Avenue, Hinsdale, Illinois

(Tentative and Subject to Change)

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
 - a) Regular Meeting of June 15, 2021
4. VILLAGE PRESIDENT'S REPORT
5. APPOINTMENTS TO BOARDS AND COMMISSIONS
6. PROCLAMATION – Parks & Recreation
7. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)
8. 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 Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale regarding Water Rates
- b) Accept the Village's Management Letter, Comprehensive Annual Financial Report and Single Audit for the Fiscal Year ended December 31, 2020
- c) Approve an ordinance authorizing and providing for the issuance of approximately \$3,095,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2021, for the purpose of refunding certain alternate bonds of the Village, providing for the pledge of certain revenues to the payment of said bonds and the levy and collection of taxes to pay said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof
- d) Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale relative to the Committee of the Whole

Environment & Public Services (Chair Byrnes)

- e) Award the contract for engineering services for construction observation of the Chicago Avenue Resurfacing project to HR Green, Inc. in the amount not to exceed \$103,888
- f) Approve payment to West Central Municipal Conference (WCMC) Suburban Tree Consortium (STC) for tree supply and planting services for spring 2021 in the amount of \$59,081, and to authorize the expenditure of funds not to exceed the approved 2021 budgeted amount of \$89,375

Zoning & Public Safety (Chair Stifflear)

- g) Approve a referral for consideration by the Plan Commission of a Map Amendment and concurrent Planned Development Concept Plan, Special Use Permit, and Site Plan and Exterior Appearance Review for Hinsdale Senior Residences by Ryan Companies; or Deny a referral of a Map Amendment and concurrent Planned Development Concept Plan, Special Use Permit, and Site Plan and Exterior Appearance Review for Hinsdale Senior Residences by Ryan Companies**

9. 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 June 14, 2021 through July 9, 2021 in the aggregate amount of \$1,218,315.48 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 an Ordinance Amending Various Sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code relative to alcoholic liquor and licenses (First Reading – June 15, 2021)

Environment & Public Services (Chair Byrnes)

- c) Approve a resolution approving the 2022 S. Garfield Reconstruction Project contract amendment and change order in the amount not to exceed \$49,882 to Rempe-Sharpe & Associates (First Reading – June 15, 2021)

Zoning & Public Safety (Chair Stifflear)

- d) Approve a temporary increase in Police Officer staffing (First Reading – June 15, 2021)

10. 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*****

Administration & Community Affairs (Chair Posthuma)

- a) Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village (First Reading – June 15, 2021)

Zoning & Public Safety (Chair Stifflear)

- b) Approve a temporary use permit to allow the Rainbow Cone food truck to operate out of The Fruit Store parking lot located at 26 W. 1st Street for a 5-day period from August 18,

2021 to August 22, 2021, subject to conditions to be set forth by the Building Commissioner****

11. DISCUSSION ITEMS

- a) Tollway update

12. DEPARTMENT AND STAFF REPORTS

- a) Engineering

13. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

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

15. TRUSTEE COMMENTS

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

17. ADJOURNMENT

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

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

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

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

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

Website <http://villageofhinsdale.org>

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
June 15, 2021**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, June 15, 2021 at 7:33 p.m., roll call was taken.

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

Absent: Trustee Laurel Haarlow

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom (*by telephone*), Police Chief Brian King, Fire Chief John Giannelli, Finance Director Andrea Lamberg, Director of Community Development Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of May 18, 2021

Following changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of May 18, 2021, as amended**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

b) Special Meeting of May 26, 2021

Following changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of May 18, 2021, as amended**. Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported the State has lifted the bulk of the COVID-19 restrictions, noting the situations where persons are still required to wear face coverings. Summer activities will resume, including Uniquely Thursdays, and the annual Fourth of July parade. The pool is now open without the need for a reservation, and he encouraged residents to check the Village website for other Parks & Recreation summer activities.

He reported declining COVID-19 positivity rates, and advised residents to check their respective County websites for additional information on vaccinations.

POLICE DEPARTMENT RECOGNITION

President Cauley announced the Police Department Commendation for Officer Jeffery Huckfeldt. Officer Huckfeldt responded to an accident in front of the post office, where a driver was unresponsive and not breathing. He broke open the window of the car, carried the driver to the pavement, and began CPR until the paramedics arrived on the scene. He receives this commendation for his quick and decisive action that saved a man's life.

He also announced Police Department Commendations for Sergeant Thomas Krefft, Officer Ryan Grahn, and Officer Michael Dzierzega. These officers responded to burglaries at the car dealerships on Ogden Avenue. One of the offenders had a gun, and refused lawful orders to put the gun down and comply. However, because of the professionalism and courage of these three officers, tragedy was avoided, and two individuals were taken into custody.

President Cauley remarked there is a lot of 'bad press' about the police, but the Hinsdale Police Department is well respected, they do their job and handle these situations as well as any police officers anywhere. Residents can be thankful for our police officers.

FIRE DEPARTMENT – OATH OF OFFICE

President Cauley administered the Oath of Office to new Firefighter/Paramedic Nick Chism, whose family was present for the ceremony. He added that Mr. Chism is joining a great fire department.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley recommended Ms. Cynthia Curry to fill a vacancy on the Plan Commission through April 2024. She is a long-time resident and devoted to historic preservation, adding he believes this will be a valuable point of view for the Plan Commission.

Trustee Banke moved to **approve the appointment to the Plan Commission as recommended by the Village President.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION**

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village**

Trustee Posthuma introduced the item stating this is annual financial housekeeping. In Fiscal Year 2020, the Board adopted the Appropriations Ordinance that reflects the budget for the same year. State law requires that line items where spending exceeds the appropriated amount be adjusted.

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

- b) **Approve an Ordinance Amending Various Sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code relative to alcoholic liquor and licenses**

Trustee Posthuma introduced the item that proposes a number of changes to the liquor code. In order to accommodate the liquor licenses issued to breakfast restaurants Egg Harbor and Yia Yia's, this ordinance creates a new Class B5. This will allow service beginning at 7:00 a.m. to 3:00 p.m. This will also allow service for all Class B restaurants on special occasions including Mother's Day, Father's Day and Easter. Currently, the liquor ordinance requires servers to be 21 years of age. State law permits 18 year olds to serve. This ordinance will change the local code to reflect State code. This will not apply to bar tending, mixing or pouring alcohol, or selling packaged liquor in a store. The Class C – Personal Service license will be modified to restrict the amount of alcohol served by limiting service to one glass of wine or beer only per person, per visit. The intent is to discourage people from lingering to consume alcohol. The proposed ordinance provides for the automatic reduction in the number of authorized licenses in any class if a license were revoked, or if a business closes, so there are no 'vacant' available licenses. Finally, there is language to clarify that if the Village President, acting as Liquor Commissioner, should revoke a liquor license, the cost of the transcript for an appeal to the State by the licensee is borne by the person making the appeal.

The Clerk confirmed that existing Class C licensees had been informed of the change, and had no comments.

Trustee Banke thanked Assistant Village Manager Brad Bloom for a fantastic job translating his concerns into the proposed changes. He believes this lends clarity, and provides the necessary guidance for businesses to serve responsibly.

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

Environment & Public Services (Chair Byrnes)

- c) **Approve a resolution approving the 2022 S. Garfield Reconstruction Project contract amendment and change order in the amount not to exceed \$49,882 to Rempe-Sharpe & Associates**

Trustee Byrnes introduced the item regarding the South Garfield reconstruction. This is funded with Surface Transportation Program (STP) dollars, therefore, IDOT reviews the design, bidding and construction. Since they are funding the project, they wanted more

design and construction observation. There are capital improvement funds to pay for this. It was noted that the STP funds are in the amount of \$800,000.

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

Zoning & Public Safety (Chair Stifflear)

d) Approve a temporary increase in Police Officer staffing

Trustee Stifflear introduced the item that will authorize increasing the number of sworn Police officers from 25 to 26. This is in anticipation of a retirement in the near future. Due to the fact there is significant time required for testing and training programs before an officer is ready for duty, the goal is to have as little downtime as possible. This results in an approximately \$7,000 additional expense per month. Trustee Banke pointed out that as a result of his service on the Board of Police and Fire Commissioners, he knows that finding good candidates is a long and onerous process. He strongly recommends the Board approve this request. Chief King has identified a candidate for this opening. The Board agreed to give him the go ahead to make an offer.

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

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Posthuma moved **Approval and payment of the accounts payable for the period of May 17, 2021 through June 11, 2021 in the aggregate amount of \$2,535,652.37 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

The following item was approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Approve an 'Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated East Of and Adjoining 719 South Bodin Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois' at a purchase price of \$12,000.**

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve an Ordinance Extending the Approval of Temporary Uses of Village Right-of-Way and Other Public and Private Spaces for Outdoor Dining, Retail and Other Authorized Purposes to December 31, 2021**

Trustee Posthuma introduced the item and explained that last spring, in response to COVID-19, the Board adopted an ordinance to allow outdoor dining, that included changes to traffic and parking. Most notably were the changes on First Street that included one-way traffic and jersey barriers. This initiative was well received by local restaurants and residents. Restaurant owners want the outdoor dining to be permanent, but in order to allow time to discuss the matter and determine details, staff is recommending extending the current arrangements through the end of the year. He noted that Fuller House located at 35 E. First Street has set up their outdoor dining in the Dips and Dogs lot. Technically, this is not included in the original ordinance, but they would like to continue, stating they have no intention to open Dips and Dogs this year. This ordinance includes this permission. He noted this item appears as a second reading only, because the current ordinance expires on June 30.

Village Manager Gargano said there has been no opposition to the one-way traffic; staff is addressing all other issues as they arise, balancing the interests of both the restaurants and the area businesses.

Mr. Bloom stated he spoke with Fuller House owner Mr. Sam Vlahos, who indicated they will not open Dips and Dogs in 2021, but will likely reopen in 2022; however, it might be carryout only. The area cannot service the Fuller House and the Dips and Dogs outside area because the liquor license is for 35 E. First Street only. He noted this is a temporary approval for the rest of the year only. Discussion followed regarding possible options to allow liquor service in both areas.

Trustee Posthuma moved to **Approve an Ordinance Extending the Approval of Temporary Uses of Village Right-of-Way and Other Public and Private Spaces for Outdoor Dining, Retail and Other Authorized Purposes to December 31, 2021**. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

DISCUSSION ITEMS

- a) **Staff recommendation to proceed with budgeted capital improvement projects and Master Infrastructure Plan (MIP) update**

Finance Director Andrea Lamberg began her presentation by stating that last year many capital improvement projects were delayed due to the anticipated impact of COVID-19 on

revenues. This year, staff is seeking Board approval to move forward with budgeted capital improvement projects. She explained that the Capital Improvement Plan (CIP) and related budgeted items are divided into three categories: critical, recommended and contingent. This year there are budgeted projects of \$3M, staff has spent about 10% or \$300,000 on critical items, as well as those recommended projects necessary to get the pool up and running for this season. No monies have been spent on contingent projects.

There is a budgeted transfer of \$625,000 from the corporate fund to the capital improvement fund, and she is happy to report that revenue trends will allow for this transfer.

She provided updated information on the status of the Master Infrastructure Plan (MIP), stating there are \$8.6M budgeted for projects this year, many are already in progress. She highlighted 2020 MIP Fund numbers, and forecasted numbers for 2021. Other revenue numbers indicate that revenue may exceed the forecasted dollars by \$577,000 due to non-home rule sales tax trends, additional STP grant funds, MFT allotments, Cook County MFT revenue, and favorable bid results. She noted the impact of the deferral of the water rate increase on a budgeted transfer of \$800K from the Water Operations fund, but indicated this transfer could be reconsidered.

Ms. Lamberg referenced the American Rescue Plan Act (ARPA) of 2021 in which the Village is expected to receive a total of \$2.4M, \$1.2M funds will be distributed in June. These funds were not included in revenue forecasts, and are in addition to budgeted funds. There are few restrictions on how the money is spent, and could be used for revenue replacement or infrastructure projects. They are allowing municipalities until 2024 to spend the money, if needed, so they can thoughtfully plan for spending.

Given the positive revenue trend, and the positive outlook resulting from reduced COVID restrictions, it is staff's recommendation to move forward with all budgeted capital improvement projects. Staff is looking for consensus from the Board to go forward with planning and bidding, but reminded the Board that all of these items are over \$20,000, and as such would be presented to the Board for individual approval according to policy.

President Cauley thanked Ms. Lamberg for this information commenting that the presentation was very helpful and easy to understand. Ms. Gargano noted there will be a Committee of the Whole meeting before the next Board meeting with the Finance Commission for a mid-year update.

b) Tollway update

Mr. Bloom said there is no update at this time. President Cauley remarked that the culvert that runs along train tracks in Peirce Park appears to be nearing completion. Water will run underneath what will be more attractive and provide additional green space.

DEPARTMENT AND STAFF REPORTS

- a) Engineering
- b) Community Development
- c) Parks & Recreation
- d) Fire

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

Ms. Gargano reported that Stough Street will be closed from July 8 through July 18 for work being done by the Burlington Northern & Santa Fe (BNSF). This will result in increased train whistles. She reported the Village has also received feedback regarding the BNSF construction near Clay Street, and the resultant removal of trees. Staff has reached out to BNSF for a restoration plan, and should hear back within the next few weeks.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Banke moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of June 15, 2021.** Trustee Byrnes seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

Meeting adjourned at 8:32 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

Administration

AGENDA SECTION: Presidents Report

SUBJECT: Appointments to Boards and Commissions

MEETING DATE: July 13, 2021

FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve the appointment(s) to Village Boards and Commissions, as recommended by the Village President.

Background

Due to the expiration of terms and/or resignations, vacancies can occur on any given Board or Commission. The Village President, with the advice and consent of the Village Board, has the authority to make appointments, and makes every effort to fill these vacancies in a timely fashion with qualified, committed volunteers.

Discussion & Recommendation

The following individuals have agreed to serve as noted below:

Finance Commission

Mr. Adam Waldo re-appointed to a 3-year as Chair through April 30, 2024

Historic Preservation Commission

Mr. Frank Gonzalez re-appointed to a 3-year term through April 30, 2024

Ms. Alexis Braden re-appointed to a 3-year term through April 30, 2024

Plan Commission

Mr. Steven Cashman re-appointed to a 3-year as Chair through April 30, 2024

Ms. Anna Fiascone re-appointed to a 3-year term through April 30, 2024

Budget Impact

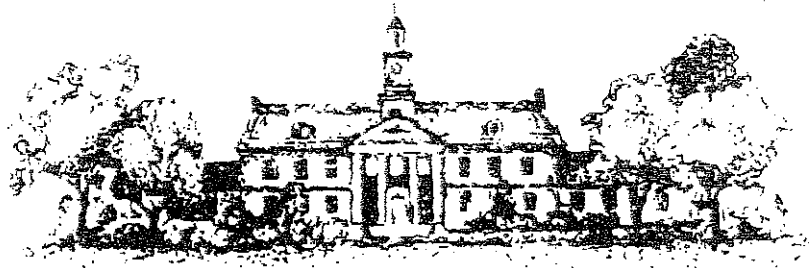
N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Applications and resumes (provided confidentially to Village Board of Trustees)



DESIGNATION OF JULY AS PARKS AND RECREATION MONTH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the Village of Hinsdale Parks and Recreation Department; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Hinsdale, IL recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, BE IT RESOLVED, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim that July is recognized as Parks & Recreation Month in the Village of Hinsdale, County of DuPage, and that Hinsdale recognizes the benefits derived from parks and recreation resources.

Tom Cauley, Village President

AGENDA SECTION: First Reading – ACA

SUBJECT: Ordinance Amending Water Rates including the implementation of a bimonthly Infrastructure Maintenance and Improvement Fee (IMIF) for the purpose of funding water and sewer infrastructure projects

MEETING DATE: July 13, 2020

FROM: Andrea Lamberg, Finance Director

Recommended Motion

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

Background

As was discussed at the March 16, 2021 Committee of the Whole meeting, water rates were last adjusted in 2015. There is a need to adjust water rates to provide a stable, dedicated revenue source and reserve for infrastructure maintenance and improvements. At the March meeting staff proposed increasing the variable water rate and incorporating a fixed fee dedicated to infrastructure projects.

Since the March meeting staff, in conjunction with our independent consultant Dave Vannorsdel, culled historical usage data. With this data staff, along with Trustee Posthuma and Finance Commissioners Chris Elder and Rob D'Arco, considered many possible rate structures. This comprehensive review and analysis resulted in a revised proposal.

Key aspects of the proposed rate amendment

One unit represents 100 centum cubic feet (ccf) of water.

- * Eliminate minimum bi-monthly charge of \$27.52 for up to 3 units.
- * Implement a \$15.00 bi-monthly fee dedicated to infrastructure maintenance and improvements.
- * Decrease the residential variable water rate from \$8.25 per unit to \$8.00 per unit.
Residential rate applies to usage up to 100 units per bi-monthly bill cycle.
- * No change to the non-resident or hospital rate.
Non-resident rate remains at \$10.31 per unit
Hospital rate remains at \$12.38 per unit
- * Implement a premium rate of \$12.38 for usage over 100 units per bi-monthly bill cycle.

The attached ordinance has been prepared for Village Board consideration.

Impact to customer

A typical household of four uses 30 units of water per bi-monthly bill cycle. Under the current rate structure, the resulting bill is \$287.85. Under the proposed rate structure, the resulting bi-monthly bill is \$291.00. This is an increase of \$1.58 per month, which is a 1% increase. This increase is inclusive of the new \$15.00 bi-monthly fee for infrastructure maintenance and improvements.

Discussion & Recommendation

Village staff recommends approval of the Amendment of Ordinance Subsection 7-4B-2(A) Regarding Water Rates.

Budget Impact

The proposed rate adjustment is expected to generate an additional \$750,000 in annual revenue. Of this amount, approximately \$530,000 comes from the fixed fee whose revenue will be dedicated to infrastructure maintenance and improvements. The remaining \$220,000 comes from the premium rate for high volume usage over 100 units per billing cycle.

The estimated increase in revenue for the current fiscal year is \$185,000.

Village Board and/or Committee Action

At the March 16, 2021 Committee of the Whole meeting water rate structures were discussed. The Trustees requested that staff run additional scenarios. Staff conducted additional analysis and ran various additional scenarios as requested.

Documents Attached

1. Ordinance

Additions to existing text of Village Code are indicated by underlining, and deletions to existing text of Village Code are indicated by ~~striketthrough~~

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE HINSDALE VILLAGE CODE
RELATIVE TO FEES FOR WATER SERVICE AND IMPOSING A WATER AND SEWER
SYSTEM INFRASTRUCTURE MAINTENANCE FEE**

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to law; and

WHEREAS, within its corporate boundaries, the Village operates and maintains a water distribution system for the purpose of supplying potable water to its residents, businesses and property owners;

WHEREAS, within its corporate boundaries, the Village also operates and maintains a sewerage system for the purpose of collecting sewage from its residents, businesses and property owners;

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find and determine that certain revisions to the existing provisions of Section 7-4B-2 (Water Rates) to make changes to the water rate structure, and the addition of a new Section 7-4B-7 (Water and Sewer System Infrastructure Maintenance Fee), to add a reasonable bi-monthly water and sewerage system infrastructure maintenance fee, all as set forth below, are necessary to maintain the continued viability of the water and sewerage systems, and are in the best interests of the residents, businesses and property owners of the Village.

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

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

SECTION 2: Section 7-4B-2 (Water Rates) in Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System) of the Village Code of Hinsdale is revised to read in its entirety as follows:

7-4B-2: WATER RATES:

Water Rates: The following rates shall be paid for water service for meters read on or after September 1, 2021, and thereafter as follows:

A. Water Customers Located Within the Village:

1. \$8.00 bimonthly rate for each 100 cubic feet up to 10,000 cubic feet per bimonthly billing cycle; and

2. \$12.38 bimonthly rate for each 100 cubic feet over 10,000 cubic feet per bimonthly billing cycle.

B. Water Customers Not Located Within The Village: Water customers not located within the corporate limits of the village of Hinsdale shall pay a \$10.31 bimonthly rate for each 100 cubic feet up to 10,000 cubic feet, and a \$12.38 bimonthly rate for each 100 cubic feet over 10,000 cubic feet per bimonthly billing cycle.

C. Large Water Customers: A water customer whose aggregate annual water usage exceeds two million (2,000,000) cubic feet for all accounts in said customer's name shall be subject to a rate of \$12.38 per 100 cubic feet per bimonthly billing cycle.

D. Minimum charge: none.

E. Late Payment Penalty: any bill which remains unpaid after the due date stated on the water bill, which is approximately thirty (30) days after the date of mailing, shall be considered delinquent, and a penalty of five percent (5%) of the unpaid balance shall be added.

F. Utility Tax: The charges above include the five percent (5%) village utility tax.

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

— WATER RATES

— Bimonthly minimum charges for bimonthly usage in excess of 300 cubic feet for each 1,000 cubic feet:

<u>\$27.52</u>	<u>(net)</u>
<u>29.01</u>	<u>(gross)</u>

— Bimonthly charges rates:

<u>\$82.51</u>	<u>(net)</u>
<u>86.83</u>	<u>(gross)</u>

— 1. Minimum Charges: The minimum charges include only the first three hundred (300) cubic feet per month.

— 2. Gross Rate: Gross rate applies after the due date stated on the water bill, which is approximately thirty (30) days after the date of mailing.

— 3. Utility Tax: The charges above include the five percent (5%) village utility tax.

~~—4. Water Customers Not Located Within The Village: Water customers not located within the corporate limits of the village of Hinsdale shall be subject to a nonresident surcharge of twenty five percent (25%) upon all water use charges.~~

~~—5. Large Water Customers: A water customer whose aggregate annual water usage exceeds two million (2,000,000) cubic feet for all accounts in said customer's name shall be subject to a large user surcharge of fifty percent (50%). (Ord. O2015-03, 2-3-2015)~~

~~—B. Special Rates For Air Conditioning And Refrigeration Systems: In addition to the rates charged for water under the provisions of this chapter, all premises which have installed an air conditioning or refrigeration system as defined under article H of this chapter without approved water conservation devices shall be charged an additional water rate per billing cycle equal to the minimum bimonthly water rate set forth in subsection A of this section. (Ord. O2003-10, 4-15-2003)~~

SECTION 3: A new section 7-4B-7 (Water and Sewer System Infrastructure Maintenance Fee) is added to Title 7 (Public Ways and Property), Chapter 4 (Waterworks and Sewerage System) of the Village Code of Hinsdale to read in its entirety as follows:

7-4B-7: WATER AND SEWER SYSTEM INFRASTRUCTURE MAINTENANCE FEE:

Bimonthly Water and Sewer System Infrastructure Maintenance Fee: On a bimonthly basis, a water and sewer system infrastructure maintenance fee of fifteen dollars (\$15.00) shall be imposed, in addition to the rates otherwise specified herein, and regardless of the amount of water consumed on the premises.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2021.

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



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: First Reading – ACA

SUBJECT: Management Letter, Comprehensive Annual Financial Report, and Single Audit

MEETING DATE: July 13, 2020

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Accept the Village's Management Letter, Comprehensive Annual Financial Report and Single Audit for the Fiscal Year Ended December 31, 2020.

Background

Village staff requests that the Village Board approve the Management Letter, Comprehensive Annual Financial Report, and Single Audit for the Fiscal Year Ended December 31, 2020.

The audits were conducted by the CPA firm of Sikich, LLP of Naperville. Prior to publication of the audits, President Cauley, ACA Chairman Posthuma, and Village Manager Gargano were provided with opportunities to review and comment on draft reports.

The auditors provided unmodified, or "clean", audit opinions. No material misstatements, deficiencies in internal control, or unusual items were encountered during the audits.

An additional audit, a Single Audit, was required this year. A Single Audit is required when a non-federal entity expends \$750,000 or more of federal awards in their fiscal year. The purpose of a Single Audit is to allow the auditor the ability to express an opinion on the Village's compliance with the requirements of applicable federal programs.

The Village intends to submit the Comprehensive Annual Financial Report to the Government Finance Officers Association for their consideration for a Certificate of Achievement for Excellence in Financial Reporting, which the Village has received for 27 consecutive years.

Discussion & Recommendation

Village staff recommends approval of the Management Letter, Comprehensive Annual Financial Report, and Single Audit

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

- Electronic copies of the reports will be emailed to the Village Board. Bound copies will be distributed prior to the meeting on Tuesday.

AGENDA SECTION: First Reading – ACA

SUBJECT: Ordinance authorizing issuance of Series 2021 bonds and related issuance costs.

MEETING DATE: July 13, 2021

FROM: Andrea Lamberg, Finance Director

Recommended Motion

Approve an ordinance authorizing and providing for the issuance of approximately \$3,095,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2021, for the purpose of refunding certain alternate bonds of the Village, providing for the pledge of certain revenues to the payment of said bonds and the levy and collection of taxes to pay said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

Background

The Village issued Series 2012A Bonds in the amount of \$5,000,000 for public infrastructure projects. The bonds have ten years remaining. There is an opportunity to refund the bonds at a lower rate for savings.

The Government Finance Officers Association (GFOA) current best practices state that debt policies should include net present value savings targets. Suggested targets for bonds with nine or more years to maturity are net present value savings of at least 4%, or \$100,000.

The estimated net present value savings in the proposed bond sale is \$154,875, which is 5.004%. This is the net savings after paying all costs associated with the issuance of the bonds. The term of the new issuance does not extend the life of the debt, it only reduces the remaining debt payments from \$3.6 million to \$3.4 million.

Discussion & Recommendation

Attached is the authorizing bond ordinance prepared by the Village's bond counsel, Chapman and Cutler. Also attached is the preliminary timetable. It is staff's recommendation to approve the ordinance in order to achieve savings over the remaining life of the bonds.

Budget Impact

Remaining bond payments will decrease between \$13,263 and \$17,450 annually.

Village Board and/or Committee Action

None.

Documents Attached

1. Series 2021 Ordinance
2. Series 2021 Timetable

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended; and

WHEREAS, the Village has heretofore issued and there are now outstanding Taxable General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village (the "*Prior Bonds*"); and

WHEREAS, for the amounts and maturities of the Prior Bonds to be refunded (the "*Refunded Bonds*"), interest rates are now more favorable in the market for tax-exempt municipal bonds than they were at the time the Prior Bonds were issued; and it is possible to refund the Refunded Bonds to realize debt service savings; and

WHEREAS, the Refunded Bonds shall be fully described in the Bond Notification (as hereinafter defined) and are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has heretofore determined and does hereby determine that it is necessary, desirable and in the best interest of the residents of the Village to borrow an amount of \$_____ to refund the

Refunded Bonds for the purpose of realizing such net debt service savings interest cost savings (the "*Refunding*"); and

WHEREAS, the alternate bonds to be issued hereunder (the "*Bonds*") will be payable from collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future (the "*Pledged Revenues*") and, to the extent the Pledged Revenues are insufficient to pay the said alternate bonds, will be payable from ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount (the "*Pledged Taxes*"); and

WHEREAS, the Pledged Revenues will be pledged to the Bonds on a parity with the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2014B (the "*2014B Alternate Bonds*"), General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2017A (the "*2017A Alternate Bonds*"), and General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2018A (the "*2018A Alternate Bonds*"); and

WHEREAS, Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), provides that alternate bonds may be issued to refund other alternate bonds without meeting any of the requirements set forth in Section 15 of the Debt Reform Act, except that the term of the refunding bonds shall not be longer than the term of the bonds being refunded and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the bonds being refunded; and

WHEREAS, the Board does hereby determine that the term of the proposed bonds to refund the Refunded Bonds is not longer than the term of the Refunded Bonds and that the debt

service payable in any year on the proposed bonds does not exceed the debt service payable in such year on the Refunded Bonds; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Limitation Law*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Limitation Law does not include "extensions made for payments of principal and interest on bonds issued under Section 15 of the Local Government Debt Reform Act"; and

WHEREAS, the Board does hereby find and determine that the bonds proposed to be issued hereunder are being issued pursuant to Section 15 of the Debt Reform Act; and

WHEREAS, the County Clerks of The Counties of DuPage and Cook, Illinois (the "*County Clerks*"), is therefore authorized to extend and collect said direct annual ad valorem tax so levied for the payment of said bonds, as alternate bonds, without limitation as to rate or amount; and

WHEREAS, in accordance with the terms of the Prior Bonds, the Refunded Bonds may be called for redemption in advance of their maturity, and the Board has further determined that it is necessary and desirable to make such call for redemption of the Refunded Bonds on their earliest possible call date, and provide for the giving of proper notice to the registered owners of the Refunded Bonds:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference, and such finding shall be incontestable under the Debt Reform Act as therein provided.

Section 2. Determination to Issue Bonds. It is necessary and in the best interest of the Village for the Village to undertake the Refunding and to issue alternate bonds to enable the Village to pay the costs thereof.

Section 3. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow an amount of \$_____ upon the credit of the Village and as evidence of such indebtedness to issue the alternate bonds of the Village to said amount, the proceeds of said bonds to be used for the Refunding, and that it is necessary to borrow \$_____ of said authorized sum and issue said alternate bonds in evidence thereof for purposes of paying costs of the Refunding, and that it is necessary and for the best interests of the Village that there be issued an amount of \$_____ of the bonds so authorized.

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the Refunding, there shall be issued and sold the Bonds in the principal amount of \$_____. The Bonds shall each be designated "General Obligation Refunding Bond (Sales Tax Alternate Revenue Source), Series 2021," and be dated August 25, 2021 (the "*Dated Date*"), and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), as shall be numbered 1 and upward, and shall become due and payable serially (without option of prior redemption) on December 15 of the years and in the amounts and shall bear interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2021.

Interest on each Bond shall be paid by check or draft of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Mandatory Redemption. The Bonds due on December 15, 20__, shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 15 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__	
20__	(stated maturity)

On or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 6. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days

and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds (the "*Bond Register*") or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for

any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village with the manual or facsimile signature of the President of the Village (the "*President*") and attested with the manual or facsimile signature of the Village Clerk of the Village (the "*Village Clerk*"), as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Registration of Bonds; Persons Treated as Owners; Global Book-Entry System. (a) *General.* The Village shall cause books for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for this issue. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the 1st day of the month of any interest payment date on the Bonds and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds].

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds[, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption].

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 4 hereof. If so requested by the hereinafter defined Purchaser, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). In such event, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, Village Clerk, Treasurer and Village Administrator of the Village (the "*Village Administrator*") and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any

broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 4 hereof with respect to

the payment of interest to the registered owners of Bonds at the close of business on the 1st day of the month of any interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 8(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF DUPAGE AND COOK

VILLAGE OF HINSDALE

**GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE)
SERIES 2021**

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 15, _____ Date: August 25, 2021 CUSIP: 433416 _____

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Hinsdale, DuPage and Cook Counties, Illinois, a municipality and unit of local government and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum identified above, such interest to be payable semiannually on June 15 and December 15 of each year, commencing on December 15, 2021, until the Principal Amount is paid or duly provided for. The Principal Amount of this Bond is payable in lawful money of the United States of America upon presentation at the designated office of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent and bond registrar (the "*Bond Registrar*"). Payment

of interest shall be made to the Registered Owner hereof, as shown on the registration books of the Village maintained by Bond Registrar at the close of business on the first day of the month of any regularly scheduled interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law, unless the Pledged Taxes shall have been extended pursuant to the general obligation full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Revenues and the Pledged Taxes (together, the "*Pledged Moneys*") to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance. For the prompt payment of this Bond, both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Hinsdale, DuPage and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN
President

Attest:

SPECIMEN
Village Clerk

[SEAL]

Date of Authentication: August 25, 2021

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

**GENERAL OBLIGATION REFUNDING BOND (ALTERNATE REVENUE SOURCE),
SERIES 2021**

This Bond is one of a series of bonds issued by the Village for the purpose of refunding certain of the Village's outstanding alternate bonds, pursuant to and in all respects in full compliance with the Local Government Debt Reform Act of the State of Illinois and the Illinois Municipal Code, each as supplemented and amended (the "*Applicable Law*"). The Bonds are issued pursuant to a bond ordinance passed by the President and Board of Trustees of the Village on the on the 10th day of August, 2021 (the "*Ordinance*"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

The Bonds are payable from collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future (the "*Pledged Revenues*"). Additional Bonds, secured ratably and equally by the Pledged Revenues, or by any portion thereof, may be issued in the future as provided in the Ordinance and the Applicable Law. The Bonds are also payable from ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the "*Pledged Taxes*"), all in accordance with the provisions of the Applicable Law.

Under the Applicable Law and the Ordinance, available Pledged Revenues shall be deposited into and segregated in the Pledged Revenues Account of the Bond Fund, and the Pledged Taxes shall be deposited into and segregated in the Bond Fund. Moneys so deposited

shall be used and are pledged for paying the principal of and interest on the Bonds and for any further purposes in the priority of lien and as provided by the terms of the Ordinance.

[The Bonds may be subject to mandatory redemption as set forth in the Ordinance. Notice of any such redemption shall be given by the Bond Registrar on behalf of the Village as set forth in the Ordinance.]

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

[Identifying Numbers]

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and the Pledged Taxes (together, the "*Pledged Moneys*") and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth herein, in which case the amount of the Bonds then outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete fiscal year, in accordance with the Debt Reform Act.

Section 11. Bond Fund. There is hereby created a special fund of the Village, which fund shall be held by the Treasurer separate and apart from all other funds and accounts of the Village and be known as the "2021 Alternate Bond Fund" (the "*Bond Fund*"). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Revenues and to receive and disburse Pledged Taxes for any (or all) of the Bonds. There are hereby created two accounts of the Bond Fund, designated the "Pledged Revenues Account" and the "Pledged Taxes Account". All Pledged Revenues shall be deposited to the Pledged Revenues Account, and all Pledged Taxes shall be deposited to the credit of the Pledged Taxes Account. The Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Any Pledged Taxes received by the Village shall promptly be deposited into the Pledged Taxes Account of the Bond Fund. Pledged Taxes on deposit to the credit of the Pledged Taxes Account of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund.

There shall be credited to the Pledged Revenues Account of the Bond Fund and held, in cash and investments, on or before the fifteenth day of each month by the financial officer of the Village, without any further official action or direction, the Pledged Revenues. Each monthly deposit shall be a fractional amount of the interest becoming due on the next succeeding interest payment date on all Bonds and also a fractional amount of the principal becoming due on the next succeeding maturity date of all of the Bonds until there shall have been accumulated and held, in cash and investments, in the Pledged Revenues Account on or before the month preceding such maturity date of interest or maturity date of principal, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in the Pledged Revenues Account, the fraction shall be so computed that a sufficient amount will be set aside in said Account and will be available for the prompt payment of such principal of and interest on all Bonds and shall be not less than one-sixth of the interest becoming due on the succeeding interest payment date and not less than one-twelfth of the principal becoming due on the next succeeding principal payment date on all Bonds outstanding until there is sufficient money in said Account to pay such principal or interest, or both.

Credits to the Pledged Revenues Account need not be made at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account on the next two (2) succeeding debt service payment dates on the Bonds outstanding.

Section 12. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that

purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes, the Pledged Taxes:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2021	\$	for principal and interest up to and including December 15, 2022
2022	\$	for principal and interest
2023	\$	for principal and interest
2024	\$	for principal and interest
2025	\$	for principal and interest
2026	\$	for principal and interest
2027	\$	for principal and interest
2028	\$	for principal and interest
2029	\$	for principal and interest
2030	\$	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Subject to the provisions of Section 14 hereof, the Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues or to levy and collect the Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues will be available and that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund.

Section 13. Filing of Ordinance and Certificate of Reduction of Taxes. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks. The County Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore levied in each of said

years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

The President, Village Clerk and Treasurer shall prepare and file with the County Clerks a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of the taxes heretofore levied to pay the Refunded Bonds.

Section 14. Abatement of Pledged Taxes. For the purpose of providing Pledged Revenues in each year sufficient to pay debt service of all Outstanding Bonds for such year, the Village agrees and covenants to make provision therefor in the Village's annual budget and appropriation ordinance to be duly adopted by the Board, all in the manner, form and time as provided by law. Prior to the deadline for the timely annual abatement of the Pledged Taxes for the Bonds for the then current year, established by applicable law and the procedures of the County Clerks, the appropriate Village officers shall deposit Pledged Revenues into the Pledged Revenues Account of the Bond Fund in an amount necessary to provide for the payment of interest and principal coming due on the Bonds otherwise payable from the proceeds of such tax levy. Upon (but in no event prior to) the deposit of such moneys, the Board or the officers of the Village acting with proper authority shall direct the abatement of such levy of Pledged Taxes for the Bonds.

Section 15. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain outstanding, as follows:

A. The Village pledges the Pledged Revenues to the payment of the Bonds, and the Board covenants and agrees to provide for, collect and apply Pledged Revenues, or any combination thereof, to the payment of the Bonds payable from such Pledged Revenues as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this subsection (A) shall be supported by reference to the most recent audit of the Village, and the reference to and acceptance of such audit by the Board shall be conclusive evidence that the conditions of Section 15 of the Debt Reform Act have been met.

B. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are outstanding, the Village will continue to deposit and apply the Pledged Revenues and, if applicable, the Pledged Taxes as provided herein. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy the Pledged Taxes and to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and

that the Pledged Revenues and the Pledged Taxes may be collected and deposited into the Bond Fund, as provided herein.

H. The outstanding Bonds shall be and forever remain until paid the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to from the Pledged Revenues, as herein provided, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 16. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds, the 2018A Alternate Bonds, the 2017A Alternate Bonds, and the 2014B Alternate Bonds; *provided, however,* that no Additional Bonds shall be issued except in accordance with the provisions of the Debt Reform Act.

Section 17. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to _____, _____, _____ (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$_____; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the

President, Village Clerk, Treasurer and any authorized business official of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 18. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received on the delivery of the Bonds shall be deposited to the credit of the Bond Fund and applied to pay first interest due on the Bonds.

B. Simultaneously with the delivery of the Bonds, the principal proceeds of the Bonds, together with any premium received from the sale and delivery of the Bonds and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of refunding the Refunded Bonds, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited with Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent for the Prior Bonds.

C. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

Section 19. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a "taxpayer" in such examination and agrees that it

will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 20. Designation of Issue. The Board hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 21. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, in accordance with the terms hereof; and no changes, additions or alterations of any kind shall be made hereto.

Section 22. Continuing Disclosure Undertaking. The President is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 23. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 24. Record-Keeping Policy and Post-Issuance Compliance Matters. On August 14, 2012, the Board adopted a record-keeping policy (the “Policy”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 25. Call of the Refunded Bonds. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Prior Bonds, the Village does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption on September 24, 2021.

Section 26. Defeasance. Bonds which are no longer Outstanding Bonds shall cease to have any lien on or right to receive or be paid from the Pledged Revenues, and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as such relates to the lien on and security for the Bonds in the Pledged Revenues. “Outstanding” means Bonds which are outstanding and unpaid; *provided, however*, such term shall not include the Bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of

America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds.

Section 27. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 28. Repealer and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect immediately and forthwith upon its passage and approval.

ADOPTED by the President and Board of Trustees on August 10, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on August 10, 2021.

President, Village of Hinsdale,
DuPage and Cook Counties, Illinois

Attest:

Village Clerk, Village of Hinsdale,
DuPage and Cook Counties, Illinois

[SEAL]

Trustee _____ moved and Trustee _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a
vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

The following Trustees voted NAY: _____

Whereupon the Village President declared the motion carried and said ordinance adopted
and directed the Village Clerk to record the same in full in the records of the President and Board
of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said
meeting.

Upon motion duly made and seconded, the meeting adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees thereof (the "*Board*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 10th day of August, 2021, insofar as the same relates to the adoption of an Ordinance No. ___ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 10th day of August, 2021.

(SEAL)

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois (the "*County*"), and as such officer I do hereby certify that on the ____ day of _____, 2021, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 10th day of August, 2021, and approved by the President of said Village; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of August, 2021.

County Clerk of The County of
DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the "*County*"), and as such officer I do hereby certify that on the ____ day of August, 2021, there was filed in my office a duly certified copy of Ordinance No. ____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2021, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of refunding certain outstanding alternate bonds of said Village, providing for the pledge of certain revenues to the payment of principal and interest on said bonds and the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds if the pledged revenues are insufficient to make such payment and authorizing the sale of said bonds to the purchaser thereof.

passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 10th day of August, 2021, and approved by the President of said Village; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of August, 2021.

County Clerk of The County of
Cook, Illinois

[SEAL]

MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, held in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, at 7:30 p.m., on the 10th day of August, 2021.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Thomas K. Cauley, the President, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any matter or to any extent whatsoever: _____

The President announced that a proposal had been received from _____, _____, _____, for the purchase of \$_____ alternate revenue bonds (being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from certain sales taxes distributed to the Village) to be issued by the Village for the purpose of refunding certain of the Village's outstanding alternate bonds and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The President also summarized the pertinent terms of said

proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon the Village Clerk presented, _____ explained, and there was read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

VILLAGE OF HINSDALE, ILLINOIS
 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2021

Preliminary Timetable
 (May 26, 2021)

<u>Task</u>	<u>Party Responsible</u>	<u>Date</u>
Preparation of Materials for Official Statement (POS)	Speer	Week of June 7
Distribute Draft POS	Speer	Week of June 14
Distribute Rating Package	Speer	Week of June 21
Comments received on draft POS	All Parties	Week of June 28
Distribute Draft of Bond Ordinance	Bond Counsel	Week of July 5
Rating Call	Village and Speer	Week of July 12
First Reading of Bond Ordinance	Village	July 13
Receive Bond Rating	Village and Speer	By July 26
Finalize and Print POS	Speer	July 27
Bond Sale	All Parties	August 10
Bond Ordinance Adopted	Village	August 10
Bond Closing	All Parties	August 25

All Board Actions are Highlighted in BLUE

Administration

AGENDA SECTION: First Read – ACA
SUBJECT: Correct language in the Village code regarding Committee of the Whole meetings to reflect policy and practice
MEETING DATE: July 13, 2021
FROM: Christine Bruton, Village Clerk

Recommended Motion

Approve an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to the Committee of the Whole

Background

In December 2014, discussion began regarding the Village Board of Trustees meeting schedule. Until that time, the Board held three monthly standing committee meetings; Administration & Committee Affairs, Environment & Public Services, and Zoning & Public Safety. On January 20, 2015, the Board approved Ordinance No. O2015-01 that revised the code with respect to the standing committees, and formally adopted meeting policies and procedures. Regarding Committee of the Whole meetings, this policy states the Village President would not participate, and the meetings will be chaired by the Trustee assigned as chairperson of the standing committee that is relative to the business of the meeting.

Discussion & Recommendation

Since these approvals, staff has become aware that Section 1-6-3 of the municipal code states the following: 'The village president shall be the presiding officer of all regular and special meetings of the board of trustees **and at all times when the board meets as a committee of the whole**'. The proposed ordinance will remove the highlighted language from the municipal code that conflicts with policy and practice. Additionally, a new subsection D that will further clarify policy for the Committee of the Whole will be added that will read as follows:

D. Committee of the Whole: the committee of the whole is comprised of the board of trustees, absent the village president. The committee of the whole shall meet on an as-needed basis.

The Village Manager confirmed with the Village attorney that there are no issues with previous meetings as a result of this conflict between policy and code. Staff recommends Board approval of the proposed ordinance.

Budget Impact

N/A

Village Board and/or Committee Action

N/A

Documents Attached

1. Draft Ordinance
2. Meeting Policies and Procedures

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE COMMITTEE OF THE WHOLE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously adopted certain meeting policies and procedures, which, among other things, memorialize certain information regarding the composition of the Committee of the Whole; and

WHEREAS, the President and Board of Trustees of the Village now desire to amend the Village Code of Hinsdale to reflect the composition of the Committee of the Whole (the "Code Amendments"); and

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

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

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

SECTION 2: Title 1 (Administration), Chapter 6 (Village Board of Trustees), Section 3 (President of the Board; Vote), is hereby amended to read in its entirety as follows:

1-6-3: PRESIDENT OF THE BOARD; VOTE:

The village president shall be the presiding officer of all regular and special meetings of the board of trustees ~~and at all times when the board meets as a committee of the whole.~~

The village president shall not vote on any ordinance, resolution or motion, except: a) where the vote of the trustees has resulted in a tie; b) where one-half (1/2) of the trustees have voted in favor of an ordinance, resolution or motion even though there is no tie vote; or c) where a vote greater than a majority of the corporate authorities is required by the Illinois municipal code to adopt an ordinance, resolution or motion. Nothing in this section shall deprive an acting president, chairman pro tem or a president pro tem from voting in his capacity as trustee. (Ord., 12-7-1982)

SECTION 3: Title 1 (Administration), Chapter 6 (Village Board of Trustees), Section 4 (Committees of the Board), is hereby amended to add a new subsection D., to read in its entirety as follows:

D. Committee of the Whole: the committee of the whole is comprised of the board of trustees, absent the village president. The committee of the whole shall meet on an as-needed basis.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this ____ day of _____ 2021.

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



Meeting Policies and Procedures as of September 2020

The purpose of this policy is to memorialize Village meeting procedures and is to be used as a guide for Trustees and staff. Amendments can be made as needed with the approval of the Village Board.

Board of Trustees

Regular Meetings:

Per Village code, the Board of Trustees shall hold regular meetings on the 1st and 3rd Tuesday of each month. Such regular meetings commence at 7:30 p.m. and are conducted in Memorial Hall of the Memorial Building. An annual meeting schedule is approved by the Board and published prior to the commencement of the first meeting of the year. Adjustments may be made during June, July, August and December, when only one meeting is held per month, and at other times through the year as needed, at the direction of the Village President and Village Board.

Special Meetings:

Special meetings of the Board of Trustees are those Board meetings held in addition to the published regular meetings, or when the date or time of a meeting is changed from the original notice of the meeting.

Special meetings may be called by the Village President or any three (3) Trustees upon at least (48) hours' notice to all members and the President. The Village Clerk shall immediately prepare notice of such meeting, usually in the form of an agenda, and shall cause them to be published in accordance with the Open Meetings Act.

Any deviation of the foregoing paragraphs shall be determined by the Board of Trustees and communicated as is consistent with the Illinois Open Meetings Act.

Executive/Closed Sessions:

Executive/Closed sessions shall be held in accordance with the Illinois Open Meetings Act 5 ILCS 120/2(c). All Executive/Closed sessions shall be commenced in a public meeting. If the motion to adjourn to Executive/Closed session includes the language 'not to reconvene', the public meeting is adjourned, and the Executive/Closed session is commenced and closed during that meeting; the Board does not return to the public meeting. Otherwise, upon adjournment of the Executive/Closed session meeting, the Board returns to the public meeting from which the Executive/Closed session was called, and if the matter discussed in the Executive/Closed session meeting is an item on the public meeting agenda, the Board may or may not take action on that matter. A public body may not take any final action in Executive/Closed Session, and a verbatim record must be made (audio). Please see the Illinois Open Meetings Act for additional language pertaining to Executive/Closed Session meetings.

Committee of the Whole:

The Committee of the Whole is a deliberative assembly composed of the Village Board of Trustees, absent the Village President, for the purpose of in-depth discussion of business matters of particular significance. A quorum for the Committee of the Whole will be four (4) Trustees.

The Committee of the Whole shall meet as needed. Items for consideration at a Committee of the Whole are recommended by the Village Manager or determined by the Village Board at their regular meeting. Any item presented for consideration at a Village Board meeting may be advanced to a Committee of the Whole for further review if moved by two (2) or more members of the Village Board or three (3) or more residents. The Committee of the Whole cannot take final action on any matter.

The Committee of the Whole will be chaired by the designated Committee Chair of the appropriate standing Committee, based on the subject matter. The Committee of the Whole Chair would introduce and, with the appropriate staff member, lead the discussion of the item. The Committee may make a recommendation to staff, determine to recommend the matter to the next Board meeting for a formal vote, refer the matter to another Board or Commission, or continue the discussion to a future Committee of the Whole.

Policies relating to special meetings, notice requirements, minutes, general rules of procedure, public comment, and the use of recording equipment, as set forth for meetings of the Board of Trustees, shall also apply to Committee of the Whole meetings.

General Rules of Procedure

The Village President shall preside at all meetings of the Village Board; however, in the absence of the Village President, a presiding officer will be determined by a vote of the Trustees as provided for in the Village Code.

- The Chair of the appropriate standing Committee, based upon subject matter, shall be afforded the opportunity to introduce each agenda item for Board consideration.
- Board members must be recognized by the presiding officer before making motions and speaking.
- A member, once recognized, shall not be interrupted when speaking unless to call him/her to order. If a member, while speaking, is called to order, they shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.
- There is no limit to the number of times a member may speak on a question.
- Motions to close or limit debate may be entertained but shall require a two-thirds ($\frac{2}{3}$) vote.

Quorum:

A quorum is the minimum number of members of a deliberative assembly necessary to conduct the business of that group. A quorum shall be required to conduct business. The Village of Hinsdale Board of Trustees is a seven (7) person Board; therefore, four (4) Trustees or three (3) Trustees and the Village President shall constitute a quorum of the Board of Trustees.

Voting:

Each member of the Board shall have one vote. The Village President shall not vote on any ordinance, resolution or motion, except where the vote of the Trustees has resulted in a tie, or where a vote greater than a majority of the corporate authorities is required by the Illinois municipal code to adopt an ordinance, resolution or motion.

Under Illinois common law, abstention or silence when called upon to vote is generally considered to be a vote with the majority when the votes are tallied. Specific statutory requirements can alter this rule as when, for example, a super-majority is required for action or when a statute specifically requires an "affirmative" vote of members of the corporate authorities.

A roll call vote upon any question shall be taken by the Village Clerk, and the names of the members present and their votes shall be recorded in the minutes.

Minutes:

Minutes shall be taken by the Village Clerk, or designated individual in the absence of the Clerk, at all meetings of the Village Board of Trustees.

Minutes shall include:

- The type of meeting being conducted, the date, place and time of the meeting
- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment
- Name and title of other Village officials and employees in attendance
- Record of communications presented to the Board
- Record of reports made by Board or other Village personnel
- Time of adjournment; and signature of the person taking the minutes

Minutes shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes shall be approved at the following meeting of the Village Board. Amendments to the minutes shall require Board approval.

Guidelines for Citizens' Petitions (Public Comment):

The public, by order of the agenda, is allowed two opportunities to speak during the meeting or as invited by the Village President or Chair.

- Speakers must be recognized by the Village President or Chair. Speakers must step to the podium and state their name and organization, if any
- Board members may, with the permission of the Village President or Chair,

interrupt a speaker during their remarks, but only for the purpose of clarification or information

- All remarks shall be addressed to the Board as a body and not to any specific member thereof

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Interested parties or their representatives may also address the Board by written communication

Guidelines for Use of Recording Equipment:

All members of the public and all public officials are allowed to tape or video record public meetings. Recording by the public is not allowed during Executive/Closed sessions.

Any recording should be done in a manner which does not interfere with the meeting. The Village President or meeting Chair may make the determination that the recording is being made in an intrusive manner. This determination may be made taking into consideration, but not limited to, brightness of lights, distance of equipment from the deliberations of the Village Board, size of the equipment, and the ability of the public to still participate in the meeting. If the Village President or Chair makes the determination that the recording is intrusive, he or she may request an accommodation to avoid the interference. If not complied with, the individual may be asked to leave the meeting room.

Agendas & Agenda Development

The agenda shall be prepared by the Village Clerk at the direction of the Village President and Village Manager. The Village President, any Trustee or member of staff (with Village Manager approval) may have an item placed on the draft agenda, subject to approval of the Village President.

The draft agenda will be prepared and presented to the Village President. Upon the approval of the Village President, and consultation with the standing committee chair, the agenda will generally be posted on the Village's website and distributed to the press on Friday the week before the Tuesday meeting. (On occasion, certain materials may be transmitted to the Board electronically if they were not complete at the time of distributing the packets.) The Village Board is provided a hard copy of the agenda and all materials, which is delivered to their residence on the Friday prior to the meeting.

Please note: A detailed description of the schedule for submissions and approvals for agenda items is contained in the Agenda Preparation Policy included in the policy handbook.

Order of Business for Village Board Meetings

The agenda of the Village Board is prepared as described above and items are dispensed with as outlined in the following list. A brief description of the agenda item is included. Those items requiring more explanation are marked with asterisks, and those explanations follow the list.

Call to Order – Roll is taken and quorum is established

Pledge of Allegiance – The Village President leads the assembly in the Pledge of Allegiance

Approval of Minutes – The Village Board approves the minutes that have been prepared and presented from prior meetings. If no changes or corrections are made to the draft minutes, the appropriate motion is to approve the minutes as presented. If Board members make changes to the draft minutes, the appropriate motion would be approval of the minutes, as amended.

Citizens' Petitions – First opportunity for public comment pertaining to items appearing on the agenda

Village President's Report – Opportunity for the Village President to comment upon any Village matter

Village Manager's Report – Opportunity for the Village Manager to inform the Board of any matter of interest

First Readings – Introduction**

Consent Agenda – Adoption**

Second Readings / Non-Consent Agenda – Adoption**

Discussion Items**

Department & Staff Reports, Reports from Advisory Boards and Commissions – Updates may be provided to the Board

Other Business – The Board may consider items that have previously been discussed

New Business – A Trustee or the Village President may introduce a new matter that was not noticed on the agenda; this item may be discussed, but no action may be taken

Citizens' Petitions – Second opportunity for public input pertaining to any Village issue

Trustee Comments – Trustees are afforded the opportunity to provide input to other members of the Board, staff and the general public regarding relevant items pertaining to Village business or community events

Executive/Closed Session – The citation of the Illinois State Statute, 5 ILCS 120/2(c)(1)/(2)/(5)/(8)/(11)/(21), by which an Executive/Closed session may be convened (this pertains to the following: (1) employee-specific matters, (2) collective bargaining, (5) purchase or lease of real property, (8) security threats, (11) litigation and/or (21) the discussion of Executive/Closed session minutes)

Adjournment – Upon completion of all matters before the Board, a motion is made to adjourn the meeting and disburse; or to adjourn the meeting into Executive/Closed session to reconvene or not to reconvene to open session

****First Reading Items**

These are generally all items of business requiring approval of the Village Board including but not limited to, amendments to the municipal or zoning code, intergovernmental agreements, contractual agreements for work or services, liquor licensing, zoning matters, budget and finance matters (please see the section below entitled 'Second Readings/Non-Consent Agenda Items' for details about zoning referrals to another body). A first reading affords the Board, and the public, a first review of the

item. First Reading agenda items may proceed to (a) the Consent Agenda at the subsequent Board of Trustees meeting for omnibus vote; (b) the Second Reading/Non-Consent Agenda at the subsequent Board of Trustees meeting for further discussion before a vote is taken or when the item is a zoning matter or an item related to budget approval, a significant expense in excess of \$100,000, or a tax levy; or (c) a Committee of the Whole for in-depth discussion.

****Consent Agenda Items**

Those items being presented on the Consent Agenda are generally items that have previously had a First Reading of the Village Board. No discussion will occur on these items unless a Trustee or citizen requests that the item be removed from the Consent Agenda for further discussion.

In addition, the Consent Agenda may include certain items that do not require a First Reading due to their routine nature. Examples include:

- Semi-monthly payments of the accounts payable, as these are reviewed by a Village Trustee in advance
- Purchases that are in the approved budget, within budget and under \$100,000, or by exception due to the nature of a purchase
- Approval of ice rinks that have been approved in prior years (except Burlington Park or a request for a rink in a new location)
- Vacation of alleys where the alley is already green space
- Disposal of surplus Village property
- Increase or decrease in the number of liquor licenses held in a particular class; an increase in licenses issued in a particular class would follow discussion and informal approval of the Board most likely at a previous meeting

****Second Readings/Non-Consent Agenda Items**

These are items where the Board is expected to hold a formal vote. Items appearing in this section of the Agenda (a) have been referred for further discussion from an earlier Village Board meeting, (b) most zoning matters will be provided a Second Reading, even if the Board unanimously agreed to the item at First Reading; (c) tax levy approvals or (d) when time considerations or other unexpected occurrences require approval by the Board without benefit of prior review by the Board (Non-Consent). Zoning matters that are a referral to another body will be presented as Non-Consent agenda items, thereby affording the Board an opportunity to discuss the matter and take the requested action (approval of a referral). Should the Board determine the matter does not require a referral, the Non-consent review by the Board can be considered a first reading. In this case, the item would appear for approval as a Second Reading item at the next meeting of the Board. An item may remain on the non-consent agenda indefinitely per the direction of the Village President and/or the Village Board to allow for additional discussion.

In the case of Non-Consent Agenda items, the Board may waive the rules for a First Reading so that the item can be called to a final, binding vote. A Non-Consent Agenda item may be a matter that was considered by the Board as a discussion item, which, by agreement of the Board, then takes the place of a first reading. Otherwise, the inclusion

of items on the Non-Consent Agenda is intended to be an exception made for emergency or time-sensitive matters, rather than policy or procedural changes. Examples of Non-Consent Agenda items might include a bid that must be awarded prior to a significant price increase, documentation required by another government agency to complete essential infrastructure work, waiving of construction noise hour limitations, rejecting bids for goods or services, or certain referrals to other Boards or Commissions, as deemed appropriate by the Board.

****Discussion Items**

Discussion items, at the recommendation of the Board, may be moved for action at a subsequent Board of Trustees meeting in lieu of a First Reading, may be referred to the Committee of the Whole for in-depth discussion, or may provide direction to staff. No final approvals are made for discussion items when they are considered as such. Discussion items are intended to provide:

1. information to the Board;
 2. an opportunity for more dialogue with the Board on any matter; r
 3. an opportunity for staff, residents or other individuals to receive direction from the Board regarding initiatives that may eventually result in a policy decision or to gauge interest of the Board as to whether to proceed with a proposed course of action.
- Examples of discussion items may include: Referrals to any other advisory body (e.g., Plan Commission, Zoning Board)
 - Any proposed zoning matter
 - New policy initiatives
 - Certain personnel matters
 - New service delivery or change to an existing service delivery
 - Matters of interest to the Board or Community
 - Updates and status reports on pending projects/issues

****Department and Staff Reports**

At each meeting of the Board of Trustees, the Agenda shall provide for the discussion of Department and Staff monthly reports. Each Department will have a set schedule for providing its monthly report (e.g., the first or second meeting of the month). The monthly Treasurer's Report will be handled under this Agenda section and will usually be presented for discussion at the second Board of Trustees meeting of each month.

Budget Process

The Village's Annual Budget serves as a guide to the community's values and demonstrates how the Village plans to achieve the goals set forth by its elected officials. In the interest of fiscal transparency and as a means to ensure that all stakeholders have an opportunity to provide input. Each year, the Village's Annual Performance Budget, Five-Year Capital Improvement Plan and Pay Plan will be considered at meetings of the Village Board as follows:

1. Finance Committee and Committee of the Whole for discussion
 2. Village Board of Trustees – First Reading*
 3. Village Board of Trustees – Second Reading (Final Adoption)
- *Please note: a Committee of the Whole discussion may be considered a First Reading.

The Village's Fiscal Year runs from May 1st through April 30th. Therefore, all of the above steps must occur prior to April 30th of each calendar year.

Amendments to the Meeting Policies & Procedures

The foregoing may be amended as needed by a majority vote of the Board of Trustees or as recommended by the Village Manager.

Approved by the Village Board of Trustees on _____.

Public Services & Engineering

AGENDA SECTION: First Read – EPS
SUBJECT: Chicago Avenue Water Main Resurfacing Project – Construction Observation Contract
MEETING DATE: July 13, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award the contract for engineering services for construction observation of the Chicago Avenue Resurfacing Project to HR Green, Inc. in the amount not to exceed \$103,888.

Background

On 08/06/19, the Board of Trustees approved the Chicago Avenue Water Main and Resurfacing Improvement Project design services contract to HR Green. It is the Village's practice to use the same engineering consultants who provided design engineering services for the construction observation services. Using the same firm for construction observation and design makes sense since they are most familiar with their design and they have a vested interest in defending challenges to their design. Additionally, it minimizes the number of parties required to resolve issues raised during construction.

Discussion & Recommendation

The 2021 budget and bid costs for the project are listed below:

	Budget	Bid Costs
Construction (Builder's Asphalt)	\$ 930,000	\$ 812,000
Construction Observation	\$ 103,300	\$ 103,888
Total Project	\$1,033,300	\$ 915,888

HR Green has provided excellent design services to the Village including revising the design due to funding changes. Considering HR Green's performance during the design process and on previous projects, staff recommends approving HR Green for the construction observation portion of the Chicago Avenue Resurfacing Project. This contract was reviewed by the Village Attorney.

Budget Impact

Construction observation services were budgeted at \$103,300. There are sufficient resources in the Master Infrastructure Project budget to fund the construction and construction observation costs of the Chicago Avenue Resurfacing Project.

Village Board and/or Committee Action

N/A

Documents Attached

1. Contract with HR Green

VILLAGE OF HINSDALE
19 E. Chicago Ave.
Hinsdale, IL 60521

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
Chicago Avenue Resurfacing Project
Construction Observation

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this ___th day of _____, 2021 by and between the Village of Hinsdale, an Illinois Municipal corporation (hereinafter referred to as the "Village") and HR GREEN, Inc. (hereinafter referred to as the "Engineer") (collectively referred to as the "Parties").

Whereas, the Village is seeking professional services for the Chicago Avenue Resurfacing Project construction observation engineering (herein referred to as the "Project");

Whereas, Engineer submitted a proposal dated April 5, 2021 to provide said services for the Project;

Whereas, based upon Engineer's competence and the Village's prior experience with Engineer's work quality, the Village, through the Engineering Division, has chosen Engineer for the Project; and,

NOW THEREFORE, Engineer agrees to perform the services set forth herein and the Village agrees to pay for said services under the following terms and conditions:

SECTION 1. DEFINITIONS.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa.

- A. The term "Agreement" shall mean the entire integrated agreement between Engineer and the Village setting forth the terms and conditions governing the performance of the Project.
- B. The term "Change Order" the document signed by Engineer and the Village which authorizes the performance of services beyond the Scope of Work to be supplied under the Agreement, which is issued on or after the Effective Date of this Agreement.
- C. The "Engineer" shall mean HR GREEN Inc., its employees, agents, subcontractors, duly authorized representatives or others performing work on its behalf. To the extent any work performed under this Agreement is performed by subcontractors, the term "Engineer" shall include such subcontractors.
- D. The term "Deliverable" shall mean the plans, specifications, documents, reports, or other item to be prepared and completed by Engineer pursuant to this Agreement.
- E. The terms "Includes" and "Including" shall not be construed as limited to.
- F. The term "May" is permissive; except the phrase "no person may" shall mean that no person is required, authorized, or permitted to do the act prohibited.

G. The terms "Provide" "Furnish" and "Perform" shall be deemed to imply an obligation on the part of Engineer to obtain, deliver and pay for any material, product, service or other incidental item required under the Agreement, and includes an obligation on the part of Engineer to supply and pay for all labor and services necessary to properly complete the Work, and/or put into and otherwise make ready for its intended use any deliverable, service, item or other Work required by the Agreement.

H. The term "Shall" is imperative.

I. The term "Project" means the scope, extent, or amount of services, deliverables, items, or labor related to the engineering services for the Hinsdale – Chicago Avenue Resurfacing Project construction observation as more fully described of Exhibit "A" attached hereto.

J. The terms "Statute," "Law," "Regulation" and "Ordinance" shall be deemed to include all revisions, amendments, and supplements.

K. The term "Village" shall mean the Village of Hinsdale, an Illinois Municipal Corporation, its officers, directors, trustees, authorized representatives and employees.

L. The term "Work" shall mean the all services, labor, materials, equipment, and services provided or to be provided by the Engineer under the Agreement.

SECTION 2. GENERAL REQUIREMENTS-ENGINEER.

A. Engineer agrees to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer shall have sole responsibility for developing a design that meets the Village's performance expectations and satisfies any applicable state, federal or local laws or regulations.

B. Engineer's role with respect to the Project is solely that of an independent contractor. No right of review; requirement of approval; or other provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of employer-employee principal and agent, partners, or joint ventures. Engineer shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of, the Village.

C. Engineer shall not be performing any services with respect to construction oversight. Accordingly, Engineer shall have neither control over or charge of, nor be responsible for the means, methods, techniques, performance or sequence of construction, nor the assurance of site or employee safety. The Village shall cause these contractor responsibilities to be set forth in any subsequent contract to be entered into for construction and installation. It shall be the authority of the Village, not the Engineer, to stop the work of any contractor or any subcontractor on the Project.

D. Engineer to the best of its knowledge represents that it shall have the Intellectual Property rights (including, but not limited to, patent, copyright, trademark, service mark, or trade secret rights) to any Deliverable that will be provided to the Village during the performance of this Agreement and that transfer of said Deliverables to the Village shall not violate or infringe upon

the Intellectual Property rights of any third party.

E. Engineer agrees to perform no professional services during the term of the contract for any person, firm or corporation, for any project or work that may be subject to the Village's review/inspection, to occur or occurring within the corporate limits of the Village, or contiguous to the corporate limits of the Village without notification to the Village prior to rendering services. Engineer agrees to provide the Village with written notification whenever the services provided under this Agreement shall require Engineer to review or inspect work performed by any other firm or corporation for whom Engineer is or has within the previous twelve (12) months provided professional services, or with any of Engineer's partners or principals have a financial interest. The Village may at its discretion disqualify Engineer from participation as representative of the Village in such projects.

F. Engineer represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the completion of the Work, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to the performance of this Agreement.

G. Engineer agrees to perform the services contemplated under this Agreement within the agreed upon schedule, with completion (delivery of as-built documents) no later than December 15, 2021.

SECTION 3. GENERAL REQUIREMENTS-VILLAGE.

A. The Village agrees to provide full information regarding requirements for and about the Project, including the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements. To the extent additional information readily available to the Village is requested by Engineer during the performance of the Project, the Village shall provide said information within 15 business days and without cost or expense to the Engineer.

B. The Village agrees to provide review of any reports, drafts or other materials as requested by Engineer within 15 business days.

SECTION 4. SCOPE OF SERVICES.

A. As more fully set forth in its proposal dated April 5, 2021, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to construction observation and related services for the Project. Exhibit "A" is incorporated into and made a part of this Professional Services Agreement. The priority of interpretation for any inconsistent terms between this Professional Services Agreement and Exhibit "A" is as follows: the provisions of this Professional Services Agreement shall prevail over the inconsistent provisions of Exhibit "A". The inconsistent provisions of Exhibit "A" shall be deemed not applicable.

B. Engineer shall have the sole and ultimate responsibility for designing and drafting documents that meet the Village's performance expectations and satisfy applicable laws, regulations and requirements of any federal, state, local or other regulatory authority.

SECTION 5. COMPENSATION AND PAYMENT FOR ENGINEER'S SERVICES.

A. Contract Amount.

Engineer agrees to provide the professional services and deliverables set forth in the Scope of Work, and the Village agrees to compensate Engineer for said performance, the Contract Amount of not-to-exceed \$103,888.

B. Hourly Rates and Costs.

Compensation for the services set forth in the Scope of Work shall be computed on the basis of the schedule of hourly rates for the professional services set forth in Exhibit "A." The Contract Amount includes Engineer's direct costs.

C. The Village agrees to make payments and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. However, in no event shall Engineer be reimbursed for work performed that exceeds the Contract Amount without the Village's prior written consent and authorization.

D. Engineer shall submit invoices no more than once per month. Invoices shall provide a detailed breakdown of the amount billed, including the name, title, rate of pay, hours worked, and services rendered by each individual during the period stated. Invoices shall be submitted in duplicate and shall reflect all prior amounts billed and paid to date. Invoices shall be accompanied by a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. Invoices shall not be deemed due unless and until a progress report has been submitted.

SECTION 6. DELIVERY AND OWNERSHIP OF DOCUMENTS.

A. All Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village and Engineer shall provide such work product to the Village immediately upon request or upon the expiration or termination of this Agreement.

B. The Deliverables prepared by Engineer pursuant to this Agreement are intended for the express and sole use of the Village for this Project only. Any reuse by the Village on extensions of the Project or any other project or, any modification of the Deliverables by the Village without the specific written verification or adaptation by Engineer, shall be at Village's sole risk. Engineer shall not be liable for any damage or loss resulting from said reuse or modification by the Village.

C. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with "Microsoft Word 2003," by Microsoft Corporation, or latest version; all spreadsheets and related information shall be compatible with "Microsoft Excel 2003" by Microsoft Corporation, or latest version; and all CAD related information shall be compatible with "AutoCAD 2008" by Autodesk Corporation, or latest version. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village. In the event of conflict between printed and electronic documents, the printed deliverable controls.

D. Upon the condition that Engineer has received the prior written consent of the Village, Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and

professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

SECTION 7. INSURANCE.

A. Scope of Coverage and Amounts.

During the term of the Project, Engineer shall procure and maintain insurance against all claims for injury to or death of a person or persons or damage to property, which are caused from the intentional, willful and wanton, or negligent performance of the services hereunder by Engineer. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

1. Commercial General Liability, with the Village as an additional insured, \$1,000,000 per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000.
2. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
3. Workers Compensation and Employers' Liability in amounts required by statute (the policy shall include a 'waiver of subrogation');
4. Umbrella Coverage- \$2,000,000 per occurrence; and,
5. Professional Liability – \$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement and providing for indemnification for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval.

If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Agreement. In the event the policy is cancelled, not renewed or switched to an occurrence form, then Engineer shall purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

B. Upon execution of this Agreement, Engineer shall furnish to the Village satisfactory proof of coverage of the above insurance requirements. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" in a form acceptable to the Village. For the duration of the Agreement, said certificates shall expressly provide that the Village shall receive thirty days written notice, with ten day exception for non-payment of premium, prior to cancellation of any required insurance policy. In addition, said certificates shall list the Village and its corporate authorities, officers, agents and employees as an additional insured on all required insurance policies except the policy for professional liability and Workmen's Compensation.

1. All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

2. Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any Work by a subcontractor.

3. Engineer expressly understands and agrees that any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the degree, amount, or extent of Engineer's responsibility to indemnify, keep and save harmless the Village, their officers, agents, employees, representatives and assigns. Engineer's insurance coverage (both primary and excess) shall be primary as respect to any insurance or self-insurance maintained by the Village, which said insurance of the Village shall solely be excess of Engineer's insurance and shall not contribute with Engineer's insurance coverage.

SECTION 8. CHANGES IN WORK.

A. The Village reserves the right to request additional work or services beyond that stated in the Scope of Work or, to delete certain work or services currently set forth in the Scope of Work. Any such changes by the Village shall not invalidate the Agreement or relieve the Engineer of any obligations under this Agreement. Changes to the Work shall be authorized in writing and executed by the Parties. Engineer shall not proceed with any extra work unless and until a Change Order is executed by the Parties.

B. Unless otherwise agreed, the Village shall compensate Engineer for any extra work according to the rates set forth in Exhibit "A" to this Agreement. Engineer shall not be entitled to an adjustment to the Contract Amount for any work performed outside the scope of the Agreement and for which no prior written authorization by the Village was obtained; or, for work which exceeds the Contract Amount or other agreed upon pricing and for which no Change Order was executed prior to exceeding the Contract Amount.

SECTION 9. USE OF SUBCONTRACTORS AND CONFLICTS OF INTEREST.

Except as otherwise stated herein, Engineer may elect to use subcontractors to perform certain portions of the services to be provided under this Agreement; however, Engineer shall perform the majority of the work on the Project. Any use of subcontractors shall require the prior written approval of the Village, said approval shall not be unreasonably withheld. Engineer shall not be entitled to any payment for services performed by subcontractors for whom prior written approval of the Village was not obtained. Engineer shall remain ultimately responsible for all work performed with respect to the Project and shall ensure that subcontractors comply with the terms stated in this Agreement.

SECTION 10. INDEMNIFICATION.

A. Engineer shall hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, and employees from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorney's fees) caused by the: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order, or governmental directive; (b) negligent acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, or representations in the

Agreement; (d) infringement of any patent, trademark or copyright; and, e) performance under this Agreement by Engineer, its Subcontractors, or others performing or furnishing any Work directly or indirectly on Engineer's behalf. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.

B. The Village shall hold harmless, and indemnify Engineer, its corporate authorities, trustees, officers, directors, agents, assigns, and employees from and against any and all injuries, deaths, losses, judgments, claims, suits, liabilities, actions, demands, expenses, costs, including reasonable attorneys' fees, arising in whole or in part or relating to any act, omission, or performance under this Agreement by the Village, its employees, officers, directors, agents, or others working on its behalf, except that arising out of the sole legal cause of the Engineer. Nothing in this paragraph, however, shall be construed to create an obligation, right of action, or right of recovery that would otherwise not exist at law or in equity. Nor shall the terms of this paragraph be construed as a waiver by the Village of any right or defense it has, or otherwise would have had at law or in equity, but for this paragraph.

C. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's own negligence.

D. In any contract the Village may subsequently enter into for construction related to the Project, the Village agrees to use its best efforts to require the contractor to indemnify, hold harmless, and defend the Engineer, its officers, employees and agents from and against any and all claims, suits, demands, liabilities, losses, damages, and costs, including but not limited to costs of defense, arising in whole or in part out of any act or omission of the contractor, its employees, agents, and subcontractors, or anyone for whose acts contractor may be liable.

SECTION 11. COMPLIANCE WITH LAWS.

A. Engineer agrees and represents to the best of its ability that it will comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body, now in effect or which may be in effect during this Project. The scope of the laws, regulations, and rules referred to in this paragraph include, but in no way are limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act, all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Department of Human Rights, Human Rights Commission, or EEOC.

B. Without limiting the generality of the foregoing, pursuant to the requirements of Illinois law concerning public contracts, Engineer shall comply with each of the following as may be applicable:

1. Sexual Harassment Policy. Engineer represents that it has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105, *et. seq.*

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.
3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*
4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.
5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and Engineer will make a good faith effort to hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with

which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

§ 1. (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

§ 1. (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a).

10/2. Deemed incorporated in contract

§ 2. The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.

10/3. Includes independent contractors, etc.

§ 3. The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

§ 4. No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.

10/5. Recovery by injured person

§ 5. Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.

10/6. Violations: punishment

§ 6. Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class 8 misdemeanor.

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.

10/8. Partial invalidity: construction

§ 8. The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment hereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

SECTION 12. SUSPENSION AND TERMINATION OF SERVICES.

A. Suspension of Work

The Village may, at any time, by written notice to the Engineer require the Engineer to stop all, or any part, of the Work required by the Agreement. Upon receipt of such a notice, the Engineer shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the Work covered by the notice. Engineer shall, upon receipt of notice of suspension, identify in writing all Work that must be completed prior to suspension of the Work, including all Work associated with suspension that must be performed. With respect to Work so identified

by Engineer and approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the suspension of the Work by the Village.

B. Termination of Agreement

1. The Village reserves the right to terminate the whole or any part of this Agreement, without cause, upon ten (10) calendar day's written notice to the Engineer.

2. The Village reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Engineer in the event of default by the Engineer.

a. Default is defined as the failure by Engineer to correct defective Work as required; the persistent failure to carry out the Work in accordance with the Agreement; or, the failure to make sufficient progress to endanger timely completion of the Work.

b. Engineer shall also be deemed in default if the Engineer: 1) is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a trustee or receiver is appointed for the Engineer or for any of the Engineer's property on account of the Engineer's insolvency, and the Engineer or its successor in interest does not provide adequate assurance of future performance in accordance with the Agreement within 10 days of receipt of a request for assurance from the Village; 2) repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; 3) repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment; 4) disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction; or 5) otherwise violates any material term of the Agreement.

c. If Engineer shall assign this Agreement or abandon the Work or shall neglect or refuse to comply with the instructions of the Village relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village shall be of the opinion that the Work is unnecessarily delayed and will not be finished within the prescribed time, or that unnecessary inconvenience is being imposed upon the public or unnecessary expense is being incurred by the Village for inspection and supervision, the Village shall notify the Engineer, in writing, to that effect. If the Engineer does not, within five (5) calendar days thereafter, take such measures as will in the judgment of the Village ensure the satisfactory completion of the Work within the prescribed time or prevent unnecessary inconvenience to the public or prevent unnecessary expense to the Village, then the Village may take such actions as deemed necessary, at the cost to the Engineer, to correct such delay or, the may declare the Engineer to be in default and terminate the Agreement.

3. Upon receipt of notice of termination, Engineer shall identify in writing all Work that must be completed prior to termination of the Work, including all Work associated with termination that must be performed. Only with respect to Work so identified by Engineer and pre-approved by the Village, the Village will pay for the necessary and reasonable costs associated with that Work. Engineer shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

SECTION 13. NOTICES.

All notices, communications and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth at the following addresses, or at such other addresses as the Parties may designate by written notice in the manner aforesaid:

If to Village:

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

If to Engineer:

T. Scott Creech
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451

The date of mailing shall be deemed the date of service. Either Party may change the address for notice by the aforesaid procedure.

SECTION 14. MISCELLANEOUS PROVISIONS.

A. Assignment.

Engineer shall not assign this Agreement or any portion thereof. The merger, consolidation, or liquidation of Engineer or any change in the ownership of or power to vote 33 and 1/3% or more of Engineer's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment, provided however, that transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of Engineer's capital stock, shall not constitute an assignment.

B. Governing Law.

For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

C. Captions.

The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for the construction and interpretation of this Agreement.

D. Entire Agreement.

This Agreement contains all negotiations, agreements, covenants and understandings between the Parties and supersedes any such prior written or oral agreement. This Agreement may not be modified or amended unless such modification or amendment is evidenced in writing, signed by both Parties and dated on the same date as, or later date than, the date of this Agreement.

E. Waiver.

The failure of either Party to enforce any term, condition, or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by

either Party unless such waiver is in writing by said Party.

F. Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create enforceable rights in favor of any third party not a party hereto, or a contractual relationship with, or a cause of action in favor of, any third party against either the Village or Engineer.

G. Survival.

The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of the Agreement.

IN WITNESS WHEREOF, the Village of Hinsdale and Engineer, by their duly authorized representatives, have hereunto set their hands.

Accepted this ____ day of _____ 2021

Engineering Consultant

By: _____

(Printed Name and Title)

Accepted this ____ day of _____ 2021

The Village of Hinsdale, Illinois

By: _____

Kathleen A. Gargano, Village Manager

**EXHIBIT A – HR GREEN PROPOSAL FOR HINSDALE – CHICAGO AVE FROM EAST OF
IL-83 TO WEST OF GARFIELD ST., THIRD ST. FROM EAST OF GRANT ST. TO WEST OF
WASHINGTON ST. RESURFACING AND ADA SIDEWALK RAMP IMPROVEMENTS
CONSTRUCTION OBSERVATION (FULL-TIME)**

DATED: April 5, 2021



PROFESSIONAL SERVICES AGREEMENT

For

Hinsdale – Chicago Ave From East of IL-83 to West of Garfield St., Third St. from East of Grant St. to West of Washington St. Resurfacing and ADA Sidewalk Ramp Improvements

Construction Observation (Full-Time)

Daniel M. Deeter, P.E., Village Engineer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
630.789.7000

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL, 60451
HR Green Project Number: 191782.01

April 5, 2021

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THIS **AGREEMENT** is between VILLAGE OF HINSDALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the request from Mr. Daniel Deeter, P.E., Engineer at the Village of Hinsdale.

The services required for this project are to include construction observation services (full-time) for hot mix asphalt surface removal, polymerized hot mix asphalt binder course, hot mix asphalt surface course mix "D" IL-9.5 N50, Class D Patches Type III, Portland cement concrete sidewalk, detectable warnings, concrete curb and gutter removal and replacement, thermoplastic pavement marking, and all incidental and collateral work necessary to complete the project in accordance with the approved Plans and Specifications.

As requested by the CLIENT, **Full-Time** Construction Observation services associated with the Village of Hinsdale – Chicago Ave and Third St. Resurfacing and ADA Sidewalk Ramp Improvement Project, located in the Village are detailed within this contract/proposal.

The Project includes improvements at the following street segments within the Village of Hinsdale:

- Chicago Avenue (FAU 1487) from East of Kingery Highway (IL Route 83) to West of Garfield St.
- Third Street from East of Grant St. to West of Washington St.
- The gross length of the project is 6,111 feet (1.16 miles)

Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

1.2 Design Criteria/Assumptions

The construction contract for the Chicago Ave and Third St Resurfacing and ADA Sidewalk Ramp Improvements Project is a 60 Working Day contract with an anticipated start on or around *July 19, 2021 and project completion by October 31, 2021*, unless extenuating circumstances require variation to this proposed schedule, subject to CLIENT approval. The man-hours required for construction observation are included as **Full-Time** observation of the project and it is anticipated that the contractor will complete the project within the 60 Working Days allotted for in the contract. See Section 3.0 Deliverables and Schedule for anticipated project schedule.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation



A. Project Startup

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

B. Construction Observation

COMPANY will provide **Full-time** Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. *Note that the Full-time Construction Observation Services are based on 60 Working Days is estimated at 15 weeks per IDOT's estimated Working Day schedule (July 19, 2021 – October 31, 2021) for the Chicago Ave. and Third St. Resurfacing and ADA Sidewalk Ramp Improvement Project.* COMPANY will observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction as applicable.

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

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

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

COMPANY shall review Contractor's submitted record drawings for identified scope of improvements, noting discrepancies as necessary for Contractor's revision and submittal to CLIENT.

C. Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies. COMPANY anticipates that there will be construction meetings with the CLIENT, the contractor, subcontractors, and residents during the standard work week. Attendance at these various coordination meetings is included within the allocated 8 hours/day for Full-Time Construction Engineer in staffing of the project for the length of the Construction Schedule as estimated above in Section 2.0B. These coordination meetings are



anticipated to begin after the start of construction. COMPANY will complete an agenda and meeting notes for the construction meeting. Upon completion of the meeting notes, COMPANY will distribute the meeting minutes to all entities.

D. Administration/Coordination

This task will involve administrative functions which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

E. Project Close Out

This work will consist of providing Quality Assurance testing of the contractor's quality control of materials. SEECO Consultants will perform all on-site Concrete and Bituminous Testing per IDOT Quality Assurance criteria.

No off-site testing is included in this proposal.

3.0 Deliverables and Schedules Included in this Agreement

Anticipated Project Schedule:

- *IDOT Bid Opening – June 11, 2021*
- *Construction Start – July 19, 2021*
- *Construction Completion – October 31, 2021*
- *Project Closeout – December 31, 2021*

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

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

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Regulated Substances Monitoring & Reporting*;
- D. Location Drainage Study services*;
- E. Structural design services*;
- F. Floodplain analysis/study service*;
- G. Wetland delineation/mitigation services*;
- H. Right of way and easement plat preparation*;
- I. Construction staking and layout*;
- J. Record Drawings by Contractor*, and
- K. GIS Drawings and Files*



*COMPANY can provide services as required with addendum to Agreement.

COMPANY shall not supervise, direct, or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

SEECO Consultants will provide QA Material testing and reporting for the project. On-site testing will be done in accordance with IDOT's Project Procedures Guide for Material testing frequency.

6.0 Client Responsibilities

Information required to be provided by the CLIENT as part of this contract includes:

- A. Attend weekly project construction review/coordination meetings;
- B. Process contractors pay request, after approved by COMPANY

7.0 Professional Services Fee

7.1 Fees

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

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject



to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

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

7.4 Exclusion

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

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$103,888.00**

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation & Admin, Pre-Con. Mtg. (2)	632	\$ 95,60.00	\$ 2,340.00	
Material Testing: Sub-Consultant budgetary # for QA)	N/A			\$ 6,088.00
Subtotals:	642	\$ 95,460.00	\$ 2,340.00	\$ 6,088.00
Contract Total:			\$ 103,888.00	

(1) Direct Costs - Includes Postage, Mileage for meetings/Field Visits, & Plotting Costs.

Details are available upon request.

(2) Construction Observation Services are based on estimated (65 R.E. + 15 P.M = 80 Trips) Field Observation Days (60 working days + 5 punch list & close out days). Also includes P.M. attendance at 15 weekly progress meetings with contractor, documentation, and coordination efforts per Scope of Services.



8.0 Terms and Conditions

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

8.1 Standard of Care

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

8.2 Entire Agreement

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

8.3 Time Limit and Commencement of Services

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

8.4 Suspension of Services

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

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

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

8.5 Books and Accounts

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

8.6 Insurance

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

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not



terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

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

8.9 Severability

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

8.10 Successors and Assigns

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

8.11 Third-Party Beneficiaries

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

8.12 Governing Law and Jurisdiction

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

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

8.13 Dispute Resolution

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

8.14 Attorney's Fees

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

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following



completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

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

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

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

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

8.19 Design Information in Electronic Form

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

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during



which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

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

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

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

8.21 Force Majeure

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

8.22 Job Site Visits and Safety

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

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide



professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

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

8.25 Limitation of Liability

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

8.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;



- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;
- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

8.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Construction Observation

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

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

8.29 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.



8.30 Municipal Advisor

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

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Kevin J. Berry, P.E., Project Manager

Approved by:

Printed/Typed Name: Andrew Mrowicki, P.E.

Title: Vice President

Date:

4/08/2021

VILLAGE OF HINSDALE

Accepted by:

Printed/Typed Name:

Title:

Date:

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: Suburban Tree Consortium Purchase Order

MEETING DATE: July 13, 2021

FROM: John Finnell, Superintendent of Parks and Forestry

Recommended Motion

Approve payment to West Central Municipal Conference (WCMC) Suburban Tree Consortium (STC) for tree supply and planting services for spring 2021 in the amount of \$59,081 and to authorize the expenditure of funds not to exceed the approved 2021 budgeted amount of \$89,375.

Background

Hinsdale is a member community of the STC which is a group of 39 communities that work to provide a cost-effective means of acquiring and installing trees as well as offering technical assistance. The group has been a key partner in guaranteeing a diverse supply of high quality plant materials and tree planting services for the Village since 2002. The Village uses STC tree nursery partners and tree installation contractors for the supply and installation of the vast majority of the Village's parkway tree planting.

By purchasing the trees through the STC, the Village receives competitively priced trees as well as installation services. In May 2021, the Village purchased and installed 153 trees through the STC.

Discussion & Recommendation

Typically, the STC purchases are made through the Village's blanket purchase order program. Unfortunately, the 2021 STC purchase order was mistakenly not submitted during annual blanket purchase order request period. The omission was discovered after receipt of the spring planting invoice in the amount of \$59,081. Public Services staff is requesting approval for the payment of this invoice.

In addition to the invoice approval, Public Services staff is seeking authorization to expend up to the budgeted amount of \$89,375 for the fall planting program.

Budget Impact

In the Calendar Year 2021 budget, there is \$89,375 in the Public Services Forestry Division budget line item 4300-7331 to purchase trees and contract for tree installation. After payment of the spring 2021 planting invoice (\$59,081), there will be \$30,294 remaining in the tree planting budget. Staff requests approval to expend these funds during the fall 2021 planting cycle, not to exceed the budgeted amount of \$89,375.

Village Board and/or Committee Action

N/A

Documents Attached

1. West Central Municipal Conference – Spring 2021 Invoice

VILLAGE OF HINSDALE PAYMENT VOUCHER

VENDOR NAME Suburban Tree Consortium DATE 6/21/2021 DEPARTMENT Public Services

INVOICE DATE	INVOICE NO.	PAYMENT DATE	P.O. NO.	VENDOR NO.	PROGRAM/ACCT. #	\$ AMOUNT	DESCRIPTION
06/15/21	0007098-IN			2491	4300 7331	55,133.00	Tree Planting - Spring 2021 - 152 trees
06/15/21	0007098-IN			2491	6300 7331	3,701.00	Park Planting - Spring 2021 - 29 trees
06/15/21	0007098-IN			2491	100 2211	247.00	Tribute Tree Planting - 137 S Garfield

Total \$ 59,081.00

New Vendor Information Name: Suburban Tree Consortium C/O West Central Municipal Conference 2000 5th Ave, Bldg N River Grove, IL 60171 Remit Address:		Special Instructions: Please Mail Form with Payment	Approvals Preparer: JF Dept. Head: Finance Dir.: Village Mgr.:
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Tree	Name	Size	Tagged	Cost	Total	Puglsey	Total	Total Cost	Nursery
Miyabe Maple	Acer miyabei 'State Street'	2.5	6	247	1482	135	810	2292	Doty
Red Maple	Acer rubrum 'Redpointe'	2.5	8	235	1880	135	1080	2960	Doty
American Yellowwood	Cladrastris kentukea	2.5	2	305	610	135	270	880	Doty
Hybrid Oak	Quercus x macdanielii 'Clemons'	2.5	6	265	1590	135	810	2400	Doty
Hybrid Elm	Ulmus spp. 'Accolade'	2.5	2	235	470	135	270	740	Doty
Hybrid Elm	Ulmus spp. 'Triumph'	2.5	8	235	1880	135	1080	2960	Doty
Zelkova	Zelkova serrata 'Village Green'	2	20	250	5000	126	2520	7520	Doty
Freeman Maple	Acer freemannii 'Armstrong Gold'	2.5	10	247	2470	135	1350	3820	Hinsdale
Freeman Maple	Acer freemannii 'Matador'	2.5	2	245	490	135	270	760	Hinsdale
Black Maple	Acer nigrum 'Green Column'	2.5	1	274	274	135	135	409	Hinsdale
Hybrid Buckeye	Aesculus x arnoldiana 'Early Glow'	2.5	1	289	289	135	135	424	Hinsdale
Hybrid Buckeye	Aesculus x carnea 'Fort McNair'	2	1	259	259	126	126	385	Hinsdale
American Hornbeam	Carpinus caroliniana 'Native Flame'	2.5	1	266	266	135	135	401	Hinsdale
Hackberry	Celtis occidentalis 'Chicagoland'	2.5	6	239	1434	135	810	2244	Hinsdale
Redbud	Cercis canadensis	2.5	4	267	1068	135	540	1608	Hinsdale
Flowering Crabapple	Malus x adstringens 'Gladiator'	2.5	2	200	400	135	270	670	Hinsdale
Ironwood	Ostrya virginiana	2.5	4	273	1092	135	540	1632	Hinsdale
Cork Tree	Phellodendron amurense 'Eye Stopper'	2.5	1	241	241	135	135	376	Hinsdale
Swamp White Oak	Quercus bicolor 'American Dream'	2.5	8	263	2104	135	1080	3184	Hinsdale
Bur Oak	Quercus macrocarpa 'Urban Pinnacle'	2	11	246	2706	126	1386	4092	Hinsdale
Chinkapin Oak	Quercus muehlenbergii	2.5	1	263	263	135	135	398	Hinsdale
Hybrid Oak	Quercus robur x bicolor 'Crimsonspire'	2.5	4	263	1052	135	540	1592	Hinsdale
Hybrid Oak	Quercus robur x bicolor 'Regal Prince'	2.5	6	263	1578	135	810	2388	Hinsdale
American Linden	Tilia americana 'Redmond'	2.5	1	208	208	135	135	343	Hinsdale
Silver Linden	Tilia tomentosa 'Sterling'	2.5	1	208	208	135	135	343	Hinsdale
Hybrid Elm	Ulmus spp. 'New Horizon'	2.5	9	238	2142	135	1215	3357	Hinsdale
Black Gum	Nyssa sylvatica 'Majestic'	2.5	1	319	319	135	135	454	Hinsdale
Pecan	Carya illinoensis	15 Ga	3	90	270	0	0	270	Possibility Place
Shagbark Hickory	Carya ovata	4'	5	85	425	0	0	425	Possibility Place
Persimmon	Diospyros virginiana	15 Ga	3	90	270	0	0	270	Possibility Place
White Pine	Pinus strobus	15 Ga	5	90	450	0	0	450	Possibility Place
Ponderosa Pine	Pinus ponderosa	2.5"	5	65	325	0	0	325	Possibility Place
White Oak	Quercus alba	15 Ga	7	90	630	0	0	630	Possibility Place
Bur Oak	Quercus macrocarpa	15 Ga	7	90	630	0	0	630	Possibility Place
Sugar Maple	Acer saccharum 'Green Mountain'	2.5	1	244	244	144	144	388	Spring Grove
Hybrid Oak	Quercus robur x alba 'Streetspire'	2.5	2	265	530	144	288	818	Spring Grove
Bald Cypress	Taxodium distichum 'Shawnee Brave'	2.5	3	234	702	144	432	1134	Spring Grove
American Elm	Ulmus americana 'Jefferson'	2.5	7	234	1638	144	1008	2646	Spring Grove
Hybrid Elm	Ulmus spp. 'Emerald Sunshine'	2.5	5	234	1170	144	720	1890	Spring Grove
Zelkova	Zelkova serrata 'Musashino'	2	1	203	203	32	32	235	Spring Grove
Zelkova	Zelkova serrata 'Musashino'	2	1	203	203	135	135	338	Spring Grove
			182				19616	59081	

INVOICE

Suburban Tree Consortium
C/O West Central Municipal Conf
2000 5th Ave., Bldg N
River Grove, IL 60171
(708) 453-9100

INVOICE NUMBER: 0007098-IN

INVOICE DATE: 6/15/2021

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

CUSTOMER NO. 0000930

CUSTOMER P.O.:

CONTACT: John Finnell

TERMS: NET 30 DAYS

SALES CD	DESCRIPTION		QUANTITY	PRICE	AMOUNT
STC13	APEX Landscaping Inc	EACH	1.000	19,616.000	19,616.00
STC2	HINSDALE NURSERIES	EACH	1.000	7,604.000	7,604.00
STC2	HINSDALE NURSERIES	EACH	1.000	9,745.000	9,745.00
STC2	HINSDALE NURSERIES	EACH	1.000	1,514.000	1,514.00
STC11	Spring Grove Nursery, Inc.	EACH	1.000	4,690.000	4,690.00
STC10	Doty Nurseries, LLC	EACH	1.000	12,912.000	12,912.00
STC3	POSSIBILITY PLACE NURSERY	EACH	1.000	3,000.000	3,000.00

Payable to: WEST CENTRAL MUNICIPAL CONFERENCE
FEIN: 36-3447848

Net Invoice:	59,081.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	59,081.00

**SOLD TO:**

West Central Municipal Conference
 Attention: Judy Corvo
 2000 Fifth Ave, Building J
 River Grove, IL 60171

INVOICE

DATE:	INVOICE NO.:
5/31/2021	88929

REP	S.O. No.	P.O. NUMBER	TERMS	PROJECT
STC			DUE UPON RECEIPT	Hinsdale

DESCRIPTION	QTY	AMOUNT
ATTN: JUDY CORVO		
RE: STREET TREE CONSORTIUM - Village of Hinsdale		
For trees delivered & installed - Spring 2021 - Week 7		
Tuesday - 5/19/2021 50 trees total		
HINSDALE NURSERY - 30 trees		
5 - 2" or 6' Tree	5	455.00
5 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2" Delivery	5	115.00
5 - 2" Mulch	5	60.00
25 - 2.5" or 7' Tree	25	2,400.00
25 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2.5" Delivery	25	650.00
25 - 2.5" Mulch	25	325.00
SPRING GROVE NURSERY - 20 trees - 1 delivery only		
1 - 2" or 6' Tree	1	91.00
2 - Possibility/Spring Grove 2" Delivery	2	64.00
1 - 2" Mulch	1	12.00
18 - 2.5" or 7' Tree	18	1,728.00
18 - Possibility/Spring Grove 2.5"	18	630.00
18 - 2.5" Mulch	18	234.00
Wednesday - 5/19/2021		
HINSDALE NURSERY - 45 trees		
7 - 2" or 6' Tree	7	637.00
7 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2" Delivery	7	161.00

Total**Balance Due**

24414 N. Old McHenry Road • Hawthorn Woods, IL 60047 • (847) 847-1505 • Fax (847) 847-1506 • Website: www.apexlandscaping.com



SOLD TO:

West Central Municipal Conference
 Attention: Judy Corvo
 2000 Fifth Ave, Building J
 River Grove, IL 60171

INVOICE

DATE:	INVOICE NO.:
5/31/2021	88929

REP	S.O. No.	P.O. NUMBER	TERMS	PROJECT
STC			DUE UPON RECEIPT	Hinsdale

DESCRIPTION	QTY	AMOUNT
7 - 2" Mulch	7	84.00
38 - 2.5" or 7' Tree	38	3,648.00
38 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2.5" Delivery	38	988.00
38 - 2.5" Mulch	38	494.00
Thursday - 5/20/2021		
✓ DOTY NURSERY - 52 trees		
20 - 2" or 6' Tree	20	1,820.00
20 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2" Delivery	20	460.00
20 - 2" Mulch	20	240.00
32 - 2.5" or 7' Tree	32	3,072.00
32 - Hinsdale/Beaver/McHenry/Doty/Goodmark 2.5" Delivery	32	832.00
32 - 2.5" Mulch	32	416.00

Payment due upon receipt. When making a payment please include invoice number.

Total	\$19,616.00
Balance Due	\$19,616.00

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Invoice - 1714994

Page 1

Customer Copy

Date: 5/18/2021
Type: Wholesale
Order No: 2216593

Client Phone: 708-453-9100

Client:

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171

Special Instructions:

HINSDALE Partial Pick-Up 5/17/21
P & L TO PLANT
ATTN JOHN FINNEL

Deliver To / Job Site:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
01/18/2021	HINSDALE SP 21	Net 45 Days	Exempt ENP	05/17/2021	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
Little Rock Sales Counter							
4	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$988.00			
1	Ea	2.50in MATADOR FREEMAN MAPLE	\$245.00	\$245.00			
1	Ea	2.50in EARLY GLOW OHIO BUCKEYE	\$289.00	\$289.00			
1	Ea	2.50in NATIVE FLAME AMERICAN HORNBEAM	\$266.00	\$266.00			
3	Ea	2.50in CHICAGOLAND HACKBERRY	\$239.00	\$717.00			
4	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$1,052.00			
5	Ea	2.00in URBAN PINNACLE BUR OAK	\$246.00	\$1,230.00			
1	Ea	2.50in AMERICAN REDBUD	\$267.00	\$267.00			
2	Ea	2.50in IRONWOOD	\$273.00	\$546.00			
2	Ea	2.50in LOW CRIMSON SPIRE OAK	\$263.00	\$526.00			
2	Ea	2.50in REGAL PRINCE OAK	\$263.00	\$526.00			
4	Ea	2.50in NEW HORIZON ELM	\$238.00	\$952.00			
Sub-Total:				\$7,604.00			

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171
Invoice#: 1714994

Products Amt	\$7,604.00
Sub-Total	\$7,604.00
Sales Tax	\$0.00
Invoice Total	\$7,604.00
Balance Due	\$7,604.00

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Invoice - 1715017 Page 1

Customer Copy

Date: 5/18/2021
Type: Wholesale
Order No: 2188378

Client Phone: 708-453-9100

Client:

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171

Special Instructions:

HINSDALE SPRING 2021
P & L TO PLANT
ATTN JOHN FINNEL

Deliver To / Job Site:

0

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
01/18/2021	HINSDALE SP 21	Net 45 Days	Exempt ENP	04/01/2021	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
Little Rock Sales Counter							
2	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$494.00			
1	Ea	2.50in MATADOR FREEMAN MAPLE	\$245.00	\$245.00			
1	Ea	2.50in GREEN COLUMN BLACK MAPLE	\$274.00	\$274.00			
1	Ea	2.00in FT. MCNAIR HORSECHESTNUT	\$259.00	\$259.00			
3	Ea	2.50in CHICAGOLAND HACKBERRY	\$239.00	\$717.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
6	Ea	2.00in URBAN PINNACLE BUR OAK	\$246.00	\$1,476.00			
1	Ea	2.50in CHINKAPIN OAK	\$263.00	\$263.00			
1	Ea	2.50in STERLING SILVER LINDEN	\$208.00	\$208.00			
3	Ea	2.50in AMERICAN REDBUD	\$267.00	\$801.00			
2	Ea	2.50in IRONWOOD	\$273.00	\$546.00			
2	Ea	2.50in LOW CRIMSON SPIRE OAK	\$263.00	\$526.00			
4	Ea	2.50in REGAL PRINCE OAK	\$263.00	\$1,052.00			
1	Ea	2.50in REDMOND LINDEN	\$208.00	\$208.00			
5	Ea	2.50in NEW HORIZON ELM	\$238.00	\$1,190.00			
2	Ea	2.50in GLADIATOR CRABAPPLE	\$200.00	\$400.00			
1	Ea	2.50in EYE STOPPER CORK TREE	\$241.00	\$241.00			
1	Ea	2.50in MAJESTIC BLACK TUPELO	\$319.00	\$319.00			
Sub-Total:				\$9,745.00			

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171
Invoice#: 1715017

Products Amt	\$9,745.00
Sub-Total	\$9,745.00
Sales Tax	\$0.00
Invoice Total	\$9,745.00
Balance Due	\$9,745.00

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Invoice - 1715018

Page 1

Customer Copy

Date: 5/18/2021
Type: Wholesale
Order No: 2200666

Client Phone: 708-453-9100

Client:

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171

Special Instructions:

HINSDALE ADDITIONS SP 21
P&L TO PLANT
ATTN JOHN FINNELL

Deliver To / Job Site:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
04/21/2021	Hinsdale Additions	Net 45 Days	Exempt ENP	05/18/2021	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
Little Rock Sales Counter							
2	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$494.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
1	Ea	2.50in AMERICAN DREAM SWAMP WHITE OAK	\$263.00	\$263.00			
2	Ea	2.50in ARMSTRONG GOLD RED MAPLE	\$247.00	\$494.00			
Sub-Total:				\$1,514.00			

WEST CENTRAL
MUNICIPAL CONFERENCE
2000 5TH AVENUE
RIVER GROVE IL 60171
Invoice#: 1715018

Products Amt \$1,514.00
Sub-Total \$1,514.00
Sales Tax \$0.00
Invoice Total \$1,514.00
Balance Due \$1,514.00

Visit Hinsdalenurseries.com/warranty for warranty details



106 E. Spring Rd. Mazon IL 60444
P: 815-448-2097 F: 815-448-2139 bthomas@SpringGroveNursery.com

Invoice

Page 1 of 1

Order No. 180982
Customer No. 1203
Spring 2021

SOLD TO:

Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

630-789-7043

SHIP TO:

Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

630-789-7043

PO No.	Ship Date	Due Date	Ship Via	Terms	Ribbon Color		
Spring 2021	05/17/21	07/01/21		NET45	Double Yellow White Stripe		
Ship Qty	Botanical Name		Common Name		Size	Price	Amount
1	Acer saccharum 'Green Mountain'		Green Mountain Sugar Maple		2.5"	\$244.00	\$244.00
2	Quercus robur x Q. alba 'JFS-KW1QX'		Streetspire Oak		2.5"	\$265.00	\$530.00
3	Taxodium distichum 'Mickelson'		Shawnee Brave Bald Cypress		2.5"	\$234.00	\$702.00
7	Ulmus americana 'Jefferson'		Jefferson Elm		2.5"	\$234.00	\$1,638.00
5	Ulmus propinqua 'JFS-Bieberich'		Emerald Sunshine Elm		2.5"	\$234.00	\$1,170.00
2	Zelkova serrata 'Musashino'		Musashino Japanese Zelkova		2"	\$203.00 *	\$406.00
20					NET AMOUNT		\$4,690.00
					TOTAL		\$4,690.00

TERMS: Payment is due at the time of pickup or delivery. For NET 30 accounts, customer will pay all invoices within thirty (30) day of the date of the invoice. Past due accounts are subject to a service charge of 1.5% per month (18% per year), which shall accrue on a daily basis. All payments received shall be applied at the sole discretion of Spring Grove Nursery, Inc. Payments will be paid first to interest and then applied to principle. Past due accounts are immediately returned to C.O.D. terms. Failure of Spring Grove Nursery to observe or enforce any provision of the agreement shall not constitute a waiver of any provision of the Agreement.

LIMITED WARRANTY: If any nursery stock proves to be untrue to the description or variety, under which it is sold, we hold ourselves in readiness, on proper proof, to replace such nursery stock that may prove to be untrue to description or name, or refund the original amount paid. We shall in no case be liable for any sum greater than the amount originally received for such inventory stock. Seller gives no warranty as to livability, express or implied. Claims must be made in writing within (5) days of receipt of order. Failure to present such a claim within (5) days shall constitute a waiver of all warranties, including waiver of all merchantability and the implied warranty of fitness to particular purpose. The right of rejection shall be deemed waived upon passage of that (5) day period.

Buyer Signature Accepts Terms of Sale _____



Invoice

Page 1 of 1

dotynurseries.com | Mailing Address | Maple Park Nursery | Huntley Nursery
P 630 365 9063 | PO Box 760 | 45W121 Beith Road | 14029 Church Road
F 630 365 9081 | Elburn, IL 60119 | Maple Park, IL 60151 | Huntley, IL 60142

Order No. 177105
Customer No. WESTCENT
SPRING 2021

SOLD TO:

WEST CENTRAL MUNICIPAL CONF
2000 5TH STREET
BUILDING N
RIVER GROVE, IL 60171

SHIP TO:

WEST CENTRAL MUNICIPAL CONF
2000 5TH STREET
BUILDING N
RIVER GROVE, IL 60171

708-453-9100 Fax: 708-453-9101

708-453-9100

PO No.	Ship Date	Due Date	Ship Via	Terms	Ribbon Color		
HINSDALE	05/19/21	07/18/21		NET 60			
Ship Qty	Botanical Name	Common Name	Size	Price	Amount		
20	Zelkova serrata 'Village Green'	Village Green Japanese Zelkova	2"	\$250.00	\$5,000.00		
6	Acer miyabei 'Morton'	State Street Maple	2.5"	\$247.00	\$1,482.00		
8	Acer rubrum 'Frank JR.'	Redpointe Red Maple	2.5"	\$235.00	\$1,880.00		
2	Cladrastris kentukea	Yellowwood	2.5"	\$305.00	\$610.00		
6	Quercus x macdanielii 'Clemons'	Heritage Oak	2.5"	\$265.00	\$1,590.00		
2	Ulmus 'Morton'	Accolade Elm	2.5"	\$235.00	\$470.00		
8	Ulmus 'Morton Glossy'	Triumph Elm	2.5"	\$235.00	\$1,880.00		
NET AMOUNT					\$12,912.00		
TOTAL					\$12,912.00		

Pickup at MAPLE PARK/ELBURN Location



Possibility Place Nursery
 7548 W Monee Manhattan Rd.
 Monee, IL 60449
 Phone: (708) 534-3988

ORDER NO.	17
CUSTOMER NO.	4797

INVOICE

BILL TO:

SUBURBAN TREE CONSORTIUM
 2000 5TH AVE
 BLDG N
 RIVER GROVE, IL 60171

Phone: 708-453-9100 X 258
 Fax: 708-453-9101

SHIP TO:

VILLAGE OF HINSDALE
 225 SYMONDS DRIVE
 HINSDALE, IL 60521

Phone: (630) 789-7043

SHIP DATE		SHIP VIA		F.O.B.		TERMS	
04/19/21							
P.O. NUMBER			ORDER DATE	SALES PERSON			REFERENCE NO.
			03/02/21	Kelsay			
QUANTITY			DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
ORDERED	AKNWLDG	SHIP					
3	3	3	CARYA ILLINOINENSIS #15	90.00	270.00		
5	5	5	CARYA OVATA 4'	85.00	425.00		
3	3	3	DIOSPYROS VIRGINIANA #15	90.00	270.00		
5	5	5	PINUS PONDEROSA 2.50"	65.00	325.00		
5	5	5	PINUS STROBUS #15	90.00	450.00		
7	7	7	QUERCUS ALBA #15	90.00	630.00		
7	7	7	QUERCUS MACROCARPA #15	90.00	630.00		
35	35	35	NET AMOUNT		3000.00		
				BALANCE DUE		3000.00	

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Request for a Referral of a Planned Development Concept Plan, Special Use Permit, Site Plan and Exterior Appearance Review, and Map Amendment for Hinsdale Senior Residences to allow for the development of a 285,000 square foot, 225-unit senior living facility and 20 senior living duplex villa units on 32.6-acres located at the northeast and northwest corners of Ogden Avenue and Adams Street in the IB Institutional Buildings District and R-2 Single Family Residential District – Request by Ryan Companies US, Inc. – Case A-11-2021

MEETING DATE: July 13, 2021

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve a referral of a Map Amendment and concurrent Planned Development Concept Plan, Special Use Permit, and Site Plan and Exterior Appearance Review for Hinsdale Senior Residences by Ryan Companies for consideration by the Plan Commission;

OR

Deny a referral of a Map Amendment and concurrent Planned Development Concept Plan, Special Use Permit, and Site Plan and Exterior Appearance Review for Hinsdale Senior Residences by Ryan Companies.

Project Overview

Applicant: Ryan Companies US, Inc.

Addresses / PINs: 4S010 N. Madison Street (09-02-205-001); 707 W. Ogden Avenue (09-02-204-010; 09-02-204-011), RT 83 (09-02-203-004)

Size of Subject Property: 32.6 acres in the Village of Hinsdale (34.77 acres total including 2.1 acres located in the Village of Oak Brook)

Existing Zoning & Land Uses: Institute of Basic Life Principles (IBLP) building and undeveloped open space in the IB Institutional Buildings District & R-2 Single Family Residential District

Surrounding Zoning & Land Uses:

- North: Village of Oak Brook - Single-family detached homes; Village of Hinsdale – Institutional buildings and open space on the north portion of the IBLP property in the R-2 Residential District [recently proposed for single-family detached homes by McNaughton Development]
- South: Single-family detached homes in the R-4 Single Family Residential District; ManorCare Health Services (nursing home) in the R-5 Multiple Family Residential District; Hinsdale Orthopaedics in the O-2 Limited Office District
- East: Single-family detached homes in the R-2 Single Family Residential District; Salt Creek Club, (private sports and recreational club) in the Open Space District; vacant land in the IB Institutional Buildings District
- West: Single-family detached homes in the Village of Oak Brook; Route 83 Interchange

Project Description

The applicant is seeking approval of a Planned Development Concept Plan, Special Use Permit, Site Plan and Exterior Appearance Review, and Map Amendment to allow for the construction of a 285,000 square foot, 225-unit senior living facility and 20-unit senior living duplex villas on a 32.6-acre site located at the northeast and northwest corners of Ogden Avenue and Adams Street.

The site consists of mature trees and is bisected by a tributary to Salt Creek, rendering a portion of the property in the floodway/floodplain.

The subject property contains four (4) parcels, which are currently owned by the not-for-profit organization, IBLP. Ryan Companies will be the co-owner, general contractor, and developer. Life Care Services (LCS) will also be a co-owner and operator.

The proposed project includes four separate sub-areas:

- Land in the Village of Oak Brook – Includes three (3) parcels located along the south side of Cheval Drive, which are shown to be used for floodplain compensatory storage. Any changes to these properties are subject to approval by the Village of Oak Brook. With land located in the Village of Oak Brook factored in, the total site measures approximately 34.7-acres in size.
- Senior Living Facility – 11.45-acres at the northwest corner of Ogden Avenue and Adams Street
- Senior Living Duplex Villa Buildings – 9.1-acres at the northeast corner of Ogden Avenue and Adams Street
- Public Park – 11.9-acres on the east side of Adams Street

Please refer to the “Detailed Project Description” section below for additional information on the proposed areas located in the Village of Hinsdale.



Background

Two application requests were previously submitted to the Village and are summarized below:

- Case A-40-2019 – The initial application submitted by Ryan Companies requested approval of a Map Amendment to rezone the 7.6-acre parcel from the IB District to the R-2 District, a Text Amendment to Section 3-106(B)(1) to allow for Planned Developments in the R-1, R-2, R-3, and R-4 Districts on a lot area of 15 acres versus the current 20 acre lot minimum, a Planned Development Concept Plan, and Special Use Permit. The proposed plans included a 330,000 square foot, 245-unit senior living building with 135 units for independent living, 70 units for assisted living, and 40 units for memory care services on a 16.8 acre site. The plan also included 17 independent living units within 8 duplex villa buildings and 1 single villa building off of Cheval Drive, on land in both the Village of Hinsdale and the Village of Oak Brook. Ryan Companies withdrew their application in August 27, 2020 following several public hearings at the Plan Commission.
- Case A-24-2020 – On September 15, 2020 and October 6, 2020, the Village Board reviewed a new application submittal by Ryan Companies for a Map Amendment, Planned Development Concept Plan, and Special Use Permit for a referral to the Plan Commission. The proposed project included a 325,000 square foot, 240-unit senior living building with 130 units for independent living, 70 units for assisted living, and 40 units for memory care services on a 32.45 acre site. The 8 duplex villa buildings and 1 single villa building on Cheval Drive were removed from the revised plans. Instead, the new proposal included 27 senior living villas located on the site east of Adams Street. Due to the increase to the size of the site area, the applicant no longer needed to request a Text Amendment to Section 3-106(B)(1) to allow for a Planned Development on less than 20 acres. The applicant withdrew their application and the project did not move forward.

Since the previous submittal, Ryan Companies has reduced the total number of units from 267 to 245. The one-story villas on the east side of Adams Street have been reduced from 27 units in 11 buildings to 20 units in 10 buildings. Additionally, the applicant reduced the overall size of the senior living facility by 40,000 square feet and the number of units from 240 to 225.

Map Amendment (Rezoning)

At the northwest corner of Ogden Avenue and Adams Street, approximately 7.5-acres of the subject property is zoned IB District and currently includes the IBLP regional office building. The remainder of the site is currently zoned R-2 District. Ryan Companies is proposing to rezone the 7.5-acres from IB District to the R-2 District. In the case that the Village approves the requested project and accepts the dedication of 11.89-acres of public park space, it is recommended that the park land be rezoned to the OS Open Space District to be consistent with the zoning of other parks in the Village.

Detailed Project Description

Within the Village of Hinsdale, the proposed site plan contains three (3) separate lots, each of which is discussed in detail below:

Senior Living Facility – Northwest Corner of Ogden Avenue and Adams Street

Site Plan – The existing two to three story tall IBLP regional office building and parking lot will be demolished to accommodate the new building and site layout. The proposed site plan consists of a 285,000 square foot senior living facility on the 11.45-acre site on the west side of Adams Street.

The site is currently accessible via two curb cuts off of Adams Street. Access via the north driveway will largely remain in the same location as the existing driveway. The south driveway will be shifted north to increase the distance from Ogden Avenue. Parking is proposed on the north, south, and west sides of

the building and, due to the sloping grade of the site [roughly 32 feet of elevation changes across the property], 35 underground parking spaces will be located beneath the building. A drop-off area is proposed on the south elevation visible from Ogden Avenue and a 60-foot wide loading area for truck deliveries is located on the north elevation.

The proposed building will be setback between 113.9 feet and 181.9 feet from the south property line along Ogden Avenue and will be setback approximately 87.6 feet from the east property line along Adams Street. These proposed setbacks significantly exceed the required 35 foot front and corner side setback required in both the IB District and the R-2 District. The applicant is also proposing a larger setback from Ogden Avenue compared to what currently exists. For reference, the southeast corner of the existing building measures two stories tall and is located approximately 85 feet from the south property line along Ogden Avenue.

As shown on the proposed site plan, the existing landscaped berms along the south and west property lines will be preserved. Existing floodplain, floodway, and wetland buffer areas account for approximately 20% of the property. A stormwater culvert currently runs underneath the existing building and will be re-routed to flow around the new building. Stormwater detention will be located along the north side of the property.

A sidewalk along the perimeter of the building will tie into to a proposed crosswalk connecting to the east side of Adams Street and the larger walking path network proposed as part of the public park space. There is also a connection to the existing bridge across the Bronzewood Tributary, which leads to private property under separate ownership to the north.

Building Elevations - The majority of the proposed building will measure three stories tall, with small building segments measuring one to two stories tall along the west and north elevations. The exterior will be constructed primarily of brick with white fiber cement board and trim. The interior of the building will include a total 225 senior living units, which includes 113 units for independent living, 72 units for assisted living, and 40 units for memory care. The building will also include various amenity spaces for residents, such as a bistro, dining area, art studio, fitness center, movie room, beauty salon, and multi-purpose room. Four (4) courtyard areas are proposed, 2 of which are located interior to the building.

Senior Living Duplex Villas – Northeast Corner of Ogden Avenue and Adams Street

Site Plan - The 9.11-acre portion of the site at the northeast corner of Ogden Avenue and Adams Street is currently undeveloped open space. Ten (10) senior living duplex buildings with a total of 20 units are proposed within this portion of the development. All 10 duplex buildings will be located on a single lot and will be accessible from a 28 foot wide private driveway off of Adams Street. The private driveway will loop around a small open space area that includes a walking path, gazebo, and 10 shared parking spaces. Each unit in the duplex buildings will have their own separate driveway and two-car garage.

The buildings will be setback approximately 90.2 feet from Ogden Avenue and will be screened by an existing berm that measures approximately 4 feet tall. The buildings closest to Adams Street will be setback 81.4 feet and 98.9 feet from the road. As proposed, the setbacks exceed the 35 foot front and side yards required in the R-2 District. The buildings will also be setback 25 feet from the internal private drive and have a separation of at least 20 feet between each building.

Two ponds for stormwater detention are proposed along the north site of the lot. Per the preliminary tree removal plan, many of the trees along the east property line will be preserved to provide a buffer to the single-family homes and vacant land to the east. A sidewalk will be constructed through the site

to provide a connection between the senior living facility, Bonnie Brae Road, and the proposed park to the north.

Building Elevations – The proposed one-story tall duplex buildings will primarily be constructed of brick and white fiber cement siding. The front elevations include dormers, fiber cement accent areas within the gables, covered porches, and decorative garage doors. A building height of 16 feet and elevation of 23 feet is currently estimated, both of which are considered code compliant in the R-2 District (34 foot maximum building height and 44 foot building elevation allowed). The applicant has submitted a conceptual floor plan for the duplex villas, which shows two bedrooms in each unit.

Parks & Open Space

The applicant proposes to dedicate 11.9-acres of the site on the east side of Adams Street to the Village for public park space. The park includes walking paths, benches, and 10 public parking spaces along Adams Street.

The western property line jogs out into Adams Street where there is an existing roadway easement. The property measures approximately 12.1-acres when including this existing roadway easement. It is recommended that this area of the property be dedicated as part of the roadway and will be discussed during the Detailed Plan submittal. The applicant will need to provide additional information on the right-of-way dedication and any improvements in the future if the project is referred to Plan Commission.

Open space and park land dedication requirements must be calculated and verified during the Detailed Plan review stage in accordance with Title 11 of the Village Code.

Parking Requirements

Per Section 9-104, Nursing and personal care facilities are required to provide 1 parking space for each 3 beds plus 1 space for each licensed practitioner, not including nurses and assistants, plus 1 space for each additional 2 employees. Senior citizen housing is required to provide 1 parking space for each dwelling unit plus 1 space for each 2 employees. Based on the code requirements and the information provided by the applicant, a total of 223 parking spaces are required and a total of 269 parking spaces are proposed, which exceeds code requirements.

For public parks, the Village's Zoning Code requires zero parking spaces for the first acre, 5 spaces for each additional acre, plus 1 space for each 5 persons of design capacity of any structure or facility located in the park. Based on these calculations, the proposed public park would require an excess of 55 spaces, which would be difficult to achieve due to the existing floodplain / floodway limits and would significantly hinder efforts for preserving existing open space. As a result, the applicant proposes to provide 10 parking spaces. During the Detailed Plan review, it should be determined if these 10 spaces will be able to accommodate parking demand and how the proposed plans may tie into future development on the property to the north.

Traffic and Intersection Improvements

Preliminary traffic information is included in the project narrative for review. Per the applicant, a limited number of senior independent living residents will drive. Few assisted living and memory care residents will drive or need to park a vehicle on site. Therefore, the impact to peak traffic flow will be limited. Per a traffic analysis, the proposed development does not warrant improvements per the Illinois Department of Transportation (IDOT) manual. However, Ryan Companies is proposing intersection improvements to address community concerns. The intersection at Adams Street and Ogden Avenue will be widened

to incorporated designated left and right turn lanes onto Ogden Avenue. Please note that this proposed intersection and roadway improvement is subject to approval by IDOT.

Surrounding Development & Context

To put the proposed buildings and setbacks in context with the surrounding buildings in the immediate vicinity, ManorCare located at 600 W. Ogden Avenue is two stories tall and is located approximately 62 feet from the front setback line along Ogden Avenue. Hinsdale Orthopedics located at 550 W. Ogden Avenue is approximately 51 feet from the front lot line along Ogden Avenue and also measures two stories tall. The proposed 285,000 square foot senior living facility will be three stories tall and will be setback approximately 113 feet to 181 feet from the lot line along Ogden Avenue.

In regards to density, the overall proposed development will have a density of 7.5 dwelling units per acre if the proposed 11.89-acres of park land is included in the calculations (245 units on 32.6-acres). Without park land, 11.9 dwelling units per acre are proposed (245 units on 20.5-acres). To compare with existing assisted living facilities in Hinsdale, Eve Assisted Living at 10 N. Washington Street has approximately 71 dwelling units per acre and ManorCare at 600 W. Ogden Avenue has approximately 65 dwelling units per acre.

Permitted & Special Uses in the Applicable Zoning Districts

The IB District is oriented toward public and institutional land uses. In Hinsdale, most schools and religious buildings such as churches are located on properties in the IB District. Per Section 7-302 of the Zoning Code, permitted uses include any governmental activity or service conducted within a building owned or leased by a public body, publicly owned parks or recreational areas, parking lots owned or leased by the Village. Special uses are listed in Section 7-305 and include land uses such as schools, libraries, youth centers, membership organizations and related day care facilities, museums and art galleries, and planned developments. In the R-2 District, single-family detached dwellings are the only land use listed as a permitted use per Section 3-103. Special uses listed in Section 3-106 include public utility stations subject to meeting certain standards and planned developments on a lot larger than 20 acres in size.

Zoning Code Compliance & Proposed Modifications to Code Requirements

The applicant is requesting several modifications from the Village's code requirements as part of the Planned Development. The full list of requested modifications identified by the applicant at this time are included in the attached application packet and are summarized below:

- Increase to the construction work hours allowed by the Village [Village construction hours - Monday to Friday: 8am-8pm / Saturday: 8am-4pm / Sunday: No construction work]
- Reduction to the minimum lot area required per unit in the R-2 District
- Decrease to the required rear yard for the lot containing the duplex villa buildings at the northeast corner of Adams and Ogden Avenue
- Increase to allowable floor area ratio (FAR) [Included by staff because the calculation method by the applicant needs to be verified and approval of a modification appears to be needed]
- Increase to maximum building height and maximum elevation allowed in the R-2 District for the 285,000 square foot senior living facility
- Reduction to the required number of public parking spaces for public parks
- Allow for reduction to perimeter landscaping required in the rear yards
- Allow for park land and open space requirements to be met as shown on the submitted plans
- Allow for site improvements and building architecture as shown on the submitted plans
- Allow to not be required to adhere to any Village code updates after the date of this application.

Due to the level of detail provided at for a Planned Development Concept Plan, additional information will be needed with future submittals for staff to confirm all bulk requirements and Village codes are met. As is usual, bulk requirements such as floor area ratio, elevations, and building height, will be verified during the Detailed Plan submittal. The applicant has provided preliminary estimates for review by the Board of Trustees as part of the current submittal. Additional modifications to the code may be identified in the future for items such as landscaping, sidewalks, and bulk requirements.

It should be noted that the existing bulk regulations for the R-2 District are challenging to apply to the proposed development. The development includes two large lots that contain either a large senior living building or multiple duplex building, while the R-2 District provides regulations that generally apply to much smaller individual lots for single-family detached homes. Also, of note, several of the requested modifications would likely not be required under the IB District (the currently zoning for a portion of the subject property) or the R-5 Multiple Family Residential District (the zoning district for ManorCare to the south across Ogden Avenue and other assisted living facilities in the Village).

Process

This application has been submitted for preliminary consideration by the Board of Trustees for a determination as to whether the application packet merits a hearing and consideration by the Plan Commission.

The purpose for the Planned Development Concept Plan application is to provide the applicant an opportunity to show the basic scope, character, and nature of the entire proposed plan without incurring undue cost. This review serves as an *initial* step prior to scheduling any public hearings for the applicant to present the plan and allow for changes based on the input received throughout the process of approval. Approval of a Concept Plan after a public hearing by the Plan Commission and by the Village Board *binds* both the applicant and the Village with respect to various basic elements of the development listed in Section 11-603(D) of the Zoning Code, such as categories of uses to be permitted, general location of uses, density, architectural style, general location of public and private open space, vehicular and pedestrian circulation, and the scope of public dedications and improvements.

Contingent on an approved Concept Plan, a subsequent Planned Development Detailed Plan would be submitted to refine the elements of the Concept Plan. A Tentative Plat reflecting the subdivision would also be submitted in accordance with Title 11 of the Village Code and Section 11-603 of the Zoning Code.

Discussion & Recommendation

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

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

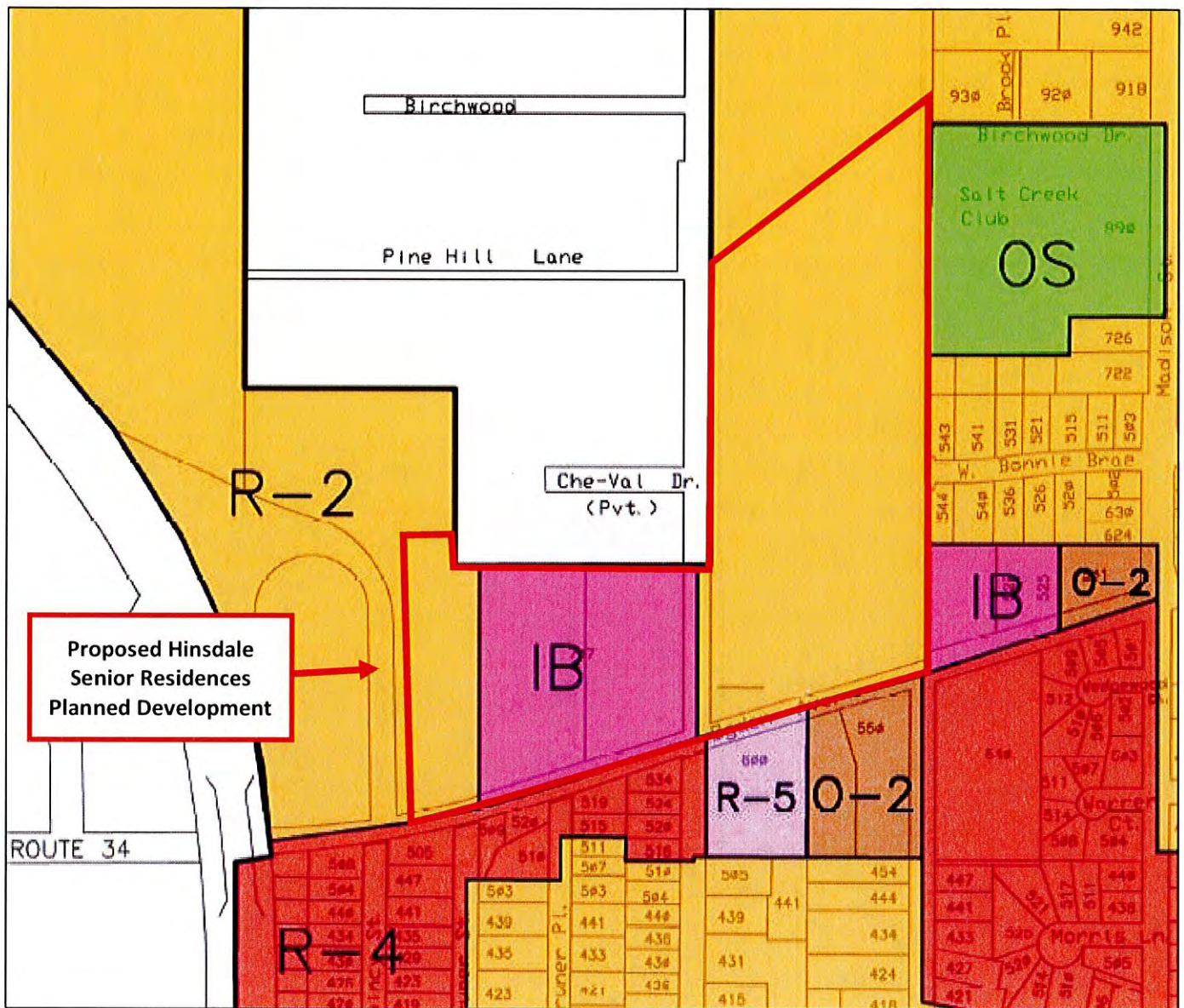
Documents Attached

1. Zoning Map
2. Aerial Map
3. Project Application Packet and Exhibits
 - Project Overview
 - Project Narrative

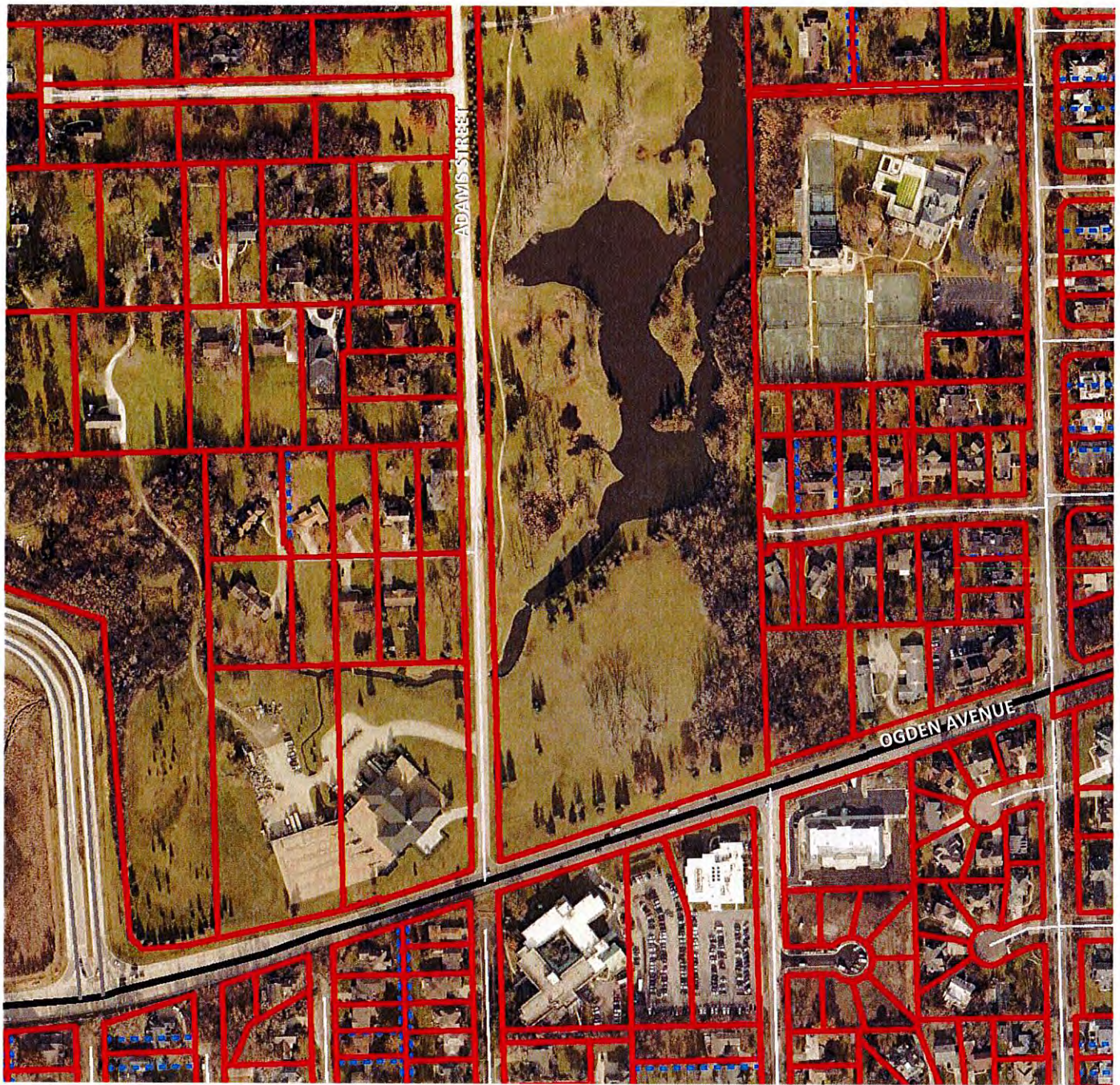
- Preliminary Site Plan, Building Elevations, Renderings, Tree Removal Plan
 - Concept Level Requested Modifications to the Bulk Regulations - Table of Compliance
 - Market Feasibility Study Report
 - Fiscal Impact Executive Summary
 - Applications for Plan Commission, Text Amendment, Special Use Permit, Planned Development Concept Plan, Site Plan and Exterior Appearance Review, and Certificate of Zoning Compliance
4. Previous Site Plan Submitted Under Case A-40-2019 – Presented at the July 8, 2020 Plan Commission Meeting
 5. Previous Site Plan Submitted Under Case A-24-2020 – Presented at the September 8, 2020 Board Meeting

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Village of Hinsdale Zoning Map and Project Location



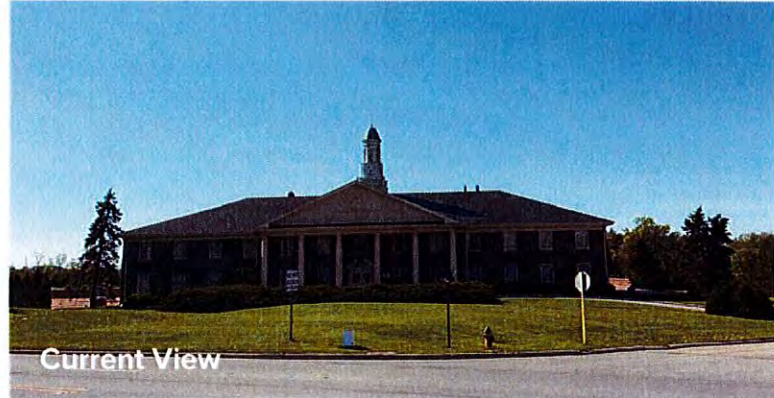
Aerial View – Hinsdale Senior Residences Planned Development



Aerial View – Hinsdale Senior Residences Planned Development



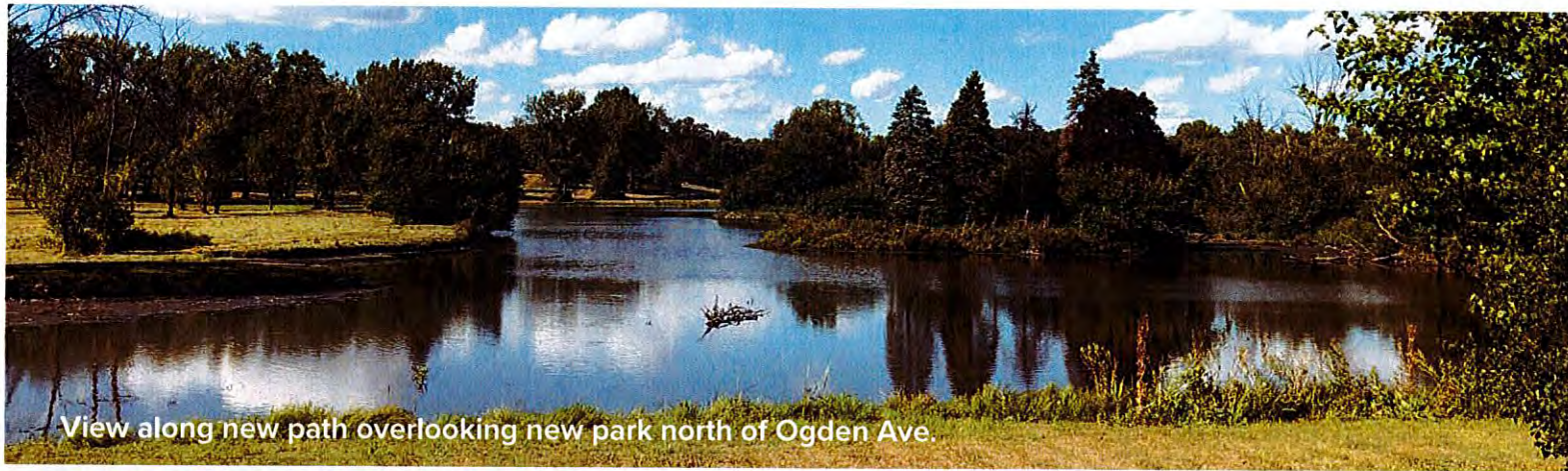
June 2021 Update: Ryan Companies (Ryan) has been collaborating with the Village and community over the past 18 months to replace the IBLP with a new senior living community that provides a high-end option for local seniors. This upgrade to the property provides multiple community benefits. The updated plan, which has been reduced in size to less than what is allowed per code, is the result of Ryan listening over the past 18 months.



Project Summary

- 32.45 acres along Ogden Avenue & Route 83 at the NW corner of the Village
- 11.9 acres of **park space dedicated** to the Village north of Ogden Avenue: walking paths, public parking, benches, scenic landscape and pond for fishing
- 113 independent senior residences, 72 assisted living suite, 40 memory care suites, and 20 villas
- **\$100M investment in Hinsdale**
- Property does not currently generate tax revenue to schools or village. Plan adds approximately **\$20.5M additional tax revenue to School Districts 86 & 181** over 20 years, with **no additional kids**
- In addition to park donation, plan adds approx. **\$1.5M in tax revenue to village** over 20 years
- Building size **less than what is allowed per current zoning** for overall property (excluding new park)
- Generates **less traffic** than what is allowed per current zoning (7.5 acres of institutional zoning & 24.95 of R-2 zoning)
- Building height is 1 to 3 stories, which is **at or less than current zoning** (3-story maximum height)
- Number of **parking stalls exceeds code minimum.**
- Replace existing IBLP facility with an luxury senior living community that meets market demand
- Ryan has agreed to a **partnership with Hinsdale School District 86** to participate in an internship/mentorship program between the senior living community residents/staff and students
- The upfront **membership fee will be waived** (\$4K-\$15K) before and during first year for Hinsdale residents





View along new path overlooking new park north of Ogden Ave.



View along new park space.

Changes since Fall 2020

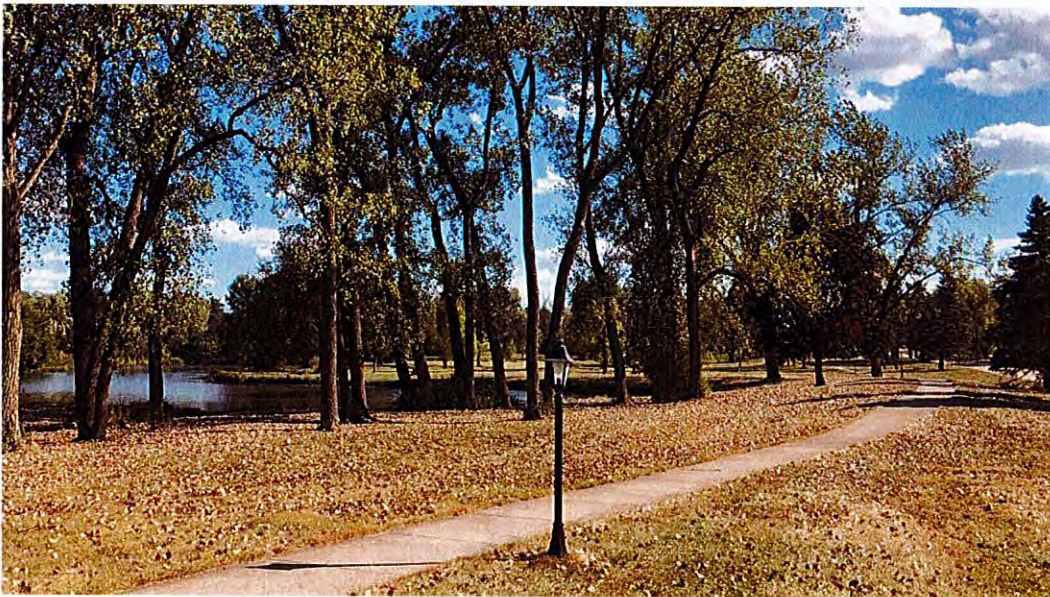
- **Smaller building & less villas:** reduced main building west of Adams by 40,000 square feet & 7 less villas east of Adams. Size of new building is now less than what code allows for overall property.
- **Enhanced building layout** that now faces Ogden Avenue, which provides clearer vehicular movements and better views from residential suites.
- Providing **additional pedestrian walkways** to and within new park space. Added 5 public parking stalls and benches at new park.
- **Increased main building setback from Ogden Avenue** property line (52' to 114' along west side of building; 50' to 181' along east side of building)
- **Increased main building setback from Adams Street** property line (50' to 87').
- Agreed to internship/mentoring **partnership with School District 86**
- **Waiving membership fee** during first year for Hinsdale residents



HINSDALE SENIOR RESIDENCES

HINSDALE, ILLINOIS

PROJECT NARRATIVE



May 19, 2021
Rev. June 24, 2021

I. PROJECT DESCRIPTION

Ryan Companies US, Inc. (Ryan) is pleased to present a new application and plan to the Village of Hinsdale that addresses feedback from the community, Village Trustees, Village Plan Commissioners, and Village staff over the past 18 months. The location at Ogden Avenue and Adams Street in Hinsdale is currently owned and operated by the not-for-profit organization Institute of Basic Life Principles (IBLP). This re-visioned \$100M development is a result of Ryan listening and adjusting the plan over the past 18 months. Shown below are a few notable items regarding the new application.

- 32.5 acres along Ogden Avenue & Route 83 at the northwest corner of the Village.
- 11.9 acres of scenic park space dedicated to the Village north of Ogden Avenue. Ryan has heard consistent feedback from the community that there is a lack of public park space north of Ogden Avenue. Ryan will improve the 11.9 acres with additional walking paths, public parking, and benches.
- 113 independent living senior units, 72 assisted living units, 40 memory care units and 20 independent living senior villas.
- Since IBLP is not-for-profit, the property is not currently a tax generator for the Village. This development will generate approximately \$20.5M of additional tax revenue to School District 86 and 181 over 20 years, with no additional kids. In addition, the Village will receive approximately \$1.5M over the same period.
- The property is currently zoned R-2 residential and IB Institutional. The proposed building size is less than what is allowed per current zoning for the overall property (excluding the park dedication space).
- The traffic generated from the proposed development will be less than what is allowed per current zoning (7.5 acres of institutional & 24.95 of residential).
- The proposed building height is 1 to 3 stories, which is at or less stories than current zoning (3-story maximum height).
- The number of proposed parking stalls exceeds code minimum.
- The development will replace the existing IBLP building with an upscale senior living community that offers a full continuum housing choice not currently available in the community. There is market demand for this type of housing option in Hinsdale.

Shown below are a few notable items that changed since our application last fall:

1. Less Density: The main building size has been reduced by 42,000 square feet and the overall unit/villa count has been reduced from 267 to 245. Current code allows new building size for the overall property of 309,994 square feet. Proposed overall building size is 308,000 square feet, which is less than what current code allows.
2. Public Benefit: Three additional public benefits have been added to the plan:
 - a. The new plan includes improvements to the dedicated Village park, which include 10 new public parking stalls, new walking paths and park benches.
 - b. The senior living community will provide priority to Hinsdale residents by waiving the community fee (\$4,000-\$10,000) to Hinsdale residents for any pre-opening reservations and during the 1st year of opening.
 - c. The senior living community will coordinate with the local high schools to offer job fairs and internships for students interested in the healthcare field.

3. Increased setbacks: Due to building size reduction and reconfiguration, the building setbacks have been dramatically increased:
 - a. Increased building setback from Ogden Avenue from 50 feet to 114-181 feet (varies). For reference, the existing building is 85 feet away from property line (proposed building is 181 feet away from the property line at this location).
 - b. Increased building setback from Adams Street property line from 50 feet to 87 feet.

Show below is a timeline of the process to-date:

12/9/19	Submit concept plan, supporting documents & applications to Village
1/7/20	Village Board meeting – concept plan presentation & feedback
1/28/20	Village Board meeting – concept plan presentation & feedback
March '20	Ryan goes under contract with seller for 21 acres east side of Adams
3/10/20	Submit updated concept plan, supporting documents & applications to Village
6/10/20	Village Plan Commission meeting - concept plan presentation & feedback
7/1/20	Submit updated concept plan, supporting documents & applications to Village
7/8/20	Village Plan Commission meeting – request continuation
8/4/20	Community Open House hosted by Ryan to gather community feedback
8/12/20	Village Plan Commission meeting – request continuation
8/27/20	Ryan withdraws zoning applications for 16.8 acres
9/8/20	Ryan submits new application for 32.5 acres
9/15/20	Village Board meeting – concept plan presentation & feedback
10/6/20	Village Board meeting – concept plan presentation & feedback
10/12/20	Community Open House hosted by Ryan to gather community feedback
November 2020 – May 2021:	Ryan negotiating with IBLP, redesigning site plan, redesigning building.

II. OWNERSHIP

Ryan will be a co-owner, general contractor, and developer for the development at the northwest corner of Ogden Avenue and Adams Street, and Life Care Services (LCS) will be a co-owner and operator. Ryan, regionally located in Westmont, has been in business for over 85 years and provides real estate development, design, general contracting, asset management and property management services throughout the Country. LCS is a national senior housing owner and operator, headquartered in Des Moines, Iowa. LCS has been in business since 1971 and is the second largest operator serving seniors in the Country. LCS manages over 130 communities and over 32,000 residents. Hinsdale Senior Residences will be the twelfth overall for the Ryan/LCS partnership. Both Ryan and LCS bring expertise to this development that the Village and local seniors will appreciate.

III. DAY-TO-DAY OPERATIONS

The proposed development will provide housing and amenities for independent seniors, as well as seniors in need of assisted living care and memory care. Life Care Services, a national leader in senior housing management, will be the building operator as well as ownership partner. Included in the monthly rate are meals for independent residents, while the assisted living and memory care residents will be served three meals per day. Each of the three levels of care will have their own dining venue to eat and socialize. Monthly housekeeping services will be provided for independent residents, while weekly housekeeping service will be provided for the assisted living and memory care residents, with daily spot cleaning provided for all residents. Weekly laundry (flat linens) will be provided for all assisted living and memory care residents. Each independent living suite includes a washer and dryer. Life Care Services will establish a comprehensive program that will meet the social, spiritual, emotional, and physical needs of the residents to provide an active and quality

lifestyle for the residents who wish to participate. The residents of the senior living villas will be able to use the building amenities as they wish.

IV. BUILDING DESCRIPTION

The IBLP regional office is located at the northwest corner of Ogden Avenue and Adams Street. This existing maximum 3-story building consists of 28,000 square feet over the top two floors and an additional 63,680 over the first floor. The entire building will be removed as part of the development. The proposed maximum 3-story senior living community will consist of 225 units (113 independent living, 72 assisted living and 40 memory care), along with an additional 20 villas at the east side of Adams Street. The building and surrounding berms/landscaping have been purposefully designed so that the building height is 3-story maximum height with large setbacks. The proposed 3-story building varies 114-181 feet from the Ogden Avenue property line. This is significantly more than the 35-foot setback that current zoning requires and more from the 85-foot setback where the existing building is positioned. The exterior of the new senior living building will consist primarily of brick, cement fiber board and decorative trim. It is important that the building has the proper mix of materials that result in an inviting residential pallet. Hinsdale Senior Residences accomplishes this residential pallet and material mix. The senior residences will range in size between 300 square feet and 1,700 square feet. Beneath the building includes 35 garage spaces for residents. Approximately 35% of the building is non-rentable space and amenity space for the residents. Amenities include bistro serving coffee and sandwiches, separate dining venues, art studio, wellness and fitness center, movie room, beauty salon, large multipurpose room that is available to the public for meetings with management approval, pub, and ample living room space for socializing. Upon entering the building during normal business hours, a concierge will welcome residents within the main lobby and direct visitors. The memory care area has been thoughtfully designed to give quality service to each of the residents. This controlled area includes an interior courtyard and ample interior common space with lots of outside light for the residents.

The design and construction will include many “green” initiatives, some of which include:

1. Stormwater management systems that reduces pollutants prior to leaving the property
2. Energy Star appliances
3. Low VOC finishes throughout the building for superior air quality
4. Low flow plumbing fixtures
5. A construction waste program that emphasizes recycling
6. Site lighting shields to eliminate light pollution
7. High efficiency heating and cooling units for the building

V. SITE DESIGN

The 32.45-acre property in Hinsdale is located at the northwest and northeast corner of Ogden Avenue and west of Adams Street. The 11.45 acres west of Adams Street currently includes a building with an existing footprint of 63,680 square foot. A notable site restriction is that floodplain/floodway/wetland buffers include approximately 20% of the 11.45 acres. In addition, the site topography varies from 715 elevation to 683 elevation, which creates engineering challenges.

The subject property does not incorporate any intentional stormwater detention under existing conditions. The proposed development will include stormwater best management practices and detention, which will reduce and improve the water quality runoff. The plan includes an additional 2.1 acres in Oak Brook, which will be used for floodplain compensatory storage which will further improve the stormwater management in the area. Additionally, currently there is a stormwater culvert with flowing water beneath the building. The plan includes improving this by re-routing the stormwater around the proposed building. As part of the permitting process, the site will be engineered to have no negative upstream or downstream impacts.

Based on our experience, sufficient parking is being proposed for the senior residents, visitors, and staff. Shown below is the detail of what Village code requires compared to what is being proposed. The amount of proposed parking exceeds Village code requirements.

Parking Per Section 9-104(J)(1) Village Zoning Code:

	<u><i>Independent Living: "Senior Citizen Housing"</i></u>
153	1 for each dwelling unit (113+20) plus 1 for each 2 employees (40 1 st & 2 nd shift employees including part-time)
	<u><i>Assisted Living/Memory Care: "Nursing & Personal Care Facilities"</i></u>
70	1 for each 3 beds (128 beds) plus 1 for each licensed practitioner, not including nurses and assistants (0), plus 1 for each additional 2 employees (54 1 st & 2 nd shift employees including part-time)
223	Total Parking Spaces Required Per Village Code
199	Parking Spaces Provided West of Adams
<u>70</u>	<u>Parking Spaces Provided Near/In Villas</u>
269	Total Parking Spaces Provided

In addition, 10 public parking spaces are being provided within the 11.9-acre park parcel. Village code requires the following for park vehicular spaces: *"None for the first acre; plus 5 for each additional acre up to 5 acres; plus 5 for each acre in excess of 5 acres; plus 1 for each 5 persons of design capacity of any structure or facility located in the park"*. The 11.9 acres of park would require 55 parking stalls, which seems very excessive. There is 3.9 acres of future park space between the pond and Adams Street. The 3.9 acres calculates at 20 public parking spaces. The plan shows 10 public parking spaces along Adams Street, which seems appropriate, especially since the plan includes pedestrian connectivity to Bonnie Brae and future development to the north. 10 public parking spaces seems appropriate given the extent of floodway limitations while providing public park amenities...it's a nice balance to provide a preservation of natural open space.

There are currently two curb cuts along Adams Street for the 11.45 property west of Adams and no curb cuts for the 21-acre property east of Adams. The northern curb cut along the west side of Adams Street will be used, and the southern curb cut will be shifted further from Ogden Avenue. A new curb cut will be provided along the east side of Adams Street. Very few assisted living residents will drive, and memory care residents do not drive. Many of the independent seniors do not drive during peak traffic hours and tend to carpool with other residents. The traffic count and peak traffic flow from the development should have very limited impacts. It was determined by a traffic engineer V3, a local professional engineering firm, that the peak hour in the morning is 7:45am to 8:45am and the peak hour in the afternoon is 4:30pm to 5:30pm. V3 has concluded that the proposed development does not warrant any improvements per the Illinois Department of Transportation (IDOT) manual. Nonetheless, it is Ryan's intention to widen the intersection and incorporate a designated left and right turn lane from Adams Street to Ogden Avenue. This is subject to Illinois Department of Transportation (IDOT) approval and Village permits shall not be contingent on this approval (meaning, if IDOT does not approve, the Village still provides approvals/permits). We have heard some concern from the Fullersburg residents to the northeast that the proposed development will increase traffic along Madison Street. Even though the Madison Street and Ogden Avenue intersection includes a traffic signal, it is Ryan's opinion that it is unlikely residents/staff/guests will routinely drive north on Adams Street to Spring Road, east on Spring Road, and south on Madison Street to the Madison/Ogden signalized intersection (total of 2.3 miles).

V3 also provided a plan included in this submittal that shows what could be constructed per current zoning classification and code (As-Of-Right Plan). Conclusions are shown below. It notable that the proposed senior living development generates less traffic during peak hours than what could be built per current zoning classifications and code.

As-of-Right Zoning Trip Generation

LUC	Land Use	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
710	General Office	164,215 SF	156	25	181	29	153	182
210	Single Family Detached Housing (East of Adams Street)	6 Units	2	7	9	4	3	7
210	Single Family Detached Housing (West of Adams Street)	10 Units	3	9	12	7	4	11
Total Trips Generated			161	41	202	40	160	200

Proposed Senior Living

LUC	Land Use	Size	Weekday AM Peak Hour			Weekday PM Peak Hour		
			In	Out	Total	In	Out	Total
252	Senior Adult Living - Attached	113 Dwelling Units	7	15	22	16	13	29
254	Assisted Living	129 Beds	15	10	25	13	21	34
Sub-Total:			22	25	47	29	34	63
252	Senior Adult Living - Attached	20 Dwelling Units	1	3	4	4	3	7
Sub-Total:			1	3	4	4	3	7
Total Trips Generated			23	28	51	33	37	70

VI. ZONING

Ryan will be purchasing approximately 32.5 acres within the Village of Hinsdale. Approximately 7.5 acres west of Adams street is currently zoned I-B institutional building, 3.95 acres west of Adams is zoned R-2 single-family residential and 21 acres east of Adams Street is zoned R-2 single-family residential (of which 11.9 acres will be dedicated to the Village for park). The plan is to provide a senior living community with villas within the 20.56 acres (9.11 acres east of Adams & 11.45 acres west of Adams). It is proposed to rezone the 20.56 senior living property from R2/IB to R2-PD. The 11.9 acres to the Village would be rezone from R2 to OS (Open Space), similar to other parks within the Village.

Please see the attached Bulk Regs Table for the requested concept modifications. Shown below are a list of modifications with explanation of each:

1. **Minimum Lot Area Per Unit:** The property is currently a mix of IB zoning and R2 zoning classification. There is not a minimum lot area per unit requirement in the Village code for IB zoning. There is minimum of 20,000sf lot size per unit for R2 zoning. So there technically isn't a required minimum lot area per unit requirement. Nonetheless, the applicant is showing that the property will be 3,656sf per unit. For perspective, R5 zoning allows 3,000sf per unit Senior Citizen/Independent Living use (54% of the unit mix) and 2,000sf per unit for Nursing Care/Assisted Living/Memory Care (46% of the unit mix). This calculates at 2,540sf per unit, which is less than the proposed 3,656sf per unit. A density of 3,656sf per unit seems reasonable to the applicant.
2. **Minimum Rear Yard Setback:** R2 zoning requires rear yard building setback of the greater of 25 feet or 15% of the lot depth. 1-story villas are being proposed east of Adams, and the plan is to keep all villas within one lot and not subdivide. Subdividing is not necessary since all the villas are under one ownership. Since the applicant is not subdividing the villas east of Adams Street into separate lots, the one larger lot results in a larger rear yard building setback of 98 feet. The plan shows a villa rear yard setback of 64 feet to the east property line. This seems reasonable to the applicant since the villas are only 1-story and the eastern property line is heavily wooded.
3. **Maximum Height (measured to maximum mean roof height) and Maximum Elevation (measured to roof peak).** The Maximum Height of the main building west of Adams is 39 feet, which is 5 feet above R2 code (below the 40 feet Maximum Height in IB zoning). In addition, the Maximum Elevation of the main building west of Adams is 46 feet, which is 2 feet above code. The applicant believes these are reasonable modifications within the planned development due the amount of setback from the property lines and the variation in building positioning. The closest the building gets to the property line along Ogden Avenue is 113 feet and varies at other locations between 181-210+ feet. This is significantly more than the 35-foot setback that code requires. From a land planning perspective, the applicant believes the height is appropriate adjacent to Route 83 & Ogden Avenue, with less height to the east (villas). Since there is a significant building setback from Ogden Avenue and Adams Street, the Maximum Height and Maximum Elevation modification seems reasonable to the applicant.
4. **Perimeter Landscaped Open Space:** Village Code requires that open space should be provided "the depth of the yard required along the lot line in question". This landscaping depth can be provided adjacent to Ogden Avenue, Adams Street, and north property line. But there is a large rear yard setback for reasons stated above, and parking/drive aisles will be within the rear yard setback to the west along Route 83 and parking/drive aisles/villas within the rear yard setback to the east adjacent to the heavily wooded area. This modification seems reasonable to the applicant for the same reasons as rear yard setback explanation shown above. A detailed landscape plan will be provided to staff during final plan review.
5. **Public Parking Spaces within a Park:** Ten public parking spaces are being provided within the 11.9-acre park parcel. Village code requires the following for park vehicular spaces: *"None for the first acre; plus 5 for each additional acre up to 5 acres; plus 5 for each acre in excess of 5 acres; plus 1 for each 5 persons of design capacity of any structure or facility located in the park"*. The 11.9 acres of park would require 55 parking stalls, which seems very excessive. There is 3.9 acres of future park space between the pond and Adams Street. The 3.9 acres calculates at 20 public parking spaces. The plan shows 10 public parking spaces along Adams Street, which seems appropriate, especially since the plan includes pedestrian connectivity to Bonnie Brae and future development to the north.

10 public parking spaces seems appropriate given the extent of floodway limitations while providing public park amenities...it's a nice balance to provide a preservation of natural open space.

VII. PUBLIC BENEFIT

The Hinsdale Senior Residences development will be an asset to the Hinsdale community, which will be the first senior living community in Hinsdale that provides the independent living/assisted living/memory care continuum. Shown below are a list of public benefits:

1. New public park east of Adams Street. There currently is not a Village park north of Ogden Avenue for Village residents to enjoy. This beautiful park setting will provide a meaningful public benefit. The new plan includes improvements to the dedicated Village land, which include 10 new public parking stalls, new walking paths and park benches.
2. The senior living community will provide priority to Hinsdale residents by waiving the community fee (\$4,000-\$10,000) to Hinsdale residents for any pre-opening reservations and during the 1st year of opening.
3. The senior living community will coordinate with the Hinsdale high schools to offer job fairs and internships for students interested in the healthcare field.
4. Adds approximately 425 construction jobs and a variety of 106 permanent jobs.
5. Provides a continuum of care housing stock not currently available in Hinsdale to meet market demand of aging population.
6. Improves stormwater management in the area. Currently, the property does not have any intentional stormwater management in-place and includes an undersized stormwater pipe beneath the existing building.
7. Replaces the current building with substantially improved architecture from Ogden Avenue.
8. Invests \$100M into a property with development challenges.
9. Since IBLP not-for-profit, the property is not currently generating any tax generating value. The development adds revenue to the Village and schools, without increased kids in schools.
 - a. Approx. \$8.3M additional to School District 86 over 20 years
 - b. Approx. \$12.3M additional to School District 181 over 20 years
 - c. Approx. \$1.5M additional to Village of 20 years

VIII. PARK PARCEL-LAND CONTRIBUTION

Ryan has heard consistent feedback from the community that there is a lack of public park space north of Ogden Avenue. The plan shows 11.9 acres of scenic park space dedicated to the Village north of Ogden Avenue. Ryan will improve the 11.9 acres with additional walking paths, public parking, and benches as shown on the plans. Shown below is the number of anticipated residents once fully occupied based on other Ryan owned nearby senior living communities. Also shown is the land contribution required per Village code and the private open space amount, along with space being dedicated. This satisfies any Village Park Impact Fee and Land Contribution/Open Space requirement. Also shown is an exhibit showing the private and public areas calculated.

	No. Units	% of 1 Residents	% of 2 Residents	Anticipated Residents at 100% Occupancy
1-Bed: Independent Living Suites	55	95%	5%	57
2-Bed: Independent Living Suites	58	67%	33%	77
2-Bed: Independent Living Villas	20	0%	100%	40
Studio: Assisted Living Suites	8	100%	0%	8
1-Bed: Assisted Living Suites	49	95%	5%	51
2-Bed: Assisted Living Suites	15	83%	17%	18
Studio: Memory Care Suites	38	100%	0%	38
Semi-Private: Memory Care Suites	2	0%	100%	4
	<u>245</u>			<u>294</u>

Per Section G.3(a) of Village Zoning Code:

The required amount of land shall be based on 15 acres of land per 1,000 net increase in population

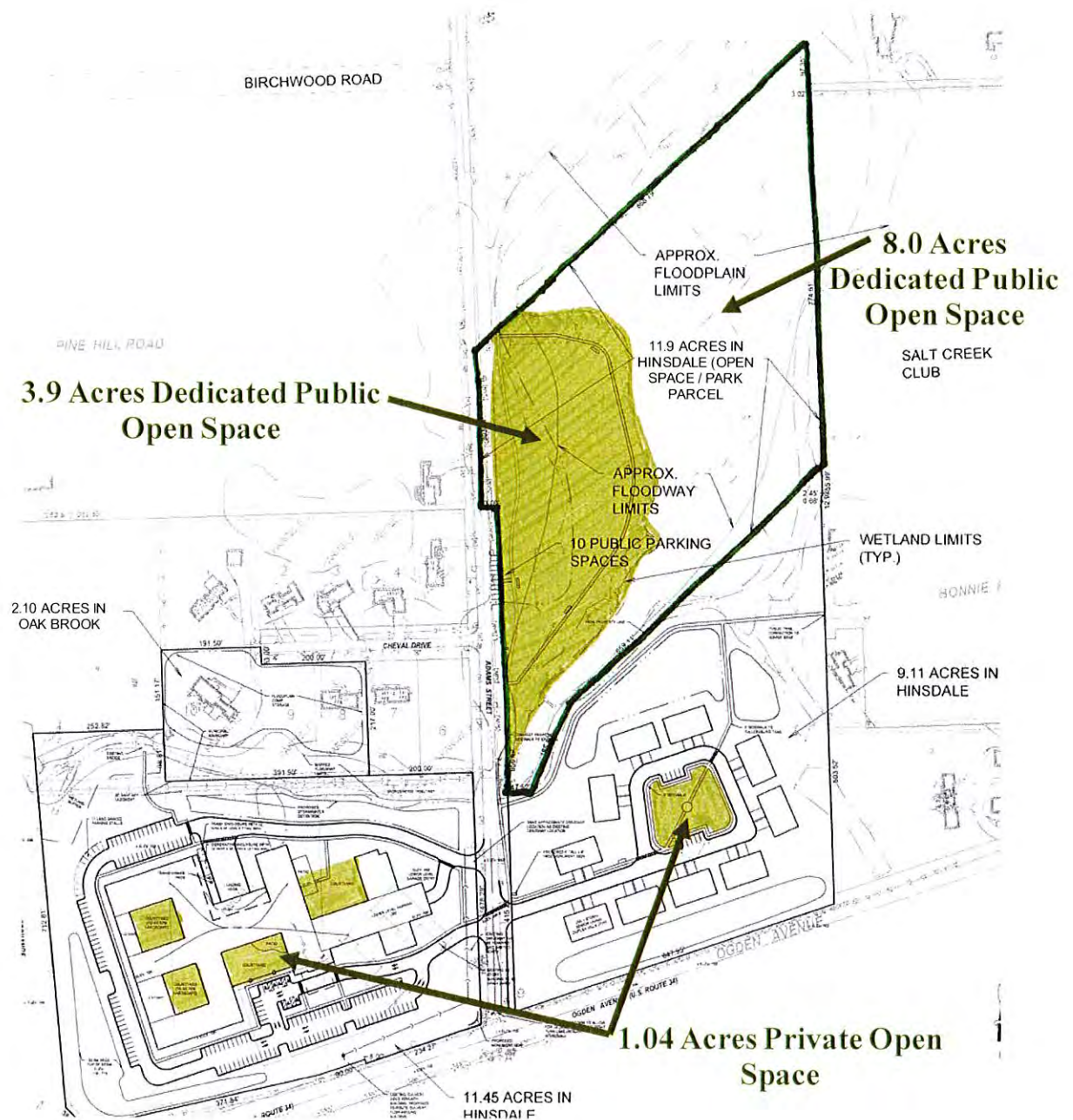
# of lots per current residential zoning	16
average residents per household	3
# of residents per current zoning	48
# of residents at 100% occupancy	294
Net increase of residents	246
Park Land Dedication Required (Acre):	3.7

Per Section G.3(f) of Village Zoning Code:

"When private open space is made permanently available for use on an equal and common basis to every resident in the proposed subdivision at a proportionate share of cost of maintenance and such open space is specifically intended and designed to meet the recreational needs of the subdivision and is depicted on the final plat for the proposed subdivision and recorded against the subject property ("private common open space"), then a 100% credit toward the park land dedication requirement of this subsection shall be allowed to the extent of such private common open space"

Shown below is land area calculated to satisfy the Village Land Contribution/Open Space Requirement & any Park Impact Fee:

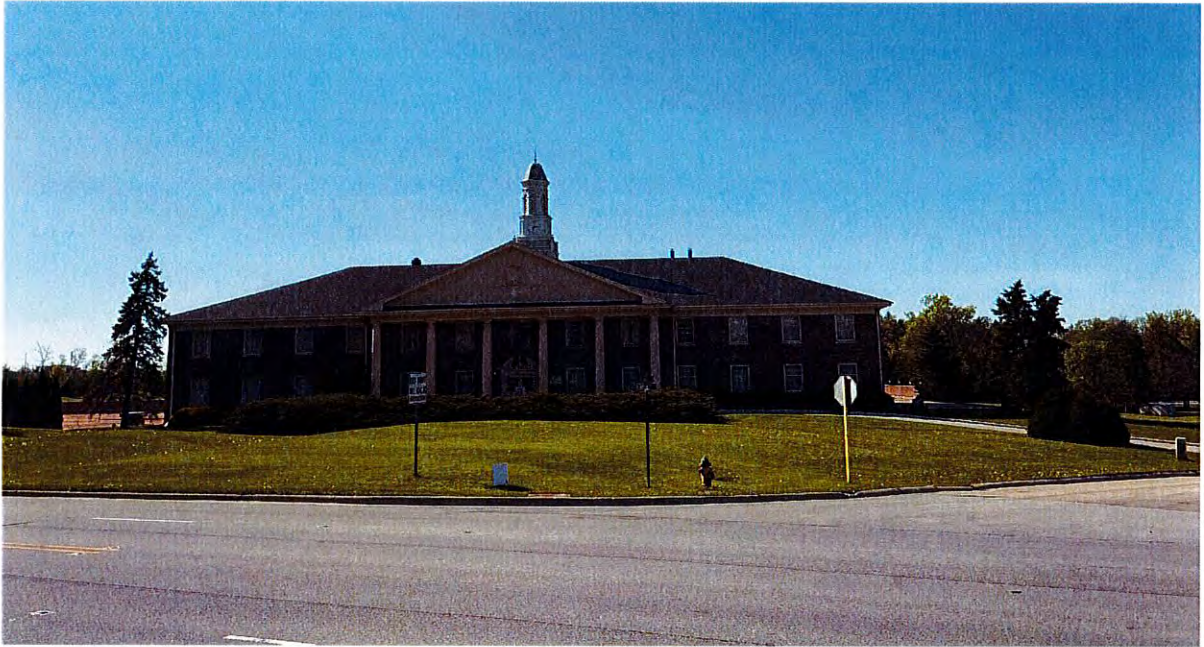
Onsite Private Open Space:	1.04 Acres	45,300 sf
Pond Area For Fishing & Passive Enjoyment:	8.0 Acres	
Area Between Pond and Adams Street:	3.9 Acres	
Total Park Land Dedicated:	11.9 Acres	



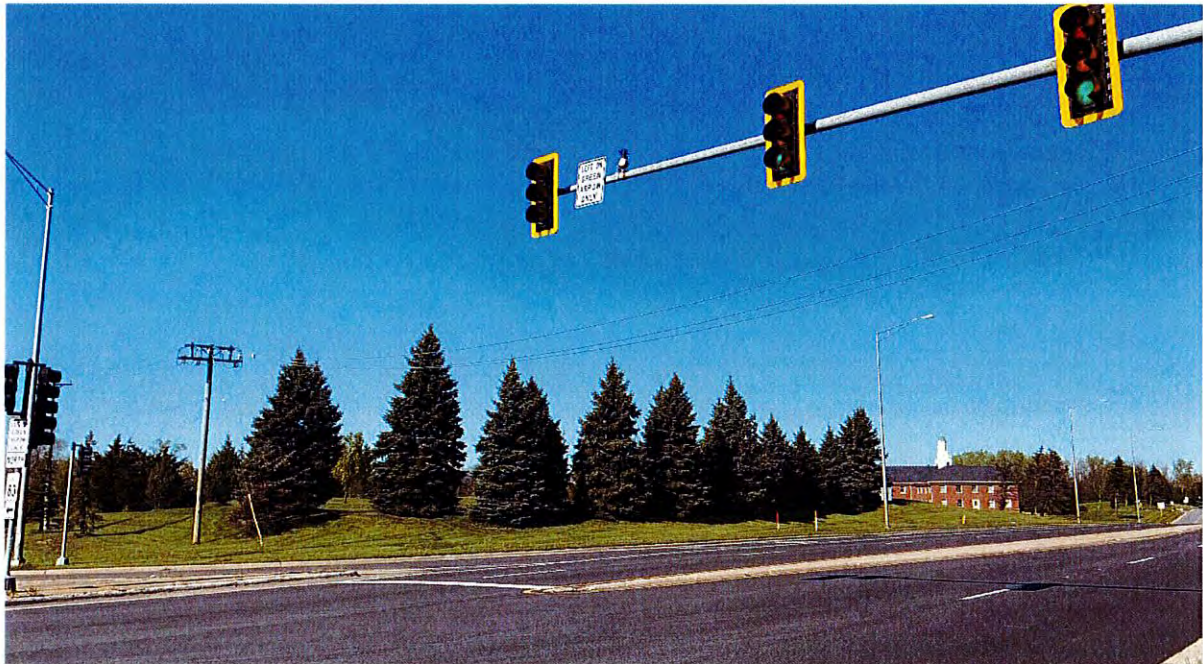
IX. CONCLUSION

Ryan Companies, US Inc. is excited to present this proposed development to the community of Hinsdale and looks forward to the culmination of efforts with the Village and residents of Hinsdale.

View of Existing Compared to Proposed – Ogden Avenue & Adams Street



View of Existing Compared to Proposed – Ogden Avenue & Route 83 Interchange



View of Existing Compared to Proposed – Ogden Avenue Approx. 600 feet east of Ogden/Adams Intersection



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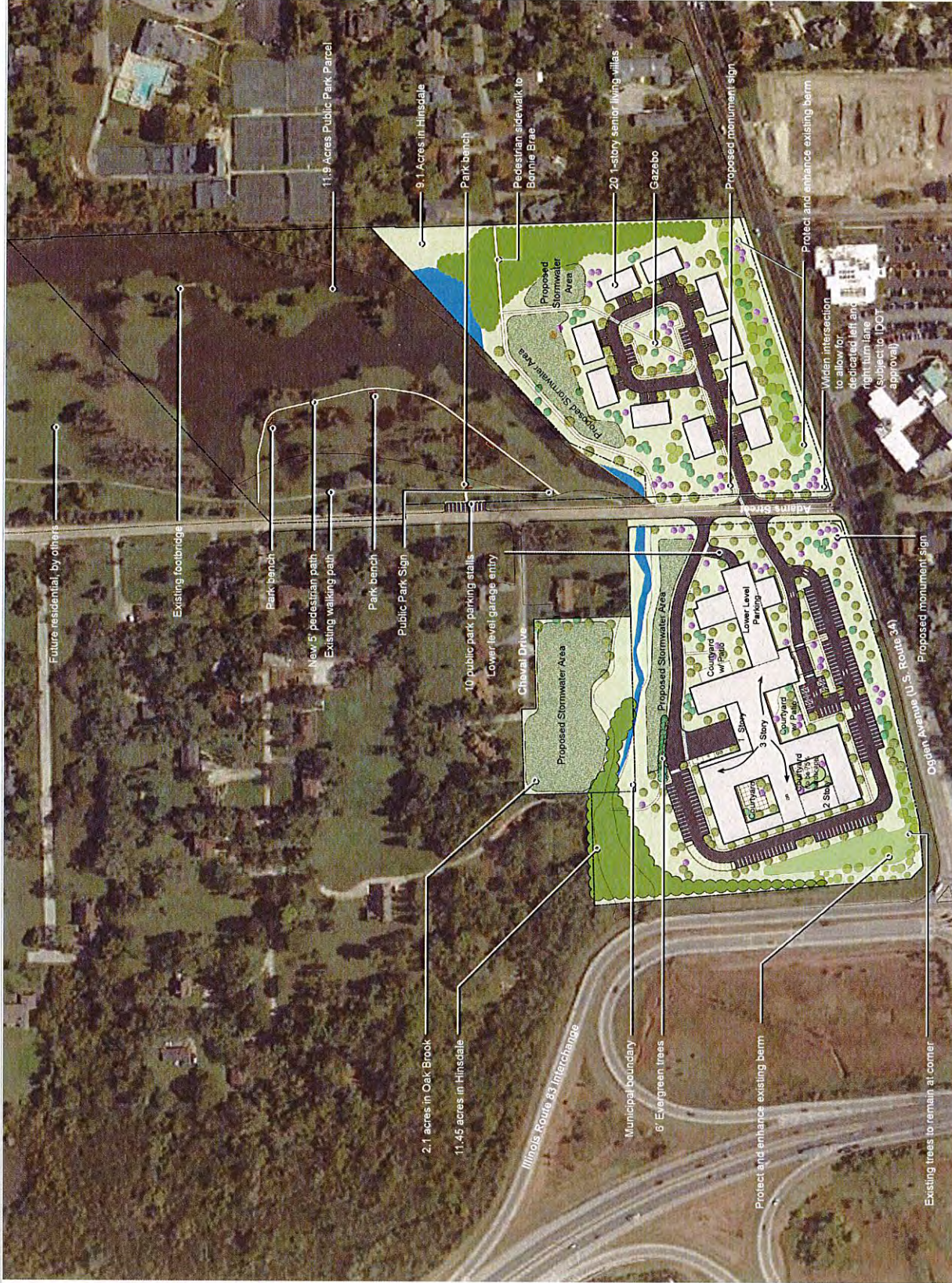
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Hinsdale Senior Residences

Conceptual Site Landscape Plan Hinsdale / Oak Brook, Illinois

Issue Date: June 23rd, 2021

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BUILDING RENDERING VIEW
OF MAIN ENTRY
05/07/2021



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CONCEPTUAL
SITE PLAN
OVERALL
MAY 7, 2021



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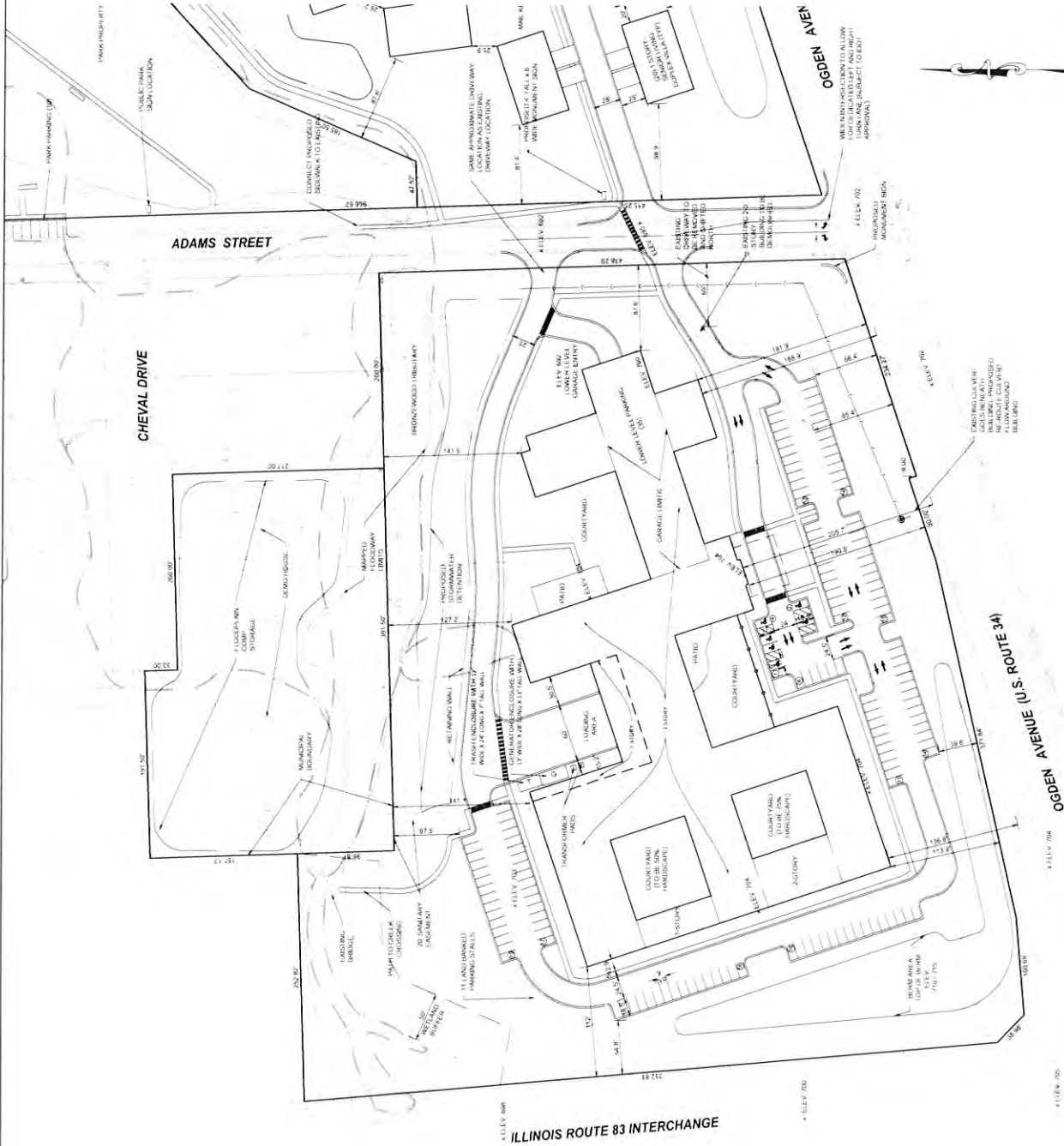


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CONCEPTUAL
SITE PLAN
WEST
MAY 7, 2021



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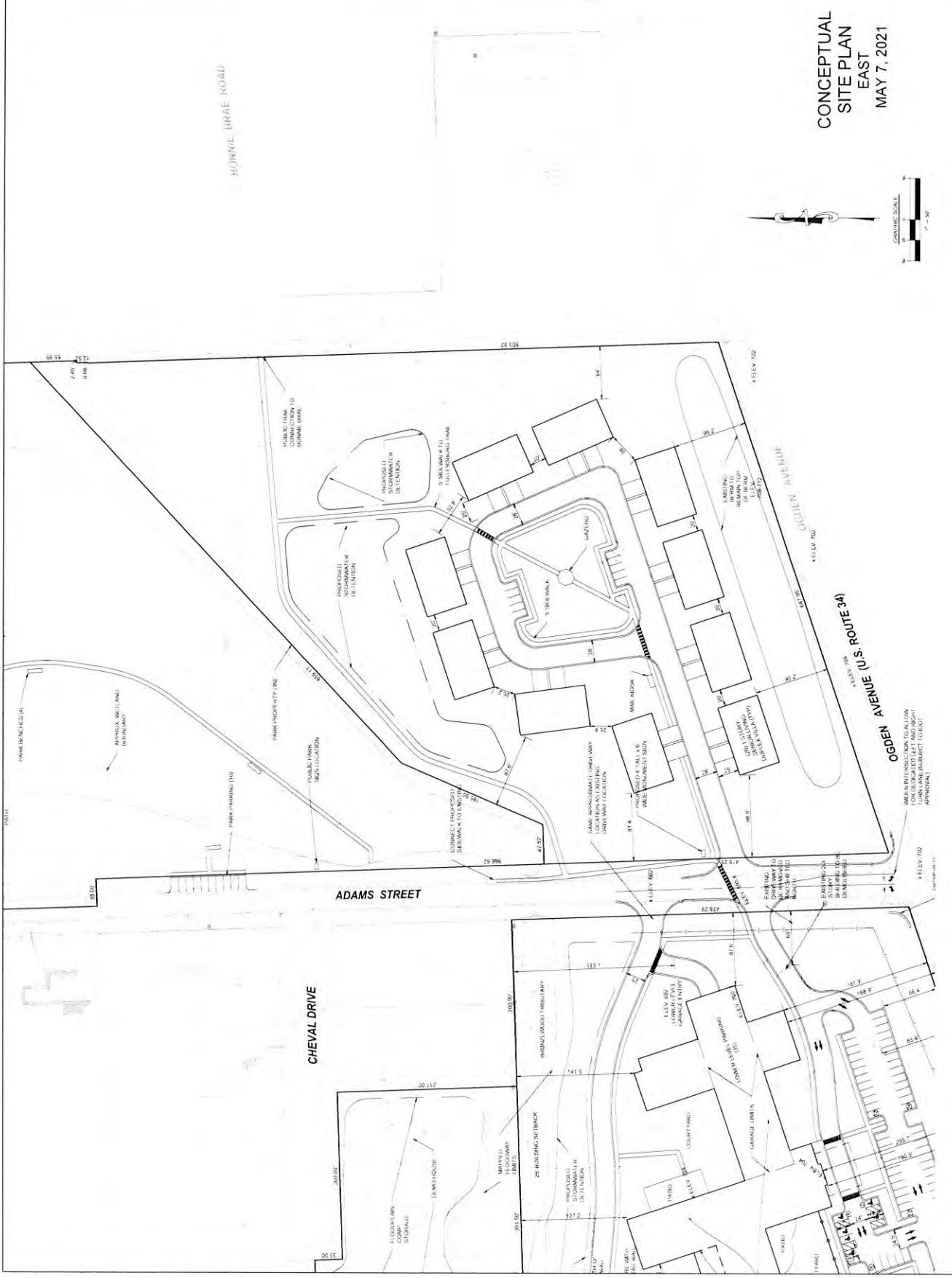
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CONCEPTUAL
 SITE PLAN
 EAST
 MAY 7, 2021



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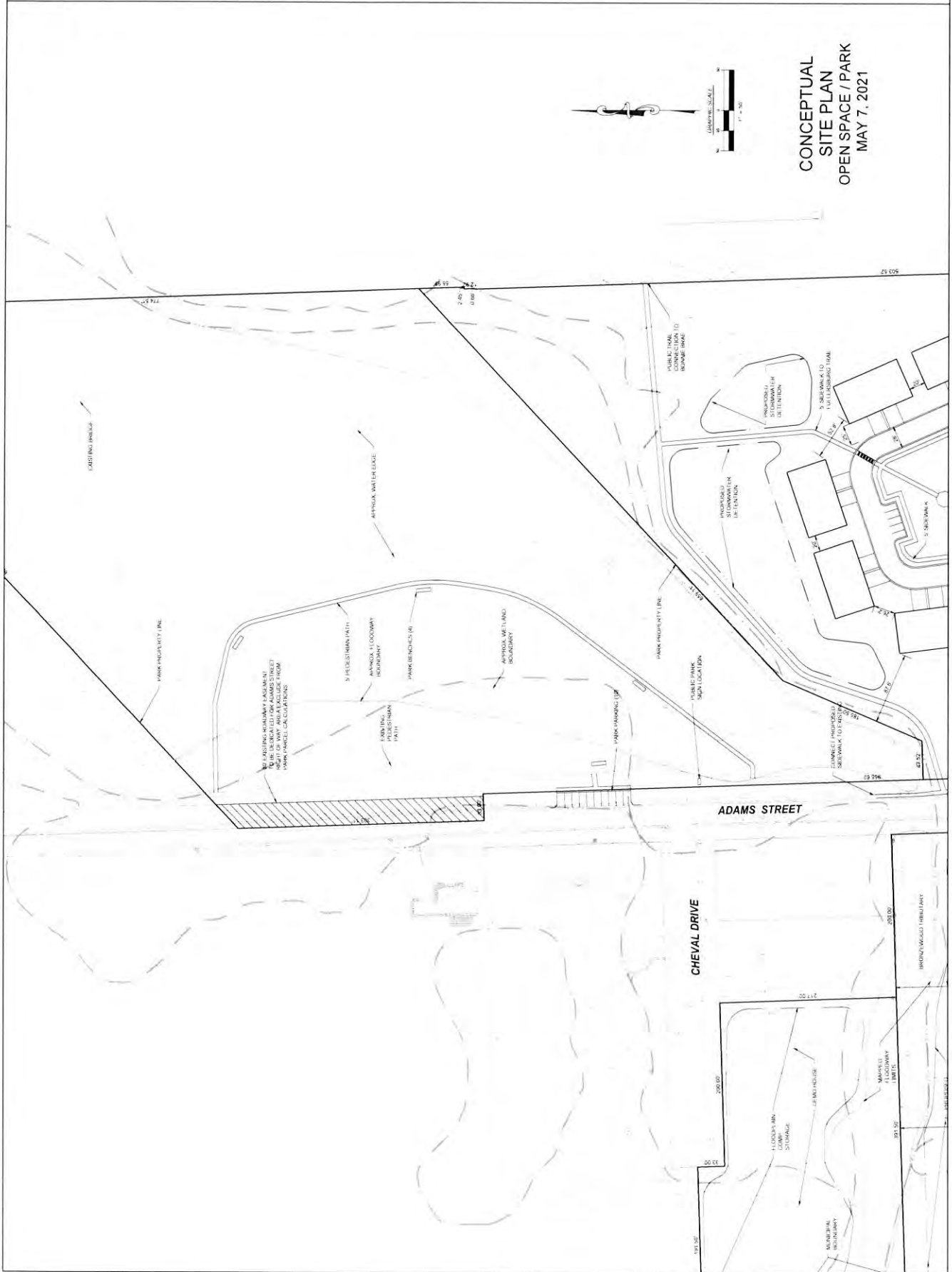
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Hinsdale Senior Residences Preliminary Tree Removal Plan

Hinsdale / Oak Brook, Illinois





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[illegible]

1. Trees to be removed are marked with an "X" in the above list.
2. There is not currently a detailed tree survey for the property east of Adams Street. The tree symbols shown on the plan are approximate locations determined from an aerial image.

Hinsdale / Oak Brook, Illinois



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EXTERIOR BUILDING
ELEVATIONS
06/07/2021



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



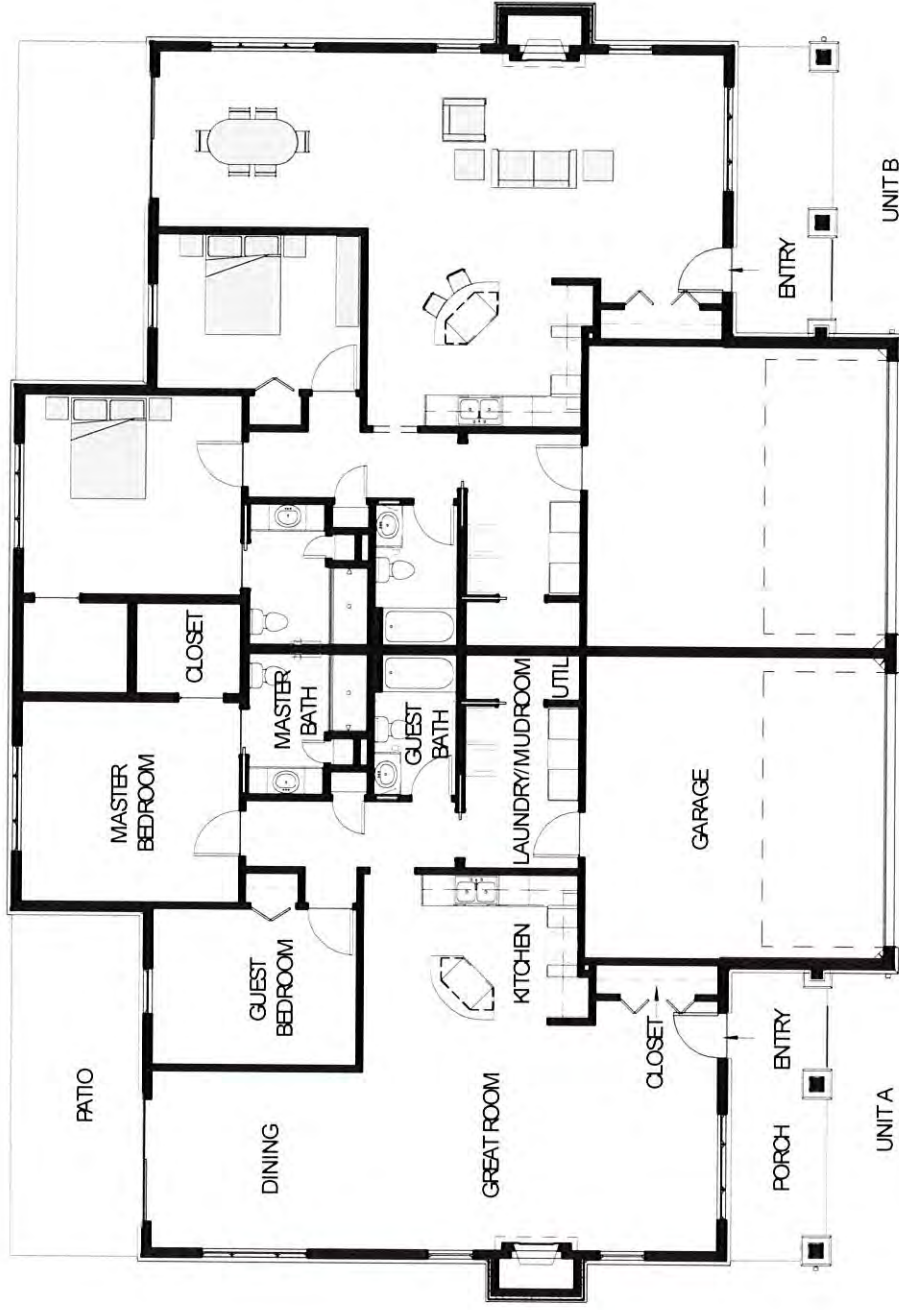
2 EAST ELEVATION - ADAMS
SCALE 1/4"=1'-0"



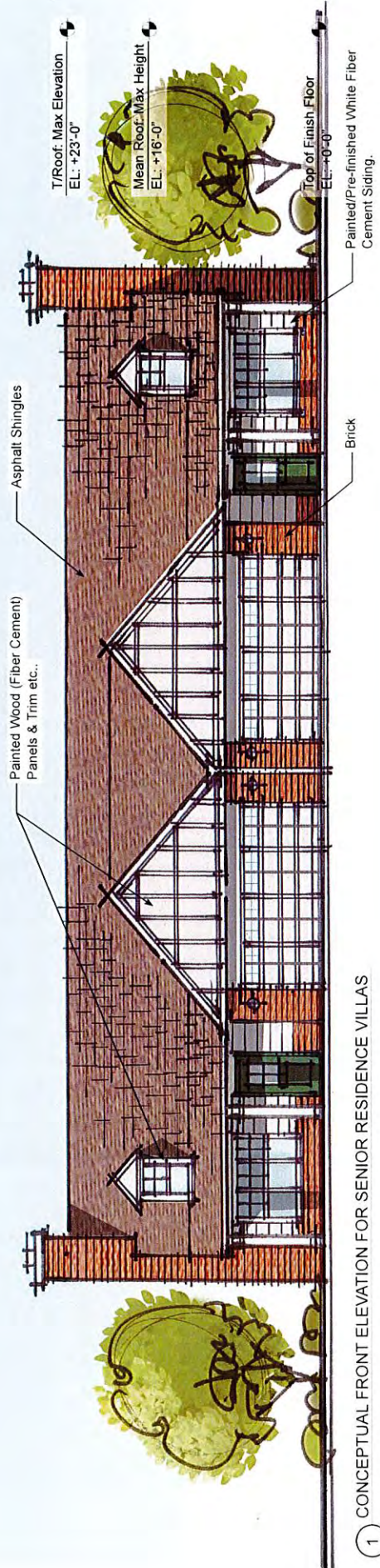
3 SOUTH ELEVATION - OGDEN AVENUE
SCALE 1/4"=1'-0"



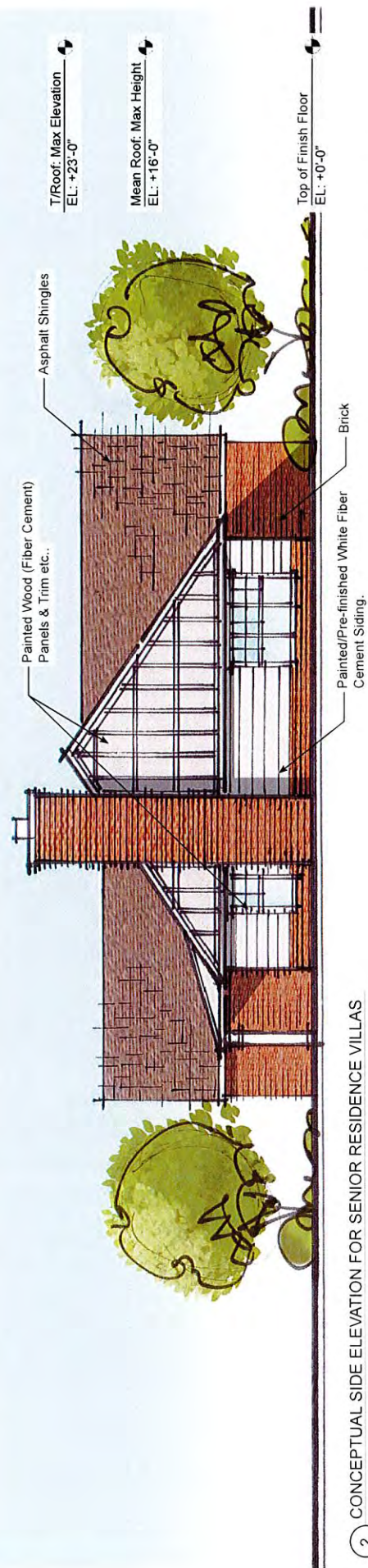
4 WEST ELEVATION - RT 83
SCALE 1/4"=1'-0"



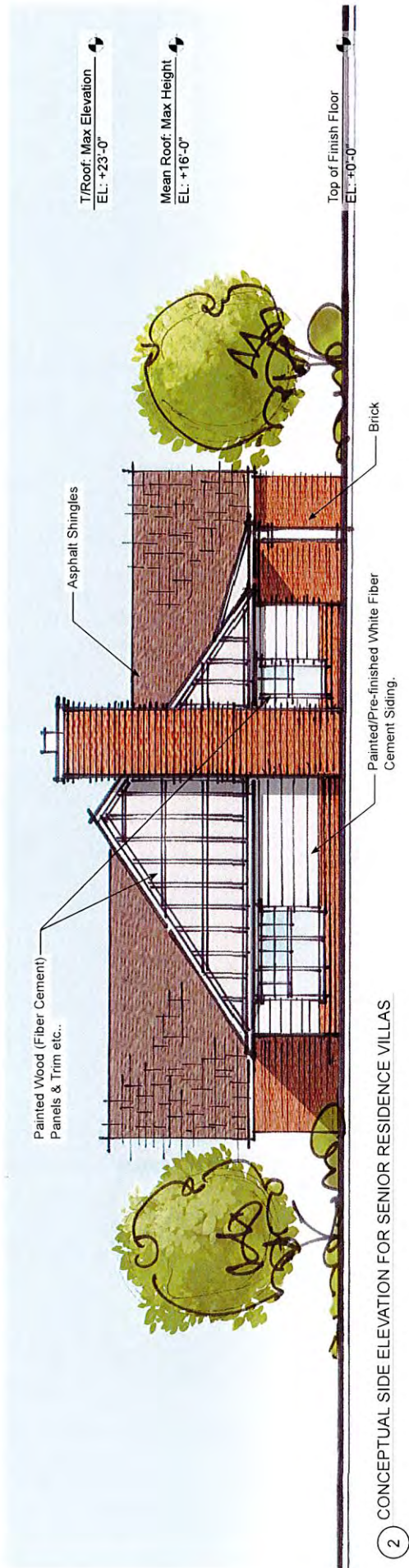
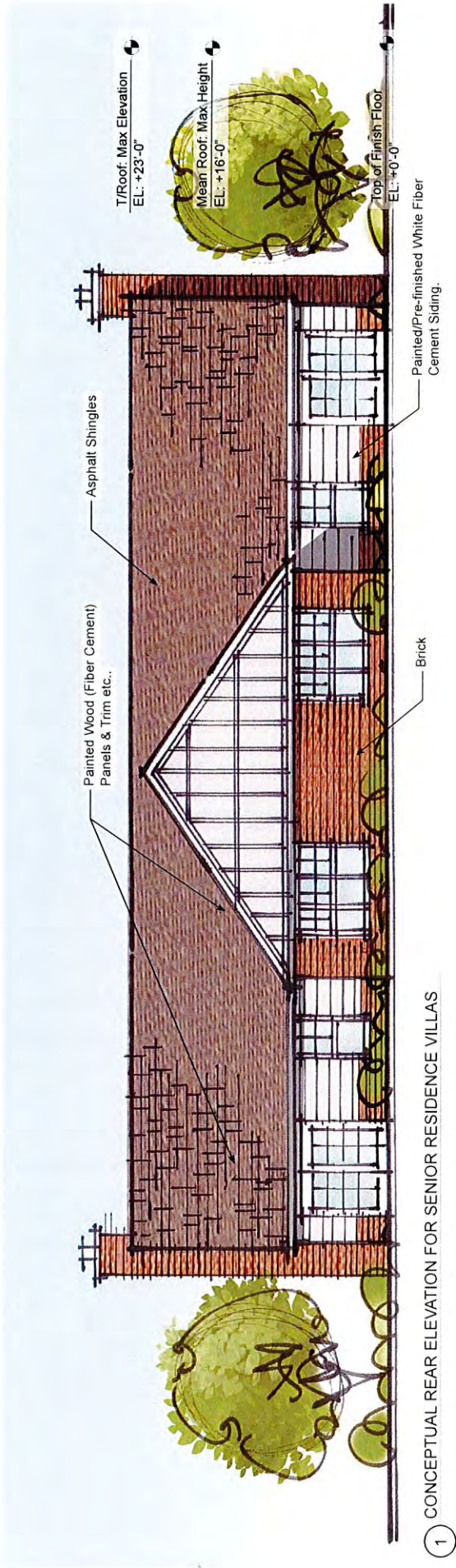
1 CONCEPTUAL FLOOR PLAN FOR SENIOR RESIDENCE VILLAS



1 CONCEPTUAL FRONT ELEVATION FOR SENIOR RESIDENCE VILLAS



2 CONCEPTUAL SIDE ELEVATION FOR SENIOR RESIDENCE VILLAS





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MATERIAL
SELECTIONS
05/07/2021

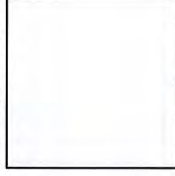
ARCHITECTURAL
SHINGLES



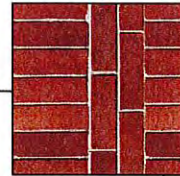
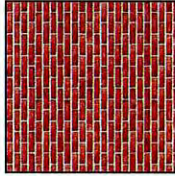
FIBER CEMENT
TRIM BOARD



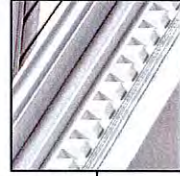
FIBER CEMENT



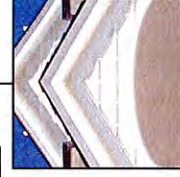
BRICK



BRICK ROW LOCK AND
SOLDIER COURSES AT
SECOND AND THIRD FLOORS

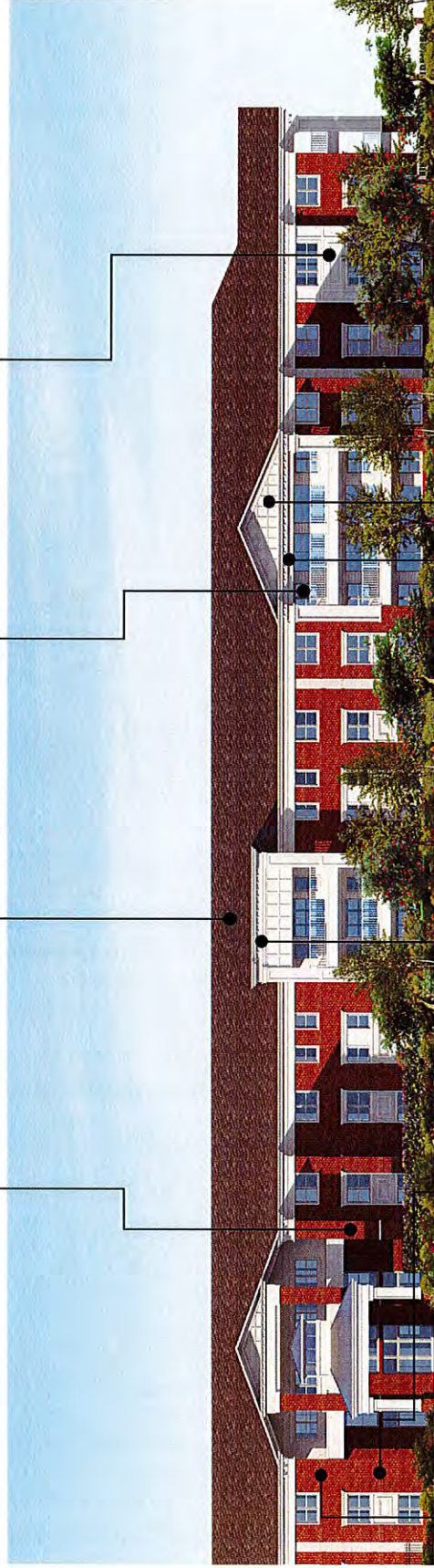


DENTIL ACCENTS AT
GABLES AND PRIMARY
ARCHITECTURAL ELEMENTS



BOARD & BATTEN TRIM
AT GABLES AND PRIMARY
ARCHITECTURAL ELEMENTS
TIED TO DENTIL SPACING

1 ENLARGED NORTH ELEVATION
SCHEDULE



Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

CURRENT/REQUIRED: IB & R2

	7.5 Acres of IB Zoning West of Adams St.		13.1 Acres of R-2 Zoning (4 Acres West of Adams St, 9.1 Acres East of Adams St)	
	50,000sf	20,000sf	20,000sf	20,000sf
Minimum Lot Area				
Minimum Lot Area Per Unit	-	20,000sf		
Minimum Lot Width-Corner Lot ⁽²⁾	200'	100'		
Minimum Lot Depth ⁽³⁾	250'	125'		
Minimum Front Yard (Along Adams St.)	35'	35'		
Minimum Corner Lot Side Yard (Along Ogden Ave.)	35'	35'		
Interior Side Yard For Corner Lot (North Property Line)	25'	50' West of Adams; 42' East of Adams ⁽⁴⁾		
Minimum Rear Yard-Corner Lot (Along Route 83 West of Adams, Along East Property Line East of Adams)	25'	89' West of Adams; 94' East of Adams ⁽⁵⁾		
Maximum FAR	164,215sf: 0.50 FAR	145,779sf: 0.20 of Lot Area FAR + 2,000sf per lot ⁽⁶⁾		
Maximum Building Coverage	-	25%		
Maximum Lot Coverage	-	50%		
Maximum Height (Max Mean Roof Height)	40'	34' ⁽⁸⁾		
Maximum Stories	-	3		
Maximum Elevation	-	44' ⁽⁹⁾		
Perimeter Landscaped Open Space (for Planned Development)	"...such open space shall extend along the entire length of the lot line in question and shall have width equal to ten feet (10') or the depth of the yard required along the lot line in question, whichever is greater. Perimeter landscaped open space shall be broken only by required access drives."			
Private Parking	223 Total Parking Stalls Required			
Public Parking	55 Parking Stalls Required for 11.9 Park, 20 Stalls Required for 4.2 Acres of Park outside of Pond.			

REZONE TO R2-PD

	Shown on Plan East & West Side of Adams St. Separately		Shown on Plan Senior Living Property as R2-PD (Modifications in Red) ⁽¹⁾	
	West of Adams	East of Adams	East & West Side of Adams	
	498,792sf (11.45 acres)	396,831sf (9.11 acres)	895,623sf (20.56 acres)	
	2,216sf/unit (498,792sf/225 units)	19,841sf/unit (396,831sf/20 units)	Modification Compared to R2: 3,656sf/unit (895,623sf/245 units) ⁽¹¹⁾	
	489'	405'	405'	
	838'	621'	621'	
	87'	81'	81'	
	113'	90'	90'	
	127'	88'	88'	
	112'	64'	Modification East of Adams: 64' (30' less than code)	
	0.55 FAR (272,000sf/498,792sf)	0.09 FAR (36,000sf/396,831sf)	0.34 FAR (308,000sf/895,623sf) Compared to 309,994 Per Current Code ⁽⁷⁾	
	21%	11%	17%	
	40%	21%	32%	
	39' with 113' southern side setback & 127' northern side setback	16'	Modification Compared to R2 West of Adams: 39' (5' Above Code), within 40' IB Max. Height.	
	3	1	3	
	46' with 113' southern side setback & 127' northern side setback	23'	Modification Compared to R2 West of Adams: 46' (2' Above Code)	
No modification along Ogden Avenue, Adams Street & North property line. Modification within rear setbacks to the far west (along Route 83) and far east (adjacent to woods). Parking, drive aisles and building (far east) within rear setback.				
	269 Total Parking Stalls Proposed			
	Modification: 10 Total Parking Stalls Proposed			

Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

Footnotes:

- (1) Calculations in this column east and west of Adams Street excludes land being dedicated north of the villas. See Project Narrative for Modifications reasoning.
- (2) Per Village Code, measures as "The shortest distance between side lot lines measured by a line passing through the point of the required front yard line equidistant from the points where the front yard line intersects the side yard lines (measured along the front yard line); provided, however, that the length of the front lot line shall not be less than eighty percent (80%) of the required minimum lot width except for curved front lot lines of legal nonconforming lots of record abutting a cul-de-sac which shall be not less than fifty percent (50%) of the required minimum lot width."
- (3) Per Village Code, measures as "The maximum straight line distance between the front and rear lot lines."
- (4) Per Village Code: 10', or 6' plus 10% of lot width in excess of 50', whichever is more. West of Adams: $6' + (10\% * 489' - 50') = 50'$. East of Adams: $6' + (10\% * 405' - 50') = 42'$
- (5) Per Village Code: 15% of lot depth, min. 25' West of Adams. Approx. 591' Depth along IB portion of property, therefore 89' Rear Setback; East of Adams: 621' Depth, therefore 94' Rear Setback
- (6) The 16 lots shown represent what could be built within current code: 6 R2 lots west of Adams, 10 R2 lots east of Adams.
- (7) The gross lot area was used to calculate FAR. Village Code refers to Net Lot Area. Applicant will coordinate with Village staff during Final Plan review any lot area to exclude from the calculation.
- (8) Per Village Code, Height is defined as "The vertical distance measured from grade to the highest point of the roof for flat roofs, or to the deck line for mansard roofs, or to the mean height between the principal eave and the highest ridge or point for gable, hip, and gambrel roofs, or to the highest point of a structure without a roof. When a parapet wall, a penthouse, or any similar structure is located on the roof of a building with a flat or mansard roof, the building height shall be measured to the highest point of said structure if any part of it extends above the height as measured pursuant to the first sentence of this definition. Notwithstanding the foregoing, the following shall not be considered in determining the height of a building: mechanical equipment; walls or similar structure designed exclusively for the purpose of screening mechanical equipment from view; chimneys and railings; and turrets, widow walks, or cupolas having no exterior length, width, or diameter in excess of nine feet [9]."
- The exact height will be confirmed during Final Plan review. Per Village Code for R2:
 - (i) If smallest side yard provided of 14' or less: 30'
 - (ii) If smallest side yard provided of not less than 14' and not more than 24': 30' plus 20% of the difference between the smallest side yard provided and 14' ...
 - (iii) If smallest side yard of more than 24': 32' plus 10% of the difference between the smallest side yard provided and 24'; but not to exceed 34'
- (9) Per Village Code, Height is defined as "the vertical distance measured from top of foundation to the highest point of a building or structure. For the purposes of this definition:
 - A. "Top of foundation" shall mean a point one foot (1') above the lowest point of the foundation of a building or structure that is either: 1) above grade or 2) visible from the exterior of the building or structure; provided, however, that if the top of the lowest floor joist of the first full story of such building or structure is lower than said lowest point of the foundation, then the top of said floor joist shall be deemed to be the top of foundation; and
 - B. "Highest point of a building or structure" shall mean the point of said building or structure that is located at the highest vertical distance above the top of foundation. Notwithstanding the foregoing, the following shall not be included in determining said highest point: chimneys and railings; and any turrets, widow walks, and cupolas having no exterior length, width, or diameter in excess of nine feet [9]."
- The exact height will be confirmed during Final Plan review. Per Village Code for R2:
 - (i) If smallest side yard provided of 14' or less: 37' plus 0.75' for each foot of side yard provided in excess of 10' and not more than 14', but not to exceed 40'
 - (ii) If smallest side yard provided of more than 14' and not more than 24': 40' plus 20% of the difference between the smallest side yard provided and 14'
 - (iii) If smallest side yard of more than 24': 42' plus 10% of the difference between the smallest side yard provided and 24'; but not to exceed 44'
- (10) No modification for 35' setback adjacent to Ogden Avenue, 35' setback adjacent to Adams Street & 50' (east of Adams) adjacent to North property line. Modification within rear setbacks to the far west (along Route 83) and far east (adjacent to woods). Parking, drive aisles and building (far east) within rear setback. Sidewalks, stormwater detention, utility structures & monument structures allowed within Perimeter Landscaped Open Space.
- (11) For perspective, R5 zoning allows 3,000sf per unit Senior Citizen/independent Living use (54% of the unit mix) and 2,000sf per unit for Nursing Care/Assisted Living/Memory Care (46% of the unit mix). This calculates at 2,540sf per unit, which is less than the proposed 3,656sf per unit.



CLA (CliftonLarsonAllen LLP)
220 South Sixth Street, Suite 300
Minneapolis, MN 55402-1436
612-376-4500 | fax 612-376-4850
CLAconnect.com

September 8, 2020

MEMORANDUM

TO: Brandon Raymond
Ryan Companies US, Inc.

FROM: Peter Baum
CliftonLarsonAllen LLP

RE: Hinsdale, Illinois Market Feasibility Report Summary

Introduction

Ryan Companies US, Inc. ("Ryan," "you") engaged CliftonLarsonAllen ("CLA," "we") in June 2020 to conduct a market feasibility study for senior housing at a site in Hinsdale, Illinois. That study, completed in August 2020, found significant demand for all levels of care in the defined primary market area ("PMA").

The study consisted of a demographic analysis including senior population and household growth, household income, and senior household tenure trends, home value analysis, and analysis of current market conditions for market-rate senior housing (including pending projects). The study also provided an estimate of the potential for future demand for the proposed Project.

The following presents a summary of the key findings from the study.

The Project

The site for Ryan's proposed project is located at the northeast and northwest corners of Ogden Avenue and Adams Street in Hinsdale, Illinois. The project is planned to include independent living, independent living villas, assisted living, and memory care assisted living. A PMA made up of 61 census tracts was defined to represent where a majority of potential future residents would originate from, and used as a basis for the demographic and competitor analysis included in the study.

Demographic Analysis

Seniors age 65-and-over are estimated to total 53,840 persons in 2020, representing an increase of 11,919 persons, or 28 percent, from 2010. By 2025, seniors age 65-and-over are projected to total 60,452, a 12 percent increase from 2020 estimates.

The proportion of seniors age 75-and-over in the PMA, compared to the overall population, is estimated to have increased from 2010 to 2020 from 8.1 percent to 9.3 percent. It is projected to increase further to 9.8 percent by 2025. For comparison, the proportion of seniors age 75-and-over in the Chicago Metro Area was 5.3 percent in 2010, estimated to be 6.2 percent in 2020, and projected to be 6.8 percent in 2025 (The Chicago, IL Metro Area includes Cook, DeKalb, DuPage, Grundy, Kane, Kendall, McHenry, and Will counties in Illinois, Jasper, Lake, Newton, and Porter Counties in Indiana, and Lake and Kenosha Counties in Wisconsin).

The estimated median incomes in the PMA were also significantly higher than the Chicago, IL Metro Area. Seniors age 65-to-74 in the PMA had an estimated median income of \$83,326 in 2020. For seniors age 75-to-84, the estimated median income in 2020 was \$54,043, and for seniors age 85-and-over the estimated 2020 median income was \$38,720.

Real estate data from the Chicago Association of Realtors shows that in the Village of Hinsdale, the median sales price was \$854,641 in 2017, \$880,000 in 2018, and \$827,567 in 2019.

Competitive Market Analysis

CLA identified 7 market-rate independent living communities with a total of 1,271 units in the PMA. The weighted average occupancy rate at the time of research was 91.3 percent, excluding one community in the initial lease-up phase.

There were 14 assisted living communities identified with 889 total units in the PMA. The weighted average occupancy at those communities was 91.6 percent at the time of research, excluding new communities in their initial lease-up phase.

There were also 13 memory care assisted living communities identified in the PMA, with a total of 485 units. The weighted average occupancy rate at the time of research was 89.7 percent, excluding new communities in the initial lease-up phase.

CLA contacted staff at city planning departments to determine if any senior housing projects were pending approval or under construction in the PMA. Five total projects offering independent living, assisted living, or memory care assisted living were identified. Only two of the five were under construction at the time of research and therefore included in the unit demand estimations. However, if the additional projects were to move forwards there would still be significant demand for Ryan's project in Hinsdale.

Demand Analysis

- Demand for market-rate independent living units with anticipated resident rates was estimated at 388 units in 2023 and 391 units in 2025.
- Demand for market-rate villa units with anticipated resident rates was estimated at 87 units in 2023 and 121 units in 2025.
- Demand for market-rate assisted living units with anticipated resident rates was estimated at 421 units in 2023 and 449 units in 2025.
- Demand for market-rate memory care assisted living units with anticipated resident rates was estimated at 123 units in 2023 and 132 units in 2025.

The estimated demand shown for each level of care is net of existing units; that is, demand for new development.

Recommendation

Based on the results of the study, CLA recommends Ryan continue with plans to develop a senior living community at the site in Hinsdale.

Disclaimer

The objective of CLA's market study was to collect and analyze as much data on the market as outlined in the Study Objectives and Methodology section of the Study. CLA assumes no responsibility for matters legal in character. Certain information and statistics contained in this Study, which are the basis for conclusions contained in the Study, have been provided by other independent sources. While we believe this information is reliable, it has not been independently verified by us and we assume no responsibility for its accuracy. The conclusions in the Study are based on our best judgements as market research consultants. CLA disclaims any express or implied warranty of assurance or representation that the projections or conclusions will be realized as stated, and disclaims any reliance by, or liability to, any party other than its engagement client. The result of the Project may be achieved, but may also vary due to changing market conditions, changes in facts that were the basis of the conclusions in the Study or other unforeseen circumstances.



Laube Consulting Group LLC
200 S. Wacker Dr., Suite 3100
Chicago, Illinois 60606

Michael S. Laube
mlaube@laubecompanies.com
Direct (312) 674-4537

May 11, 2021

Mr. Brandon Raymond
Ryan Companies

Dear Brandon:

Here is an executive summary of the net 20-year impacts of your proposed 245 unit senior residential development in Hinsdale, Illinois.

The net (cost) benefit over 20-years for each is as follows:

- Village of Hinsdale – Net Benefit of \$1.5 million
- School District 86 – Net Benefit of \$8.3 million
- School District 181 – Net Benefit of \$12.3 million
- Full Time Equivalent Jobs Created by the Project – 106
- Direct Temporary Construction Jobs Created – 427
- Direct Economic Impact - \$60.1 million
- Direct and Indirect Economic Impact - \$130.1 million

The full report delineates all assumptions and conclusions.

Very truly yours,
Laube Consulting Group LLC

DRAFT

By
Michael S. Laube



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

Must be accompanied by completed Plan Commission Application

Is this a: **Map Amendment** ☒ **Text Amendment** ☐

Address of the subject property Northwest & Northeast Corner of Ogden Ave & Adams St

Description of the proposed request: Rezone IB to R-2 & then R-2 to R-2PD & OS

REVIEW CRITERIA

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

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

1. The consistency of the proposed amendment with the purpose of this Code.
See attached for all items.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.
5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.
6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.
7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.
9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.
10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.
13. The community need for the proposed amendment and for the uses and development it would allow.
14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

Hinsdale Senior Residences Map Amendment Responses

The consistency of the proposed amendment with the purpose of this code:

The proposed amendment will allow the site to be developed in an orderly fashion. The amendment will not alter any purpose, goal, objective or standard of the Village code.

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

The vast majority of the existing land uses in north, northwest and northeast Hinsdale are residential. The adjacent property to the north is Oak Brook.

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

The proposed amendment will continue and complement the trend of development.

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

The current zoning classification of IB adversely impacts the economic viability of the property by limiting the marketable land uses.

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

The existing IB zoning does not offer an additional public health, safety or welfare advantages that cannot be achieved in the residential zoning district.

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

The adjacent properties would benefit from the proposed use as the proposed use would better complement their properties. The amendment will not alter the community character of the area.

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

The amendment would result in high quality new senior housing construction in lieu of IB uses which will increase the adjacent property valuation. The amendment would not provide for uses that would negatively affect the adjacent properties.

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

The amendment will have no negative impact to adjacent properties within Hinsdale.

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

The current IB zoning allows primarily for government related uses along with museums, schools, daycares and youth centers. None of these uses are needed by the current taxing bodies in this area. The parcels are too large to be economically feasible for other uses and some of those uses have been recently approved (Kensington School) to be constructed in close proximity to the site.

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

The development will not adversely affect the surrounding traffic. There is adequate ingress/egress via Adams Street.

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

The property benefits from adequate utilities and essential public services under either zoning classification.

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

The subject property on the northwest corner is not vacant at this time.

The community need for the proposed amendment and for the uses and development it would allow:

The proposed amendment would allow for uses that are currently underrepresented or not represented the Village's current senior housing stock. The land uses through their architecture, site features and economics would preserve and enhance the historic character of the Village of Hinsdale.

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

The map amendment should be granted because it will provide for the orderly development of the property. It will complete the trend of development in this part of the Village of Hinsdale. The IB uses are neither needed in this area nor are they viable. The map amendment will provide for product that complements and enhances the values of the surrounding properties. The map amendment will not adversely affect the overall public health, safety or welfare of the community.

Hinsdale Senior Residences Planned Development Objectives & Applicant Responses

Shown below are objectives of a Planned Development per Section 11-603 of the Village of Hinsdale zoning code, along with the applicant's response to each.

1. Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.

The current zoning at the northwest corner of Adams Street and Ogden Avenue is zoned IB Institutional Zoning, which allows for a building up to 40-ft in height along with 35-foot building setbacks from the property line adjacent to Ogden & Adams. The proposed Planned Development west of Adams shows a building 113-200+ feet set back from Ogden Avenue property line, and 87 feet from Adams Street property line. The Planned Development also shows building setbacks east of Adams greater than current code. This allows for a more aesthetically pleasing environment and more greenspace compared to what current code allows. The Planned Development preserves and provides more open space than what is otherwise required by Code.

In addition, the Planned Development will allow for senior housing on the property, which results in a visually pleasing residential architecture pallet and generates significant less traffic (and therefore better for the environment) than the use that is allowed per code.

2. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.

As stated above, the buildings have been set back from Ogden Avenue and Adams Street more than double and in down cases five times more than what code allows, which results in a more visually pleasant experience from the roadways and more greenspace. Another creative approach to the land is preserving and activating approximately 12 acres north of Ogden for public park space. The plan shows a balance of preserving the land and providing additional walking paths, benches, and public parking. The pedestrian path has been extended to Bonnie Brae, which will promote the eastern neighborhood to enjoy the park space. The design includes four private courtyard spaces for the senior living residents to enjoy the outdoors west of Adams. The villas were designed around a centralized green space for the residents to enjoy.

3. Combination and coordination of architectural styles, building forms, and building relationships:

The exterior of the new senior living building will consist primarily of brick, cement fiber board and decorative trim. It is important that the building has the proper mix of materials that result in an inviting residential pallet. Hinsdale Senior Residences accomplishes this residential pallet and material mix both west and east of Adams.

4. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.

The building and surrounding berms/landscaping have been purposefully designed so that the building height is 3-story maximum height with large setbacks. The existing trees at the corner

of Ogden Avenue and Route 83 will remain and the berm will be protected and enhanced. The berm along Ogden Avenue east of Adams Street will also be protected and enhanced. The proposed development will include soil erosion best management practices. A detailed landscape plan will be provided to staff during final plan review.

5. *Provision for the preservation and beneficial use of open space.*

A park dedicated to the Village for public use will be improved with additional walking paths, public parking, and benches as shown on the plans. In addition, private outdoor courtyards are being provided for the residents, which will all encourage the residents to enjoy the outdoor open space.

6. *An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.*

The project narrative provides the detail of 1.04 acres of private open space, and an additional 11.9 acres of scenic park open space north of Ogden Avenue to be dedicated to the Village. The project narrative shows a required 3.7 acres of open space. The acreage shown above does not include the additional green space shown on the plans because of increased setbacks compared to Village Code.

7. *Encouragement of land uses that promote the public health, safety, and general welfare.*

The Planned Development land use provides for a product that complements and enhances the surrounding area while also providing a housing stock not currently available in the Village to meet market demand of the aging population. A new public park is an added benefit, as there is not a Village park north of Ogden Avenue for Village residents to enjoy. The Planned Development does not have an adverse effect on the overall public health, safety, or welfare of the community.

Application for Certificate of Zoning Compliance

- 1 -

Provided:

Required by Code:

corner side

rear

Setbacks (businesses and offices):

front:

interior side(s)

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

Building heights:

principal building(s):

accessory building(s):

Maximum Elevations:

principal building(s):

accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings: [depict on attached plans]

principal building(s):

accessory building(s):

Number of off-street parking spaces required: _____

Number of loading spaces required: _____

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:

Brandon Raymond

Applicant's signature

Brandon Raymond

Applicant's printed name

Dated: 6/23
5/19, 2021.

Hinsdale Senior Residences

R2 PD

Requested Concept Level Modifications (Revised 6-24-2021)
Final Modifications to be Determined at Detail Final Plan Approval

1. Work hours during construction adjusted so that work can commence starting at 7:00AM Monday-Saturday.
2. Work hours during construction shall be added for Sundays commencing at 8:00AM and ending at 5:00PM.
3. Site improvements and architecture per submitted plans.
4. Bulk regulation modifications per attached table:
 - 1) Minimum Lot Area Per Unit compared to R2 zoning
 - 2) Minimum Rear Yard Compared to R2 zoning
 - 3) Maximum Height Compared to R2 zoning (OK per IB zoning)
 - 4) Maximum Elevation Compared to R2 zoning
 - 5) Perimeter Landscaped Open Space Along Route 83 (far west) and wooded lot (far east)
 - 6) Public Parking
5. The applicant shall not be required to adhere to any Village code updates after the date of this application.
6. The Village public open space/park requirements, any park impact fee, and public benefit requirements shall be met by:
 - a. Dedicating to the Village approximately 11.9 acres of scenic public open space along the east side of Adams Street. There currently is not a park north of Ogden Avenue for Village residents to enjoy. Improvements to this area shown on plans.
 - b. Property owner will maintain the four large courtyard spaces and other open space on private property that are being created for the residents to enjoy outdoor spaces.

Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

CURRENT/REQUIRED: IB & R2

7.5 Acres of IB Zoning West of Adams St.		13.1 Acres of R-2 Zoning (4 Acres West of Adams St, 9.1 Acres East of Adams St)	
Minimum Lot Area	50,000sf	20,000sf	
Minimum Lot Area Per Unit	-	20,000sf	
Minimum Lot Width-Corner Lot ⁽²⁾	200'	100'	
Minimum Lot Depth ⁽³⁾	250'	125'	
Minimum Front Yard (Along Adams St.)	35'	35'	
Minimum Corner Lot Side Yard (Along Ogden Ave.)	35'	35'	
Interior Side Yard For Corner Lot (North Property Line)	25'	50' West of Adams; 42' East of Adams ⁽⁴⁾	
Minimum Rear Yard-Corner Lot (Along Route 83 West of Adams, Along East Property Line East of Adams)	25'	89' West of Adams; 94' East of Adams ⁽⁵⁾	
Maximum FAR	164,215sf: 0.50 FAR	145,779sf: 0.20 of Lot Area FAR + 2,000sf per lot (16) ⁽⁶⁾	
Maximum Building Coverage	-	25%	
Maximum Lot Coverage	-	50%	
Maximum Height (Max Mean Roof Height)	40'	34' ⁽⁸⁾	
Maximum Stories	-	3	
Maximum Elevation	-	44' ⁽⁹⁾	
Perimeter Landscaped Open Space (for Planned Development)	"....such open space shall extend along the entire length of the lot line in question and shall have width equal to ten feet (10') or the depth of the yard required along the lot line in question, whichever is greater. Perimeter landscaped open space shall be broken only by required access drives."		
Private Parking	223 Total Parking Stalls Required		
Public Parking	55 Parking Stalls Required for 11.9 Park, 20 Stalls Required for 4.2 Acres of Park outside of Pond.		

REZONE TO R2-PD

Shown on Plan East & West Side of Adams St. Separately		Shown on Plan Senior Living Property as R2-PD (Modifications in Red) ⁽¹⁾	
West of Adams	East of Adams	East & West Side of Adams	
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0.55 FAR (272,000sf/498,792sf)	0.09 FAR (36,000sf/396,831sf)	0.34 FAR (308,000sf/895,623sf) Compared to 309,994 Per Current Code ⁽⁷⁾	
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40%	21%	32%	
39' with 113' southern side setback & 127' northern side setback	16'	Modification Compared to R2 West of Adams: 39' (5' Above Code), within 40' IB Max. Height.	
3	1	3	
46' with 113' southern side setback & 127' northern side setback	23'	Modification Compared to R2 West of Adams: 46' (2' Above Code)	
No modification along Ogden Avenue, Adams Street & North property line. Modification within rear setbacks to the far west (along Route 83) and far east (adjacent to woods). Parking, drive aisles and building (far east) within rear setback.			
		269 Total Parking Stalls Proposed	
		Modification: 10 Total Parking Stalls Proposed	

Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

Footnotes:

- (1) Calculations in this column east and west of Adams Street excludes land being dedicated north of the villas. See Project Narrative for Modifications reasoning.
- (2) Per Village Code, measures as "The shortest distance between side lot lines measured by a line passing through the point of the required front yard line equidistant from the points where the front yard line intersects the side yard lines (measured along the front yard line); provided, however, that the length of the front lot line shall not be less than eighty percent (80%) of the required minimum lot width except for curved front lot lines of legal nonconforming lots of record abutting a cul-de-sac which shall be not less than fifty percent (50%) of the required minimum lot width."
- (3) Per Village Code, measures as "The maximum straight line distance between the front and rear lot lines."
- (4) Per Village Code: 10', or 6' plus 10% of lot width in excess of 50', whichever is more. West of Adams: $6' + (10\% * 489' - 50') = 50'$. East of Adams: $6' + (10\% * 405' - 50') = 42'$
- (5) Per Village Code: 15% of lot depth, min. 25' West of Adams. Approx. 591' Depth along IB portion of property, therefore 89' Rear Setback; East of Adams: 621' Depth, therefore 94' Rear Setback
- (6) The 16 lots shown represent what could be built within current code: 6 R2 lots west of Adams, 10 R2 lots east of Adams.
- (7) The gross lot area was used to calculate FAR. Village Code refers to Net Lot Area. Applicant will coordinate with Village staff during Final Plan review any lot area to exclude from the calculation.
- (8) Per Village Code, Height is defined as "The vertical distance measured from grade to the highest point of the roof for flat roofs, or to the deck line for mansard roofs, or to the mean height between the principal eave and the highest ridge or point for gable, hip, and gambrel roofs, or to the highest point of a structure without a roof. When a parapet wall, a penthouse, or any similar structure is located on the roof of a building with a flat or mansard roof, the building height shall be measured to the highest point of said structure if any part of it extends above the height as measured pursuant to the first sentence of this definition. Notwithstanding the foregoing, the following shall not be considered in determining the height of a building: mechanical equipment; walls or similar structure designed exclusively for the purpose of screening mechanical equipment from view; chimneys and railings; and turrets, widow walks, or cupolas having no exterior length, width, or diameter in excess of nine feet (9')."
- The exact height will be confirmed during Final Plan review. Per Village Code for R2:
 - (i) If smallest side yard provided of 14' or less: 30'
 - (ii) If smallest side yard provided of not less than 14' and not more than 24': 30' plus 20% of the difference between the smallest side yard provided and 14' ...
 - (iii) If smallest side yard of more than 24': 32' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 34'
- (9) Per Village Code, Height is defined as "the vertical distance measured from top of foundation to the highest point of a building or structure. For the purposes of this definition:
 - A. "Top of foundation" shall mean a point one foot (1') above the lowest point of the foundation of a building or structure that is either: 1) above grade or 2) visible from the exterior of the building or structure; provided, however, that if the top of the lowest floor joist of the first full story of such building or structure is lower than said lowest point of the foundation, then the top of said floor joist shall be deemed to be the top of foundation; and
 - B. "Highest point of a building or structure" shall mean the point of said building or structure that is located at the highest vertical distance above the top of foundation. Notwithstanding the foregoing, the following shall not be included in determining said highest point: chimneys and railings, and any turrets, widow walks, and cupolas having no exterior length, width, or diameter in excess of nine feet (9')."
- The exact height will be confirmed during Final Plan review. Per Village Code for R2:
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 - (iii) If smallest side yard of more than 24': 42' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 44'
- (10) No modification for 35' setback adjacent to Ogden Avenue, 35' setback adjacent to Adams Street & 50' (west of Adams) and 42' (east of Adams) adjacent to North property line. Modification within rear setbacks to the far west (along Route 83) and far east (adjacent to woods). Parking, drive aisles and building (far east) within rear setback. Sidewalks, stormwater detention, utility structures & monument structures allowed within Perimeter Landscaped Open Space.
- (11) For perspective, R5 zoning allows 3,000sf per unit Senior Citizen/Independent Living use (54% of the unit mix) and 2,000sf per unit for Nursing Care/Assisted Living/Memory Care (46% of the unit mix). This calculates at 2,540sf per unit, which is less than the proposed 3,656sf per unit.



**19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
Community Development Dept.
(630) 789-7000**

Plan Commission Application Directions

*The following items must be submitted: **Do not make copies of the directions.**

Submittal: 28, legible copies of the following to be provided on legal (8.5" or 11") ledger (11" x 17") size paper or folded to those sizes:

- Completed Plan Commission Application, including supplementary information which includes building elevations, site plan, landscape plan, traffic study, etc., and the one page certification that must be signed and notarized. One full size copy in also required. Any other drawings shall be folded to aforementioned dimensions. **Please note that larger projects may require a CD/USB Drive to be submitted with all drawings in PDF Format.**
- Completed standards for approval, relevant to the request, to be submitted at the same time as the basic application.
- Plat of Survey or Site Plan of the subject site drawn to scale. One full size copy (24" x 36") is required in addition.
- One copy of the completed Application for Certificate of Zoning Compliance with \$50 fee (checks made payable to the Village of Hinsdale).
- One copy of Proof of Ownership and, if needed, a letter of authorization.
- Application Fee

General Information

Applicant must complete ALL sections of the application. Failure to complete any section of the application could result in delay in the consideration of the application. A public hearing will not be scheduled until the application is complete and complies with all applicable sections of the Zoning Ordinance. If a section of this application is not applicable, please write "N/A" in the appropriate area.

*In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Subsection 11-302-B of the Hinsdale Zoning Ordinance.

Important Boards and Commission meeting dates

<u>Plan Commission</u> 2 nd Wednesday of each month. Consists of 9 members recommending to the Board of Trustees.	<u>Board of Trustees</u> 1 st and 3 rd Tuesday of each month. Consists of the Village President and 6 Trustees.	Please note, the Board of Trustees typically meets on the 2 nd Tuesday in December and January.
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Please note that a representative familiar with the application must be present at all meetings to present the application.



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant
Name: <u>SEE ATTACHED</u>
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Owner
Name: <u>SEE ATTACHED</u>
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

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

Name: <u>SEE ATTACHED</u>
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Name: <u>SEE ATTACHED</u>
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)
1) <u>N/A</u>
2) _____
3) _____

II. SITE INFORMATION

Address of subject property: SEE ATTACHED

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

Brief description of proposed project: Residential PD with special
uses & modifications. Uses include senior
living suites & villas

General description or characteristics of the site: Primarily vacant
with an existing institutional building

Existing zoning and land use: R-2 & IB

Surrounding zoning and existing land uses:

North: Oak Brook R-2

South: Hinsdale R-4

East: Hinsdale R-2

West: Route 83 onramp

Proposed zoning and land use: R-2 PD & OS

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: _____

IB to R-2 & OS

☒ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: SEE ATTACHED

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

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)			
Lot Depth			
Lot Width			
Building Height			
Number of Stories			
Front Yard Setback			
Corner Side Yard Setback			
Interior Side Yard Setback			
Rear Yard Setback			
Maximum Floor Area Ratio (F.A.R.)*			
Maximum Total Building Coverage*			
Maximum Total Lot Coverage*			
Parking Requirements			
Parking front yard setback			
Parking corner side yard setback			
Parking interior side yard setback			
Parking rear yard setback			
Loading Requirements			
Accessory Structure Information			

* Must provide actual square footage number and percentage.

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

**Hinsdale Senior Residences
Plan Commission Application
Addendum
Rev. June 24, 2021**

General Information:

Applicant:

Ryan Companies US, Inc.
Brandon Raymond
700 Oakmont Ln., Suite 100
Westmont, Illinois 60559
Office: 630-328-1142; Email: brandon.raymond@ryancompanies.com

Owner:

Institute of Basic Life Principles
Robert Barth
707 W Ogden Avenue
Hinsdale, Illinois 60521
Office: 630-323-9800; Email: rbarth@iblp.org

Project Consultants:

Engineering, Survey, Wetlands, Environmental & Traffic

V3 Companies
Ryan Wagner
7325 Janes Avenue
Woodridge, Illinois 60517
Office: 630-729-6261; Email: rwagner@v3co.com

Land Planning & Landscape Architecture:

Hitchcock Design Group
Geoff Roehll
22 E Chicago Avenue, Suite 200A
Naperville, Illinois 60540
Office: 630-961-1787; Email: groehll@hitchcockdesigngroup.com

Architecture:**West of Adams:**

PFB Architects, LLC

Brian Pugh

33 N LaSalle St., Suite 3600

Chicago, Illinois 60602

Office: 312-376-3100; Email: bpugh@pfbchicago.com

East of Adams:

OKW Architects, Inc.

Jon Talty

600 W. Jackson Blvd., Suite 250

Chicago, Illinois 60661

Office: 312-798-7702; Email: jtalty@okwarchitects.com

Fiscal Impact Study:

Laube Companies

Michael Laube

200 S Wacker Drive, Suite 3100

Chicago, Illinois 60606

Office: 312-674-4537; Email: mulaube@laubecompanies.com

Market Study:

CliftonLarsonAllen LLP

Peter Baum

220 South Sixth Street, Suite 300

Minneapolis, Minnesota 55402

Office: 612-373-1431; Email: peter.baum@claconnect.com

Subject Property Addresses & PIN:**IBLP Properties**

Northwest Corner of Ogden Ave & Adams St:

707 W Ogden Avenue

09-02-204-011

09-02-204-010

RT 83

09-02-203-004

Northeast Corner of Ogden Ave & Adams St:

45010 Madison Street

09-02-205-001 (South 21 acres)

Hinsdale Senior Residences

R2 PD

Requested Concept Level Modifications (Revised 6-24-2021) Final Modifications to be Determined at Detail Final Plan Approval

1. Work hours during construction adjusted so that work can commence starting at 7:00AM Monday-Saturday.
2. Work hours during construction shall be added for Sundays commencing at 8:00AM and ending at 5:00PM.
3. Site improvements and architecture per submitted plans.
4. Bulk regulation modifications per attached table:
 - 1) Minimum Lot Area Per Unit compared to R2 zoning
 - 2) Minimum Rear Yard Compared to R2 zoning
 - 3) Maximum Height Compared to R2 zoning (OK per IB zoning)
 - 4) Maximum Elevation Compared to R2 zoning
 - 5) Perimeter Landscaped Open Space Along Route 83 (far west) and wooded lot (far east)
 - 6) Public Parking
5. The applicant shall not be required to adhere to any Village code updates after the date of this application.
6. The Village public open space/park requirements, any park impact fee, and public benefit requirements shall be met by:
 - a. Dedicating to the Village approximately 11.9 acres of scenic public open space along the east side of Adams Street. There currently is not a park north of Ogden Avenue for Village residents to enjoy. Improvements to this area shown on plans.
 - b. Property owner will maintain the four large courtyard spaces and other open space on private property that are being created for the residents to enjoy outdoor spaces.

Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

CURRENT/REQUIRED: IB & R2

	7.5 Acres of IB Zoning West of Adams St.		13.1 Acres of R-2 Zoning (4 Acres West of Adams St, 9.1 Acres East of Adams St)	
	50,000sf		20,000sf	
Minimum Lot Area				
Minimum Lot Area Per Unit	-		20,000sf	
Minimum Lot Width-Corner Lot ⁽²⁾	200'		100'	
Minimum Lot Depth ⁽³⁾	250'		125'	
Minimum Front Yard (Along Adams St.)	35'		35'	
Minimum Corner Lot Side Yard (Along Ogden Ave.)	35'		35'	
Interior Side Yard For Corner Lot (North Property Line)	25'		50' West of Adams; 42' East of Adams ⁽⁴⁾	
Minimum Rear Yard-Corner Lot (Along Route 83 West of Adams, Along East Property Line East of Adams)	25'		89' West of Adams; 94' East of Adams ⁽⁵⁾	
Maximum FAR	164,215sf: 0.50 FAR		145,779sf: 0.20 of Lot Area FAR + 2,000sf per lot (16) ⁽⁶⁾	
Maximum Building Coverage	-		25%	
Maximum Lot Coverage	-		50%	
Maximum Height (Max Mean Roof Height)	40'		34' ⁽⁸⁾	
Maximum Stories	-		3	
Maximum Elevation	-		44' ⁽⁹⁾	
Perimeter Landscaped Open Space (for Planned Development)	"...such open space shall extend along the entire length of the lot line in question and shall have width equal to ten feet (10') or the depth of the yard required along the lot line in question, whichever is greater. Perimeter landscaped open space shall be broken only by required access drives."			
Private Parking	223 Total Parking Stalls Required			
Public Parking	55 Parking Stalls Required for 11.9 Park, 20 Stalls Required for 4.2 Acres of Park outside of Pond.			

REZONE TO R2-PD

Shown on Plan East & West Side of Adams St. Separately			Shown on Plan Senior Living Property as R2-PD (Modifications in Red) ⁽¹⁾	
West of Adams		East of Adams	East & West Side of Adams	
498,792sf (11.45 acres)		396,831sf (9.11 acres)	895,623sf (20.56 acres)	
2,216sf/unit (498,792sf/225 units)	19,841sf/unit (396,831sf/20 units)		Modification Compared to R2: 3,656sf/unit (895,623sf/245 units) ⁽¹¹⁾	
489'	405'		405'	
838'	621'		621'	
87'	81'		81'	
113'	90'		90'	
127'	88'		88'	
112'	64'		Modification East of Adams: 64' (30' less than code)	
0.55 FAR (272,000sf/498,792sf)	0.09 FAR (36,000sf/396,831sf)		0.34 FAR (308,000sf/895,623sf) Compared to 309,994 Per Current Code ⁽⁷⁾	
21%	11%		17%	
40%	21%		32%	
39' with 113' southern side setback & 127' northern side setback	16'		Modification Compared to R2 West of Adams: 39' (5' Above Code), within 40' IB Max. Height.	
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Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

Footnotes:

- (1) Calculations in this column east and west of Adams Street excludes land being dedicated north of the villas. See Project Narrative for Modifications reasoning.
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 - A. "Top of foundation" shall mean a point one foot (1') above the lowest point of the foundation of a building or structure that is either: 1) above grade or 2) visible from the exterior of the building or structure; provided, however, that if the top of the lowest floor joist of the first full story of such building or structure is lower than said lowest point of the foundation, then the top of said floor joist shall be deemed to be the top of foundation; and
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- (11) For perspective, R5 zoning allows 3,000sf per unit Senior Citizen/Independent Living use (54% of the unit mix) and 2,000sf per unit for Nursing Care/Assisted Living/Memory Care (46% of the unit mix). This calculates at 2,540sf per unit, which is less than the proposed 3,656sf per unit.

Hinsdale Senior Residences Special Use Standards

Introduction

The Hinsdale Senior Residences development requires a special use permit as part of an R-2 Planned Development.

1. R-2 Planned Development & Modifications

A special use permit for a Planned Development is permissible in the underlying R-2 district. "A Planned Development may be established as a special use, in accordance with the terms and conditions set forth in Section 11-602." Due to the Hinsdale Senior Residences development's size, scope and unique property restrictions a Planned Development is appropriate, especially in context of the code modifications requested, which are listed on the attached addendums.

Special Use Standards

1. The special use will be consistent with the purposes, goals and objectives and standards of the village code and the official comprehensive plan, any adopted overlay plan and these regulations.

The special uses do not alter any of the purposes, goals and objectives and standards of the Comprehensive Plan, any adopted overlay plan or Village Codes. The Planned Development is consistent with the Comprehensive Plan, residential uses on the properties. Petitioner proposes 225 seniors housing units (113 independent, 72 assisted and 40 memory care) and 20 independent living senior villas. The modifications that petitioner proposes at this concept level are attached.

2. The design of the proposed use will have no undue adverse effect, including visual impacts on adjacent properties.

The Planned Development is planned and designed so that there are no impacts to adjacent properties. The independent, assisted and memory care building is positioned along Ogden Avenue between Adams Street and an access ramp from Route 83 with the villas along Ogden Avenue on the east side of Adams Street adjacent to natural open space. Existing homeowners on adjacent properties are not impacted adversely by any of the uses, visually or otherwise, because the uses are self-contained to a pods within the development that, with a minor exception, do not abut other existing residential buildings. The requested modifications do not adversely effect, visually or otherwise, adjacent properties.

3. The proposed use will not have an adverse effect on the value of the adjacent property.

The Planned Development will not negatively affect value of the adjacent property because it will continue to consist of high quality, new construction. The development will add a much needed product to the village, and the high quality, visually aesthetic architecture and luxury finishes will be a benefit to values in the area. The requested modifications do not impact value.

4. The applicant has demonstrated that public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and medical services, drainage systems, refuse disposal, waters and sewers, and schools will be capable of serving the special use at an adequate level of service.

The Planned Development can be adequately served by government and emergency services. The existing roadway configuration is sufficient for the proposed uses. The existing public utilities and drainage structures are sufficient. Overall drainage patterns will be improved with new stormwater management areas. The current capacity of the Village are such that the addition of these units will not trigger an additional burden to services such that it will facilitate the need to bring on any more officers, administrative personnel, and teachers or facilitate the need to expend capital resources (e.g., vehicles, equipment, communication infrastructure, etc.) Therefore, we believe that there will be no negative impacts to the Village or Schools with respect to these services per our fiscal impact analysis. School Districts are not impacted due to the proposed use being senior living.

5. The development will not cause traffic congestion.

The Planned Development will not cause undue congestion. The independent, assisted and memory care units and senior villas generate limited resident, visitor and employee traffic. Additionally, most added traffic is during off-peak hours.

6. The development will not adversely affect a known natural, scenic, historical or cultural resource.

This is not applicable – there are no known archaeological, historical, or cultural resources onsite or on neighboring properties. The large open space corridor is being maintained and enhanced.

7. The proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other requirements of the ordinances of the Village.

Petitioner has listed all modifications it believes are needed at this time in order to accomplish the proposed use, it will continue to discuss required modifications with Village staff through the concept stage and will then comply with all other provisions of the Residence district, and all other codes of the Village of Hinsdale.

Hinsdale Senior Residences Planned Development Objectives & Applicant Responses

Shown below are objectives of a Planned Development per Section 11-603 of the Village of Hinsdale zoning code, along with the applicant's response to each.

1. *Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.*

The current zoning at the northwest corner of Adams Street and Ogden Avenue is zoned IB Institutional Zoning, which allows for a building up to 40-ft in height along with 35-foot building setbacks from the property line adjacent to Ogden & Adams. The proposed Planned Development west of Adams shows a building 113-200+ feet set back from Ogden Avenue property line, and 87 feet from Adams Street property line. The Planned Development also shows building setbacks east of Adams greater than current code. This allows for a more aesthetically pleasing environment and more greenspace compared to what current code allows. The Planned Development preserves and provides more open space than what is otherwise required by Code.

In addition, the Planned Development will allow for senior housing on the property, which results in a visually pleasing residential architecture pallet and generates significant less traffic (and therefore better for the environment) than the use that is allowed per code.

2. *Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.*

As stated above, the buildings have been set back from Ogden Avenue and Adams Street more than double and in down cases five times more than what code allows, which results in a more visually pleasant experience from the roadways and more greenspace. Another creative approach to the land is preserving and activating approximately 12 acres north of Ogden for public park space. The plan shows a balance of preserving the land and providing additional walking paths, benches, and public parking. The pedestrian path has been extended to Bonnie Brae, which will promote the eastern neighborhood to enjoy the park space. The design includes four private courtyard spaces for the senior living residents to enjoy the outdoors west of Adams. The villas were designed around a centralized green space for the residents to enjoy.

3. *Combination and coordination of architectural styles, building forms, and building relationships:*

The exterior of the new senior living building will consist primarily of brick, cement fiber board and decorative trim. It is important that the building has the proper mix of materials that result in an inviting residential pallet. Hinsdale Senior Residences accomplishes this residential pallet and material mix both west and east of Adams.

4. *Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.*

The building and surrounding berms/landscaping have been purposefully designed so that the building height is 3-story maximum height with large setbacks. The existing trees at the corner

of Ogden Avenue and Route 83 will remain and the berm will be protected and enhanced. The berm along Ogden Avenue east of Adams Street will also be protected and enhanced. The proposed development will include soil erosion best management practices. A detailed landscape plan will be provided to staff during final plan review.

5. *Provision for the preservation and beneficial use of open space.*

A park dedicated to the Village for public use will be improved with additional walking paths, public parking, and benches as shown on the plans. In addition, private outdoor courtyards are being provided for the residents, which will all encourage the residents to enjoy the outdoor open space.

6. *An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.*

The project narrative provides the detail of 1.04 acres of private open space, and an additional 11.9 acres of scenic park open space north of Ogden Avenue to be dedicated to the Village. The project narrative shows a required 3.7 acres of open space. The acreage shown above does not include the additional green space shown on the plans because of increased setbacks compared to Village Code.

7. *Encouragement of land uses that promote the public health, safety, and general welfare.*

The Planned Development land use provides for a product that complements and enhances the surrounding area while also providing a housing stock not currently available in the Village to meet market demand of the aging population. A new public park is an added benefit, as there is not a Village park north of Ogden Avenue for Village residents to enjoy. The Planned Development does not have an adverse effect on the overall public health, safety, or welfare of the community.



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA**

Must be accompanied by completed Plan Commission Application

Address of proposed request: SEE ATTACHED

Proposed Special Use request: R-2 PD & OS

Is this a Special Use for a Planned Development? ☐ No ☒ Yes (If so this submittal also requires a completed Planned Development Application)

REVIEW CRITERIA

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, 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.

FEES for a Special Use Permit: \$1,225 (must be submitted with application)

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

SEE ATTACHED

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

3. *No Interference with Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations
4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.
5. *No Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.
6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.
7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.
8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Alternate locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Mitigation of adverse impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Hinsdale Senior Residences Special Use Standards

Introduction

The Hinsdale Senior Residences development requires a special use permit as part of an R-2 Planned Development.

1. R-2 Planned Development & Modifications

A special use permit for a Planned Development is permissible in the underlying R-2 district. "A Planned Development may be established as a special use, in accordance with the terms and conditions set forth in Section 11-602." Due to the Hinsdale Senior Residences development's size, scope and unique property restrictions a Planned Development is appropriate, especially in context of the code modifications requested, which are listed on the attached addendums.

Special Use Standards

1. The special use will be consistent with the purposes, goals and objectives and standards of the village code and the official comprehensive plan, any adopted overlay plan and these regulations.

The special uses do not alter any of the purposes, goals and objectives and standards of the Comprehensive Plan, any adopted overlay plan or Village Codes. The Planned Development is consistent with the Comprehensive Plan, residential uses on the properties. Petitioner proposes 225 seniors housing units (113 independent, 72 assisted and 40 memory care) and 20 independent living senior villas. The modifications that petitioner proposes at this concept level are attached.

2. The design of the proposed use will have no undue adverse effect, including visual impacts on adjacent properties.

The Planned Development is planned and designed so that there are no impacts to adjacent properties. The independent, assisted and memory care building is positioned along Ogden Avenue between Adams Street and an access ramp from Route 83 with the villas along Ogden Avenue on the east side of Adams Street adjacent to natural open space. Existing homeowners on adjacent properties are not impacted adversely by any of the uses, visually or otherwise, because the uses are self-contained to a pods within the development that, with a minor exception, do not abut other existing residential buildings. The requested modifications do not adversely effect, visually or otherwise, adjacent properties.

3. The proposed use will not have an adverse effect on the value of the adjacent property.

The Planned Development will not negatively affect value of the adjacent property because it will continue to consist of high quality, new construction. The development will add a much needed product to the village, and the high quality, visually aesthetic architecture and luxury finishes will be a benefit to values in the area. The requested modifications do not impact value.

4. The applicant has demonstrated that public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and medical services, drainage systems, refuse disposal, waters and sewers, and schools will be capable of serving the special use at an adequate level of service.

The Planned Development can be adequately served by government and emergency services. The existing roadway configuration is sufficient for the proposed uses. The existing public utilities and drainage structures are sufficient. Overall drainage patterns will be improved with new stormwater management areas. The current capacity of the Village are such that the addition of these units will not trigger an additional burden to services such that it will facilitate the need to bring on any more officers, administrative personnel, and teachers or facilitate the need to expend capital resources (e.g., vehicles, equipment, communication infrastructure, etc.) Therefore, we believe that there will be no negative impacts to the Village or Schools with respect to these services per our fiscal impact analysis. School Districts are not impacted due to the proposed use being senior living.

5. The development will not cause traffic congestion.

The Planned Development will not cause undue congestion. The independent, assisted and memory care units and senior villas generate limited resident, visitor and employee traffic. Additionally, most added traffic is during off-peak hours.

6. The development will not adversely affect a known natural, scenic, historical or cultural resource.

This is not applicable – there are no known archaeological, historical, or cultural resources onsite or on neighboring properties. The large open space corridor is being maintained and enhanced.

7. The proposed use will comply with all additional standards imposed on it by the particular provision of these regulations authorizing such use and by all other requirements of the ordinances of the Village.

Petitioner has listed all modifications it believes are needed at this time in order to accomplish the proposed use, it will continue to discuss required modifications with Village staff through the concept stage and will then comply with all other provisions of the Residence district, and all other codes of the Village of Hinsdale.

Hinsdale Senior Residences Planned Development Objectives & Applicant Responses

Shown below are objectives of a Planned Development per Section 11-603 of the Village of Hinsdale zoning code, along with the applicant's response to each.

1. Creation of a more desirable environment than would be possible through strict application of other Village land use regulations.

The current zoning at the northwest corner of Adams Street and Ogden Avenue is zoned IB Institutional Zoning, which allows for a building up to 40-ft in height along with 35-foot building setbacks from the property line adjacent to Ogden & Adams. The proposed Planned Development west of Adams shows a building 113-200+ feet set back from Ogden Avenue property line, and 87 feet from Adams Street property line. The Planned Development also shows building setbacks east of Adams greater than current code. This allows for a more aesthetically pleasing environment and more greenspace compared to what current code allows. The Planned Development preserves and provides more open space than what is otherwise required by Code.

In addition, the Planned Development will allow for senior housing on the property, which results in a visually pleasing residential architecture pallet and generates significant less traffic (and therefore better for the environment) than the use that is allowed per code.

2. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities.

As stated above, the buildings have been set back from Ogden Avenue and Adams Street more than double and in down cases five times more than what code allows, which results in a more visually pleasant experience from the roadways and more greenspace. Another creative approach to the land is preserving and activating approximately 12 acres north of Ogden for public park space. The plan shows a balance of preserving the land and providing additional walking paths, benches, and public parking. The pedestrian path has been extended to Bonnie Brae, which will promote the eastern neighborhood to enjoy the park space. The design includes four private courtyard spaces for the senior living residents to enjoy the outdoors west of Adams. The villas were designed around a centralized green space for the residents to enjoy.

3. Combination and coordination of architectural styles, building forms, and building relationships:

The exterior of the new senior living building will consist primarily of brick, cement fiber board and decorative trim. It is important that the building has the proper mix of materials that result in an inviting residential pallet. Hinsdale Senior Residences accomplishes this residential pallet and material mix both west and east of Adams.

4. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation, and geologic features, the provision of screening or other facilities that benefit neighboring properties, and the prevention of soil erosion.

The building and surrounding berms/landscaping have been purposefully designed so that the building height is 3-story maximum height with large setbacks. The existing trees at the corner

of Ogden Avenue and Route 83 will remain and the berm will be protected and enhanced. The berm along Ogden Avenue east of Adams Street will also be protected and enhanced. The proposed development will include soil erosion best management practices. A detailed landscape plan will be provided to staff during final plan review.

5. *Provision for the preservation and beneficial use of open space.*

A park dedicated to the Village for public use will be improved with additional walking paths, public parking, and benches as shown on the plans. In addition, private outdoor courtyards are being provided for the residents, which will all encourage the residents to enjoy the outdoor open space.

6. *An increase in the amount of open space over that which would result from the application of conventional subdivision and zoning regulations.*

The project narrative provides the detail of 1.04 acres of private open space, and an additional 11.9 acres of scenic park open space north of Ogden Avenue to be dedicated to the Village. The project narrative shows a required 3.7 acres of open space. The acreage shown above does not include the additional green space shown on the plans because of increased setbacks compared to Village Code.

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**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNED DEVELOPMENT CRITERIA**

Must be accompanied by completed Plan Commission Application

Address of proposed request: SEE ATTACHED

Proposed Planned Development request: R-2 PD & OS

REVIEW CRITERIA

Section 11-603 of the Hinsdale Zoning Code regulates Planned developments. The Board of Trustees, in accordance with the procedures and standards set out in Section 11-603 and by ordinance duly adopted, may grant special use permits authorizing the development of planned developments, but only in the districts where such developments are listed as an authorized special use. Planned developments are included in the Zoning Code as a distinct category of special use. As such, they are authorized for the same general purposes as all other special uses. In particular, however, the planned development technique is intended to allow the relaxation of otherwise applicable substantive requirements based on procedural protections providing for detailed review of individual proposals for significant developments. This special regulatory technique is included in the Code in recognition of the fact that traditional bulk, space, and yard regulations of substantially developed and stable areas may impose inappropriate pre-regulations and rigidities upon the development or redevelopment of parcels or areas that lend themselves to an individual, planned approach.

1. *Special use permit standards.* No special use permit for a planned development shall be recommended or granted pursuant to this Section unless the applicant shall establish that the proposed development will meet each of the standards made applicable to special use permits pursuant to Subsection 11-602E of the Zoning Code.

SEE ATTACHED

2. *Additional standards for all planned developments.* No special use permit for a planned development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:

- a. *Unified ownership required.* Joint Venture w Ryan Companies as co-owner
- b. *Minimum area.* 20.56 acres outside open space parcel
- c. *Covenants and restrictions to be enforceable by village.* TBD
- d. *Public open space and contributions.* 11.9 acres park dedicated to Village

e. Common open space.

Amount, location, and use. See plans

Preservation. _____

Ownership and maintenance. Senior Living
Owner / Operator

Property owners' association. N/A

f. Landscaping and perimeter treatment. _____

to be provided

g. Building and spacing. per Bulk & Modifications

h. Private streets. Yes

i. Sidewalks. Provided

j. Utilities. Public Sewer & Water
Private Stormwater

Additional standards for specific planned developments. _____

SEE ATTACHED

List all waivers being requested as part of the planned development. _____

SEE ATTACHED

Hinsdale Senior Residences Special Use Standards

Introduction

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1. R-2 Planned Development & Modifications

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The Planned Development can be adequately served by government and emergency services. The existing roadway configuration is sufficient for the proposed uses. The existing public utilities and drainage structures are sufficient. Overall drainage patterns will be improved with new stormwater management areas. The current capacity of the Village are such that the addition of these units will not trigger an additional burden to services such that it will facilitate the need to bring on any more officers, administrative personnel, and teachers or facilitate the need to expend capital resources (e.g., vehicles, equipment, communication infrastructure, etc.) Therefore, we believe that there will be no negative impacts to the Village or Schools with respect to these services per our fiscal impact analysis. School Districts are not impacted due to the proposed use being senior living.

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Hinsdale Senior Residences

R2 PD

Requested Concept Level Modifications (Revised 6-24-2021)

Final Modifications to be Determined at Detail Final Plan Approval

1. Work hours during construction adjusted so that work can commence starting at 7:00AM Monday-Saturday.
2. Work hours during construction shall be added for Sundays commencing at 8:00AM and ending at 5:00PM.
3. Site improvements and architecture per submitted plans.
4. Bulk regulation modifications per attached table:
 - 1) Minimum Lot Area Per Unit compared to R2 zoning
 - 2) Minimum Rear Yard Compared to R2 zoning
 - 3) Maximum Height Compared to R2 zoning (OK per IB zoning)
 - 4) Maximum Elevation Compared to R2 zoning
 - 5) Perimeter Landscaped Open Space Along Route 83 (far west) and wooded lot (far east)
 - 6) Public Parking
5. The applicant shall not be required to adhere to any Village code updates after the date of this application.
6. The Village public open space/park requirements, any park impact fee, and public benefit requirements shall be met by:
 - a. Dedicating to the Village approximately 11.9 acres of scenic public open space along the east side of Adams Street. There currently is not a park north of Ogden Avenue for Village residents to enjoy. Improvements to this area shown on plans.
 - b. Property owner will maintain the four large courtyard spaces and other open space on private property that are being created for the residents to enjoy outdoor spaces.

Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

CURRENT/REQUIRED: IB & R2

		13.1 Acres of R-2 Zoning (4 Acres West of Adams St, 9.1 Acres East of Adams St)	
		7.5 Acres of IB Zoning West of Adams St.	20,000sf
Minimum Lot Area		50,000sf	20,000sf
Minimum Lot Area Per Unit		-	20,000sf
Minimum Lot Width-Corner Lot ⁽²⁾		200'	100'
Minimum Lot Depth ⁽³⁾		250'	125'
Minimum Front Yard (Along Adams St.)		35'	35'
Minimum Corner Lot Side Yard (Along Ogden Ave.)		35'	35'
Interior Side Yard For Corner Lot (North Property Line)		25'	50' West of Adams: 42' East of Adams ⁽⁴⁾
Minimum Rear Yard-Corner Lot (Along Route 83 West of Adams, Along East Property Line East of Adams)		25'	89' West of Adams: 94' East of Adams ⁽⁵⁾
Maximum FAR		164,215sf: 0.50 FAR	145,779sf: 0.20 of Lot Area FAR + 2,000sf per lot ⁽⁶⁾
Maximum Building Coverage		-	25%
Maximum Lot Coverage		-	50%
Maximum Height (Max Mean Roof Height)		40'	34' ⁽⁸⁾
Maximum Stories		-	3
Maximum Elevation		-	44' ⁽⁹⁾
Perimeter Landscaped Open Space (for Planned Development)		"...such open space shall extend along the entire length of the lot line in question and shall have width equal to ten feet (10') or the depth of the yard required along the lot line in question, whichever is greater. Perimeter landscaped open space shall be broken only by required access drives."	
Private Parking		223 Total Parking Stalls Required	
Public Parking		55 Parking Stalls Required for 11.9 Park, 20 Stalls Required for 4.2 Acres of Park outside of Pond.	

REZONE TO R2-PD

Shown on Plan East & West Side of Adams St. Separately		Shown on Plan Senior Living Property as R2-PD (Modifications in Red) ⁽¹⁾	
West of Adams		East & West Side of Adams	
498,792sf (11.45 acres)	396,831sf (9.11 acres)	895,623sf (20.56 acres)	
2,216sf/unit (498,792sf/225 units)	19,841sf/unit (396,831sf/20 units)	Modification Compared to R2: 3,656sf/unit (895,623sf/245 units) ⁽¹¹⁾	
489'	405'	405'	
838'	621'	621'	
87'	81'	81'	
113'	90'	90'	
127'	88'	88'	
112'	64'	Modification East of Adams: 64' (30' less than code)	
0.55 FAR (272,000sf/498,792sf)	0.09 FAR (36,000sf/396,831sf)	0.34 FAR (308,000sf/895,623sf) Compared to 309,994 Per Current Code ⁽⁷⁾	
21%	11%	17%	
40%	21%	32%	
39' with 113' southern side setback & 127' northern side setback	16'	Modification Compared to R2 West of Adams: 39' (5' Above Code), within 40' IB Max. Height.	
3	1	3	
46' with 113' southern side setback & 127' northern side setback	23'	Modification Compared to R2 West of Adams: 46' (2' Above Code)	
No modification along Ogden Avenue, Adams Street & North property line. Modification within rear setbacks to the far west (along Route 83) and far east (adjacent to woods). Parking, drive aisles and building (far east) within rear setback.			
269 Total Parking Stalls Proposed			
Modification: 10 Total Parking Stalls Proposed			

Hinsdale Senior Residences: Bulk Regs. Concept Level Modifications

Revised 6/24/2021

Footnotes:

- (1) Calculations in this column east and west of Adams Street excludes land being dedicated north of the villas. See Project Narrative for Modifications reasoning.
- (2) Per Village Code, measures as "The shortest distance between side lot lines measured by a line passing through the point of the required front yard line equidistant from the points where the front yard line intersects the side yard lines (measured along the front yard line); provided, however, that the length of the front lot line shall not be less than eighty percent (80%) of the required minimum lot width except for curved front lot lines of legal nonconforming lots of record abutting a cul-de-sac which shall be not less than fifty percent (50%) of the required minimum lot width."
- (3) Per Village Code, measures as "The maximum straight line distance between the front and rear lot lines."
- (4) Per Village Code: $10' \text{ or } 6' \text{ plus } 10\% \text{ of lot width in excess of } 50'$, whichever is more. West of Adams: $6' + (10\% * 489' - 50') = 50'$. East of Adams: $6' + (10\% * 405' - 50') = 42'$
- (5) Per Village Code: 15% of lot depth, min. 25' West of Adams. Approx. 591' Depth along IB portion of property, therefore 89' Rear Setback; East of Adams: 621' Depth, therefore 94' Rear Setback
- (6) The 16 lots shown represent what could be built within current code: 6 R2 lots west of Adams, 10 R2 lots east of Adams.
- (7) The gross lot area was used to calculate FAR. Village Code refers to Net Lot Area. Applicant will coordinate with Village staff during Final Plan review any lot area to exclude from the calculation.
- (8) Per Village Code, Height is defined as "The vertical distance measured from grade to the highest point of the roof for flat roofs, or to the deck line for mansard roofs, or to the mean height between the principal eave and the highest ridge or point for gable, hip, and gambrel roofs, or to the highest point of a structure without a roof. When a parapet wall, a penthouse, or any similar structure is located on the roof of a building with a flat or mansard roof, the building height shall be measured to the highest point of said structure if any part of it extends above the height as measured pursuant to the first sentence of this definition. Notwithstanding the foregoing, the following shall not be considered in determining the height of a building: mechanical equipment; walls or similar structure designed exclusively for the purpose of screening mechanical equipment from view; chimneys and railings; and turrets, widow walks, or cupolas having no exterior length, width, or diameter in excess of nine feet (9')."

The exact height will be confirmed during Final Plan review. Per Village Code for R2:

 - (i) If smallest side yard provided of 14' or less: 30'
 - (ii) If smallest side yard provided of not less than 14' and not more than 24': 30' plus 20% of the difference between the smallest side yard provided and 14'...
 - (iii) If smallest side yard of more than 24': 32' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 34'
- (9) Per Village Code, Height is defined as "the vertical distance measured from top of foundation to the highest point of a building or structure. For the purposes of this definition:
A. "Top of foundation" shall mean a point one foot (1') above the lowest point of the foundation of a building or structure that is either: 1) above grade or 2) visible from the exterior of the building or structure; provided, however, that if the top of the lowest floor joist of the first full story of such building or structure is lower than said lowest point of the foundation, then the top of said floor joist shall be deemed to be the top of foundation; and
B. "Highest point of a building or structure" shall mean the point of said building or structure that is located at the highest vertical distance above the top of foundation. Notwithstanding the foregoing, the following shall not be included in determining said highest point: chimneys and railings, and any turrets, widow walks, and cupolas having no exterior length, width, or diameter in excess of nine feet (9')."

The exact height will be confirmed during Final Plan review. Per Village Code for R2:

 - (i) If smallest side yard provided of 14' or less: 37' plus 0.75' for each foot of side yard provided in excess of 10' and not more than 14', but not to exceed 40'
 - (ii) If smallest side yard provided of more than 14' and not more than 24': 40' plus 20% of the difference between the smallest side yard provided and 14'
 - (iii) If smallest side yard of more than 24': 42' plus 10% of the difference between the smallest side yard provided and 24', but not to exceed 44'
- (10) No modification for 35' setback adjacent to Ogden Avenue, 35' setback adjacent to Adams Street & 50' (west of Adams) and 42' (east of Adams) adjacent to North property line. Modification within rear setbacks to the far west (along Route 83) and far east (adjacent to woods). Parking, drive aisles and building (far east) within rear setback. Sidewalks, stormwater detention, utility structures & monument structures allowed within Perimeter Landscaped Open Space.
- (11) For perspective, R5 zoning allows 3,000sf per unit Senior Citizen/Independent Living use (54% of the unit mix) and 2,000sf per unit for Nursing Care/Assisted Living/Memory Care (46% of the unit mix). This calculates at 2,540sf per unit, which is less than the proposed 3,656sf per unit.



COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA

Address of proposed request: See Attached Addendum

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.

Extensive open spaces are provided throughout the development per cthe oncept plan. These include large open areas and building setbacks.

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

Highest quality of exterior and interior building materials as required by buyer's expectations at the price point

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

The design quality is of the upmost quality and is in character with the overall neighborhood.

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 development will be professional landscaped and will provide for interconnectivity for both pedestrians & vehicles. Vehicle patterns and conditions will be adequately served by the existing infrastructure.

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

The buildings will be visually comparable to immediately adjacent buildings. Proposed multi-story buildings will be along Ogden Avenue & open spaces.

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 building proportions are in line with the overall architecture, the subject property and the other properties along Ogden Avenue.

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.

Building openings have been considered in the overall design of the individual product.

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.

Special attention has been given in respect to the use of space for all of the different product as it relates to all of the building facades.

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.

Spacing has been maximized throughout the development to provide for an open feel.

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.

The vast majority of the proposed architecture is highlighted by entrance porches and covered areas.

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 structures will use varied natural materials to provide texture throughout the development. Materials will include stone, brick, wood horizontal, shake and board and batton siding.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

Architectural grade asphalt shingles will complement the natural materials on the structures.

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.

The building facades will be complemented by extensive professional landscaping and other common elements to provide for appropriate scale and visual attractiveness.

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 proposed buildings have been sized to complement the surrounding open areas. Building elements have been added and sized to enhance the visual appeal of each structure.

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 proposed structures have been located on the site to maximize the overall open area views and minimize the exposure to existing exterior right-of-way.

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.

N/A

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 plan is extremely well thoughtout. It provides for orderly development, it maintains the village's historic character and does not alter the purpose or goals of the zoning code.

2. The proposed site plan interferes with easements and rights-of-way.

The plan in no instance interferes with easements or right-of way.

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 plan preserves and enhances the existing features of the property

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

The site plan causes no harm to surrounding properties.

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.

The proposed plan in fact improves the overall pedestrian and traffic patterns within the areas

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

Professional mature landscaping will be planted to provide exceptional screening for the new residents

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

Private amenities within small and large common areas in addition to within the structure will complement the surrounding areas.

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.

The existing open space corridor will be enhanced with natural materials and professionally maintained by the future homeowners association.

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 plan in fact will assist in correcting difficent drainage issues that currently occur on and off site.

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 existing utility system has ample capacity. The overall system will be improved by this development's additional improvements that will provide for needed interconnectivity.

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

The plan provides for both private and public uses

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

In no instance will the public health, safety or general wealth be negatively be affected.

DEVELOPER:
 RYAN COMPANIES INC.
 111 SHUMAN BLVD
 NAPERVILLE, ILLINOIS 60563
 T: (630) 328-1100
www.ryancompanies.com

RYAN COMPANIES
SENIOR LIVING
OGDEN AVENUE & ADAMS STREET
HINSDALE, IL



ARCHITECT:
PFB ARCHITECTS, LLC - CHICAGO
33 N. LA SALLE ST., STE. 3600
CHICAGO, ILLINOIS 60602
T: (312) 376-3100
www.pfbchicago.com



STRUCTURAL ENGINEER:
IMEG CORP.
1100 WARRENVILLE RD., STE. 400W
NAPERVILLE, IL 60563
T: (630) 527-2320
F: (630) 527-2321
www.IMEGcorp.com



CIVIL ENGINEER:
V3 COMPANIES
7325 JAMES AVE.
WOODRIDGE, IL 60517
T: (630) 724-9200
www.v3co.com



LANDSCAPE ARCHITECT:
HITCHCOCK DESIGN GROUP
22 E CHICAGO AVE., STE. 200A
NAPERVILLE, IL 60540
T: (630) 961-1787
www.hitchcockdesigngroup.com



Hinsdale Senior Residences

Conceptual Site Landscape Plan

Hinsdale / Oak Brook, Illinois



DEVELOPER:
RYAN COMPANIES INC.
111 SHUMAN BLVD
NAPERVILLE, ILLINOIS 60563
T: (630) 328-1100
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RYAN COMPANIES
SENIOR LIVING
OGDEN AVENUE & ADAMS STREET
HINSDALE, IL



ARCHITECT:
PFB ARCHITECTS, LLC - CHICAGO
33 N. LASALLE ST., STE. 3600
CHICAGO, ILLINOIS 60602
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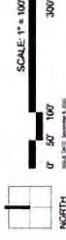
STRUCTURAL ENGINEER:
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1100 WARRENVILLE RD., STE. 400W
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www.IMEGcorp.com



CIVIL ENGINEER:
V3 COMPANIES
7325 JAMES AVE.
WOODBRIDGE, IL 60517
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www.v3co.com



LANDSCAPE ARCHITECT:
HITCHCOCK DESIGN GROUP
22 E CHICAGO AVE., STE. 200A
NAPERVILLE, IL 60540
T: (630) 961-1787
www.hitchcockdesigngroup.com



Hinsdale Senior Residences

Conceptual Site Landscape Plan Hinsdale / Oak Brook, Illinois

Issue Date: 9/8/2020



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1742
MEETING DATE: July 13, 2021
FROM: Andrea Lamberg, Finance Director *al*

Recommended Motion

Approve payment of the accounts payable for the period of June 14, 2021 through July 9, 2021 in the aggregate amount of \$1,218,315.48 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1742 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 #1742

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1742

FOR PERIOD June 14, 2021 through July 9, 2021

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,218,315.48 reviewed and approved by the below named officials.

APPROVED BY Andrea Lamberg / ASB DATE 7/9/21
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1742
Summary By Fund

Fund	Fund Number	Operating Fund	Capital Fund	Total
General Fund	100	401,377.77	183,382.07	584,759.84
Capital Project Fund	400	52,524.84	-	52,524.84
Water & Sewer Operations	600	35,306.08	-	35,306.08
Water & Sewer Capital	620	1,911.66	-	1,911.66
Escrow Funds	720	168,300.00	-	168,300.00
Payroll Revolving Fund	740	10,717.99	364,752.57	375,470.56
Library Operating Fund	900	42.50	-	42.50
Total		670,180.84	548,134.64	1,218,315.48

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1742



Electronic Federal Tax Payment Systems

6/14/2021	Village Payroll #12z - Calendar 2021	FWH/FICA/Medicare	\$ 313.81
6/25/2021	Village Payroll #13 - Calendar 2021	FWH/FICA/Medicare	\$ 99,917.98
7/9/2021	Village Payroll #14 - Calendar 2021	FWH/FICA/Medicare	\$ 100,900.27

Illinois Department of Revenue

6/14/2021	Village Payroll #12z - Calendar 2021	State Tax Withholding	\$ 128.16
6/25/2021	Village Payroll #13 - Calendar 2021	State Tax Withholding	\$ 20,885.49
7/9/2021	Village Payroll #14 - Calendar 2021	State Tax Withholding	\$ 21,017.17

ICMA - 457 Plans

6/14/2021	Village Payroll #12z - Calendar 2021	Employee Withholding	\$ 362.39
6/25/2021	Village Payroll #13 - Calendar 2021	Employee Withholding	\$ 20,201.81
7/9/2021	Village Payroll #14 - Calendar 2021	Employee Withholding	\$ 20,486.78

HSA PLAN CONTRIBUTION

6/20/2021	Village Payroll #13 - Calendar 2021	Employer/Employee Withholding	\$ 1,300.00
7/9/2021	Village Payroll #13 - Calendar 2021	Employer/Employee Withholding	\$ 4,300.00

Intergovernmental Personnel Benefit Cooperative	Employee Insurance	\$ 183,382.07
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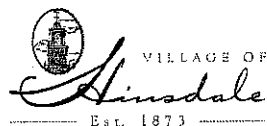
Illinois Municipal Retirement Fund	Employer/Employee	\$ 74,938.71
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Total Bank Wire Transfers and ACH Payments	\$ 548,134.64
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Warrant Register 1742

Invoice	Description	Invoice/Amount
NATIONWIDE TRUST CO FSB		
10685	Payroll Run 1 - Warrant PR21z	32.81
	Check Date 6/14/2021 Total For Check # 109601	32.81
BMO HARRIS BANK N.A. PYMT		
MAY21	MAY21 MISCELLANOUS CHARGES	191.09
MAY21	MAY21 MISCELLANOUS CHARGES	26.13
MAY21	MAY21 MISCELLANOUS CHARGES	117.14
MAY21	MAY21 MISCELLANOUS CHARGES	63.98
MAY21	MAY21 MISCELLANOUS CHARGES	11.94
MAY21	MAY21 MISCELLANOUS CHARGES	215.00
MAY21	MAY21 MISCELLANOUS CHARGES	40.00
MAY21	MAY21 MISCELLANOUS CHARGES	-28.40
MAY21	MAY21 MISCELLANOUS CHARGES	83.45
MAY21	MAY21 MISCELLANOUS CHARGES	15.89
MAY21	MAY21 MISCELLANOUS CHARGES	111.94
MAY21	MAY21 MISCELLANOUS CHARGES	54.34
MAY21	MAY21 MISCELLANOUS CHARGES	14.76
MAY21	MAY21 MISCELLANOUS CHARGES	59.22
MAY21	MAY21 MISCELLANOUS CHARGES	226.68
MAY21	MAY21 MISCELLANOUS CHARGES	187.48
MAY21	MAY21 MISCELLANOUS CHARGES	50.90
MAY21	MAY21 MISCELLANOUS CHARGES	140.00
MAY21	MAY21 MISCELLANOUS CHARGES	137.98
MAY21	MAY21 MISCELLANOUS CHARGES	14.23
MAY21	MAY21 MISCELLANOUS CHARGES	84.76
MAY21	MAY21 MISCELLANOUS CHARGES	27.26
MAY21	MAY21 MISCELLANOUS CHARGES	190.00
MAY21	MAY21 MISCELLANOUS CHARGES	49.83
MAY21	MAY21 MISCELLANOUS CHARGES	58.90
MAY21	MAY21 MISCELLANOUS CHARGES	48.37
MAY21	MAY21 MISCELLANOUS CHARGES	73.60
MAY21	MAY21 MISCELLANOUS CHARGES	133.25
MAY21	MAY21 MISCELLANOUS CHARGES	2.99
MAY21	MAY21 MISCELLANOUS CHARGES	220.26
MAY21	MAY21 MISCELLANOUS CHARGES	44.90
MAY21	MAY21 MISCELLANOUS CHARGES	69.18
MAY21	MAY21 MISCELLANOUS CHARGES	39.97



Warrant Register 1742

Invoice	Description	Invoice/Amount
MAY21	MAY21 MISCELLANOUS CHARGES	97.15
MAY21	MAY21 MISCELLANOUS CHARGES	65.00
MAY21	MAY21 MISCELLANOUS CHARGES	27.16
MAY21	MAY21 MISCELLANOUS CHARGES	32.99
MAY21	MAY21 MISCELLANOUS CHARGES	85.94
MAY21	MAY21 MISCELLANOUS CHARGES	15.00
MAY21	MAY21 MISCELLANOUS CHARGES	15.96
MAY21	MAY21 MISCELLANOUS CHARGES	27.16
MAY21	MAY21 MISCELLANOUS CHARGES	147.96
MAY21	MAY21 MISCELLANOUS CHARGES	124.57
MAY21	MAY21 MISCELLANOUS CHARGES	82.99
MAY21	MAY21 MISCELLANOUS CHARGES	0.99
MAY21	MAY21 MISCELLANOUS CHARGES	140.00
MAY21	MAY21 MISCELLANOUS CHARGES	113.06
MAY21	MAY21 MISCELLANOUS CHARGES	26.99
MAY21	MAY21 MISCELLANOUS CHARGES	-42.30
MAY21	MAY21 MISCELLANOUS CHARGES	45.54
MAY21	MAY21 MISCELLANOUS CHARGES	54.36
MAY21	MAY21 MISCELLANOUS CHARGES	4.83
MAY21	MAY21 MISCELLANOUS CHARGES	73.00
MAY21	MAY21 MISCELLANOUS CHARGES	38.99
MAY21	MAY21 MISCELLANOUS CHARGES	105.20
MAY21	MAY21 MISCELLANOUS CHARGES	71.35
MAY21	MAY21 MISCELLANOUS CHARGES	411.45
MAY21	MAY21 MISCELLANOUS CHARGES	149.90
MAY21	MAY21 MISCELLANOUS CHARGES	52.12
MAY21	MAY21 MISCELLANOUS CHARGES	278.08
MAY21	MAY21 MISCELLANOUS CHARGES	-21.91
MAY21	MAY21 MISCELLANOUS CHARGES	61.84
MAY21	MAY21 MISCELLANOUS CHARGES	384.00
MAY21	MAY21 MISCELLANOUS CHARGES	13.95
MAY21	MAY21 MISCELLANOUS CHARGES	60.79
MAY21	MAY21 MISCELLANOUS CHARGES	39.98
MAY21	MAY21 MISCELLANOUS CHARGES	37.64
MAY21	MAY21 MISCELLANOUS CHARGES	408.18
MAY21	MAY21 MISCELLANOUS CHARGES	99.28
MAY21	MAY21 MISCELLANOUS CHARGES	23.53
MAY21	MAY21 MISCELLANOUS CHARGES	5.00



Warrant Register 1742

Invoice	Description	Invoice/Amount
MAY21	MAY21 MISCELLANOUS CHARGES	190.00
MAY21	MAY21 MISCELLANOUS CHARGES	66.50
MAY21	MAY21 MISCELLANOUS CHARGES	4.78
MAY21	MAY21 MISCELLANOUS CHARGES	42.11
MAY21	MAY21 MISCELLANOUS CHARGES	91.92
MAY21	MAY21 MISCELLANOUS CHARGES	14.95
MAY21	MAY21 MISCELLANOUS CHARGES	6.98
MAY21	MAY21 MISCELLANOUS CHARGES	106.11
MAY21	MAY21 MISCELLANOUS CHARGES	86.59
MAY21	MAY21 MISCELLANOUS CHARGES	527.25
MAY21	MAY21 MISCELLANOUS CHARGES	285.00
Check Date 6/16/2021 Total For Check # 109602		7,556.93
COMCAST		
8771201110009242	POLICE/FIRE 6/16-7/15/21	69.99
8771201110009242	POLICE/FIRE 6/16-7/15/21	70.00
Check Date 6/16/2021 Total For Check # 109603		139.99
FULLERS HOME & HARDWARE		
MAY21	MISCELLANOUS HARDWARE MAY21	64.47
MAY21	MISCELLANOUS HARDWARE MAY21	11.69
MAY21	MISCELLANOUS HARDWARE MAY21	34.72
MAY21	MISCELLANOUS HARDWARE MAY21	59.34
MAY21	MISCELLANOUS HARDWARE MAY21	21.58
MAY21	MISCELLANOUS HARDWARE MAY21	27.87
MAY21	MISCELLANOUS HARDWARE MAY21	2.51
MAY21	MISCELLANOUS HARDWARE MAY21	63.92
MAY21	MISCELLANOUS HARDWARE MAY21	1.37
Check Date 6/16/2021 Total For Check # 109604		287.47
MANNING DADS		
060921	PARADE PARTICIPANT	400.00
Check Date 6/16/2021 Total For Check # 109606		400.00
TOSHIBA BUSINESS		
5457044	MAINTENANCE COPIER PW SC1FJ15879 11/1/20-1/31/21	48.56
5322288	MAINTENANCE COPIER PW SC1FJ15879 5/1-7/31/20	42.71
Check Date 6/16/2021 Total For Check # 109607		91.27

109605 — VOIDED



Warrant Register 1742

Invoice	Description	Invoice/Amount
UNITED STATES POSTAL SVC		
PERMIT 137- JUNE21	PERMIT #137 #1324008	2,000.00
	Check Date 6/16/2021 Total For Check # 109608	2,000.00
WEST SUBURBAN SHRINE CLUB		
060421	PARADE PARTICIPANT	600.00
	Check Date 6/16/2021 Total For Check # 109609	600.00
AT & T		
63032338639258	VEECK PARK-WP 5/14-6/13/21	392.67
	Check Date 6/23/2021 Total For Check # 109610	392.67
CALL ONE		
418414	6/26-7/14/21 PHONE CHARGES	140.92
418414	6/26-7/14/21 PHONE CHARGES	136.61
418414	6/26-7/14/21 PHONE CHARGES	157.34
418414	6/26-7/14/21 PHONE CHARGES	305.24
418414	6/26-7/14/21 PHONE CHARGES	180.94
418414	6/26-7/14/21 PHONE CHARGES	228.20
	Check Date 6/23/2021 Total For Check # 109611	1,149.25
CARGILL INCORPORATED		
2906056456-MAR	ROADWAY SALT VOB-2/2/21	3,644.33
	Check Date 6/23/2021 Total For Check # 109612	3,644.33
CITI CARDS		
MAY21	MAY21 SUPPLIES	147.60
MAY21	MAY21 SUPPLIES	65.98
	Check Date 6/23/2021 Total For Check # 109613	213.58
CONSTELLATION NEWENERGY		
3224998	GAS CHARGES 5/1-5/31/21	277.60
3224998	GAS CHARGES 5/1-5/31/21	301.92
3224998	GAS CHARGES 5/1-5/31/21	391.15
3224998	GAS CHARGES 5/1-5/31/21	1,846.42
3224998	GAS CHARGES 5/1-5/31/21	417.23
3224998	GAS CHARGES 5/1-5/31/21	277.60
	Check Date 6/23/2021 Total For Check # 109614	3,511.92
HOME DEPOT CREDIT SERVICE		
MAY2021	MISCELLANEOUS HARDWARE	49.98
MAY2021	MISCELLANEOUS HARDWARE	129.00



Warrant Register 1742

Invoice	Description	Invoice/Amount
MAY2021	MISCELLANEOUS HARDWARE	-119.00
MAY2021	MISCELLANEOUS HARDWARE	99.00
MAY2021	MISCELLANEOUS HARDWARE	172.92
MAY2021	MISCELLANEOUS HARDWARE	35.95
MAY2021	MISCELLANEOUS HARDWARE	15.88
MAY2021	MISCELLANEOUS HARDWARE	118.15
	Check Date 6/23/2021 Total For Check # 109615	501.88
ICMA MEMBERSHIP RENEWALS		
062221	MEMBERSHIP RENEWAL	1,400.00
	Check Date 6/23/2021 Total For Check # 109616	1,400.00
ILCMA		
062221	MEMBERSHIP RENEWAL	505.00
	Check Date 6/23/2021 Total For Check # 109617	505.00
TOSHIBA FINANCIAL SERVICE		
445688229	COPIER LEASE MAY21 SC1LK27546	82.50
445688229	COPIER LEASE MAY21 SC1LK27546	192.50
	Check Date 6/23/2021 Total For Check # 109618	275.00
TRESSLER, LLP		
428663	PROF FEES THRU 3/31/21 #011269-00010	24.00
	Check Date 6/23/2021 Total For Check # 109619	24.00
AFLAC-FLEXONE		
10966	Payroll Run 1 - Warrant PR2113	856.48
	Check Date 6/25/2021 Total For Check # 109620	856.48
NATIONWIDE RETIREMENT SOL		
10965	Payroll Run 1 - Warrant PR2113	200.00
	Check Date 6/25/2021 Total For Check # 109621	200.00
NATIONWIDE TRUST CO FSB		
10967	Payroll Run 1 - Warrant PR2113	3,454.46
	Check Date 6/25/2021 Total For Check # 109622	3,454.46
STATE DISBURSEMENT UNIT		
10968	Payroll Run 1 - Warrant PR2113	230.77
	Check Date 6/25/2021 Total For Check # 109623	230.77
HOYD BUILDERS INC		
25825-JUNE21	ST MGMT-716 S OAK #25825	10,000.00
	Check Date 6/29/2021 Total For Check # 109624	10,000.00



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Invoice	Description	Invoice/Amount
5 STAR SOCCER CAMPS, INC		
61721	JUNE 14 CAMP	1,600.00
	Check Date 7/9/2021 Total For Check # 109625	1,600.00
A & B LANDSCAPING		
2021-0215	BRICK DRIVEWAY REPAIR-MAIN BREAK	875.00
2021-0205	MAINBREAK PARKWAY RESTORE	650.00
2021-0278	BRICK DRIVEWAY WATER RESTORATION	1,800.00
	Check Date 7/9/2021 Total For Check # 109626	3,325.00
A BLOCK MARKETING INC		
LC00044596	WOOD CHIP DISPOSAL	30.00
LC00044476	LOG DISPOSAL	30.00
LC00044855	WOOD CHIP DISPOSAL	30.00
LC00045754	WOOD CHIPS FOR RESTORATION & SAFETY VILLAGE	96.36
	Check Date 7/9/2021 Total For Check # 109627	186.36
AEP ENERGY		
3013129837-MAY21	STREET LIGHT-MAY21	7,063.91
3013129848-MAY21	53 VILLAGE PL-MAY21	339.82
	Check Date 7/9/2021 Total For Check # 109628	7,403.73
ALKAYE MEDIA GROUP		
SUM21FINAL	FINAL PAYMENT 2021	985.00
	Check Date 7/9/2021 Total For Check # 109629	985.00
ALTORFER CAT		
6AC009813	OIL FILTERS #8	44.70
	Check Date 7/9/2021 Total For Check # 109630	44.70
AMITA HEALTH		
052021	NEW HIRE DRUG SCREENING	150.00
052021	NEW HIRE DRUG SCREENING	600.00
032021-A	NEW HIRE TESTING	1,042.00
	Check Date 7/9/2021 Total For Check # 109631	1,792.00
ANDRES MEDICAL BILLING LT		
251978	MAY COLLECTIONS	1,833.52
	Check Date 7/9/2021 Total For Check # 109632	1,833.52
ASCEND TECHNOLOGIES LLC		
4533	IT SECURITY SUITE VOB 2/4/20	21,717.60
	Check Date 7/9/2021 Total For Check # 109633	21,717.60



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Invoice	Description	Invoice/Amount
ASSURED FLOW SALES, INC		
14858	HYDRANT SUPPLIES	160.41
	Check Date 7/9/2021 Total For Check # 109634	160.41
ATHLETIC FIELD SUPPLY		
17670	FIELD PAINT	2,097.00
	Check Date 7/9/2021 Total For Check # 109635	2,097.00
ATLAS RESTORATION		
26426	CONT BD-102 S QUINCY #26426	500.00
	Check Date 7/9/2021 Total For Check # 109636	500.00
AVOLIN, LLC		
INV853533452	GOM-4GOV MIGRATION SVCS	68.75
	Check Date 7/9/2021 Total For Check # 109637	68.75
AWE, TIMOTHY		
1	JULY 4 VIDEO SERVICES	1,000.00
	Check Date 7/9/2021 Total For Check # 109638	1,000.00
BACKGROUNDS ONLINE		
531813	BACKGROUND CHECKS	1,872.10
	Check Date 7/9/2021 Total For Check # 109639	1,872.10
BALDINELLI'S PIZZA		
JUNE2021	JUNE 2021 POOL BIRTHDAY PARTIES	351.00
	Check Date 7/9/2021 Total For Check # 109640	351.00
BANNERVILLE USA		
30456	JULY 4 POSTER	90.00
30444	UNPLUG AND PLAY	190.00
30546	JULY 4 BANNERS	280.00
30560	CAR MAGNETS	150.00
	Check Date 7/9/2021 Total For Check # 109641	710.00
BE PREPARED		
JUNE2021	BABYSITTER CLASS JUNE 2021	240.00
	Check Date 7/9/2021 Total For Check # 109642	240.00
BEACON SSI INCORPORATED		
0000096586	MAY21 FUEL SYSTEM INSPECTION	125.00
	Check Date 7/9/2021 Total For Check # 109643	125.00
BRAVO SERVICES, INC		
17	JUNE21 CLEANING SERVICE	1,250.00
17	JUNE21 CLEANING SERVICE	300.00



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Invoice	Description	Invoice/Amount
17	JUNE21 CLEANING SERVICE	2,250.00
17	JUNE21 CLEANING SERVICE	200.00
17	JUNE21 CLEANING SERVICE	650.00
17	JUNE21 CLEANING SERVICE	1,200.00
Check Date 7/9/2021 Total For Check # 109644		5,850.00
C.A. BENSON & ASSOCIATES		
060321	ALLEY APPRAISAL-UNIMPROVED ALLEY SOUTH	450.00
Check Date 7/9/2021 Total For Check # 109645		450.00
CAPRIO PRISBY ARCHITECTUA		
1643	HPTA HUT ARCHIT SVCS	2,340.00
Check Date 7/9/2021 Total For Check # 109646		2,340.00
CARROLL CONSTRUCTION		
LE060713	CONCRETE COLDPATCH FOR SIDEWALKS	67.68
Check Date 7/9/2021 Total For Check # 109647		67.68
CDW-GOVERNMENT INC.		
F246954	DATAMAX BATTERIES	98.74
D661617	FIBER INTERNET CONNECTION 7/1-7/31/21	4,485.00
B073086	WI-FI MAINT AGREEMENT	2,146.00
C592651	OFFICE 365 LICENSES	498.44
Check Date 7/9/2021 Total For Check # 109648		7,228.18
CENTRAL TURF & IRRIGATION		
7664840-00	SPRINKLER HEADS FOR PARK IRRIGATION REPAIR	608.74
Check Date 7/9/2021 Total For Check # 109649		608.74
CHICAGO ELITE VOLLEYBALL CLUB, LLC		
514	JUNE 2021 SESSION	210.00
Check Date 7/9/2021 Total For Check # 109650		210.00
CHICAGO PARTS & SOUND LLC		
2J0003051	UPFIT NEW SQUAD 42	11,997.50
Check Date 7/9/2021 Total For Check # 109651		11,997.50
CHICAGO TRIBUNE SUBSCRIPT		
20097644-JUNE21	SUBSCRIPTION RENEWAL UNTIL 12/22/21	188.50
Check Date 7/9/2021 Total For Check # 109652		188.50
CINTAS CORPORATION 769		
5062723104	RE-STOCK MED CABINET-WP	163.96
4086762455	MAT SVC & TOWELS	27.42
4086762455	MAT SVC & TOWELS	21.39
4086762455	MAT SVC & TOWELS	12.15


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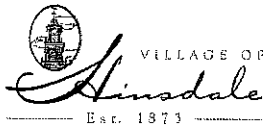
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4086762455	MAT SVC & TOWELS	46.07
4086762455	MAT SVC & TOWELS	42.97
4086762455	MAT SVC & TOWELS	22.85
4088072515	MAT & TOWEL SERVICE	27.42
4088072515	MAT & TOWEL SERVICE	21.39
4088072515	MAT & TOWEL SERVICE	12.15
4088072515	MAT & TOWEL SERVICE	42.97
4088072515	MAT & TOWEL SERVICE	46.07
4088072515	MAT & TOWEL SERVICE	22.85
Check Date 7/9/2021 Total For Check # 109653		509.66
CINTAS FIRST AID & SAFETY		
5065408536	MEDICAL CABINET RESTOCK	66.25
5065408536	MEDICAL CABINET RESTOCK	66.25
Check Date 7/9/2021 Total For Check # 109654		132.50
CLARENDON COURIER, INC		
2301	PARADE ADS	297.00
Check Date 7/9/2021 Total For Check # 109655		297.00
CLARKE ENVIRONMENT		
001016223	2021 MOSQUITO ABATEMENT VOB 4/20/21	13,874.00
Check Date 7/9/2021 Total For Check # 109657		13,874.00
CLEANSWEEP		
PS367917	STREET SWEEPING	115.00
PS372529	STREET SWEEPING	230.00
Check Date 7/9/2021 Total For Check # 109658		345.00
COEO SOLUTIONS		
1051739	FIBER INTERNET CONNECT 6/1-6/30/21	1,303.55
1053532	FIBER INTERNET CONNECTION 7/1-7/31/21	1,323.10
Check Date 7/9/2021 Total For Check # 109659		2,626.65
COMED		
0015093062	57TH STREET	157.79
0075151076	ELEANOR PARK	344.86
0203017056	WARMING HOUSE/PADDLE HUT	144.16
0203065105	CHESTNUT PARKING	32.59
0381057101	CLOCK TOWER	24.77
0395122068	STREET LIGHTS	39.89
0417073048	314 SYMONDS DR	171.11
0427019145	CAMERA 989/TAFT RD	32.68

109656 ——— VOIDED



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Invoice	Description	Invoice/Amount
0471095066	FOUNTAIN	180.20
0499147045	BURLINGTON PARK	28.56
0639032045	ROBBINS PARK	20.29
0651102260	PD CAMERA-701 E CHGO	32.40
0697168013	STREET LIGHTS	25.50
0825110049	PD CAMERA-440 E OGDEN	32.62
1107024145	LANDSCAPE LIGHTS 650	25.27
1993023010	RADIO EQUIPMENT FD	73.78
2195166237	PD CAMERA-5913 S MADISON	28.97
2378029015	WASHINGTON	33.47
2425068008	VEECK PARK	787.06
3454039030	VEECK PARK-WP	424.03
6583006139	BURLINGTON PARK	59.47
7011157008	NS CBQ RR	27.59
7011378007	PIERCE PARK	565.46
7011481018	WALNUT STREET	33.64
7093551008	KLM LODGE 80/20	301.41
7093551008	KLM LODGE 80/20	1,205.66
Check Date 7/9/2021 Total For Check # 109660		4,833.23
COMED		
8521083007	ROBBINS PARK	191.72
8521342001	TRAIN STATION	266.27
8521400008	WATER PLANT	36.18
8605174005	BROOK PARK	162.79
8605437007	POOL	3,037.62
8689206002	ELEANOR PARK	34.46
8689480008	STOUGH PARK	19.97
8689640004	BURNS FIELD	23.67
0795341007	YOUTH CENTER	11.90
Check Date 7/9/2021 Total For Check # 109661		3,784.58
COMED-6112		
1653148069	TRAFFIC SIGNALS 4/28-5/27/21	39.58
Check Date 7/9/2021 Total For Check # 109662		39.58
COMMERCIAL COFFEE SERVICE		
160793	BREAKFAST COFFEE	41.75
160793	BREAKFAST COFFEE	41.75
Check Date 7/9/2021 Total For Check # 109663		83.50



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Invoice	Description	Invoice/Amount
CONRAD POLYGRAPH, INC		
4351	POLYGRAPHS PD HIRES	640.00
4385	POLYGRAPHS PD HIRES	1,280.00
Check Date 7/9/2021 Total For Check # 109664		1,920.00
CONSERV FS		
6406024	EROSION MATTING	379.35
Check Date 7/9/2021 Total For Check # 109665		379.35
CORE & MAIN LP		
O256816	1" IPERL METERS, MXU'S & TOUCH PADS	6,228.00
O184556	TAPPING CLAMPS & 1.5" BRASS	3,699.80
O326337	1" METER COUPLINGS	528.75
P011902	TAPPING CLAMPS & 1" CORPS	1,267.72
O325382	1" METER COUPLINGS	465.30
Check Date 7/9/2021 Total For Check # 109666		12,189.57
COURTNEYS SAFETY LANE		
3016350	SAFETY INSPECTION UNIT #4	44.00
3016389	SAFETY INSPECTION UNIT #22B	44.00
Check Date 7/9/2021 Total For Check # 109667		88.00
CRD STUDIOS		
JULY 4TH PHOTOS	JULY 4TH PHOTOS	400.00
Check Date 7/9/2021 Total For Check # 109668		400.00
CYLINDERS INC		
10333	#5 DUMP BODY LIFT CYL REPAIR	299.25
Check Date 7/9/2021 Total For Check # 109669		299.25
DARLING INGREDIENTS, INC		
11605412	APPARATUS FLOOR TRAP CLEANING	925.00
271056	CLEAN KLM GREASE TRAP	153.00
Check Date 7/9/2021 Total For Check # 109670		1,078.00
DOCU-SHRED, INC.		
47502	DOCUMENT DESTRUCTION	40.00
47501	DOCUMENT DESTRUCTION	80.00
Check Date 7/9/2021 Total For Check # 109671		120.00
DUPAGE COUNTY DIV OF TRAN		
4725	STREET SIGNS	128.84
AP210512	APPLICATION FEE DUDOT	100.00
Check Date 7/9/2021 Total For Check # 109672		228.84



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Invoice	Description	Invoice/Amount
DUPAGE MATERIALS COMPANY		
14035	HOT PATCH	535.21
Check Date 7/9/2021 Total For Check # 109673		535.21
DUPAGE MAYORS & MANAGERS		
11090A	21-22 CONFERENCE MEMBERSHIP DUES	12,955.03
Check Date 7/9/2021 Total For Check # 109674		12,955.03
DUPAGE RIVER/SALT CREEK		
355	ANNUAL DUES FY2021-22	666.00
Check Date 7/9/2021 Total For Check # 109675		666.00
EQUIPMENT MANAGEMENT CO.		
59243	HANDLE GUARD TOOL	70.00
Check Date 7/9/2021 Total For Check # 109676		70.00
ETP LABS, INC		
21-135199	DISTRIBUTION BACTERIA SAMPLES-APR21	240.00
Check Date 7/9/2021 Total For Check # 109677		240.00
FACTORY MOTOR PARTS CO		
50-3403835	OIL FILTER WRENCHES	54.97
60-283807	OIL FILTERS	21.54
60-283807	OIL FILTERS	21.54
60-283807	OIL FILTERS	55.80
60-283808	FIRE M84 & M85 OIL FILTERS & OIL	125.52
60-284808	REAR ROTERS UNIT #13	202.34
50-3403136	BRAKE PADS UNIT #13	143.00
50-3415005	WIPER BLADES/BULBS	13.92
50-3415005	WIPER BLADES/BULBS	13.92
50-3415005	WIPER BLADES/BULBS	13.92
50-3415005	WIPER BLADES/BULBS	159.20
50-3415005	WIPER BLADES/BULBS	104.85
50-3415005	WIPER BLADES/BULBS	13.92
50-3415005	WIPER BLADES/BULBS	13.92
50-3410782	DEF FLUID FUNNELS	10.68
Check Date 7/9/2021 Total For Check # 109678		969.04
FCWRD		
008919-000-JUNE21	SEWER 4/21 TO 6/20/21	2,580.59
Check Date 7/9/2021 Total For Check # 109679		2,580.59



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Invoice	Description	Invoice/Amount
FEDEX		
7-391-29142	SHIPPING CHARGES	26.95
7-391-29142	SHIPPING CHARGES	26.95
Check Date 7/9/2021 Total For Check # 109680		53.90
FIRST COMMUNICATIONS, LLC		
121836740	PHONE CHARGES JUNE21	386.80
121836740	PHONE CHARGES JUNE21	165.77
121836740	PHONE CHARGES JUNE21	279.50
121836740	PHONE CHARGES JUNE21	620.89
121836740	PHONE CHARGES JUNE21	95.93
121836740	PHONE CHARGES JUNE21	202.08
121836740	PHONE CHARGES JUNE21	55.62
Check Date 7/9/2021 Total For Check # 109681		1,806.59
FLAG LADY CORP		
27046	STATION FLAGS	594.44
Check Date 7/9/2021 Total For Check # 109682		594.44
FOX VALLEY FIRE & SAFETY		
IN00438660	POOL FIRE EXTINGUISHER SVC	40.00
Check Date 7/9/2021 Total For Check # 109683		40.00
FREEWAY FORD TRUCK SALES		
547891	FRONT BRAKE PADS-#34	85.14
Check Date 7/9/2021 Total For Check # 109684		85.14
FULLERS SERVICE CENTER IN		
47	WEEKEND CBD GARBAGE & PARKS	2,299.00
PDMAYCARWASHE S	PD CAR WASHES	344.00
Check Date 7/9/2021 Total For Check # 109685		2,643.00
GALLS		
018487966	UNIFORMS	73.81
018489699	UNIFORMS	139.72
018400835	UNIFORMS	147.96
018441997	UNIFORMS	147.96
018390230	UNIFORMS	95.50
018393349	UNIFORMS	229.03
Check Date 7/9/2021 Total For Check # 109686		833.98



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Invoice	Description	Invoice/Amount
GIULIANOS PIZZA		
96	OVERTIME MEAL MAIN BREAK 6/13/21	53.26
	Check Date 7/9/2021 Total For Check # 109687	53.26
GOVQA, LLC		
INV504	ANNUAL RENEWAL PERMIT SOFTWARE	12,185.00
	Check Date 7/9/2021 Total For Check # 109688	12,185.00
GOVTEMPS USA, LLC		
3742794	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	294.00
3742793	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	4,639.71
3751845	TEMPORARY HR, CLERICAL, COM DEV STAFFING- VOB 2/2/2	4,361.00
	Check Date 7/9/2021 Total For Check # 109689	9,294.71
GRAINGER, INC.		
9920634277	TOOLS-WIRE BRUSH & WHEEL	70.14
	Check Date 7/9/2021 Total For Check # 109690	70.14
GRANICUS		
140337	LIVESTREAMING SVCS 6/11-9/10/21	1,230.00
	Check Date 7/9/2021 Total For Check # 109691	1,230.00
GRANT & POWER LANDSCAPING		
26281	CONT BD-5607 CHILDS AVE #26281	500.00
	Check Date 7/9/2021 Total For Check # 109692	500.00
HAWKINS, INC.		
4952813	POOL CHEMICALS	639.60
	Check Date 7/9/2021 Total For Check # 109693	639.60
HEALY ASPHALT COMPANY LLC		
27702	COLD PATCH	770.00
	Check Date 7/9/2021 Total For Check # 109694	770.00
HILDRETH, ROBERT W		
JULY2021	CHRISTMAS IN JULY MOVIE	150.00
	Check Date 7/9/2021 Total For Check # 109695	150.00
HINSDALE NURSERIES, INC.		
2226580	TRIBUTE TREE FOR GIRL SCOUT TROOP	339.00
1722082	KLM SOD	38.00
26294	CONT BD-418 N MONROE #26294	1,300.00
	Check Date 7/9/2021 Total For Check # 109696	1,677.00



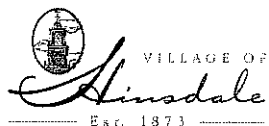
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Invoice	Description	Invoice/Amount
MECRAFTERS LLC		
26009	CONT BD-317 N GARFIELD #26009	10,000.00
26008	ST MGMT-317 N GARFIELD #26008	3,000.00
Check Date 7/9/2021 Total For Check # 109697		13,000.00
HONEY BUCKET		
14671	PARK PORTABLE RESTROOMS FOR ROBBINS	270.00
14822	PARK PORTABLE RESTROOMS	420.00
Check Date 7/9/2021 Total For Check # 109698		690.00
HR GREEN INC		
144270	PAY #2/21 CHGO WM PHASE 2 CONST OBS BOT-2/16/21	36,093.80
144136	BI-ANNUAL BRIDGE INSPECTECTION	3,974.07
144407	PAY #13/2020 INFRAC DESIGN BOT 8/6/19	14,065.50
141268	REP SVC PARKING DECK 12/19/20-1/22/21	262.55
141846	REP SVC PARKING DECK 1/23-2/19/21	1,092.50
Check Date 7/9/2021 Total For Check # 109699		55,488.42
INTERNATIONAL ASSOC OF FIRE CHIEFS		
000129297	ANNUAL MEMBERSHIP DUES	215.00
Check Date 7/9/2021 Total For Check # 109700		215.00
IALEIA		
20455	MEMBERSHIP DUES 5/21/21-5/21/22	50.00
Check Date 7/9/2021 Total For Check # 109701		50.00
IL SECRETARY OF STATE		
6162021	PLATES FOR NEW 42	158.00
Check Date 7/9/2021 Total For Check # 109702		158.00
ILLINOIS SHOTOKAN KARATE		
418	SPRING 2021	1,344.00
Check Date 7/9/2021 Total For Check # 109703		1,344.00
INDUSTRIAL ELECTRIC SUPPLY		
S100003677.001	NEW OUTLETS FOR S PAVILLION KLM	51.28
S100003723.001	STOVE INSTALL AT FD	25.56
Check Date 7/9/2021 Total For Check # 109704		76.84
INNER JASMINE		
UNPLUGJULY21	JULY UNPLUG & PLAY	75.00
Check Date 7/9/2021 Total For Check # 109705		75.00



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Invoice	Description	Invoice/Amount
INTERNATIONAL CODE COUNCIL		
3309959	ICC ANNUAL DUES	145.00
Check Date 7/9/2021 Total For Check # 109706		145.00
INTERNATIONAL EXTERMINATO		
06-1730	JUNE21 PEST CONTROL SVC	40.00
06-1730	JUNE21 PEST CONTROL SVC	113.00
06-1730	JUNE21 PEST CONTROL SVC	40.00
06-1730	JUNE21 PEST CONTROL SVC	40.00
06-1730	JUNE21 PEST CONTROL SVC	40.00
Check Date 7/9/2021 Total For Check # 109707		273.00
IRMA		
SALES0019287	2020 CLOSED CLAIMS MAY	587.52
SALES0011821	LEGAL/ZONING ISSUE	200.00
Check Date 7/9/2021 Total For Check # 109708		787.52
ISAWWA		
200064409	SCADA SEMINAR FOR CEU'S	36.00
200064493	SCADA SEMINAR FOR CEU'S	36.00
200064495	SCADA SEMINAR FOR CEU'S	36.00
200064496	SCADA SEMINAR FOR CEU'S	36.00
Check Date 7/9/2021 Total For Check # 109709		144.00
J JORDAN HOMES		
25252	STMWR BD-730 S GARFIELD #25252	12,300.00
Check Date 7/9/2021 Total For Check # 109710		12,300.00
JAMES J BENES & ASSOC INC		
PROJ 1617.000	PAY #1-THE LANE DRAINAGE STUDY BOT-4/5/21	907.54
PAY #4	2021 3RD PARTY REVIEWS PAY #4	9,618.50
Check Date 7/9/2021 Total For Check # 109711		10,526.04
JOOMAG, INC		
759228	DIGITAL BROCHURE SUBSCRIPTION RENEW	2,205.24
Check Date 7/9/2021 Total For Check # 109712		2,205.24
JSN CONTRACTORS SUPPLY		
84613	WHITE MARKING PAINT	80.40
Check Date 7/9/2021 Total For Check # 109713		80.40
K-FIVE CONSTRUCTION CORP		
30314	ASPHALT	98.00
Check Date 7/9/2021 Total For Check # 109714		98.00



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Invoice	Description	Invoice/Amount
KATHLEEN W BONO CSR		
8728	#V-05-21 & #V-06-21	238.40
8728	#V-05-21 & #V-06-21	383.30
Check Date 7/9/2021 Total For Check # 109715		621.70
KENNA BUILDERS		
25559	CONT BD-642 W NORTH #25559	10,000.00
25561	ST MGMT-642 W NORTH #25561	3,000.00
Check Date 7/9/2021 Total For Check # 109716		13,000.00
KH KIMS TAE KWON DO		
SPRING2021	SPRING 2021	495.00
Check Date 7/9/2021 Total For Check # 109717		495.00
KINGS LANDSCAPING CO		
1218993	LOCALIZED DRAINAGE SOLUTION	1,911.66
Check Date 7/9/2021 Total For Check # 109718		1,911.66
KIPPS LAWNMOWER SALES		
498349	REPAIR TO PORTABLE PUMP & MOTOR	110.78
Check Date 7/9/2021 Total For Check # 109719		110.78
KLEIN, THORPE, JENKINS LTD		
218681-218687	LEGAL FEES THRU 5/31/21	10,086.13
Check Date 7/9/2021 Total For Check # 109720		10,086.13
KLUBER, INC		
7667	DESIGN/BID DEVELOP PD/FD BOILER REPLACE	281.25
7667	DESIGN/BID DEVELOP PD/FD BOILER REPLACE	281.25
Check Date 7/9/2021 Total For Check # 109721		562.50
KRAMER FOODS		
06759158	RECREATION SUPPLIES	14.74
05772860	JULY 4 PARADE WATER	10.78
Check Date 7/9/2021 Total For Check # 109722		25.52
LAKE VIEW NATURE CENTER		
MAY2021	MAY 2021 PROGRAMS	183.60
Check Date 7/9/2021 Total For Check # 109723		183.60
LISA LOMBARDI COACHING		
50071767	TROPICAL ISLAND 6.28	39.20
Check Date 7/9/2021 Total For Check # 109724		39.20
MA RODRIGUEZ,		
2021-079	TRIBUTE TREE SUPPLY & INSTALL	1,210.00
Check Date 7/9/2021 Total For Check # 109725		1,210.00



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Invoice	Description	Invoice/Amount
MANGANIELLO, JIM		
JUNE2021	JUNE21 METER READINGS	60.00
	Check Date 7/9/2021 Total For Check # 109726	60.00
MCCANN INDUSTRIES, INC		
P47149	CONCRETE SAW BLADE	608.96
P30174	CONCRETE SAW BLADE	127.76
R02037	AIR HAMMER WHEN BACKHOE WAS DOWN	190.40
	Check Date 7/9/2021 Total For Check # 109727	927.12
MENARDS		
75723	TOOLS	25.33
75862	FOLDING CHAIRS FOR SPECIAL EVENTS	149.94
	Check Date 7/9/2021 Total For Check # 109728	175.27
METROPOLITAN INDUSTRIES		
INV027680	EMERG REPLACE OF LEVEL TRANSDUCERS IN CSO	3,145.06
	Check Date 7/9/2021 Total For Check # 109729	3,145.06
MIDWEST TIME RECORDER		
179232	MAY21 PUB SVC TIME CLOCK FEE	96.85
	Check Date 7/9/2021 Total For Check # 109730	96.85
MIKE LASLO LANDSCAPING		
26306	CONT BD-561 WALKER #26306	3,750.00
	Check Date 7/9/2021 Total For Check # 109731	3,750.00
NAMEPLATE & PANEL TECH		
267798	TRIBUTE TREE TAGS	50.00
	Check Date 7/9/2021 Total For Check # 109732	50.00
NAPA AUTO PARTS		
6306-590465	E84 BATTERY	520.12
4343-721650	FILTERS/SHOP SUPPLIES	84.96
4343-721650	FILTERS/SHOP SUPPLIES	50.96
4343-721650	FILTERS/SHOP SUPPLIES	21.86
4343-721650	FILTERS/SHOP SUPPLIES	30.51
4343-721650	FILTERS/SHOP SUPPLIES	543.78
4343-721882	OIL DRY	45.16
4343-720855	HEAT SHIELD TAPE FOR UNIT #34	25.49
6306-591645	M85 FILTER & VEHICLE MAINT SUPPLIES	174.88
6306-591651	BATTERY FOR D84	148.07
4343-722950	ENGINE OIL - #6, #34, #3	125.88



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Invoice	Description	Invoice/Amount
4343-723096	SWITCH - #82 HOT BOX	14.59
4343-723564	HEAT CONTROL VALVE & HOSES #99	127.21
Check Date 7/9/2021 Total For Check # 109733		1,913.47
NAPERVILLE READY MIX INC		
71442	CONCRETE	397.00
71629	CONCRETE	200.00
71629	CONCRETE	286.00
Check Date 7/9/2021 Total For Check # 109734		883.00
NEARMAP US INC.		
370967	INTERNET MAPPING SVCS	3,000.00
Check Date 7/9/2021 Total For Check # 109735		3,000.00
NELS J JOHNSON TREE EXPT		
1322731-A	T&M PRUNING 328 8TH	75.00
Check Date 7/9/2021 Total For Check # 109736		75.00
NEUCO INC		
5105041	VH HVAC	848.43
Check Date 7/9/2021 Total For Check # 109737		848.43
NICOR GAS		
13270110003	350 N VINE-5/17-6/16/21	137.00
12952110000	350 N VINE-5/17-6/16/21	43.80
38466010006	121 SYMONDS 5/16-6/17/21	70.34
38466010006	121 SYMONDS 5/16-6/17/21	70.35
90077900000	YOUTH CENTER 5/17-6/16/21	55.61
06677356575	PLATFORM TENNIS-5/18-6/17/21	217.18
Check Date 7/9/2021 Total For Check # 109738		594.28
NUCO2 INC		
66566443	CO2 TANK LEASE	441.17
6690750	CO2 TANK LEASE	139.69
Check Date 7/9/2021 Total For Check # 109739		580.86
O'LEARY'S CONTRACTORS EQUIP & SUPPLY		
381652	PPE REFLECTIVE HARD HAT STICKERS	10.50
382488	BOLT/SNAP RING & STARTER RECOIL	25.48
382488	BOLT/SNAP RING & STARTER RECOIL	11.60
Check Date 7/9/2021 Total For Check # 109740		47.58
ONE STEP		
172880	LESSON CARDS	141.19
172906	GIFT CARD POSTCARDS	177.34



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Invoice	Description	Invoice/Amount
	Check Date 7/9/2021 Total For Check # 109741	318.53
A.W. WENDELL & SONS LLC		
25529	CONT BD-741 S GARFIELD #25529	2,000.00
	Check Date 7/9/2021 Total For Check # 109742	2,000.00
ABRUZZO KITCHEN & BATH STUDIO		
25895	CONT BD-445 E HICKORY #25895	5,000.00
	Check Date 7/9/2021 Total For Check # 109743	5,000.00
ANGEL, RICHARD		
26308	CONT BD-314 N LINCOLN #26308	1,500.00
	Check Date 7/9/2021 Total For Check # 109744	1,500.00
ANGELL, THOMAS		
26143	CONT BD-5526 S WASHINGTON #26143	500.00
	Check Date 7/9/2021 Total For Check # 109745	500.00
AP PREFERRED PROPERTIES LLC		
25043	CONT B D-427 FULLER #25043	6,250.00
	Check Date 7/9/2021 Total For Check # 109746	6,250.00
ASSET & ESTATE LIQUIDATORS INC		
25968	KLM SECURITY DEP-EN210709 #25968	200.00
	Check Date 7/9/2021 Total For Check # 109747	200.00
BARRON, EMILY		
223893	NERF FLAG FOOTBALL CANCELLED	52.00
	Check Date 7/9/2021 Total For Check # 109748	52.00
BEDNARA, JOSEPH		
25952	KLM SECURITY DEP-EN210627 #25952	250.00
	Check Date 7/9/2021 Total For Check # 109749	250.00
BLAIR, MARY		
226857	WITHDREW FROM LEARN TO PLAY PICKLEBALL CLASS	95.00
	Check Date 7/9/2021 Total For Check # 109750	95.00
BOCK, JOEL		
060121	INTERIOR PLUMBING WORK REIMBURSE	341.00
	Check Date 7/9/2021 Total For Check # 109751	341.00
BRADLEY, FRANCIS & JOSEPHINE		
26156	CONT BD-5561 BARTON #26156	2,750.00
	Check Date 7/9/2021 Total For Check # 109752	2,750.00

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Invoice	Description	Invoice/Amount
BRELJE, MARCY		
225657	PICNIC REFUND	50.00
	Check Date 7/9/2021 Total For Check # 109753	50.00
BUONA HOMES		
25380	STMWR BD-409 S GRANT #25380	8,300.00
	Check Date 7/9/2021 Total For Check # 109754	8,300.00
BUONA HOMES LLC		
25838	ST MGMT-717 S GRANT #25838	3,000.00
	Check Date 7/9/2021 Total For Check # 109755	3,000.00
BUONA HOMES LLC		
25837	CONT BD-717 S GRANT #25837	10,000.00
	Check Date 7/9/2021 Total For Check # 109756	10,000.00
BUSHMAN CONSTRUCTION		
26200	CONT BD-120 W HINSDALE #26200	1,000.00
	Check Date 7/9/2021 Total For Check # 109757	1,000.00
CANINO, KATIE		
25974	KLM SECURITY DEP-EN211218 #25974	450.00
	Check Date 7/9/2021 Total For Check # 109758	450.00
CHEUNG, JESSIE		
226874	WITHDREW FROM VIRTUAL CREATIVE WRITING CLASS	106.00
	Check Date 7/9/2021 Total For Check # 109759	106.00
CHICAGO HONEY BEAR DANCERS, INC		
JULY 4TH	JULY 4TH PARADE PERFORMER	1,500.00
	Check Date 7/9/2021 Total For Check # 109760	1,500.00
CIKANEK, GEORGE & CAROL		
0126	REIMBURSE PKWY REPAIRS-INFRASTR PROJ	700.00
	Check Date 7/9/2021 Total For Check # 109761	700.00
COFFMAN, MATT		
225281	POOL MEMBERSHIP CANCELLED	210.00
	Check Date 7/9/2021 Total For Check # 109762	210.00
COOPER, DONNA M		
S-10	INTERIOR PLUMBING WORK REIMB	285.00
	Check Date 7/9/2021 Total For Check # 109763	285.00



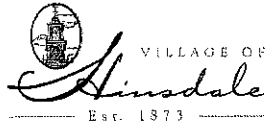
Warrant Register 1742

Invoice	Description	Invoice/Amount
D&S CONSTRUCTION INC		
26258	CONT BD-533 N WASHINGTON #26258	1,800.00
	Check Date 7/9/2021 Total For Check # 109764	1,800.00
DEGROOT, ELIZABETH		
25920	KLM SECURITY DEP-EN210611 #25920	50.00
	Check Date 7/9/2021 Total For Check # 109765	50.00
DESIKACHARI, BALAJI		
1404522	OVERPAID FINAL BILL	41.14
	Check Date 7/9/2021 Total For Check # 109766	41.14
ENTSMINGER, DAN		
224364	WITHDREW FROM 5 STAR SOCCER CAMP	125.00
	Check Date 7/9/2021 Total For Check # 109767	125.00
GOGGIN, MEGAN		
223962	POOL REFUND	60.00
	Check Date 7/9/2021 Total For Check # 109768	60.00
GUST, BILL		
224301	WITHDREW FROM PICKLEBALL CLASS	95.00
	Check Date 7/9/2021 Total For Check # 109769	95.00
HAMCO, INC		
26276	CONT BD-29 E FIRST #26276	10,000.00
	Check Date 7/9/2021 Total For Check # 109770	10,000.00
HANLEY, EILEEN		
26189	CONT BD-5831 S GRANT #26189	2,250.00
	Check Date 7/9/2021 Total For Check # 109771	2,250.00
HEIDI B PYRROS TTEE		
26202	CONT BD-529 WALKER #26202	3,100.00
	Check Date 7/9/2021 Total For Check # 109772	3,100.00
HYLAND, LINDA KAY		
26214	CONT BD-131 N ADAMS #26214	1,000.00
	Check Date 7/9/2021 Total For Check # 109773	1,000.00
IMRAN, IRZA		
25992	KLM SECURITY DEP-EN210613 #25992	500.00
	Check Date 7/9/2021 Total For Check # 109774	500.00



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Invoice	Description	Invoice/Amount
IRISH CASTLE INC		
26311	CONT BD-420 N QUINCY #26311	500.00
	Check Date 7/9/2021 Total For Check # 109775	500.00
IRISH CASTLE, INC		
26312	CONT BD-221 N VINE #26312	500.00
	Check Date 7/9/2021 Total For Check # 109776	500.00
IVANELLI, AMANDA		
22664	WITHDREW FROM FLAG FOOTBALL CAMPS	290.00
	Check Date 7/9/2021 Total For Check # 109777	290.00
JEBB, VANESSA		
25919	KLM SECURITY DEP-EN210606 #25919	250.00
	Check Date 7/9/2021 Total For Check # 109778	250.00
KATSIKEAS, NICCOLE		
26674	KLM SECURITY DEP-EN201031 #26674	450.00
	Check Date 7/9/2021 Total For Check # 109779	450.00
KERMOTT, ALEXIS		
225278	POOL REFUND	269.00
	Check Date 7/9/2021 Total For Check # 109780	269.00
KESSINGER, KEVIN & KELLY		
26303	CONT BD-315 N LINCOLN #26303	500.00
	Check Date 7/9/2021 Total For Check # 109781	500.00
KIM, SK		
061721	REIMBURSE INTERIOR PLUMBING WORK	546.00
	Check Date 7/9/2021 Total For Check # 109782	546.00
KING'S COURT BUILDERS		
25398	STMWR BD-937 S THURLOW #25398	6,000.00
	Check Date 7/9/2021 Total For Check # 109783	6,000.00
LAMBERT, JEFF		
223155	WITHDREW FROM PICKLEBALL	100.00
	Check Date 7/9/2021 Total For Check # 109784	100.00
LAMBKE, HELENA		
226657	SCHEDULE CONFLICT OLYMPICS CAMP	90.00
	Check Date 7/9/2021 Total For Check # 109785	90.00



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Invoice	Description	Invoice/Amount
LESHINSKI, CHAIDAN		
223076	WITHDREW FROM LIL PINT BASKETBALL	84.00
	Check Date 7/9/2021 Total For Check # 109786	84.00
M-HOUSE		
25219	STMWR BD-5626 CHILDS #25219	10,800.00
	Check Date 7/9/2021 Total For Check # 109787	10,800.00
MAALI, CHEREEN		
26104	CONT BD-618 N JEFFERSON #26104	1,500.00
	Check Date 7/9/2021 Total For Check # 109788	1,500.00
MAKELARSKI, JENNIFER		
225687	WITHDREW FROM SUMMER PROGRAMS	70.00
225687	WITHDREW FROM SUMMER PROGRAMS	294.00
225687	WITHDREW FROM SUMMER PROGRAMS	122.00
225687	WITHDREW FROM SUMMER PROGRAMS	122.00
	Check Date 7/9/2021 Total For Check # 109789	608.00
MARTIN, TODD & DOROTHY		
26218	BLDG PERMIT-TEMP CO-635 W NORTH #26218	51,450.00
	Check Date 7/9/2021 Total For Check # 109790	51,450.00
MATTHEW RYAN BUILDERS		
26956	CONT BD-736 BITTERSWEET #26956	4,500.00
	Check Date 7/9/2021 Total For Check # 109791	4,500.00
MERIDIAN REM LLC		
25376	CONT BD-635 W NORTH #25376	10,000.00
	Check Date 7/9/2021 Total For Check # 109792	10,000.00
MERIDIAN REM LLC		
25375	ST MGMT-635 W NORTH #25375	3,000.00
	Check Date 7/9/2021 Total For Check # 109793	3,000.00
MIDWEST MOLE, INC		
METER #26200445	DEPOSIT/WATER USED	-24.75
METER #26200445	DEPOSIT/WATER USED	2,000.00
	Check Date 7/9/2021 Total For Check # 109794	1,975.25
MINEAU, JOANNA		
224216	RISE FIELD HOCKEY CANCELLED	295.00
	Check Date 7/9/2021 Total For Check # 109795	295.00



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Invoice	Description	Invoice/Amount
MULLIGAN, MOLLY		
223961	CANCELLED POOL PARTY	450.00
	Check Date 7/9/2021 Total For Check # 109796	450.00
PAPUGA, CHARANNE		
227106	WITHDREW FROM BASKETBALL TRAINING CAMP	178.00
	Check Date 7/9/2021 Total For Check # 109797	178.00
PAYETTE, LUKE		
224315	RISE FIELD HOCKEY CANCELLED	295.00
	Check Date 7/9/2021 Total For Check # 109798	295.00
PAYETTE, LUKE		
227001	WITHDREW FROM ARCHERY CAMP	174.00
	Check Date 7/9/2021 Total For Check # 109799	174.00
PAYNE, ASHLEY		
225279	PARTIAL PICNIC REFUND	80.00
	Check Date 7/9/2021 Total For Check # 109800	80.00
POINTON, DAVE		
885981	REFUND FIELD RENTALS	46.88
	Check Date 7/9/2021 Total For Check # 109801	46.88
QUALITY WORK INCORPORATED		
26339	CONT BD-414 E FIRST #26339	500.00
	Check Date 7/9/2021 Total For Check # 109802	500.00
RIORDAN SIGNATURE HOMES		
25223	ST MGMT-436 S MONROE #25223	3,000.00
	Check Date 7/9/2021 Total For Check # 109803	3,000.00
ROSENBERG, JOHN		
26004	CONT BD-530 HIGHLAND RD #26004	500.00
	Check Date 7/9/2021 Total For Check # 109804	500.00
SCALETТА, JOHN		
24852	KLM SECURITY DEP-EN200912 #24852	500.00
	Check Date 7/9/2021 Total For Check # 109805	500.00
SEVERINO, VICTOR		
25273	STMWR BD-911 S GRANT #25273	9,000.00
	Check Date 7/9/2021 Total For Check # 109806	9,000.00



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Invoice	Description	Invoice/Amount
SIM DEVELOPMENT		
25533	STMWR BD-5840 S GARFIELD #25533	3,200.00
	Check Date 7/9/2021 Total For Check # 109807	3,200.00
SMOLYAKOVA, TATYANA		
226880	CLASS CANCEL	199.00
	Check Date 7/9/2021 Total For Check # 109808	199.00
STAR TUCKPOINTING INC		
26393	CONT BD-214 S WASHINGTON #26393	500.00
	Check Date 7/9/2021 Total For Check # 109809	500.00
STAR TUCKPOINTING INC		
26392	CONT BD-27 SHARON COURT #26392	500.00
	Check Date 7/9/2021 Total For Check # 109810	500.00
STAT PADS		
1269561	BURNS AED MAINTENANCE	480.00
	Check Date 7/9/2021 Total For Check # 109811	480.00
STEPAN-PAAR, HEATHER		
26657	WEDDING CANCEL-#26657	550.00
	Check Date 7/9/2021 Total For Check # 109812	550.00
STUTZMAN, BRENT OR SUSAN		
26340	CONT BD-420 N QUINCY #26340	500.00
	Check Date 7/9/2021 Total For Check # 109813	500.00
SUFFIELD, ALYSE		
25951	KLM SECURITY DEP-EN210626 #25951	500.00
	Check Date 7/9/2021 Total For Check # 109814	500.00
TOMKO, JEAN		
1531	REIMBURSE INTERIOR PLUMBING WORK	697.00
	Check Date 7/9/2021 Total For Check # 109815	697.00
TRINITY H LTD		
26548	CONT BD-5833 S THURLOW #25648	500.00
	Check Date 7/9/2021 Total For Check # 109816	500.00
VISTRO RESTAURANT		
3155	RETURNED MERCHANT HANG-TAGS	360.00
	Check Date 7/9/2021 Total For Check # 109817	360.00

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Invoice	Description	Invoice/Amount
WINTRUST FINANCIAL		
070121	OVERPAID FOR PARKING HANGTAGS	900.00
	Check Date 7/9/2021 Total For Check # 109818	900.00
WOGRONIC, MARVIN		
3206904	OVERPAID FINAL BILL	27.52
	Check Date 7/9/2021 Total For Check # 109819	27.52
WOOD, STUART		
226640	WITHDREW FROM TRACK AND FIELD CLASSES	229.00
	Check Date 7/9/2021 Total For Check # 109820	229.00
ORBIS SOLUTIONS		
5571592	6/1-6/30/21 MONTHLY IT SUPPORT	13,744.00
5571548	AFTER HOURS EMERG SUPPORT	2,662.50
5571170	AFTER HOURS EMERG IT SUPPORT	487.50
5571638	AFTER HOURS EMERGENCY SUPPORT	1,280.00
5571709	IT SERVICES 7/1-7/31/21	13,744.00
5571709	IT SERVICES 7/1-7/31/21	600.00
	Check Date 7/9/2021 Total For Check # 109821	32,518.00
P & G KEENE		
219214	STARTER MOTOR - #16	365.85
	Check Date 7/9/2021 Total For Check # 109822	365.85
PENTEGRA SYSTEMS		
62994	CAMERA REPAIRS	1,117.00
	Check Date 7/9/2021 Total For Check # 109823	1,117.00
PERSONNEL STRATEGIES LLC		
PEACE2021	SKILLS ASSESSMENT PD HIRES	4,800.00
	Check Date 7/9/2021 Total For Check # 109824	4,800.00
PIONEER PRESS		
INV790615	PAINT FOR LOCATING & FINE ARTS FEST	310.70
	Check Date 7/9/2021 Total For Check # 109825	310.70
PLAQUES PLUS		
G0526-76	BENCH DONATION PLAQUE	127.08
	Check Date 7/9/2021 Total For Check # 109826	127.08
PRAXAIR DISTRIBUTION, INC		
63726470	POOL CHEMICALS	128.83
	Check Date 7/9/2021 Total For Check # 109827	128.83



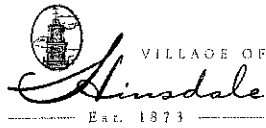
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Invoice	Description	Invoice/Amount
RAILROAD MANAGEMENT CO		
440572	RAILROAD LICENSE FEES STORM SEWER	1,044.32
432590	LICENSE FEES STORM SEWER 6"	712.29
	Check Date 7/9/2021 Total For Check # 109828	1,756.61
RAY OHERRON CO INC		
2115544-IN	SERVICE BAR SEW ONS	198.00
	Check Date 7/9/2021 Total For Check # 109829	198.00
RECREATION SUPPLY CO INC		
421645	SAND CHAIRS	968.56
	Check Date 7/9/2021 Total For Check # 109830	968.56
RECREONICS		
860828	HERONRIB DRY DECK	2,167.86
	Check Date 7/9/2021 Total For Check # 109831	2,167.86
RED WING BUSINESS ADVANTA		
20210610019991	UNIFORM ALLOW	215.99
	Check Date 7/9/2021 Total For Check # 109832	215.99
REPUBLIC SERVICES #551		
0551-015178199	RESIDENT WASTE STICKERS/TAGS	3,450.00
0551-01573402	1 WASTE CONTAINER	95.44
	Check Date 7/9/2021 Total For Check # 109833	3,545.44
RESORT CONTACT FURNISHINGS CO		
8741	REPLACING OLD POOL DECK CHAIRS	2,989.00
	Check Date 7/9/2021 Total For Check # 109834	2,989.00
REVIZE, LLC		
11863	SSL CERTIFICATE ANNUAL FEE 2021	175.00
	Check Date 7/9/2021 Total For Check # 109835	175.00
SEMMER LANDSCAPE		
21171	MAY21 LANDSCAPE SERVICES	4,527.50
21171	MAY21 LANDSCAPE SERVICES	11,752.50
	Check Date 7/9/2021 Total For Check # 109836	16,280.00
SHERWIN WILLIAM-WESTMONT		
4525-0	TRAFFIC PAINT	280.58
	Check Date 7/9/2021 Total For Check # 109837	280.58
SIGNS NOW		
SN195-58661	SIGNS FOR PARKING DECK	649.00
	Check Date 7/9/2021 Total For Check # 109838	649.00



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Invoice	Description	Invoice/Amount
SIKICH, LLP		
514698	PROGRESS BILLING FOR AUDIT 12/31/20	6,500.00
	Check Date 7/9/2021 Total For Check # 109839	6,500.00
SIRCHIE		
0498982-IN	EVIDENCE BAGS	61.25
	Check Date 7/9/2021 Total For Check # 109840	61.25
SITE ONE LANDSCAPE SUPPLY		
110339930-001	FERTILIZER FOR CBD FLOWER BEDS	396.02
	Check Date 7/9/2021 Total For Check # 109841	396.02
SPORTS R US		
2540	SUMMER 2021 JUNE	3,072.00
	Check Date 7/9/2021 Total For Check # 109842	3,072.00
STARGUARD ELITE LLC		
2085	LIFEGUARD CERTIFICATIONS 2021	2,500.00
2282	LIFEGUARD CERTIFICATIONS 2021	150.00
	Check Date 7/9/2021 Total For Check # 109843	2,650.00
STERLING CODIFIERS INC		
8754	2021 S-3 SUPPLEMENT EDITING ORDS	1,070.00
8755	2021 S-1 SUPPLEMENT EDITING ORDS	300.00
	Check Date 7/9/2021 Total For Check # 109844	1,370.00
SUBURBAN DOOR CHECK		
IN537198	REPLACE LOCKS FOR GATES & DOORS POOL	262.11
	Check Date 7/9/2021 Total For Check # 109845	262.11
TAMELING INDUSTRIES		
0153873-IN	PKWY RESTORATION FOR MAIN BREAK	79.50
0153012-IN	SOIL FOR RAISED GARDENS BEDS-PIERCE PK	67.50
	Check Date 7/9/2021 Total For Check # 109846	147.00
TASC-CLIENT INVOICES		
IN2047586	COBRA ADMIN FEES-8/1-10/31/21	294.84
	Check Date 7/9/2021 Total For Check # 109847	294.84
TERRAIN LANDSCAPE CONTRACTORS		
061321	ARBORVITAES TREES	16,630.00
	Check Date 7/9/2021 Total For Check # 109848	16,630.00
THE HINSDALEAN		
9351	#V-06-21	180.60
9502	ANNUAL TREASURERS REPORT	1,760.00



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Invoice	Description	Invoice/Amount
	Check Date 7/9/2021 Total For Check # 109849	1,940.60
THE LAW OFFICES OF AARON H. REINKE		
H-6-17-2021	ADMIN HEARINGS-TOWINGS	150.00
	Check Date 7/9/2021 Total For Check # 109850	150.00
THE SCRIBBLE BOOKS COMPANY, INC		
BSE70281	JULY LUNCH ON THE LAWN	550.00
	Check Date 7/9/2021 Total For Check # 109851	550.00
THE STEVENS GROUP		
0112867	#10 ENVELOPES WINDOWS/NON-WINDOWS	751.00
	Check Date 7/9/2021 Total For Check # 109852	751.00
THIRD MILLENIUM		
26369	UTILITY BILLING/BUCKSLIPS/GIFT CARDS	100.59
26369	UTILITY BILLING/BUCKSLIPS/GIFT CARDS	398.73
26369	UTILITY BILLING/BUCKSLIPS/GIFT CARDS	1,057.63
26414	VEHICLE STICKER PURCHASED 2/22-6/15/21	1,244.85
	Check Date 7/9/2021 Total For Check # 109853	2,801.80
THOMPSON ELEVATOR INSPEC		
21-0831	3RD PARTY ELEVATOR INSP/RVW	100.00
	Check Date 7/9/2021 Total For Check # 109854	100.00
THOMSON REUTERS WEST		
844441442	CLEAR SUBSCRIPTION CHARGES	211.84
	Check Date 7/9/2021 Total For Check # 109855	211.84
TOSHIBA FINANCIAL SERVICE		
446273724	COPIER LEASE ADMIN-SC1HJ17548	275.00
446618621	COPIER LEASE-JUNE21	269.12
446618621	COPIER LEASE-JUNE21	269.12
446618621	COPIER LEASE-JUNE21	269.12
446618621	COPIER LEASE-JUNE21	269.12
	Check Date 7/9/2021 Total For Check # 109856	1,351.48
TPI BLDG CODE CONSULTANT		
202105	3RD PARTY PLUMBING INSP MAY21	2,150.00
202105	3RD PARTY PLUMBING INSP MAY21	934.65
	Check Date 7/9/2021 Total For Check # 109857	3,084.65
TRAFFIC CONTROL & PROTECT		
107053	STREET NAME SIGNS	287.35
	Check Date 7/9/2021 Total For Check # 109858	287.35



Warrant Register 1742

Invoice	Description	Invoice/Amount
TRUSTWORTHY CLEANING		
28	MAY LODGE CLEANINGS	2,850.00
	Check Date 7/9/2021 Total For Check # 109859	2,850.00
TWIN LAKE GREENHOUSE LLC		
58032	2021 NURSERY PLANTS	8,690.00
	Check Date 7/9/2021 Total For Check # 109860	8,690.00
USA BLUE BOOK		
618177	HYDRANT REPAIR KITS & DPD PACKETS	1,599.84
	Check Date 7/9/2021 Total For Check # 109861	1,599.84
VERIZON WIRELESS		
9880776896	MONTHLY CHARGES - APR 29 - MAY 28	264.59
9880776896	MONTHLY CHARGES - APR 29 - MAY 28	125.93
9880776896	MONTHLY CHARGES - APR 29 - MAY 28	523.42
9882570498	IPADS/MODEMS/CAMERAS 6/24-7/23/21	110.66
9882570498	IPADS/MODEMS/CAMERAS 6/24-7/23/21	332.43
9882570498	IPADS/MODEMS/CAMERAS 6/24-7/23/21	110.66
9882570498	IPADS/MODEMS/CAMERAS 6/24-7/23/21	36.87
	Check Date 7/9/2021 Total For Check # 109862	1,504.56
VERN GOERS GREENHOUSE INC		
49550	SOIL FOR CBD CONTAINERS	72.00
	Check Date 7/9/2021 Total For Check # 109863	72.00
VILLAGE TRUE VALUE HDWE		
244601	LPR PARTS FOR OGDEN & CLR	2.95
244600	PAINT	11.50
244625	PUB SVC KITCHEN CABINET HINGE	4.76
120938	SPRAY PAINT FOR WHEELS	11.50
	Check Date 7/9/2021 Total For Check # 109864	30.71
VULCAN CONST MATERIALS LL		
32659994	CA-7 STONE BACKFILL (2 LOADS)	859.21
	Check Date 7/9/2021 Total For Check # 109865	859.21
WAREHOUSE DIRECT INC		
4971809-0	KLM EVENT SUPPLIES	19.99
4971458-0	HVY DUTY SOAP	171.08
4959423-0	PARKS JANITORIAL	118.00
4977772-0	OFFICE SUPPLIES	55.03
4975218-0	KLM JANITORIAL SUPPLIES	74.13

**Warrant Register 1742**

Invoice	Description	Invoice/Amount
4963487-0	PAPER	183.32
4983086-0	OFFICE & KITCHEN SUPPLIES	51.14
4983086-0	OFFICE & KITCHEN SUPPLIES	51.13
4983086-0	OFFICE & KITCHEN SUPPLIES	35.57
4980731-0	SUPPLIES	281.57
4983199-0	LODGE SUPPLIES	15.18
4983199-0	LODGE SUPPLIES	132.19
4989847-0	OFFICE SUPPLIES-LEGAL PADS	28.66
4989881-0	KITCHEN SUPPLIES	23.79
4984933-0	KLM SUPPLIES	13.68
4984933-0	KLM SUPPLIES	23.90
4991662-0	KLM SUPPLIES	115.40
4991662-0	KLM SUPPLIES	26.99
4992596-0	KITCHEN SUPPLIES	19.14
4986002-0	JANITORIAL SUPPLIES	460.66
Check Date 7/9/2021 Total For Check # 109866		1,900.55
WATER SERVICES COMPANY OF ILLINOIS		
31745	EMERG LEAK DETECTION	315.00
Check Date 7/9/2021 Total For Check # 109867		315.00
WEX HEALTH INC		
0001354058-IN	MAY21 FSA	8.50
0001354058-IN	MAY21 FSA	17.00
0001354058-IN	MAY21 FSA	21.25
0001354058-IN	MAY21 FSA	8.50
0001354058-IN	MAY21 FSA	4.25
0001354058-IN	MAY21 FSA	21.25
0001339649-IN	APR21 FSA	8.50
0001339649-IN	APR21 FSA	17.00
0001339649-IN	APR21 FSA	21.25
0001339649-IN	APR21 FSA	4.25
0001339649-IN	APR21 FSA	8.50
0001339649-IN	APR21 FSA	21.25
Check Date 7/9/2021 Total For Check # 109868		161.50
WILLIAMS ASSOC ARCHITECTS		
0020377	PARTIAL PAYMENT-COM POOL ARCHITECT BIDDING	1,322.98
0020387	PARTIAL PAYMENT-COM POOL ARCHITECT BIDDING	2,053.98
Check Date 7/9/2021 Total For Check # 109869		3,376.96



Warrant Register 1742

Invoice	Description	Invoice/Amount
WILLOWBROOK FORD INC		
6352087	REPAIRS TO SQUAD 45	132.89
6351566-2	CHECK AC UNIT #25	135.00
	Check Date 7/9/2021 Total For Check # 109870	267.89
WU MASTER LLC		
SUM21	SUMMER CLASS INVOICE 1	1,610.00
	Check Date 7/9/2021 Total For Check # 109871	1,610.00
AFLAC-FLEXONE		
11212	Payroll Run 1 - Warrant PR2114	856.48
	Check Date 7/9/2021 Total For Check # 109872	856.48
COLONIAL LIFE PROCESSIONING		
11208	Payroll Run 1 - Warrant PR2114	92.36
	Check Date 7/9/2021 Total For Check # 109873	92.36
ILLINOIS FRATERNAL ORDER		
11210	Payroll Run 1 - Warrant PR2114	864.00
	Check Date 7/9/2021 Total For Check # 109874	864.00
NATIONWIDE RETIREMENT SOL		
11211	Payroll Run 1 - Warrant PR2114	200.00
	Check Date 7/9/2021 Total For Check # 109875	200.00
NATIONWIDE TRUST CO FSB		
11213	Payroll Run 1 - Warrant PR2114	3,475.86
	Check Date 7/9/2021 Total For Check # 109876	3,475.86
NCPERS GRP LIFE INS#3105		
11209	Payroll Run 1 - Warrant PR2114	224.00
	Check Date 7/9/2021 Total For Check # 109877	224.00
STATE DISBURSEMENT UNIT		
11214	Payroll Run 1 - Warrant PR2114	230.77
	Check Date 7/9/2021 Total For Check # 109878	230.77
	Total For ALL Checks	670,180.84



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	401,377.77
CAPITAL PROJECTS FUND	400	52,524.84
WATER & SEWER OPERATIONS FUND	600	35,306.08
WATER & SEWER CAPITAL FUND	620	1,911.66
ESCROW FUND	720	168,300.00
PAYROLL REVOLVING FUND	740	10,717.99
LIBRARY OPERATIONS	900	42.50
	TOTALS:	670,180.84

END OF REPORT

REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Consent Agenda -ACA

SUBJECT: Liquor Code Minor Updates

MEETING DATE: July 13, 2021

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

Recommended Motion

Approve an ordinance amending various sections in Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code relative to alcoholic liquor and licenses.

Background

Earlier this year, the Village Board approved requests from Egg Harbor Café and Yia Yia's Pancake House and issued Class B restaurant liquor licenses. Currently, the liquor code allows the sale of alcoholic liquor for consumption on the premises only between the hours of 11:00 a.m. and 12:00 a.m. (midnight) Friday and Saturday and 11:00 a.m. to 10:30 p.m. Sunday through Thursday.

Egg Harbor Café and Yia Yia's Pancake House are generally open from 7:00 a.m. to 2:00 p.m. and serve a breakfast and lunch menu. Both Egg Harbor and Yia Yia's expressed a desire to sell Mimosas and Bloody Mary's when they applied to the Village for a Class B restaurant liquor license.

If the Board wishes to accommodate their request, you may wish to consider a separate liquor license classification that would allow restaurants that only serve breakfast and lunch to serve alcoholic liquor from 7:00 a.m. to 3:00 p.m. everyday.

Village staff surveyed comparable communities to determine the hours they allow alcoholic liquor to be served:

Hours Alcoholic Liquor May Be Dispensed/Consumed		
	Sunday thru Thursday	Friday and Saturday
Hinsdale	11:00 am to 10:30 pm	11:00 am to 12:00 am
Glen Ellyn	7:00 am to 1:00 am	7:00 am to 2:00 am
Oak Brook	6:00 am to 1:00 am	6:00 am to 2:00 am
Western Springs	11:00 am to 12:00 am	11:00 am to 1:00 am
Clarendon Hills	6:00 am to 1:00 am	6:00 am to 2:00 am
Winnetka	9:00 am to 12:00 am	9:00 am to 12:00 am
Wilmette	11:00 am to 11:00 pm	11:00 am to 12:00 am
Northbrook	6:00 am to 1:00 am	6:00 am to 2:00 am
Lake Forest	6:00 am to 12:00 am	6:00 am to 12:00 am

Staff has also received an inquiry from a restaurant liquor license holder regarding the minimum age of wait staff and requesting requested that the Village consider lowering the age of the waitstaff to be at least 18 years old to serve alcoholic liquor. Currently, our Village ordinance requires anyone dispensing alcoholic liquor to be 21 years of age. State law allows municipalities to determine the age (but must be at least 18 years of age) of persons allowed to serve alcoholic liquor.

On May 4, 2021, the Village Board approved requests from the ZaZu Salon and the White Buffalo Barbershop for a Class C Personal Services liquor license. A Class C liquor license allows for limited retail sale or complimentary distribution by the glass of wine and beer for consumption on the premises. Retail sale shall be permitted only incidental to the business of the establishment. In addition to the most recent requests from ZaZu and White Buffalo, there are three additional Class C liquor license holders that include Elysian Nail Spa, Nourished Table and Home LLC and Ten Friends Blow Dry and Style House.

The Class C Personal Services liquor license requires that the retail sale by the glass of beer and wine "shall be permitted only incidental to the business of the establishment". Since businesses qualifying for the Class C Personal Services liquor license are not restaurants the Board may wish to consider other safeguard to prevent the abuse of alcohol from occurring, such as limiting service to one glass per hour.

Discussion & Recommendation

Based upon a review of like communities hours which alcoholic liquor may be consumed, staff recommends adding a separate liquor license classification (Class B5) specifically for restaurants serving breakfast and lunch to dispense alcoholic liquor for consumption on the premises from 7:00 a.m. to 3:00 p.m. (every day).

The Board may wish to consider an exception for Mother's Day, Father's Day and Easter that will allow all restaurants with valid liquor licenses to allow alcoholic liquor to be dispensed at 7:00 a.m. if they decide to open for a special brunch menu.

Staff further recommends the following changes to the liquor code:

- Limit the amount of alcoholic liquor that may be dispensed by Class C Personal Service license holders to 6oz of wine or a 12oz serving of beer per visit.
- Lowers the age of wait staff allowed to serve alcoholic beverages from age 21 to age 18 (persons selling packaged liquor or pouring/mixing alcoholic liquor must be at least 21 years).
- Adding new language suggested by the Village attorney to the liquor code regarding shifting the cost of a transcript for a license appeals to the licensee.
- Adding language to automatically reduce the availability of authorized liquor licenses if a licensee does not renew their license, goes out of business, or is revoked or terminated by the Liquor Commissioner.

Budget Impact

N/A

Village Board and/or Committee Action

Following discussion on June 15, 2021, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Draft Liquor Code Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS IN TITLE 3 (BUSINESS AND
LICENSE REGULATIONS), CHAPTER 3 (LIQUOR CONTROL) OF THE VILLAGE
CODE OF HINSDALE, ILLINOIS RELATIVE TO ALCOHOLIC LIQUOR AND
LICENSES**

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 *et seq.*) grants to the Village of Hinsdale the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale at retail of alcoholic liquor not inconsistent with the Act, the penalties for the violation of regulations and restrictions relative to operation under local licenses, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") desire to make certain amendments to Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) relative to the number of local liquor licenses authorized by the Village Code, to add a new type of liquor license, and to change the age for service/sales of alcoholic liquor, all as set forth below (the "Code Amendments"); and

WHEREAS, pursuant to the authority granted under the Liquor Control Act of 1934 (235 ILCS 5/6-1 *et seq.*), the President and Board of Trustees of the Village of Hinsdale approve the Code Amendments as set forth below and find the adoption of the Code Amendments to be in the best interests of the Village.

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

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

SECTION 2: Subsection B. (Class B – Restaurants) of Section 11 (Limitation on Number of Local Liquor Licenses) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

"B. Class B - Restaurants:

1. Conditions And Qualifications: All class B liquor licenses shall authorize the sale on the premises specified on the license in restaurants of the alcoholic liquor permitted by the specific license, for consumption on the restaurant premises. The following conditions and restrictions apply to all class B liquor licenses unless otherwise indicated on the liquor license:

a. The sale of alcoholic liquors for consumption is permitted for Class B1, B2 and B3 licensees only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1, and the Wednesday prior to Thanksgiving each November, where all licensees may sell alcohol until twelve o'clock (12:00) midnight, and Mother's Day, Father's Day, and Easter, where all licensees may, at their option, commence sales at seven o'clock (7:00) A.M., for the purpose of serving brunch. The sale of alcoholic liquors for consumption is permitted for Class B5 licensees only between the hours of seven o'clock (7:00) A.M. and three o'clock (3:00) P.M. every day.

b. The licensed premises of a class B license holder may include outdoor seating. The class B licensee must apply for and receive a permit from the building department for any outdoor seating. Any outdoor seating must be designated on the liquor license application, approved by the building department, and approved by the commissioner.

c. All patrons and customers of restaurants licensed for on premises consumption shall leave the premises no later than thirty (30) minutes following the closing hours recited herein.

d. Should a licensee classified as a "restaurant" lose its food serving license from applicable health department authorities, the village of Hinsdale may revoke the licensee's liquor license, which renders the restaurant unable to serve liquor until the village deems otherwise.

e. Patrons are prohibited from taking any opened alcoholic beverage outside of the premises, except for a recorked wine bottle that has been sealed in a carryout bag in accordance with the state liquor control act.

2. Classes Of Class B Liquor Licenses:

a. Class B1 - Restaurant License For Sale Of Beer And Wine Only: A class B1 liquor license shall authorize the sale, on the premises specified on the license, of only beer and wine for consumption on the premises. The holder of a class B1 liquor license shall be subject to all of the conditions and qualifications set forth in subsection B1 of this section.

b. Class B2 - Restaurant License For Sale Of Alcoholic Liquors: A class B2 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors for consumption on the premises. The holder of a class B2 liquor license shall be subject to all of the conditions and qualifications set forth in subsection B1 of this section.

c. Class B3 - Bring Your Own Beverage ("BYOB"): A class B3 local liquor license shall authorize restaurants that do not sell alcoholic beverages to permit consumption of beer or wine only, when said beer or wine is brought onto the premises of a restaurant by a person over twenty one (21) years of age for personal consumption, including consumption by their dining guest(s) who are over twenty one (21) years of age, while the patron and dining guest(s) are being served a complete meal in the restaurant, subject to all of the following conditions and qualifications set forth in subsection B1 of this section, in addition to the following conditions and qualifications:

(1) Consumption of beer and wine is restricted to the licensed premises.

(2) The restaurant may charge a corkage fee to the patron.

(3) No package sales shall be permitted. The sale of beer, wine, spirits or other alcoholic beverages (e.g., wine coolers, spirits, prepared mixed drinks, etc.) in single cans or bottles, kegs or pitchers or any other form is prohibited.

d. Class B4 - Restaurant License For Sale Of Alcoholic Liquors And Packaged Sales: A class B4 local liquor license shall be a supplemental license that authorizes holders of a B1 or a B2 liquor license to sell, on the premises specified on the license, alcoholic liquor for consumption not on the premises ("restaurant package sales"). Such sale of alcoholic liquor shall be subject to all of the qualifications set forth in subsections A1 and B1 of this section. Sales of packaged alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday. Sales of alcoholic liquor for consumption are permitted between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. to ten thirty o'clock (10:30) P.M. Sunday through Thursday, with the exception of New Year's Eve, where all licensees may sell alcohol until two o'clock (2:00) A.M. on January 1.

e. Class B5 – Breakfast/Lunch Service Only Restaurant License For Sale Of Alcoholic Liquors: A class B5 liquor license shall authorize the sale, on the premises specified on the license, of alcoholic liquors for consumption on the premises at a restaurant that provides only full service breakfast/brunch/lunch service, as distinguished from restaurants that serve, or also serve, dinner. Sales may take place only during the hours specified for B5 liquor licenses in subsection B.1.a. above."

SECTION 3: Subsection C. (Class C – Personal Services) of Section 11 (Limitation on Number of Local Liquor Licenses) of Title 3 (Business and License Regulations),

Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

"C. Class C - Personal Services:

1. A class C liquor license shall authorize the retail sale or complimentary distribution by the glass of wine and beer only at any licensed business not otherwise eligible for a liquor license in the village of Hinsdale. Such license shall be subject to all of the following conditions:

a. Sales By The Glass: Such license shall authorize the retail sale complimentary dispensing by the glass of wine and beer only.

b. Consumption On Premises Only: The sale or dispensing by the glass of wine and beer shall be for consumption on the premises only.

c. Seating: Seating for customers within the premises shall not exceed thirty (30) seats.

d. Use Limited: Such license shall be issued only to an establishment whose principal business is not a restaurant or the retail sale of alcoholic liquors. Retail sale by the glass of wine and beer shall be permitted only incidental to the business of the establishment. Only a single six (6) ounce serving of wine or a single twelve (12) ounce serving of beer is permitted per customer per visit to the premises.

e. Establishment Size: Such license may be issued only to an establishment that does not exceed two thousand five hundred (2,500) square feet in gross customer service area.

f. Hours: Unless otherwise indicated on the liquor license, the sale of alcoholic liquor for consumption is permitted only between the hours of eleven o'clock (11:00) A.M. and twelve o'clock (12:00) midnight Friday and Saturday and eleven o'clock (11:00) A.M. and ten thirty o'clock (10:30) P.M. Sunday through Thursday.

g. Consumption Limited: All patrons and customers of a licensed business that is licensed for on premises consumption shall leave the premises not later than thirty (30) minutes following the closing hours recited herein.

SECTION 4: Subsection B. of Section 12 (Term; Fees) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

"B. The fee for the various classes of local liquor licenses shall be as follows:

License	Fee
A - Packaged sales:	
A1 - Beer/wine	\$2,500.00 annually
A2 - Liquor/beer/wine	3,000.00 annually
A3 - Boutique	1,250.00 annually
A4 - Consumption	Add \$500.00 to above category annually
B - Restaurants:	
B1 - Beer/wine	\$2,000.00

B2 - Liquor/beer/wine	3,000.00
B3 - BYOB	1,000.00
B4 - Packaged sales	Add \$500.00 to above category annually
B5 – Breakfast/Lunch Service Liquor/Beer/Wine	\$2,500.00 annually
C - Personal services	\$750.00
D - Special events:	
D1 - Annual	750.00
D2 - Single special events	100.00

SECTION 5: Section 13 (Limitation on Number of Local Liquor Licenses) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

“3-3-13 Limitation on Number of Local Liquor Licenses:

A. Number of Licenses; Increase and Decrease. The Board of Trustees shall determine, by ordinance, the number of licenses that are available in each classification. A liquor license may be issued to an applicant by the Local Liquor Control Commissioner only after such license has been created by the Board of Trustees. Neither the Commissioner nor any other person or entity may issue liquor licenses in a number that is in excess of the number authorized for each classification by the Board of Trustees. An up-to-date schedule of the authorized number of licenses available in each classification shall be maintained by, and available from, the Village Clerk. When a liquor license expires and is not renewed or is revoked or terminated, the number of authorized licenses in a particular class shall automatically be reduced by the total number of non-renewed, revoked or terminated licenses. The Local Liquor Control Commissioner shall notify, in writing, the Village Clerk and Board of Trustees of the revocation or termination of any authorized license within thirty (30) days after such occurrence.

B. Cessation of Business. When a licensee, for a period of thirty (30) continuous days, ceases to dispense alcoholic liquors or to engage in some other activity required for that class of liquor license, that license shall automatically terminate and the number of licenses available in that class shall immediately and automatically be reduced by one. For purposes of this section, "ceases to dispense alcoholic beverages" shall mean any failure to make alcoholic liquor of the kind permitted by the specific license available to the public at the licensed premises. This shall include failure for any reason, except for periods during which the liquor license of the premises was suspended for cause by order of the Local Liquor Control Commissioner of the village or periods during which service is suspended due to a State or local public health emergency or, following written notice to the Local Liquor Control Commissioner in advance of the closing, the closing of the premises for remodeling or repairs for which proper permits have been obtained and work is taking place.

~~A. Number Of Licenses:~~

Class	Number Of Licenses
A1 packaged sales—beer/wine	3
A2 packaged sales—liquor/beer/wine	2
A3 packaged sales—boutique	4
A4 packaged sales—consumption	0
B1 restaurant—beer/wine	3
B2 restaurant—liquor/beer/wine	9
B3 restaurant—BYOB	0
B4 restaurant—packaged sales	0
C personal services	4
D1 special events—annual	3
D2 special events—single	See note 1

~~Note: 1. As approved by the Hinsdale Liquor Commissioner.~~

~~B. Changing Number Of Licenses: The number of licenses authorized in this section shall remain at the number set forth in this section unless amended by the Corporate Authorities of the Village when it is determined to be in the best interests of the Village to increase or decrease the number of licenses; provided, however and notwithstanding any other provision in this chapter, that if any license is revoked, the number of authorized licenses in the class of the license revoked shall, without further action by the Corporate Authorities of the Village, be reduced by the total number of revoked licenses in the particular class at the time the license is revoked."~~

SECTION 6: Section 18 (Cessation of Business) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of the Village of Hinsdale is hereby amended to read in its entirety as follows:

"3-3-18: RESERVEDCESSATION OF BUSINESS:

~~Any licensee who has ceased to do business at the premises for which he has obtained a local liquor license hereunder, or closes his place of business for a period of thirty (30) successive days or longer without written permission from the commissioner, shall be subject to having its local liquor license declared forfeited and lapsed by order of the commissioner."~~

SECTION 7: Subsection C. of Section 27 (Fine, Suspension, Revocation, and Nonrenewal of Local Liquor License Generally; Appeal) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

"C. Appeal: Appeal of any decision of the commissioner shall be permitted to the extent, and shall be conducted in the manner, provided for in section 7-9 of the state liquor control act. Appeal of any decision of the commissioner regarding the nonrenewal of a license shall only be allowed if required by law, otherwise such decision of the commissioner shall be final and nonreviewable. All appeals from decisions of the commissioner shall be limited to a review of the official record of proceedings of the commissioner as provided for in Section 7-9 of the State Liquor Control Act. Within five (5) days after the notice of an appeal has been filed with the State Liquor Control Commission, a certified official record of the proceedings for the commissioner shall be filed with the State of Illinois Liquor Control Commission; provided, however, that the appellant licensee pays for the cost of the transcript as provided by section 7-9 of the State Liquor Control Act.

Any licensee determined by the commissioner to have violated any of the provisions of the state liquor control act, or any ordinance or resolution of the village, or any rule or regulation established by the commissioner, or the Illinois liquor control commission, shall pay to the village the costs of the hearing before the commissioner on such violation. The commissioner shall determine the cost incurred by the village for the hearings, including, but not limited to: court reporter fees, the costs of transcripts or records, the cost of preparing and mailing notices and orders, and all other miscellaneous expenses incurred by the village.

The licensee shall pay said costs to the village within thirty (30) business days of notification of the costs by the commissioner. In the event of an appeal to the Illinois liquor control commission, and in cases where appeal is taken pursuant to the administrative review act, payment is due ten (10) business days after the entry of an order finally affirming the determination of the commissioner. Failure to pay said costs within ten (10) business days of notification is a violation of this section and may be cause for local liquor license suspension or revocation. In the event a local liquor license is revoked, the licensee shall forfeit all sums therefor paid to the village in connection with such local liquor license."

SECTION 8: Section 33 (Employment of Underage Persons) of Title 3 (Business and License Regulations), Chapter 3 (Liquor Control) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

"3-3-33: EMPLOYMENT OF UNDERAGE PERSONS:

It shall be unlawful for any person under the age of twenty-one (21) years to attend bar or draw, pour, mix or sell alcoholic liquor on any licensed premises, and shall be unlawful for any licensee holding a local liquor license authorizing the sale of alcoholic liquor or any officer, associate, member, representative, agent, or employee of such licensee, to engage, employ, or permit any person under the age of twenty-one (21) years to be employed to attend the bar or to draw, pour, mix or sell any alcoholic liquor, provided:

A. Persons eighteen (18) years of age or older may act as cocktail servers and deliver alcoholic beverages from the bar to patrons seated at booths or tables in the licensed premises for consumption on the premises.

~~A. It shall be unlawful for any licensee, under the age of twenty one (21) years to draw, pour, mix, or deliver any alcoholic liquor in any licensed premises.~~

~~B. It shall be unlawful for any licensee or any agent or employee of any licensee holding a local liquor license authorizing the sale of alcoholic liquor not for consumption on the premises to permit any employee under the age of twenty one (21) years to sell, stock, display or otherwise handle alcoholic liquor."~~

SECTION 9: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 10: 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 11: Except as to the Code provisions set forth above in this Ordinance, all chapters and sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 12: This Ordinance shall be in full force and effect from and after its adoption, 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.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2021.

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Contract Amendment for the Engineering Design and Construction Observation Services for the 2022 S. Garfield Reconstruction Project

MEETING DATE: July 13, 2021

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve "A resolution approving the 2022 S. Garfield Reconstruction Project contract amendment and change order in the amount not to exceed \$49,882 to Rempe-Sharpe & Associates."

Background

The contract for engineering services for the 2022 S. Garfield Reconstruction Project was approved at the 12/08/20 Board of Trustee meeting. This project is being partially funded with \$906,820 of Surface Transportation Program (STP) funds. Therefore, the Illinois Department of Transportation (IDOT) reviews and approves the design, bidding, and construction portions of the project.

Discussion & Recommendation

The Rempe-Sharpe & Associates (RSA) proposal included those tasks that the Staff and RSA anticipated would address the IDOT approval process for this project. During the design approval process, IDOT presented additional comments and reviews that were not originally anticipated by Staff or the consultants. These have resulted in the following amendment requests:

Project Activity	Contract	Amended Quantity	Amended Contract
Design & Bidding Phase	\$100,405	\$19,964	\$120,369
Construction Observation	\$126,402	\$29,918	\$156,320

It is Staff's opinion that the request for the amendments are appropriate in light of the additional review comments and STP fund requirements. This change order has been reviewed by the Village attorney. Staff recommends approval of the motion.

Budget Impact

Per the attached summary of the 2021 MIP projects, the current MIP costs for CY 2021 are \$486,947 below budget. Additionally, RSA has assisted the Village in securing \$341,820 of STP funds in addition to the original \$565,000 STP funds for the S. Garfield Reconstruction project. These STP funds will be applied to construction in 2022. Therefore, there are enough capital improvement funds to support this amendment.

Village Board and/or Committee Action

At the 06/15/21 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

Documents Attached

1. Resolution
2. 2021 Master Infrastructure Plan Project summary
3. Rempe-Sharpe & Associates Engineering Additional Scope summary

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2022 S. GARFIELD RECONSTRUCTION PROJECT
CONTRACT AMENDMENT AND CHANGE ORDER
IN THE AMOUNT NOT TO EXCEED \$49,882 TO
REMPE-SHARPE & ASSOCIATES**

WHEREAS, the Village of Hinsdale (the "Village") and Rempe-Sharpe & Associates ("RSA") have entered into that certain Contract (the "Contract") providing for engineering services for the 2022 S. Garfield Reconstruction Project; and

WHEREAS, additional and unanticipated IDOR comments and project reviews have resulted in additional project costs, resulting in a change order (the "Change Order") and contract amendment (the "Amendment") request from Rempe-Sharpe & Associates in the amount of \$49,882; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order and Amendment were not reasonably foreseeable at the time the Contract was signed, the Change Order and Amendment was germane to the original Contract as signed, and the Change Order and Amendment are in the best interests of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order and Amendment. The Change Order and Amendment are hereby approved in the form and amount attached to this Ordinance as **Exhibit A** and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order and Amendment. The Village Manager is authorized to execute the Change Order and Amendment on behalf of the Village.

Section 5. Effective Date. This resolution shall be in full force and effective from and after its passage and approval.

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

**Exhibit A
VILLAGE OF HINSDALE
CONTRACT AMENDMENT**

Project:	2022 S. Garfield Street Engineering Services	Amendment No. 1
Location:	S. Garfield Street	Contract No. - N/A
Contractor:	Rempe-Sharpe & Associates	Date: 07/13/21
		Page 1 of 1

- I. A. Description of Changes Involved:
- 1 Additional design engineering.
 - 2 Additional construction observation.
- B. Reason for Change:
- 1 Additional engineering services to meet IDOT review comments and to assist securing additional STP funds.
 - 2 Additional construction observation services to meet IDOT review comments.
- C. Revision in Contract Price: Total Addition: \$ 49,882.00
- 1 Addition \$ 19,964.00
 - 2 Addition \$ 29,918.00

II. Adjustments in Contract Price:

A.	Original Contract Price:	226,807.00
B.	Net (addition)(reduction) due to all previous Change Order No. _____	\$ -
C.	Contract Price, not including this Change Order	\$ 226,807.00
D.	(Addition)(Deduction) to Contract Price due to this Change Order	\$ 49,882.00
E.	Contract Price including this Change Order	<u>\$ 276,689.00</u>

Accepted:
Contractor: Rempe-Sharpe & Associates

By: 
Signature of Authorized Representative

6-16-2021
Date

Village of Hinsdale:

By:

Signature of Authorized Representative

Date

2021 Master Infrastructure Plan Projects

2021 MIP Projects	Contractor / Consultant	Budget	Contract or Engineer's Estimate	Change Orders To Date	Revised Cost	Remaining	Comment
2021 Chicago WM Ph 2 Constr.	John Neri Constr.	\$ 2,237,000	\$ 1,721,900	\$ 10,000	\$ 1,731,900	\$ 505,100	
2021 Chicago WM Ph 2 Constr. Obs.	HR Green	\$ 248,500	\$ 121,980		\$ 121,980	\$ 126,520	
2021 Chicago Resurfacing Constr.		\$ 930,000	\$ 870,384		\$ 870,384	\$ 59,616	Engr. Est. 06/11/21 setting
2021 Chicago Resurfacing Design	HR Green	\$ 15,000	\$ 15,000	\$ 14,066	\$ 29,066	\$ (14,066)	
2021 Chicago Resurfacing Constr. Obs.	HR Green	\$ 103,300	\$ 103,300		\$ 103,300	\$ -	
2021 Maintenance Design	Rempe-Sharpe	\$ 9,068	\$ 9,068		\$ 9,068	\$ -	
2021 Maintenance Constr.	Builders Paving	\$ 663,140	\$ 652,000		\$ 652,000	\$ 11,140	
2021 Maintenance Constr. Obs.	Rempe-Sharpe	\$ 45,777	\$ 31,058		\$ 31,058	\$ 14,719	
2021 Eighth Street Reconstruction Design	Rempe-Sharpe	\$ 57,000	\$ 57,324	\$ 9,600	\$ 66,924	\$ (9,924)	
2021 Eighth Street Reconstruction	Nardulli Concrete	\$ 1,155,000	\$ 1,340,365		\$ 1,340,365	\$ (185,365)	
2021 Eighth Street Reconstruction Obs.	Rempe-Sharpe	\$ 70,000	\$ 70,424		\$ 70,424	\$ (424)	
2022 S Garfield St. Reconstr. Design	Rempe-Sharpe	\$ 100,000	\$ 100,405	\$ 19,964	\$ 120,369	\$ (20,369)	
		\$ 5,633,785	\$ 5,093,208	\$ 53,630	\$ 5,146,838	\$ 486,947	

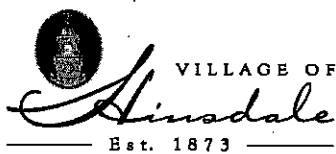
VILLAGE OF HINSDALE - GARFIELD STREET
DRAFT FOR DISCUSSION PURPOSES ONLY

ENGINEERING FEE ADJUSTMENT - ADDITIONAL SCOPE

Garfield St - Hinsdale
STP Project - January 2022 IDOT Letting

		RESIDENT ENGINEER		Design/Project Engineer		Design/CADD		SURVEY		TOTAL
		@ (HRS)	(\$)	@ (HRS)	(\$)	@ (HRS)	(\$)	@ (HRS)	(\$)	
	Design Approval/ PDR Report-Phase I									
	Final plans/ spec. and Estimates-Phase II									
1	Teleconferences and meetings with IDOT staff to successfully procure additional funding. Add'l PPI submittal increase federal funding/ Exhibits & Forms Meetings IDOT, dmnis updates			48	\$5,328.00					\$5,328.00
2	Evaluate and upgrade existing sw ramps not in compl. with ADA (not scope of original proposal). Village forrmed curbs and sidewalks reusable.			25	\$2,775.00	24	\$2,280.00	8	\$704.00	\$5,759.00
3	Evaluate Bicycle accommodationand route alternatives per IDOT's FHWA coordination meeting.			24	\$2,664.00	6	\$570.00			\$3,234.00
4	DuPage Highway Permit. Detour Plan submittal and 55th Street signal coordination.			24	\$2,664.00	15	\$1,425.00			\$4,089.00
5	Public involvement graphics and assistance to coordinate and document the public involvement meeting for Village of Hinsdale.			14	\$1,554.00					\$1,554.00
SUBTOTAL Additional Phase I and Phase II										
	Constr. Engineering - Phase III / 22 weeks (110 days) constr+8 weeks IDOTclose out									
1	Resident Engineer/ Construction Obs (meetings, schedule, Auth, cost estimates, reports)	875	\$87,500.00							\$87,500.00
2	Assistant Resident Engineer (440hours X \$58 = \$25,520)		\$25,520.00							\$25,520.00
3	Evidence Material Insp Submittal (RFA) to IDOT	110	\$11,000.00							\$11,000.00
4	Final Documentation/ Audits	118	\$11,800.00							\$11,800.00
5	Material Testing QA services. (Replace 10 year old sidewalks not in ADA compliance and 3 years inflation adjustment).		\$11,500.00							\$11,500.00
6	Resident Engineer/ Traffic control daily insp. and reports and night insp. least 2 times/ month	20	\$2,000.00							\$2,000.00
	Deduct 2019 Budget for Construction Engineering Phase 3 (approved)		-\$119,402.00							-\$119,402.00
SUBTOTAL Phase III										\$29,918.00
TOTAL										\$49,882.00

NOTE: Original Fees issued in 2019.
All curb and sidewalk construction connections confirmed with Hinsdale as adequate - assume reuse.



AGENDA ITEM # 9d

REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda - ZPS
SUBJECT: Temporary increase in police officer staffing
MEETING DATE: July 13, 2021
FROM: Brian King, Police Chief

Recommended Motion

Approve a temporary increase in Police Officer staffing.

Background

The Hinsdale Police Department has an authorized strength of 25 sworn officers. We are currently in a hiring and recruitment cycle. We are requesting permission to take advantage of the current recruitment process to hire an additional officer for an expected vacancy. We currently have a 30-year veteran of the force that is eligible to retire at any time.

Discussion & Recommendation

Between 2016 and 2020, the Police Department operated under its authorized staffing level due to retirements, resignations, and the amount of time it takes to recruit, hire and train a new officer. If the Village Board allows us to over hire from the current list, the applicant would not be a full trained officer acting in a solo capacity until February of 2022. It takes 8 full months to get an officer through testing, into the police academy and through the field training program.

Budget Impact

A sworn officer in his/her first year costs the village \$72,000 in salary, and an additional \$14,000 in benefits.

Village Board and/or Committee Action

Following discussion on June 15, 2021, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

None



REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Second Reading – ACA
SUBJECT: Appropriations Transfer Ordinance
MEETING DATE: July 13, 2021
FROM: Andrea Lamberg, Finance Director

Recommended Motion

Approve an Ordinance Authorizing Transfers of Appropriations Within Departments and Agencies of the Village.

Background

The Village of Hinsdale adopted the FY 2020 (January 1, 2020 to December 31, 2020) Appropriations Ordinance in March, 2020. The Appropriations Ordinance was based on the Village's FY 2020 Annual Budget. State statutes require the Village to amend its Appropriation Ordinance to transfer funds between line item accounts in departments that have exceeded the original appropriation.

Discussion & Recommendation

The original appropriation ordinance contains hundreds of individual line item accounts. During the course of the year, some of the actual spending on particular line items may exceed that individual line item's original appropriation. The attached Ordinance reallocates funds within line items in each department in order to balance the line item appropriations. The Foreign Fire Insurance Fund exceeded its annual appropriation in total, and has adequate fund balance to cover the shortfall. No other individual funds exceeded its appropriation in total.

Budget Impact

There is no impact to the Village's budget. The original Appropriations Ordinance set the legal spending limit for the Village; this ordinance adjusts the line item appropriations to the actual spending for those accounts that exceeded its original appropriation.

Village Board and/or Committee Action

Following discussion on June 15, 2021, the Board agreed to move this item forward for a second reading at their next meeting.

Documents Attached

1. Ordinance

**VILLAGE OF HINSDALE
ORDINANCE NO. _____**

**AN ORDINANCE AUTHORIZING TRANSFERS OF APPROPRIATIONS
WITHIN DEPARTMENTS AND AGENCIES OF THE VILLAGE**

WHEREAS, Section 8-2-9 of the Illinois Municipal Code authorizes transfers, within any department or agency of the Village, of sums of money previously appropriated for one corporate object or purpose to another corporate object or purpose at any time by a two-thirds vote of the corporate authorities, provided that no such transfer reduces an appropriation below an amount sufficient to cover all obligations incurred or to be incurred against that appropriation; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the appropriations of the prior fiscal year and have determined that it is necessary, appropriate, and in the best interests of the Village to transfer certain funds from appropriations for certain corporate objects and purposes to other corporate objects and purposes within the same departments and agencies; and

WHEREAS, the transfer of funds authorized by this Ordinance shall not reduce an appropriation for any corporate object or purpose below an amount sufficient to cover all obligations incurred or to be incurred against that appropriation;

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 herein as findings of the President and Board of Trustees.

Section 2. Transfer of Funds. The appropriations listed on the attached schedule, made for the fiscal year 2020 (January 1, 2020 to December 31, 2020) shall be and are hereby increased or decreased by the amounts indicated, and the funds appropriated for the corporate objects and purposes of said appropriation that are decreased shall be, and they are hereby, transferred within the same department or agency to those corporate objects and purposes that are increased, as indicated on the attached schedule.

Section 3. Effective Date. This Ordinance shall be in full force and effective from and after its passage and approval of two-thirds of the corporate authorities, and ten days after its publication in pamphlet form in the manner provided by law.

PASSED this 13th day of July, 2021

AYES:

NAYS:

ABSENT:

APPROVED this 13th day of July, 2021.

Village President

ATTEST:

Village Clerk

Community Development

AGENDA SECTION: Second Reading – ZPS

SUBJECT: Application for a Temporary Use Permit to allow for the Rainbow Cone Food Truck to operate from The Fruit Store parking lot located at 26 W. 1st Street - A-16-2021

MEETING DATE: July 13, 2021

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve a temporary use permit to allow for the Rainbow Cone food truck to operate out of The Fruit Store parking lot located at 26 W. 1st Street for a 5-day period from August 18, 2021 to August 22, 2021, subject to conditions to be set forth by the Building Commissioner.

Background

The applicant, John Buonavolanto, has submitted a temporary use permit application requesting approval to operate the Rainbow Cone ice cream food truck from The Fruit Store's parking lot at 26 W. 1st Street. The subject property is located in the B-2 Central Business District.

The Rainbow Cone food truck would operate for a 5-day period from Wednesday, August 18, 2021 to Sunday, August 22, 2021 during hours when the The Fruit Store is closed for business. The specific hours of operation are from 5pm-10pm on Wednesday, August 18, 2021 to Saturday, August 21, 2021 as well as from 1pm-10pm on Sunday, August 22, 2021. For reference, The Fruit Store is open Monday to Saturday from 8am-5pm, and is closed on Sunday.

The food truck will be parked at the northwest corner of The Fruit Store's parking lot and the entire operation will take place on private property. As shown on the proposed site plan, the applicant will block off access to the parking lot by putting cones up across the both curb cuts on Lincoln Street and 1st Street. Vehicle access will be completely restricted and only pedestrians will be able to order ice cream. Customers will be required to park in nearby street parking in the downtown.

Rainbow Cone anticipates 100-200 food truck customers per day and advertisement for events is done on their website. Per the applicant, 8-10 chairs will be set up in the parking lot to provide seating for customers. Two trash cans will be provided on site and staff will regularly sweep the parking lot and clean off the sidewalks nearby. No signage is proposed, with the exception of the menu posted on the truck. A generator is not required to power the food truck and instead electricity will be provided by The Fruit Store. Music will be played at a low level, unless the Village or Board of Trustees restricts music. The applicant has provided their menu as part of the application package and will primarily offer ice cream for immediate consumption to customers.

Temporary Uses – Village Code Requirements

Permitted temporary uses are listed in Section 9-103 of the Village's Zoning Code. Temporary uses identified in the Code may be approved by the Village Manager, subject to meeting any specific regulations and time limits listed in the Code.

Food trucks or mobile food vendors are not specifically identified as a permitted temporary use. Where a temporary use is not specifically listed, the Board of Trustees may approve such use provided that the use is consistent with the purposes and intent of the Code and the regulations of the zoning district in which such use is located. The Board of Trustees may also establish a limitation on the duration of the temporary use or other conditions of approval. Temporary uses are subject to meeting the regulations listed in Section 9-103(F).

It should be noted that Title 3, Chapter 11 of the Village Code regulates Solicitation in Hinsdale. Per the Village's current code requirements, solicitation may only occur if a valid permit is issued by the Village. Solicitation from a motorized vehicle is not allowed, which effectively would prevent an ice cream truck from driving around on Village streets due to safety concerns from kids chasing ice cream trucks. However, the Village does allow food trucks to sell food at Village events, such as Uniquely Thursday's and the Farmers Market.

Food trucks would be subject to paying sales tax (6.25% State Sales Tax, 1% Hinsdale Local Sales Tax, 0.75% Regional Transportation Authority (RTA) Tax = 8% Sales tax remitted to State on Sales Tax Return). The Village's 1% Local Sales Tax is provided back to the Village through the State. Additionally, Hinsdale collects an additional 1% Places for Eating tax, which is paid directly to the Village.

Mobile Food Truck Regulations in Other Municipalities

Many municipalities that allow mobile food vendors or food trucks have adopted specific code sections that regulate these types of uses. These ordinances largely include the following types of regulations:

- Areas of Operation – The general locations where food trucks or mobile food vendors are allowed to operate in a Village, such as on rights-of-way, public versus private property, certain zoning districts, or certain neighborhoods or streets
- Required Permits or Licenses – Any license or permit application requirements and approval process, which typically specifies if any fees, inspections, fingerprinting/background checks, or health codes are required by the Village. These can also include limitations on the number of permits that a Village can issue to a vendor per year
- Hours of Operation – Limitations on the days of the week or the times of the day when a vendor can operate
- Taxation – Specific requirements that mobile food vendors are subject to sales tax and local food and beverage taxes.
- Other Requirements – Requirements for sanitation, trash bins, music or noise, access, parking locations, signage, allowable items for sale, to ensure food trucks do not create any public safety issues or nuisances. Some also have adopted regulations on if a mobile food vendor must be stationary / parked versus mobile / driving when selling food

If the Village Board is supportive of allowing this type of temporary use more consistently in the Village in the future, staff can conduct further research and present draft code language for discussion at a future meeting.

Adopting specific regulations for food trucks would set up appropriate restrictions to ensure these type of uses remain accessory and temporary, to allow the Village to set official permit fees and procedures for all future applications, and to provide regulations that allow for fair competition between mobile food vendors and brick and mortar restaurants. Additionally, due to the challenges of collecting food and beverage taxes from temporary mobile food vendors, staff will review requiring mobile food vendors to pay a flat fee in lieu of the Village collecting taxes.

Discussion & Recommendation

N/A

Village Board and/or Committee Action

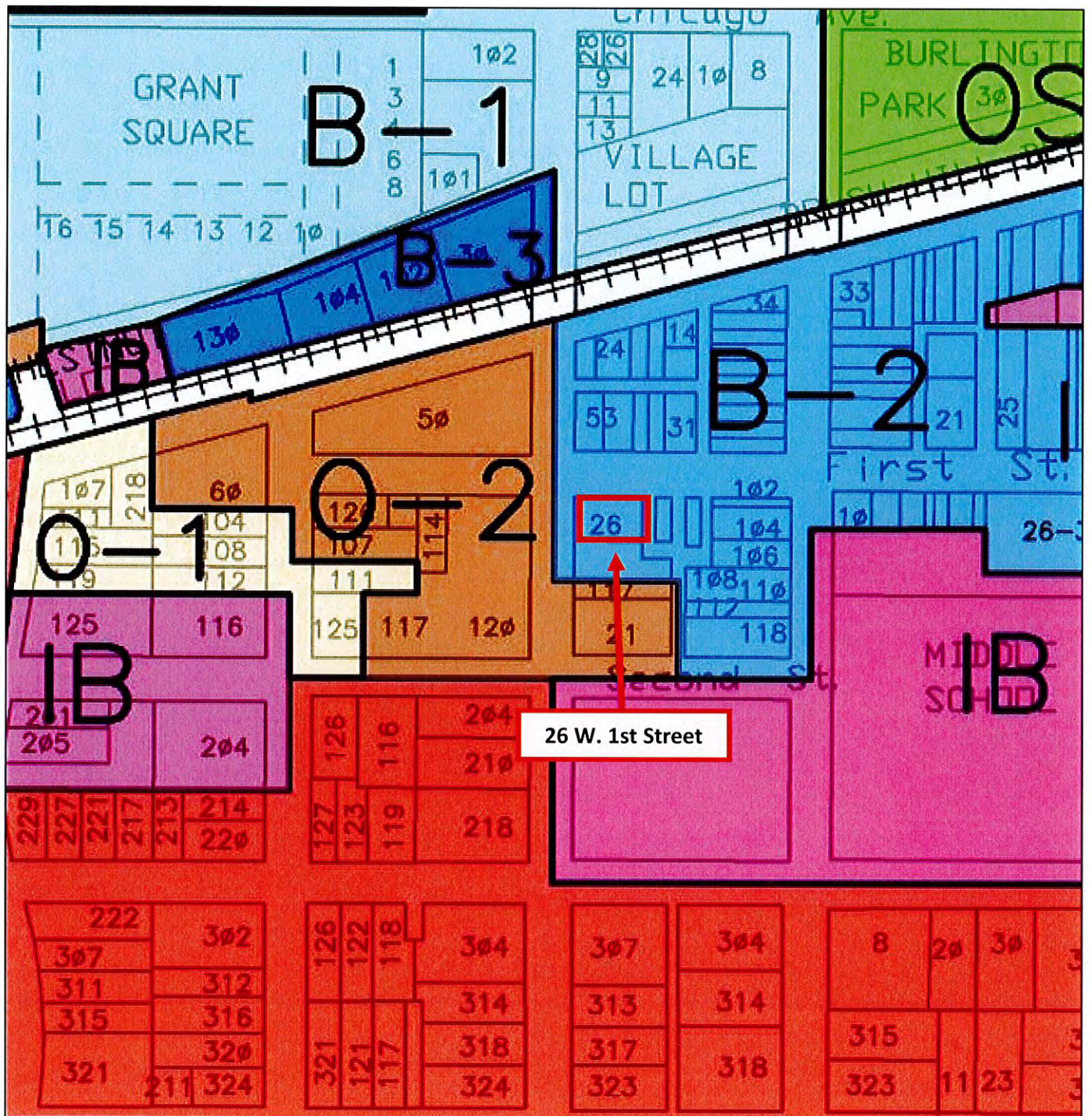
N/A

Documents Attached

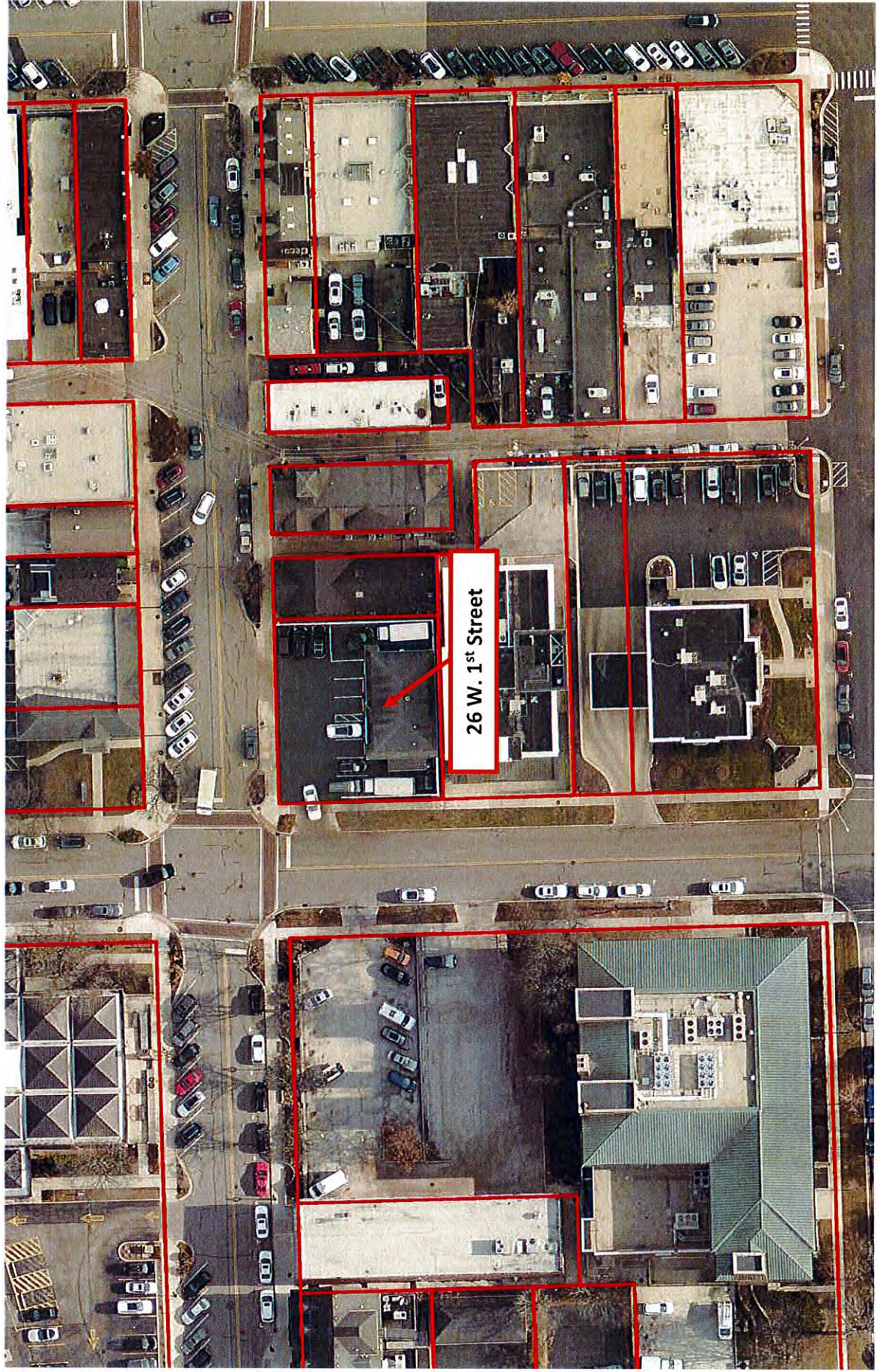
1. Zoning Map
2. Aerial View
3. Birds Eye View
4. Street View
5. Application for a Temporary Use Permit and Exhibits

[illegible]

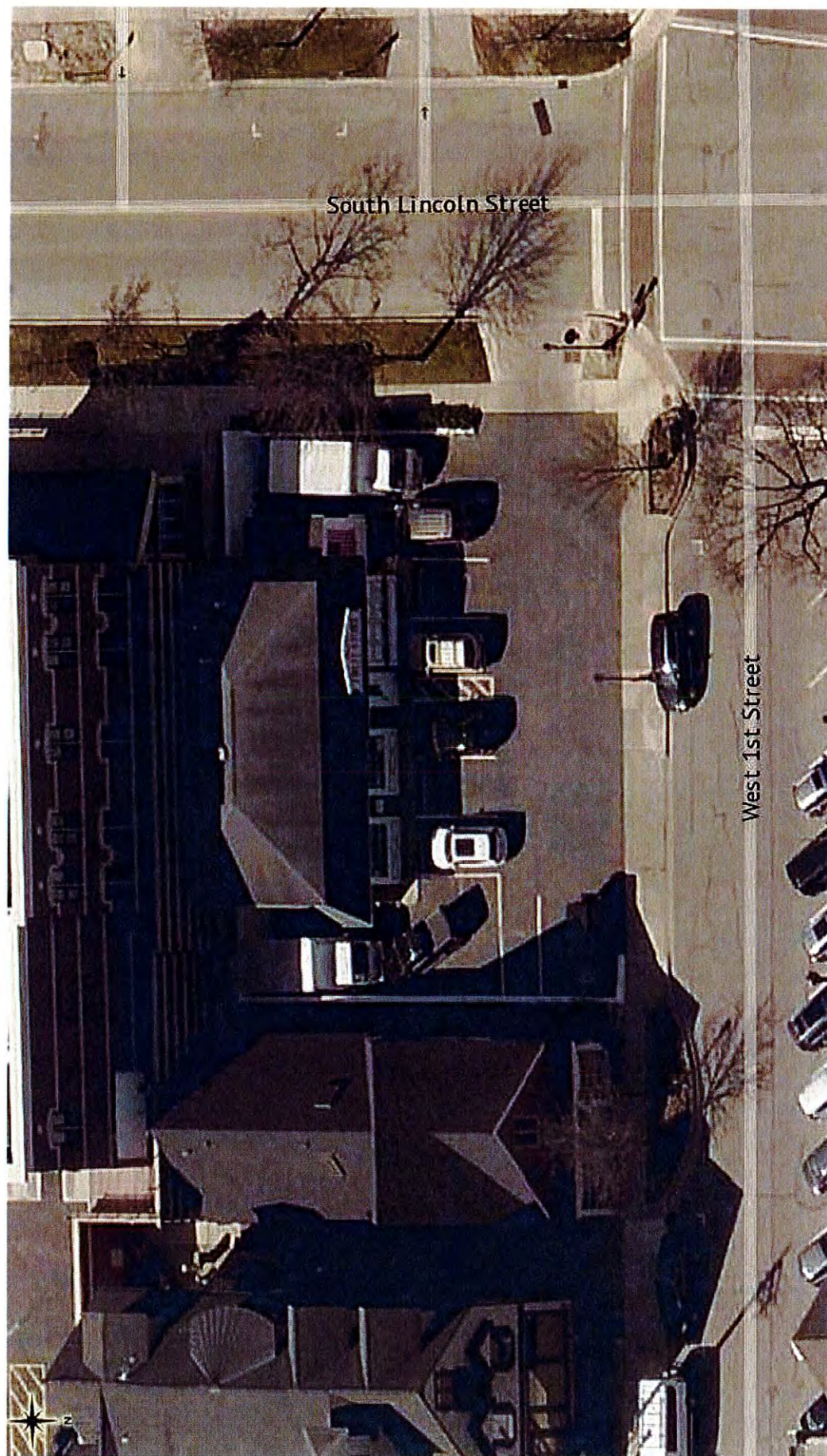
Village of Hinsdale Zoning Map and Project Location



Aerial View – 26 W. 1st Street



Birds Eye View – 26 W. 1st Street



A photograph of a street scene in a small town. A red car is parked on the right side of the road, and a black car is parked on the left. A person is walking on the sidewalk. The street is lined with trees and buildings, including a large brick building in the background. The sky is blue with some clouds.

View Looking to the Southeast

**VILLAGE OF HINSDALE
APPLICATION FOR TEMPORARY USE**

Address of proposed request: 26 W 1st St, Hinsdale, IL, 60521

APPLICATION FOR TEMPORARY USE (please include Certificate of Zoning Compliance App.)

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

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

Owner: John Buenavista Date: 6/30, 2021

Phone: (630) 202-5066 Email: John @ Rainbowcone.com

Temporary Use Period Requested:

From: August 18th, 2021 through August 22, 2021

Nature of Temporary Use Request:

Requesting to sell ice cream out of our truck at
The Fruit Store.

Signature of Owner: [Signature]

Village Manager _____ Date: _____, 20____

OR

Date of Village Board Approval: _____, 20____

For Office Use Only

\$100 Fee Paid ☐

Date: _____

Received By: _____

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: John Buonavanti

Owner's name (if different): Mike Yurchak

Property address: 26 W 13th Street Hinsdale

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 5400

Lot area per dwelling: 60 x 90

Lot dimensions: 30 x 90

Current use of property: Retail (Fruit Store)

Proposed use: ☐ Single-family detached dwelling
☐ Other: _____

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

Brief description of request and proposal:

Grant permission to the Original Rainbow Cone LLC to park their ice cream truck in our parking lot to sell ice cream and merchandise. They will operate during hours that the Fruit Store will not be operating and will block off our parking lot as a safety measure. We are giving them access to power, trash and water.

Plans & Specifications: [submit with this form]

Provided:

Required by Code:

Yards:

front:

interior side(s)

 /

 /

Provided:

Required by Code:

corner side _____

rear _____

Setbacks (businesses and offices):

front: _____

interior side(s) _____ / _____

corner side _____

rear _____

others: _____

Ogden Ave. Center: _____

York Rd. Center: _____

Forest Preserve: _____

Building heights:

principal building(s): _____

accessory building(s): _____

Maximum Elevations:

principal building(s): _____

accessory building(s): _____

Dwelling unit size(s): _____

Total building coverage: _____

Total lot coverage: _____

Floor area ratio: _____

Accessory building(s): _____

Spacing between buildings:[depict on attached plans]

principal building(s): _____

accessory building(s): _____

Number of off-street parking spaces required: _____

Number of loading spaces required: _____

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

John Buscavento
Applicant's printed name

Dated: July 6th, 2021.

ORIGINAL RAINBOW CONE DOWNTOWN HINSDALE

Permit Request for Truck Event

John Buonavolanto

Owner / Marketing Director

(630)202-5066

john@rainbowcone.com



The Facts

- Surrounding businesses have seen a 15%-25% increase in sales on days when Rainbow Cone Truck is present
- We promote truck events to our social media audience of over 30,000 loyal fans weekly.
- We invest dollars in digital advertising and PR to secure news and online media coverage to promote events.
- We mention key tenants in our posting and advertising
- We serve anywhere from 100-200 customers per day on our trucks

TRUCK DIMENSIONS: 30FT(L) X 8FT(W) X 12FT(H)

PROPOSED DATES:: 8/18-8/22 (5 DAYS)

LOCATION: FRUIT STORE - 26 W 1ST ST, HINSDALE, IL, 60521

HOURS:

8/18: 5-10PM

8/19: 5-10PM

8/20: 5-10PM

8/21: 5-10PM

8/22: 1-10PM



Our Plans

- Set up our truck in The Fruit Store parking lot after business hours
- We will rope off entrances/exits with cones to anchor to the lot as a safety measure
- No generator needed for power, we will plug directly into Fruit Store power
- We will bring 2 trash cans and empty out trash regularly in Fruit Store dumpster
- Our staff will regularly sweep the parking lot and clean off sidewalks/ street nearby
- There is ample parking within downtown area to accommodate our guests
- Menu is attached to the structure of the truck, no additional signage will be displayed
- 8-10 chairs set up for seating behind the truck, located in the parking lot
- Our operation will remain on private property, and will not be roaming the streets during our stay
- Music will be at a low level, playing family friendly music—unless the city has an objection



Example of Set Up



DOWNTOWN NAPERVILLE—2020



Site Map





MENU

	<u>SMALL</u>	<u>LARGE</u>
RAINBOW CONE (CONTAINS NUTS)	\$4.89	\$5.99
COOKIES & CREAM	\$4.99	\$6.99
WILD BERRY SORBET (DAIRY FREE)	\$4.99	\$6.99

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RAINBOW QUART	\$12.49
T-SHIRT	\$19.99
HAT	\$14.99

**Sales Tax to be paid to Hinsdale*

Combined 8%

- State- 6.25
- City Tax- 1%
- Special Tax .75%

**Payment by credit card only*



DuPage County Health Department

Environmental Health Services LICENSE/PERMIT

to operate an Annual Category II Food Establishment issued to:

**THE ORIGINAL RAINBOW CONE
498 E ROOSEVELT RD
LOMBARD, IL 60148**

PERMIT NUMBER: PT0034584

EXPIRATION DATE: 4/30/2022

This License is to be posted at all times in a location visible to patrons.

The responsibility for maintaining the License rests with the operator. This license is not transferable.



Karen Ayala
Executive Director



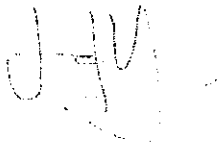
Permission of Land Use

To Whom It May Concern,

As owner of The Fruit Store, located at 26 W 1st St, Hinsdale IL, 60521, grant permission to The Original Rainbow Cone (Rainbow Cone LLC), to park their ice cream truck in our parking lot to sell ice cream and merchandise to the public. They will only operate during hours that The Fruit Store will not be operating and will block off our parking lot as a safety measure. We are giving them access to power, trash, and water.

Respectfully,

John Yurchak

A handwritten signature in dark ink, appearing to read 'J. Yurchak', with a horizontal line extending to the right.

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: July 13, 2021
RE: Engineering June 2021 Monthly Report
Executive Summary

- **2021 Infrastructure Improvement Projects**
 - 2021 Watermain (WM) Project Phase 2
 - Construction started 03/15/21
 - WM installation is complete and the concrete patch over the trench is complete. The contractor has begun restoration.
 - 2021 Chicago Avenue Resurfacing
 - IDOT bid opening 06/11/21
 - IDOT awarded the bid on 07/01/21
 - No information has been provided on a pre-construction meeting or project start dates.
 - 2021 Eighth St. Reconstruction
 - Construction starting week of 06/07/21
 - The contractor is connecting water services to the new watermain and is replacing street inlets and some pipes.
 - 2021 Maintenance Project
 - Pavement resurfacing is complete. Restoration has begun.

TO: President Cauley and the Board of Trustees
FROM: Dan Deeter, PE
DATE: July 13, 2021
RE: Engineering June 2021 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 70 construction site inspections or drainage complaint inspections in May.

Per Hinsdale's combined sewer overflow (CSO) permit #IL0066818, Staff submitted four reports to the Illinois Environmental Protection Agency (IEPA) in June. This equals one monthly Discharge Monitoring Report (DMR) for each of the Village's four Combined Sewer Overflow (CSO).

The following capital improvement projects and engineering studies are underway:

Chicago Avenue Improvements

The Village's engineering consultant, HR Green, prepared separate plans for watermain construction and the IDOT Surface Transportation Program-funded (STP) resurfacing. Since the STP funding requires more IDOT review, the watermain construction was developed as a separate project so that it could be bid and constructed earlier, before the IDOT review was completed and approved.

**2021 Watermain (WM) Ph2 – 12" WM on Chicago Ave. – Washington to Stough St.
90% completed**

- 01/06/21 – 03/02/21 - Construction bid process and approval
- 03/15/21 – Construction begins
- 05/28/21 – Construction complete
- 04/09/21 – The water main from Washington to Vine completed, permitted, and building water services transferred to the new water main.
- 05/05/21 – The water main from Vine to Stough was completed.
- May 2021 – Neri connected resident water services to the new WM
- June 2021 – Neri connects the new WM to existing north-south WMs
- July 2021 – Patching WM trenches and site restoration.

Chicago Avenue Resurfacing Project (STP funds) (IL Rte 83 – Garfield Street)

- 05/07/21 – Construction bid advertising in IDOT service bulletin
- 06/11/21 – Open construction bids. Builders Paving, LLC was the lowest responsive bidder.
- 07/01/21 – IDOT approved the contract
- 08/10/21 – Construction begins (est.)
- 10/31/21 – Construction complete (est.)

Eighth Street Reconstruction – (Garfield Street to County Line Road)

The construction of an asphalt street was awarded J. Nardulli Concrete, Inc. on 05/04/2021. This project is part of the Master Infrastructure Plan. The initial schedule is as follows (weather dependent):

- 05/27/21 – Pre-construction Meeting
- 06/07/21 – Construction begins - construction layout, placing traffic control
- 06/14/21 – Begin water main construction Oak to County Line Road (CLR).
- 07/05/21 – Begin sewer inlet and pipe replacements CLR – Garfield.
- 07/19/21 – Begin street excavation/demolition
- 08/16/21 – road sub-grade cement stabilization
- 08/17/21 – Begin concrete improvements (curb & gutter, sidewalks, etc.)
- 09/01 - 15/21 – Street asphalt pavement construction
- 09/16/21 – 10/10/21 – Striping, landscaping, site restoration

2021 Maintenance Project

The 2021 Maintenance project which includes the resurfacing of +/-1.2-miles of Village streets and the resurfacing of the Village parking lot on W. Eighth Street near the Robbins park tennis courts. The contractor, Builders Asphalt Paving, started on 04/12/21 with concrete curb & gutter and sidewalk replacement and completed Asphalt surface paving in June. Striping has been delayed by late June rains. Site restoration and punch list items are continuing. Sod will not be laid in the dry summer months.

Other Engineering Activities

Telecommunications Permit Applications

Staff and our telecom consultant continue to review telecommunications permit applications and their potential to impact 5G introduction in Hinsdale. Staff has yet to receive any formal applications for 5G small cell equipment. The following is a summary of the telecommunications permit applications in 2020-2021:

MEMORANDUM

Company	Location	Description	Approval Status	Approval Date
Crown Castle	York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St.	Install conduit & fiber optic cable for governmental user	Approved	6/15/21
Verizon	Hinsdale Water Tower	Upgrade equipment	Pending	
Verizon	S. Lincoln St., 9 th St., S. Madison St.	Install fiber optic cable	Pending	
Metronet	Various Streets	Install fiber optic cables to interconnect all District 181 schools.	Approved	3/15/21
T-Mobile	Hinsdale Water Tower	Upgrade antenna & other equipment to 5G broadband	Approved	01/04/21
Verizon	W. First Street, Harrison Place	Place 2" HDPE conduit & handholes	Approved	11/02/20
Verizon	S Lincoln, W 9 th , S Grant, & 55 th Street	Place 2" HDPE conduit & handholes	Approved	10/05/20
Verizon	S. Madison St. & 55 th Street	Place 2" HDPE conduit	Approved	07/29/20
Sprint	Hinsdale Hospital	Install fiber optic lines for existing equipment	Approved	02/28/20

All private utility construction permits can be viewed on the Village website under Departments > Public Services & Engineering > Private Utility Construction

State and Federal Funding Opportunities A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)
06/01/21		
06/02/21		0.02
06/03/21		
06/04/21		
06/05/21		
06/06/21		
06/07/21		
06/08/21		
06/09/21		
06/10/21		
06/11/21		
06/12/21		0.58
06/13/21		
06/14/21		
06/15/21		
06/16/21		
06/17/21		
06/18/21		0.10
06/19/21		
06/20/21		0.63
06/21/21		0.01
06/22/21		
06/23/21		
06/24/21		0.33
06/25/21		1.51
06/26/21		1.81
06/27/21		
06/28/21		0.40
06/29/21		0.24
06/30/21		0.25
		June YTD
Total Precipitation in June:	5.88	11.93
Departure from Normal:	2.43	-4.59
	170%	72%

Notes:

1. Rain data from USGS Rain Gauge at 22nd Street/Salt Creek, Oak Brook

Change Order Field Record

[illegible]

Contractor Bid	1,721,900.00
Updated Cost	1,741,641.36
Updated Cost(%)	101.1%

[illegible]

Contractor Bid	Updated Cost	Updated Cost(%)
1	2	3

\$	6,150.00	\$	-	\$
		\$	6,150.00	Addition
			652,000.00	
			658,150.00	
			100.9%	

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05/24/21

Village of Hinsdale

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$ 4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	\$ 825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction	50/50 Reimbursement	\$ 395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	\$ 680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	\$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	\$ 300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	\$ 340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	\$ 389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$ 150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$ 3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	\$ 150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$ 444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$ 3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	\$ 100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreement	\$ 5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP)	Garfield Street (Chicago Ave. - 55th) resurfacing (bid opening: Jan 2022) Additional \$341,820 awarded at 03/25/21 DMMC meeting	70% SPT match 30% local match	\$ 906,720
Illinois Dept of Transportation	Surface Transportation Program (STP)	Chicago Ave (IL Rte 83 - Garfield) resurfacing (bid opening: Jun 2021)	70% SPT match 30% local match	\$ 532,000
Illinois Dept of Natural Resources	OSLAD	Renovation of pool		\$ 400,000
IDOT	Rebuild Illinois Bond Funds	Street construction/reconstruction	Six disbursements of \$184,706.76 over 3 years	\$ 1,108,241
Total				<u>\$ 25,623,754</u>

**Village of Hinsdale
Grant Applications Under Consideration**

Source	Program	Purpose	Status	Amount
Total				\$ -