

## MEETING AGENDA

### VILLAGE BOARD OF TRUSTEES

Tuesday, September 21, 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 September 7, 2021
4. VILLAGE PRESIDENT'S REPORT
5. APPOINTMENTS TO BOARDS AND COMMISSIONS
6. CITIZENS' PETITIONS\* (Pertaining to items appearing on this agenda)
7. 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 the award of Bid #1681 to George's Landscape for the Irma Butler Tot Lot rebuild not to exceed the contract cost of \$169,854.50

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

- b) Award the design and construction observation engineering services for the 2022 Resurfacing Project to HR Green in the amount not to exceed \$49,985

### 8. 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 September 6, 2021 through September 17, 2021 in the aggregate amount of \$1,185,884.47 as set forth on the list

provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*

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

- b) Approve a Resolution for Improvement under the Illinois Highway Code (MFT); **and** Approve a Resolution for Improvement under the Illinois Highway Code (RBI); **and** Approve a Resolution for Improvement under the Illinois Highway Code (General Local Funds) (*First Reading September 7, 2021*)
- c) Reject all bids, waive competitive bidding, and award the sewer cleaning, televising, and root cutting contract to National Power Rodding Corp. in the amount of \$44,789.40 with authority to perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000 (*First Reading September 7, 2021*)
- d) Award the 2021 50/50 Sidewalk Project to Suburban Concrete in the amount not to exceed \$84,860\*\*\*
- e) Waive the competitive bid process and accept a proposal to Cummins Sales and Service in the amount of \$22,340.07 to repair the Veeck combined sewer overflow (CSO) generator for the cooling system\*\*\*
- f) Award year two of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the base bid amount of \$21,995 with the intention to utilize the full budget of \$28,000 for purchasing of replacement light strands\*\*\*

**9. 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\*\*\*\**

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

- a) Approve an Ordinance Approving a Tentative and Final Plat of Subdivision (531 N. Oak Street)\*\* (*First Reading September 7, 2021*)
- b) Approve an Ordinance Approving a Site Plan, Exterior Appearance Plan, Design Review Permit and Sign Permit for Exterior Changes to an Existing Convenience Store Building and Gas Station Canopy at 149 E. Ogden Avenue (BP Amoco)\*\* (*First Reading September 7, 2021*)

**10. DISCUSSION ITEMS**

- a) Tollway update

**11. DEPARTMENT AND STAFF REPORTS**

- a) Community Development

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

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

**14. TRUSTEE COMMENTS**

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

## 16. 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  
September 7, 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, September 7, 2021 at 7:32 p.m., roll call was taken.

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

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant to the Village Manager Trevor Bosack, Police Chief Brian King, Finance Director Andrea Lamberg, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Director of Public Services George Peluso, Village Clerk Christine Bruton

Present by phone: Fire Chief John Giannelli, Assistant Fire Chief Jon Carlson, Village Engineer Dan Deeter, Superintendent of Parks & Recreation Heather Bereckis, HR Director Tracy McLaughlin

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

**a) Regular Meeting of August 10, 2021**

There being no changes to the draft minutes, Trustee Posthuma moved to **approve the draft minutes of the regular meeting of July 13, 2021, as presented.** Trustee Banke seconded the motion.

**AYES:** Trustees Posthuma, Haarlow, Stifflear, Byrnes, Banke

**NAYS:** None

**ABSTAIN:** Trustee Fisher

**ABSENT:** None

Motion carried.

**VILLAGE PRESIDENT'S REPORT**

President Cauley reported that Uniquely Thursdays concluded last week, and he thanked staff and the Chamber of Commerce for another successful season. The Farmer's Market will be temporarily relocated to the other side of Burlington Park due to Chicago Avenue roadwork. The work on Chicago Avenue should be completed by November, and consists of resurfacing work following the watermain replacement project. The Burlington Northern Santa Fe (BNSF) will close the rail

crossings at Garfield & Lincoln and the pedestrian crossing at Park Avenue overnight on Saturday, September 18. The community pool is closed for the season following their best attendance year since 2006. Work is starting on pool improvements partially funded by grant monies. He reported COVID-19 area statistics.

### **POLICE DEPARTMENT RECOGNITION**

President Cauley provided biographical information and administered the oath of office to new Police Officers Giovanni Montecinos, Sandra Acevedo, Matthew Gallik and to Sergeant Dan Blake.

### **APPOINTMENTS TO BOARDS AND COMMISSIONS**

President Cauley asked for a motion for the reappointment of Ms. Alice Waverley, Mr. John George, and Mr. Joseph Alesia.

Trustee Banke moved to **re-appoint Ms. Alice Waverly to a three-year term as chair of the Parks & Recreation Commission, Mr. John George to a three-year term on the Parks & Recreation Commission, and Mr. Joseph Alesia to a five-year term on the Zoning Board of Appeals.** Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

President Cauley thanked Ms. Waverley, Mr. George, and Mr. Alesia for their continued service to the Village.

### **CITIZENS' PETITIONS**

**Ms. Patricia Halikias, representing 531 N. Oak Street,** addressed the Board regarding the subdivision of her property into two code compliant lots of approximately the same size. The existing single-family home will remain where it is, and there are no current plans to redevelop either lot. They are asking for a waiver of the requirement for a submission of final engineering plans with the request to subdivide.

### **FIRST READINGS – INTRODUCTION**

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

- a) **Approve a Resolution for Improvement under the Illinois Highway Code (MFT); and Approve a Resolution for Improvement under the Illinois Highway Code (RBI); and Approve a Resolution for Improvement under the Illinois Highway Code (General Local Funds)**

Trustee Byrnes introduced the item for funding the reconstruction of south Garfield from Hinsdale Avenue to 55<sup>th</sup> Street in 2022. Due to the fact that this is Federal funding, IDOT requires approval of the proposed resolutions to address the funding sources used: motor fuel tax (MFT), REBUILD Illinois (RBI) and general local funds. There is no budget impact. The Board agreed to move this to the Consent Agenda of their next meeting.

- b) **Reject all bids, waive competitive bidding, and award the sewer cleaning, televising, and root cutting contract to National Power Rodding Corp. in the amount of \$44,789.40 with authority to perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000**

Trustee Byrnes introduced the item and explained the Village annually solicits bids for sewer cleaning, televising, and root cutting surfaces. National Power Rodding was the lowest bidder and has done work for the Village before. Discussion followed regarding the possible reasons for the notable disparity between the dollar amount of the bids.

The Board agreed to move this to the Consent Agenda of their next meeting.

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

- c) **Approve an Ordinance Approving a Tentative and Final Plat of Subdivision (531 N. Oak Street)**

Trustee Stifflear introduced the item, and referenced the earlier comments of Ms. Halikias indicating the subdivision would result in two code compliant lots. He explained the difference between a tentative and final plat. The final plat has all measurement requirements for such things as setbacks and floor area ratio (FAR), but since nothing will be built at this time, the code permits the Board to waive these requirements. He noted that a public hearing was held at the Plan Commission, there was no resident input, and the Plan Commission voted unanimously to recommend approval of the request.

The Board agreed to move this item forward for a Second Reading at their next meeting.

- d) **Approve an Ordinance Approving a Site Plan, Exterior Appearance Plan, Design Review Permit and Sign Permit for Exterior Changes to an Existing Convenience Store Building and Gas Station Canopy at 149 E. Ogden Avenue (BP Amoco)**

Trustee Stifflear introduced the item for exterior changes to the building at the northwest corner of Ogden Avenue and York Road. This building consists of the BP gas station, The Pride convenience store, and the Urban Counter restaurant. The changes are to the existing awning and canopy, the wall sign on the convenience store building, the gas station canopy sign and light bar, and modifications to the existing ground sign. He noted these changes were unanimously recommended by the Plan Commission.

Mr. Dan Soltis, representing the applicant, addressed the Board explaining these requests are the continuation of ongoing efforts to improve the aesthetics of building. He illustrated the proposed changes. They are planning to replace the green awnings with a Cordoba brown awning, and will paint the roof a matte black. They will remove the Pride sign from the window, and install a similar code compliant sign on the roof. The roofline and material will not be changed. The canopy over the gas pumps will be upgraded to include a better lighting product that is more weather resistant, however, the illumination and lumens will remain the same. The 'bullnose' will be slightly wider, but this change would likely not be noticeable.

Trustee Fisher asked about landscaping changes, to which Mr. Soltis replied that landscaping had not been contemplated at this time.

With respect to the ground sign, they are moving the Pride logo above the BP logo. This new sign will be six inches shorter than the existing sign, reducing the height to 9' feet. The total square footage of the sign is less than 50' square feet, and is code compliant. The Plan Commission approved the higher height of the sign than the 8' feet allowed by code several years ago. The Urban Counter portion of the ground sign will be eliminated, but the Urban Counter sign will remain on the building in its current location and configuration. Village Planner Bethany Salmon noted the Plan Commission recommended additional landscaping, but it was not a condition of approval. Discussion followed regarding site lines, and replacement of dying landscaping. Mr. Soltis agreed to incorporate the Board's landscaping recommendations for Ogden Avenue and York Road. The Board agreed to move this forward for a Second Reading at their next meeting.

### **CONSENT AGENDA**

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

- a) Trustee Haarlow moved **Approval and payment of the accounts payable for the period of August 9, 2021 through September 3, 2021 in the aggregate amount of \$1,797,728.95 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Posthuma seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

*The following item was approved by omnibus vote:*

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

- b) **Award Nels Johnson Tree Experts, Inc. the Tree Pruning contract for year 3 of the contract not to exceed the remaining Calendar Year 2021 available budgeted amount of \$47,628.50 and not to exceed the approved Calendar Year 2022 budget**

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

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

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

None.

### DISCUSSION ITEMS

a) **Tollway update**

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

### DEPARTMENT AND STAFF REPORTS

a) **Community Development**

b) **Engineering**

c) **Parks & Recreation**

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

### REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

### 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 August 10, 2021.** Trustee Byrnes seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Meeting adjourned at 8:22 p.m.

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



Administration

**AGENDA SECTION:** Presidents Report

**SUBJECT:** Appointments to Boards and Commissions

**MEETING DATE:** September 21, 2021

**FROM:** Christine Bruton, Village Clerk

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**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:

**Plan Commission**

Ms. Shelley L. Carter appointed to a 2-year term through April 30, 2023 to complete the expired term of Mr. Troy Unell

**Economic Development Commission**

Ms. Natalie Scheid 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)

**REQUEST FOR BOARD ACTION**  
Public Services & Engineering

**AGENDA SECTION:** First Read - ACA

**SUBJECT:** Bid #1681 – Irma Butler Tot Lot Playground Renovation

**MEETING DATE:** September 21, 2021

**FROM:** John Finnell, Superintendent of Parks & Forestry  
Heather Bereckis, Superintendent of Parks and Recreation

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**Recommended Motion**

To approve the award of Bid #1681 to George's Landscape for the Irma Butler Tot Lot rebuild not to exceed the contract cost of \$169,854.50.

**Background**

On September 7, 2021, Staff solicited sealed bids for removing and replacing the playground at the Irma Butler Tot Lot located in the southwest corner of Robbins Park. The bid package included a base bid as well as 3 alternatives: Alternate A - playground turf surface, Alternate B - ornamental fencing and Alternate C - replacing the existing park shelter. The bid package was advertised in the Daily Herald on August 22, 2021. The bid opening was held on Tuesday, September 7, 2021 and the Village received seven (8) competitive bids. The bid from E Hoffman was incomplete and the company asked to withdraw the bid, resulting in (7) bids.

**Discussion & Recommendation**

The Parks and Recreation Commission reviewed the scope of the project at their July 20, 2021 meeting and recommended proceeding with the playground improvements. Based upon the unit pricing received (Attachment #1), staff recommends George's Landscape for the Irma Butler Tot Lot project. George's Landscape will complete the base project as well as the alternate turf surface (Alternate A) and replacing the park shelter (Alternate C). The Village's consultant, Design Perspective Inc. has worked with this company and is confident that the work will be done to the Village's satisfaction (Attachment #2).

**Budget Impact**

Included in the proposed Calendar Year 2021 budget is \$175,000 in the Capital Fund (6300-7911) for playground rebuild. Design Perspectives was contracted to develop bid documents, manage the bidding process and oversee the removal and replacement of the playground for \$8,000. The bid submitted by George's Landscape at \$169,854.50 is \$1,854.50 over the remaining \$168,000 budget. There are two-line items: Miscellaneous Concrete Curb repair at \$1,220 and Owner Project Allowance at \$5,000 that could be credited to the Village to potentially have the contract amount total below the budgeted amount.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Irma Butler Tot Lot – Bid Tabulation
2. Design Perspectives Bid Evaluation
3. Irma Butler Tot Lot – Improvements Overview

**BID TABULATION SHEET**

Project Name:

**2021 Irma Butler Tot Lot Playground Improvements  
Village of Hinsdale**

Bid Opening: 10:00 a.m. September 7, 2021

Witness: Tod Stanton

Witness: John Finnell

Company / Contractor	Bid Bond	Irma Butler Tot Lot Playground Base Bid	Irma Butler Tot Lot Playground-Alternate A-Playground Turf Safety Surface	Irma Butler Tot Lot Playground-Alternate B-Ornamental Fence & Gates	Irma Butler Tot Lot Playground-Alternate C-Park Shelter	Irma Butler Tot Lot Playground Total Bid
Clauss Brothers	Y	\$186,674.50	\$1,311.00	\$35,361.00	\$25,263.00	\$248,609.50
E. Hoffman	Y	\$112,575.00	-\$7,125.00	\$35,275.00	\$20,000.00	\$157,725.00
George's Landscaping	Y	\$149,000.00	\$1,852.50	\$32,405.00	\$19,002.00	\$202,259.50
Great Lakes Landscaping Co	Y	\$180,099.00	-\$7,125.00	\$31,715.00	\$25,583.00	\$230,272.00
Hacienda Landscaping	Y	\$172,650.00	\$8,550.00	\$35,580.00	\$19,900.00	\$236,680.00
Innovation Landscape	Y	\$175,394.40	-\$3,562.50	\$34,818.00	\$20,806.25	\$227,456.15
Landworks	Y	\$186,456.00	\$1,498.00	\$32,320.00	\$19,750.00	\$240,024.00



MEMO

To: Mr. George Peluso,  
Director of Public Services & Engineering  
Village of Hinsdale

From: Tod Stanton, President

Date: September 8, 2021

**RE: Bid Evaluation for 2021 Irma Butler Tot Lot Playground Improvements**

George,

We are pleased to prepare this brief memo outlining our thoughts regarding the recent bid opening for this project that was held on Tuesday September 7, 2021 at 10:00 am. A total of seven bids were received and opened. The bidding documents included three potential alternates. The base bid for the tot lot playground project ranged in price from the low of \$112,575.00 to a high of \$186,674.50. The selection of the add alternates is at the discretion of the Village and it is our understanding that two of the three are being accepted based on the current discussion. They included the following:

- Add Alternate A-Playground Turf Safety Surface
- Add Alternate C- Park Shelter

The apparent low bidder based on the base bid plus the accepted add alternates was E. Hoffman at a total construction cost of \$125,450.00. The next bidder was George's Landscaping at a total construction cost of \$169,854.50.

E. Hoffman submitted a short letter dated September 8, 2021 requesting to withdraw their bid. The bid that was submitted contained an error in the cost of the furnishing and installation of the specified playground. I have attached the letter to this memo. It is my recommendation to accept E. Hoffman's request to withdraw their bid and award the contract to George's Landscaping.

We have performed many park and playground projects with George's Landscaping. They are well qualified to perform the work. They are a local 150 union shop and have no DOL related issues.

The bid tabulation data has been provided to Village staff directly after the bid opening and can be included as supplemental information if needed.

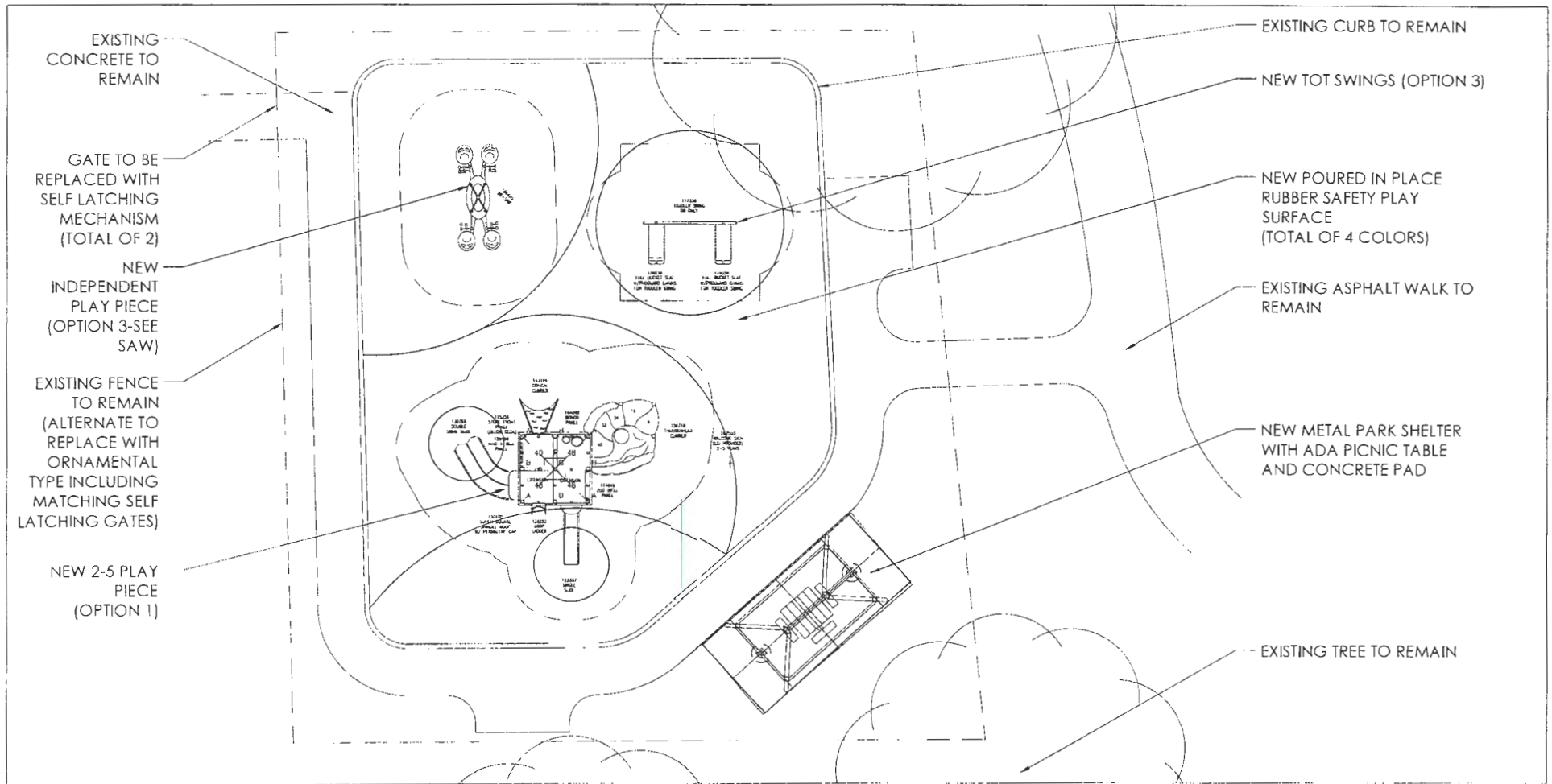
Therefore, we recommend that the Village award the 2021 Irma Butler Tot Lot Playground Improvements to George's Landscaping, Inc. for a not to exceed contract cost of \$169,854.50 which will include the base bid plus Alternate A - Playground Turf Safety Surface and Alternate C-Park Shelter.

Please contact me with any questions.

Tod

# Irma Butler Tot Lot Playground Improvements

## Site Plan



Prepared for:  
Village of Hinsdale

**DP**  
Design Perspectives, Inc.  
Bounded in Creativity  
1167 Hobson Mill Drive  
Naperville, Illinois 60540  
www.design-perspectives.net

July 2021  
0 10  
SCALE: 1" = 10'  
N

REQUEST FOR BOARD ACTION

Public Services & Engineering

**AGENDA SECTION:** First Read – EPS

**SUBJECT:** 2022 Resurfacing Project Engineering Services award

**MEETING DATE:** September 21, 2021

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

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**Recommended Motion**

Award the design and construction observation engineering services for the 2022 Resurfacing Project to HR Green in the amount not to exceed \$49,985.

**Background**

Annually under the accelerated Master Infrastructure Project, the Village conducts a Maintenance / Resurfacing Project. Attachment 1 shows the streets and parking lots that Staff has identified for resurfacing in the 2022 Resurfacing Project. Staff sent requests for proposals to six engineering consultants who have previous design and construction observation experience with the Village of Hinsdale. Five of these consultants responded with proposals.

Engineering Consultant	<u>Design</u>	<u>Construction Observation</u>	<u>Total</u>
• HR Green	\$ 17,445	\$ 32,540	\$ 49,985
• Rempe-Sharpe	\$ 26,627	\$ 34,643	\$ 61,270
• James J. Benes	\$ 50,327	\$ 58,113	\$108,440
• Primera	\$ 49,000	\$ 82,895	\$131,895
• GSG Consultants	\$111,020	\$158,800	\$269,820

**Discussion & Recommendation**

HR Green has provided design and construction observation services for numerous MIP projects in the Village. The most recent projects have been the 2021 Chicago Avenue Water Main Project Phase 2 and the 2021 Chicago Avenue Resurfacing Project. HR Green has provided satisfactory engineering services for these projects which were completed on-time and under-budget. Staff recommends awarding the design engineering contract to HR Green.

**Budget Impact**

For planning purposes, Staff budgets engineering as 15% of the total project. Actual engineering costs have been between 8 – 13% depending on the size, reporting requirements, and complexity of the project. For the 2022 Resurfacing Project, the HR Green proposal is 8.75% of the total budget. It is staff's opinion that the overall project can be completed within the project budget of \$570,000.

**Village Board and/or Committee Action**

N/A

**Documents Attached**

1. Scope of the 2022 Resurfacing Project
2. Engineering Contract for the 2022 Resurfacing Project



**Attachment 1: Scope of the 2022 Resurfacing Project**

Street	From	To
N. Bruner Street	Hickory Street	Walnut Street
N. Quincy Street	Stough Street	Maple Street
N. Burner Street	North Street	South to mid-block
N. Monroe Street	Ogden Avenue	South to mid-block
N. Madison Street	Ogden Avenue	Warren Court
N. Vine Street	Walnut Street	Maple Street
N. Grant Street	Maple Street	Chicago Avenue
Merrill Woods Road	Birchwood Avenue	Cul-de-sac
N. Oak Street	Minneola Street	The Lane
S. Clay Street	Eighth Street	Cul-de-sac
Parking Lot	Southwest corner of Lincoln & First Streets	
Parking Lot	South of Post Office	

Total Street Distance: +/-4600 feet

Total Parking Lot area: +/- 18,650 square feet

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

ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT  
2022 Resurfacing Project Engineering Services  
Design & Construction Observation

## **PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

This Professional Services Agreement is entered into this \_\_\_<sup>th</sup> 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 2022 Resurfacing Project design and construction observation engineering services (herein referred to as the "Project");

Whereas, Engineer submitted a proposal dated September 10, 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 – 2022 Resurfacing Project design & construction 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, 2022.

### **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 September 10, 2021, attached hereto as Exhibit "A", Engineer agrees to provide all labor, materials, expertise, services and consultation related to design, 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 \$49,985.00.

**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.

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 there from 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 DuPage 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 PROFESSIONAL SERVICES AGREEMENT for HINSDALE 2022  
RESURFACING PROJECT – RFP# 1680, DESIGN/CONTRACT PLAN PREPARATION, AND  
CONSTRUCTION OBSERVATION (FULL-TIME)  
DATED: September 10, 2021**





## **PROFESSIONAL SERVICES AGREEMENT**

**For**

### **HINSDALE 2022 RESURFACING PROJECT – RFP# 1680 DESIGN/CONTRACT PLAN PREPARATION, AND CONSTRUCTION OBSERVATION (FULL-TIME)**

Daniel M. Deeter, P.E.  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
630-789-7039

T. Scott Creech, P.E.  
HR Green  
323 Alana Drive  
New Lenox, IL 60451  
HR Green Project Number: 211288

September 10, 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 for Proposal No. 1680 received August 20, 2021, via email from Mr. Daniel Deeter, P.E., Village Engineer at the Village of Hinsdale.

The services required for this project are to include design, bid/construction document preparation, bidding assistance, and construction observation services (Full-time) for pavement milling and patching with Hot Mix Asphalt (HMA) resurfacing, selective combination concrete curb and gutter removal and replacement, and Sidewalk and Ramp Replacement as required for ADA compliance. It is anticipated that up to a total of twelve (12) ADA ramps may be required with up to eight (8) located at located at N. Vine and Maple Street intersection depending on where the proposed pavement improvement is terminated and four (4) located at the Post Office parking lot.

As requested by the CLIENT, Full-Time Construction Observation services associated with the Village of Hinsdale 2022 Resurfacing Project, located in DuPage County, Illinois are detailed within this contract/proposal. It is understood that Village Funding will be utilized for the Design and Construction Observation components and Village Funding in combination with MFT Funding will be utilized for the Construction of this project.

The 2022 Resurfacing Project includes improvements along various street segments within the Village of Hinsdale limits as summarized below along with a brief description of COMPANY'S engineering and surveying scope of work associated with each street segment. Further detail of the COMPANY's services is provided in the Scope of Services section located herein.

#### **A. N. Bruner Street**

- From Hickory St. to Walnut St.  
Length ≈ 600 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration  
Surveying Scope: topo. survey not required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

#### **B. N. Quincy Street**

- From Stough St. to Maple St.  
Length ≈ 650 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration  
Surveying Scope: topo. survey not required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

C. N. Bruner Street

- From south of North St.

Length ≈ 200 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

D. N. Monroe Street

- From Ogden Ave. to south

Length ≈ 540 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; ADA ramps are not anticipated; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

E. N. Madison Street

- From Ogden Ave. to Warren Court

Length ≈ 440 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk spot repair; ADA ramps are not anticipated; and landscape restoration

Surveying Scope: topo. survey not required here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

F. N. Vine Street

- From Walnut Street to Maple St.

Length ≈ 515 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – up to 8 ramps anticipated depending on pavement resurfacing termination; and landscape restoration.

Surveying Scope: topo. survey not necessary for ADA ramp design here

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

G. N. Grant Street

- From Maple Street to Chicago Avenue

Length ≈ 365 ft.

Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – 0 ramps anticipated; and landscape restoration

Surveying Scope: topo. survey not necessary for ADA ramp design here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

H. Merrill Woods Road

- From Birchwood Ave. to the south  
Length  $\approx$  535 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration  
Surveying Scope: topo. survey not required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

I. N. Oak Street

- From Minneola St. to The Lane  
Length  $\approx$  275 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; Sidewalk and ramps are not anticipated; and landscape restoration  
Surveying Scope: topo. survey not required here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

J. S. Clay Street

- From Eighth Street to the south  
Length  $\approx$  480 ft.  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – 0 ramps anticipated; and landscape restoration  
Surveying Scope: topo. survey not necessary for ADA ramp design here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

K. Parking Lot

- Located southwest of Lincoln and First Streets  
Area  $\approx$  7,150 square feet  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and gutter removal and replacement; PCC sidewalk spot removal and replacement; ADA ramp construction – 0 ramps anticipated; and landscape restoration  
Surveying Scope: topo. survey not necessary for ADA ramp design here  
Engineering Scope: Design & Bid/Construction Doc. Preparation  
Construction Observation: Full-time Observation

L. Post Office Parking Lot

- South lot across Symonds  
Area  $\approx$  11,500 square feet  
Work Scope: 2" HMA mill and HMA resurface; pavement patching, spot curb and

gutter removal and replacement; PCC sidewalk removal and ADA ramp construction – 4 ramps anticipated; and landscape restoration

Surveying Scope: topo. survey not anticipated to be necessary for ADA ramp design here.

Engineering Scope: Design & Bid/Construction Doc. Preparation

Construction Observation: Full-time Observation

## 1.2 Design Criteria/Assumptions

The plans will be prepared in accordance with standard design guidelines from Illinois Department of Transportation (IDOT) Standards for Road and Bridge Construction, IDOT Bureau of Local Roads Manual, Policies and Procedures, DuPage Division of Transportation, and CLIENT ordinances as applicable.

The construction contract for the 2022 Resurfacing Project is anticipated to commence in May 2022 and be completed within 25 working days and well before the completion date of October 2022 as noted in the RFP. The estimated man-hours for full-time construction observation of the project are based on 25 working days by the contractor in the field and it is anticipated that the contractor will complete all work on the project by the noted working days. 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 Surveying Services – COMPANY does not anticipate requiring topographic or boundary survey services except for the anticipated four (4) sump pump connections. Therefore, additional services beyond the noted survey requirements can be provided with an amendment to the contract. If required, elevations will be referenced to the Hinsdale datum, which is on the NAVD 88 vertical datum and coordinates will be tied to the Illinois State Plane, East Zone (NAD 83) Coordinate System.

## 2.2 Roadway Design and Contract Plan Preparation

- A. Roadway Design, Contract Plan Preparation and Bidding Services – COMPANY shall provide the following design, plan preparation and bidding services for the benefit of the project and the CLIENT:

- i. Data collection as detailed in the previous section and project setup.
- ii. Project specifications and special provisions.
- iii. Site visits.
- iv. Utility location mapping request.
- v. Geotechnical Engineering Services– For the scope of improvements specified for this year's resurfacing program, COMPANY does not anticipate the need for soil sampling and lab testing related to CCDD criteria and therefore no fees have been included herein.
- vi. Notice of Intent/Notice of Termination submittal to IEPA.
- vii. Storm Water Pollution Prevention Plan submittal to IEPA.
- viii. Develop pay items and schedule of quantities.
- ix. Engineer's Opinion of Probable Construction Cost (OPCC).

- x. Estimate of Time (EOT) for construction schedule estimate.
  - xi. Coordination with CLIENT and other required Agencies.
  - xii. Disposition of review comments.
  - xiii. Quality Control.
  - xiv. COMPANY will assist the CLIENT in advertisement for bid. It is assumed that the fees for advertisement are not included in this contract proposal but are to be paid for by the CLIENT as a reimbursement or directly.
  - xv. COMPANY will attend one (1) bid opening meeting at the CLIENT and provide bid evaluation input and a recommendation of award to the CLIENT.
  - xvi. Administration and Project Management.
- B. Developing Roadway Construction Documents – COMPANY shall prepare the Contract Plans and Specifications for the roadway improvements associated with the Village of Hinsdale 2020 Maintenance Project. This contract is based on the following:
- i. The roadway improvements include +/- 4,600 feet of existing residential roads along the segments specified above in Section I – Project Understanding and approximately +/-18,650 square feet of parking lot resurfacing. Included in the project for design and preparation of bidding/construction documents.
  - ii. Existing utility information shall be developed from the above ground facilities picked up by the Village mapping and information acquired from the utility owners (utility atlas). Video televising of sewers is not applicable and therefore not included herein.
  - iii. The pavement within the limits of the roadway improvement shall be milled and resurfaced to 2" depth. Pavement conditions within the project limits will be evaluated and full-depth patching will be included as determined to be required by the COMPANY and per CLIENT suggestion. Improvements at intersections shall extend to cross street radius returns or as determined in field to be applicable. Access to driveways shall be maintained during the course of construction.
  - iv. Existing curb and gutter, sidewalk, and trees shall remain undisturbed, unless conditions require otherwise, per field inspection by the COMPANY and/or direction from the CLIENT. Ramps for the disabled shall be included in the plans with detectable warnings except at locations where they already exist and are compliant with the current guidelines set forth by the Americans with Disabilities Act (ADA).
  - v. Modifications to the roadway geometry are not anticipated to be required. Curb returns shall be checked for positive drainage to prevent ponding within the gutters and designed for removal and replacement, if necessary.
  - vi. COMPANY shall develop two (2) Engineer's Opinion of Probable Construction Cost(s) (EOPCC) for the proposed improvements – one (1) to accompany each of the pre-final (90%) and final (100%) submittals.
- C. Meetings, Coordination, and Administration
- COMPANY shall prepare meeting minutes and distribution to meeting attendees. The required number of meetings is estimated as noted below for the purposes of said contract scope and fees. The meetings may differ from this contract as directed by the CLIENT and are subject to additional compensation per contract addendum.

- One (1) design related meeting(s) with the CLIENT.
- One (1) Bid Opening
- One (1) Pre-Construction Mtg. (included in Section 2.3)

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

## 2.3 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 an estimated 25 working days in field to complete the construction within the specified project construction window as noted within the RFP which is May 2022 – October 2022. 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 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.

### 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 five (5) weekly construction progress meetings with the CLIENT, the contractor, and subcontractors, and residents as



applicable from project start until project completion. See Section 3.0 for anticipated project schedule. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

**D. Administration/Coordination**

This task will involve the management oversight of the project 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**

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

- 2.4 Record Drawings –** As there appears to be minimal storm sewer involved in the 2022 Resurfacing Project, COMPANY will specify that the Contractor provide as-built drawings for the three to four sump pump connections located on Merrill Woods. The Contractor, through the construction/bid documents will be specified to provide a plan sheet containing the updated information showing rims, and invert elevations, pipe lengths, percentages of slope, of visible new sump pump connections (anticipated 4) in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This does not include any information on rim adjustments for storm structures. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. The Contractor will be specified to provide a digital copy of the plan set to be completed in AutoCAD release 2019, in addition to providing two (2) paper copies of the plan set.

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

**Anticipated Deliverables –**

- A. Pre-Final Bid/Construction Documents (90% completion)
- B. Final Bid/Construction Documents (100% completion)
- C. Engineer's Opinion of Probable Construction Costs: Two (2) total, one (1) included with each of the above noted Bid/Construction Document submittals
- D. Record Drawings (AutoCAD format) including As-built rims, and inverts (only for as-built portion).

**Anticipated Project Schedule-**

- Design Notice to Proceed – September 2021
- 90% Submittal to CLIENT– January 2022
- Receipt of Comments – Mid-January 2022
- Final P,S, & E for Bidding – March 2022
- Construction Request for Bids Advertised – March 2022
- Local Bid Opening –April 2022

- Anticipated Construction Start – May 2022
- Construction Completion – 25 working days following Construction Start.

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**

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report\*;
- C. Location Drainage Study services\*;
- D. Structural design services\*;
- E. Floodplain analysis/study service\*;
- F. Wetland delineation/mitigation services\*;
- G. Record Drawings\*;
- H. Right of way and easement plat preparation\*; and
- I. Construction staking and layout\*.

\*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 or 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**

COMPANY has included a budgetary amount within this scope of services for Material Testing of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). A qualified *materials testing sub-consultant* will be available to provide material testing services for this project as a sub-consultant to COMPANY. Quality Assurance testing for asphalt and concrete may be completed at the discretion of COMPANY and CLIENT generally following IDOT QC/QA criteria.

#### **6.0 Client Responsibilities**

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

- A. Planning concepts
- B. Construction schedule expectations
- C. Existing utility mapping and atlases
- D. Existing right of way information
- E. Available soils data
- F. Available existing pavement composition and thickness
- G. Available/applicable studies by others
- H. CLIENT design guidelines
- I. CLIENT Code of Ordinances; and
- J. Review of Pre-Final (90% completion) and Final Bid/Construction Documents (100% completion).

## 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 work is done.

### 7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, 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.

### 7.3 Extra Work

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

### 7.4 Exclusion

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

### 7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$49,985.00**.

ITEM	MAN- HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey – N/A				

<b>2.2 Roadway Design and Contract Plan Preparation</b>				
Roadway Design & Contract Plan Preparation	130	\$ 15,295.00		
Meetings, Coordination, Administrative & QC/QA	12	\$ 2,050.00	\$ 100.00	
Geotechnical Engineering: Sub-Consultant budgetary #)	n/a			
<b>2.3 Construction Observation</b>				
Field Observation & Admin, Pre-Con. Mtg. (2)	226	\$ 28,700.00	\$ 840.00	
Material Testing: Sub-Consultant budgetary #)	n/a			\$ 3,000.00
<b>Subtotals:</b>	372	\$ 46,045.00	\$ 940.00	\$ 3,000.00
		<b>Contract Total:</b>	<b>\$ 49,985.00</b>	

(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 25 Field Observation Days (contractor working days in reasonable succession) for construction & includes one (1) pre-construction meeting, 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.

8.30 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.

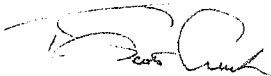
8.37 Municipal Advisor

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.

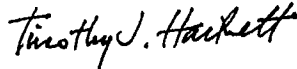
Sincerely,

HR GREEN, INC.



\_\_\_\_\_  
T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Timothy J. Hartnett

Vice President/Practice Leader of

Title: Governmental Services - Midwest Date: 9/10/2021

Village of Hinsdale

Accepted by: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

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

REQUEST FOR BOARD ACTION  
Finance

**AGENDA SECTION:** Consent – ACA  
**SUBJECT:** Accounts Payable-Warrant #1745  
**MEETING DATE:** September 21, 2021  
**FROM:** Andrea Lamberg, Finance Director *al*

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**Recommended Motion**

Approve payment of the accounts payable for the period of September 6, 2021 through September 17, 2021 in the aggregate amount of \$1,185,884.47 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 #1745 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 #1745

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1745**

**FOR PERIOD September 6, 2021 through September 17, 2021**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,185,884.47 reviewed and approved by the below named officials.

APPROVED BY Andrea Janbery DATE 9/17/2021  
VILLAGE TREASURER/FINANCE DIRECTOR

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

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

**Village of Hinsdale**  
**#1745**  
**Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	100	133,206.58	-	133,206.58
2012A Bond Fund	304	475.00		475.00
Capital Project Fund	400	255,028.63	-	255,028.63
Water & Sewer Operations	600	558,262.42	-	558,262.42
Water & Sewer Capital	620	17,129.50	-	17,129.50
Escrow Funds	720	73,350.00	-	73,350.00
Payroll Revolving Fund	740	4,714.52	143,717.82	148,432.34
<b>Total</b>		<b>1,042,166.65</b>	<b>143,717.82</b>	<b>1,185,884.47</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1745**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 9/17/2021	Village Payroll #19 - Calendar 2021	FWH/FICA/Medicare	\$ 96,585.07
Illinois Department of Revenue 9/17/2021	Village Payroll #19 - Calendar 2021	State Tax Withholding	\$ 20,121.49
ICMA - 457 Plans 9/17/2021	Village Payroll #19 - Calendar 2021	Employee Withholding	\$ 20,586.26
HSA PLAN CONTRIBUTION 9/17/2021	Village Payroll #19 - Calendar 2021	Employer/Employee Withholding	\$ 1,425.00
Historical Society Contribution 9/15/2021	Bagley House		\$ 5,000.00
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
<b>Total Bank Wire Transfers and ACH Payments</b>			<b>\$ 143,717.82</b>



## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>BULLSEYE TELECOM INC</b>		
40455601	PHONE CHARGES 8/26-9/25/21	775.05
40455601	PHONE CHARGES 8/26-9/25/21	81.28
40455601	PHONE CHARGES 8/26-9/25/21	76.64
40455601	PHONE CHARGES 8/26-9/25/21	306.58
40455601	PHONE CHARGES 8/26-9/25/21	59.28
40455601	PHONE CHARGES 8/26-9/25/21	676.31
40455601	PHONE CHARGES 8/26-9/25/21	424.15
40455601	PHONE CHARGES 8/26-9/25/21	81.28
40455601	PHONE CHARGES 8/26-9/25/21	76.64
40455601	PHONE CHARGES 8/26-9/25/21	157.92
40455601	PHONE CHARGES 8/26-9/25/21	52.60
Check Date 9/9/2021 Total For Check # 110430		2,767.73
<b>COMCAST</b>		
8771201110037136	POOL 9/4-10/3/21	148.35
8771201110036815	WATER 9/5-10/4/21	148.35
8771201110036807	KLM 9/5-10/4/21	108.35
8771201110036781	POLICE 9/5-10/4/21	162.90
8771201110036757	VILLAGE HALL 9/5-10/4/21	258.35
Check Date 9/9/2021 Total For Check # 110431		826.30
<b>VERIZON WIRELESS</b>		
9886905306	IPADS/MODEMS/CAMERAS 7/24-8/23/21	110.66
9886905306	IPADS/MODEMS/CAMERAS 7/24-8/23/21	36.87
9886905306	IPADS/MODEMS/CAMERAS 7/24-8/23/21	110.66
9886905306	IPADS/MODEMS/CAMERAS 7/24-8/23/21	332.48
Check Date 9/9/2021 Total For Check # 110432		590.67
<b>A &amp; B LANDSCAPING</b>		
2021-0427	WATERMAIN RESTORATION	4,375.00
Check Date 9/17/2021 Total For Check # 110433		4,375.00
<b>A BLOCK MARKETING INC</b>		
ME00054444-A	LOG DISPOSAL	30.00
ME00057092	LOG DISPOSAL	30.00
LC00049890	WOOD CHIP DISPOSAL	30.00
LC00050217	WOOD CHIP DISPOSAL	30.00
ME00058455	WOOD CHIP DISPOSAL	30.00
ME00058534	WOOD CHIP DISPOSAL	30.00
ME00058563	WOOD CHIP DISPOSAL	30.00



## Warrant Register 1745

Invoice	Description	Invoice/Amount
LC00015451	WOOD CHIP DISPOSAL	30.00
ME00046081	LOG DISPOSAL	30.00
LC00032980-A	LOG DISPOSAL	30.00
LC00033232-A	LOG DISPOSAL	30.00
LC000333889	LOG DISPOSAL	30.00
LC00033974-A	LOG DISPOSAL	30.00
ME00050039-A	LOG DISPOSAL	30.00
Check Date 9/17/2021 Total For Check # 110434		420.00
<b>AEP ENERGY</b>		
3013129837-AUG21	2 E STOUGH/STREET LIGHT 7/22-8/20/21	7,095.79
3013129848-AUG21	53 VILLAGE PL-7/16-8/16/21	320.73
Check Date 9/17/2021 Total For Check # 110435		7,416.52
<b>ALEXANDER EQUIPMENT</b>		
181287	CHAIN SAW REPAIR & SUPPLIES	416.62
Check Date 9/17/2021 Total For Check # 110436		416.62
<b>AMALGAMATED BK OF CHICAGO</b>		
TRUST #1854992009	ADMIN FEE HINSDALE GO 2012A BONDS	475.00
Check Date 9/17/2021 Total For Check # 110437		475.00
<b>AMITA HEALTH</b>		
50	DRUG SCREENING-AUG21	120.00
Check Date 9/17/2021 Total For Check # 110438		120.00
<b>ATLAS BOBCAT LLC</b>		
720932	CLUTCH REBUILD UNIT #105 CHIPPER	2,587.89
Check Date 9/17/2021 Total For Check # 110439		2,587.89
<b>AUGUSTUS LABS LLC</b>		
567	8/27/21 COVID TEST	400.00
568	9/3/21 COVID TEST	100.00
Check Date 9/17/2021 Total For Check # 110440		500.00
<b>BACKGROUNDS ONLINE</b>		
534045	BACKGROUND CHECK 8/20/21	67.95
Check Date 9/17/2021 Total For Check # 110441		67.95
<b>BANNERVILLE USA</b>		
30879	SIGNAGE	277.00
Check Date 9/17/2021 Total For Check # 110442		277.00
<b>BRAVO SERVICES, INC</b>		
54	CLEANING SERVICE AUG21	2,250.00





## Warrant Register 1745

Invoice	Description	Invoice/Amount
54	CLEANING SERVICE AUG21	300.00
54	CLEANING SERVICE AUG21	200.00
54	CLEANING SERVICE AUG21	650.00
54	CLEANING SERVICE AUG21	1,200.00
54	CLEANING SERVICE AUG21	1,250.00
Check Date 9/17/2021 Total For Check # 110443		5,850.00
<b>BRIDGEPAY NETWORK SOLUTIONS</b>		
8582	AUGUST 2021 TRANSACTIONS	23.10
8402	JULY 2021 TRANSACTIONS	25.20
Check Date 9/17/2021 Total For Check # 110444		48.30
<b>CINTAS CORPORATION 769</b>		
4094668268	MAT & TOWEL SERVICE	22.85
4094668268	MAT & TOWEL SERVICE	27.42
4094668268	MAT & TOWEL SERVICE	21.39
4094668268	MAT & TOWEL SERVICE	12.15
4094668268	MAT & TOWEL SERVICE	46.07
4094668268	MAT & TOWEL SERVICE	42.97
5075389790	RE-STOCK MEDICAL CABINET-WATER PLANT	88.56
5075389756	MEDICAL CABINET RESTOCK	84.33
5075389756	MEDICAL CABINET RESTOCK	84.33
Check Date 9/17/2021 Total For Check # 110445		430.07
<b>CLEANSWEEP</b>		
PS393418	STREET SWEEPING	1,035.00
PS374048	STREET SWEEPING	1,192.37
PS386395	STREET SWEEPING	2,041.25
ps400352	STREET SWEEPING	1,495.00
Check Date 9/17/2021 Total For Check # 110446		5,763.62
<b>COLLEY ELEVATOR COMPANY</b>		
216006	INSPECTORS FEE-5 YEAR LOAD TEST	1,443.00
Check Date 9/17/2021 Total For Check # 110447		1,443.00
<b>COMED</b>		
7261620005	SAFETY TOWN	21.01
Check Date 9/17/2021 Total For Check # 110448		21.01
<b>COMED-6112</b>		
1653148069	TRAFFIC SIGNALS-7/28-8/26/21	104.32
Check Date 9/17/2021 Total For Check # 110449		104.32



## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>CONSTELLATION NEWENERGY</b>		
3284586	GAS CHARGES 8/1-8/31/21	125.81
3284586	GAS CHARGES 8/1-8/31/21	125.80
3284586	GAS CHARGES 8/1-8/31/21	183.66
3284586	GAS CHARGES 8/1-8/31/21	228.11
3284586	GAS CHARGES 8/1-8/31/21	688.54
3284586	GAS CHARGES 8/1-8/31/21	214.42
	Check Date 9/17/2021 Total For Check # 110450	1,566.34
<b>CORE &amp; MAIN LP</b>		
P397292	1" & 1.5" WATER METERS	3,732.00
	Check Date 9/17/2021 Total For Check # 110451	3,732.00
<b>DAILY HERALD PADDOCK PUB</b>		
189831	BID NOTICE-2021 SEWER CLEANING #1680	102.60
	Check Date 9/17/2021 Total For Check # 110452	102.60
<b>DENZ, LARRY</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	38.00
	Check Date 9/17/2021 Total For Check # 110453	38.00
<b>DUPAGE COUNTY RECORDER</b>		
081221	RECORDING FEES-AUG21	2,366.00
	Check Date 9/17/2021 Total For Check # 110454	2,366.00
<b>DUPAGE WATER COMMISSION</b>		
01-1200-00-AUG21	WATER CHARGES 7/31-8/31/21	528,350.76
	Check Date 9/17/2021 Total For Check # 110455	528,350.76
<b>FACTORY MOTOR PARTS CO</b>		
2-5571244	UNIT #833 MASTER CYLINDER	138.52
56-556349	UNIT #833 REAR BREAK PADS/ROTORS	165.33
60-295668	FLOOR JACK-6/26 FLOOD DAMAGE	599.00
	Check Date 9/17/2021 Total For Check # 110456	902.85
<b>FCWRD</b>		
008919-000 AUG21	SEWER-6/29-8/27/21	1,868.17
	Check Date 9/17/2021 Total For Check # 110457	1,868.17
<b>FEDEX</b>		
7-479-12821	POSTAGE PD-GUARDIAN SAFETY	13.70
	Check Date 9/17/2021 Total For Check # 110458	13.70
<b>FIRST COMMUNICATIONS, LLC</b>		
122154636	PHONE CHARGES-AUG21	274.54
122154636	PHONE CHARGES-AUG21	94.18

**Warrant Register 1745**

Invoice	Description	Invoice/Amount
122154636	PHONE CHARGES-AUG21	198.58
122154636	PHONE CHARGES-AUG21	54.75
122154636	PHONE CHARGES-AUG21	381.19
122154636	PHONE CHARGES-AUG21	163.36
122154636	PHONE CHARGES-AUG21	605.11
<b>Check Date 9/17/2021 Total For Check # 110459</b>		<b>1,771.71</b>
<b>FREY, LYNN</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	76.00
<b>Check Date 9/17/2021 Total For Check # 110460</b>		<b>76.00</b>
<b>FULLERS HOME &amp; HARDWARE</b>		
AUGUST2021	AUG21 MISCELLEANOUS HARDWARE	10.00
AUGUST2021	AUG21 MISCELLEANOUS HARDWARE	65.01
AUGUST2021	AUG21 MISCELLEANOUS HARDWARE	59.22
<b>Check Date 9/17/2021 Total For Check # 110461</b>		<b>134.23</b>
<b>FULLERS SERVICE CENTER IN</b>		
50	WEEKEND CBD GARBAGE & PARKS	1,881.00
<b>Check Date 9/17/2021 Total For Check # 110462</b>		<b>1,881.00</b>
<b>FUN EXPRESS, LLC</b>		
71137200601	FALL FEST CRAFTS	551.67
<b>Check Date 9/17/2021 Total For Check # 110463</b>		<b>551.67</b>
<b>GRAINGER, INC.</b>		
9041232027	WATER COOLER REPLACE-6/26 FLOOD DAMAGE	933.38
<b>Check Date 9/17/2021 Total For Check # 110464</b>		<b>933.38</b>
<b>HAWKINS, INC.</b>		
6004896	POOL CHEMICALS	512.95
<b>Check Date 9/17/2021 Total For Check # 110465</b>		<b>512.95</b>
<b>HEALY ASPHALT COMPANY LLC</b>		
28793	COLD PATCH	1,001.00
<b>Check Date 9/17/2021 Total For Check # 110466</b>		<b>1,001.00</b>
<b>HINSDALE NURSERIES, INC.</b>		
1731865	SOD	22.80
<b>Check Date 9/17/2021 Total For Check # 110467</b>		<b>22.80</b>
<b>HONEY BUCKET</b>		
16187	PARK PORTABLE RESTROOMS	420.00
<b>Check Date 9/17/2021 Total For Check # 110468</b>		<b>420.00</b>
<b>HR GREEN INC</b>		
145724	PAY #4-2021 CHGO WM PH 2 CONST OBSERV-30T 2/14/21	14,021.67



## Warrant Register 1745

Invoice	Description	Invoice/Amount
146260	ALLEY PLATS OF VACATION	1,000.00
146330	#PAY 1-2021 CHGO RESURFACING	5,817.00
	Check Date 9/17/2021 Total For Check # 110469	20,838.67
<b>INTERSTATE BILLING SERVIC</b>		
3024244362	FILTER REPLACEMENTS-6/26 FLOOD DAMAGED	196.09
	Check Date 9/17/2021 Total For Check # 110470	196.09
<b>J JORDAN HOMES</b>		
25642	CONT BD-402 S WASHINGTON #25642	10,000.00
25819	CONT BD-641 S ELM #25819	10,000.00
25817	ST MGMT-641 S ELM #25817	3,000.00
25643	ST MGMT-402 S WASHINGTON #25643	3,000.00
	Check Date 9/17/2021 Total For Check # 110471	26,000.00
<b>J NARDULLI CONCRETE</b>		
PAY #3	PAY #3-2021 8TH ST RECONSTRUCT Bot 5/15/21	235,189.96
PAY #3	PAY #3-2021 8TH ST RECONSTRUCT Bot 5/15/21	17,129.50
	Check Date 9/17/2021 Total For Check # 110472	252,319.46
<b>JSN CONTRACTORS SUPPLY</b>		
84788	FUEL CAN	188.00
84787	TRAFFIC CONES	337.50
	Check Date 9/17/2021 Total For Check # 110473	525.50
<b>K-FIVE CONSTRUCTION CORP</b>		
30771	HOT PATCH	398.03
32916	HOT PATCH	231.05
33084	HOT PATCH	396.94
33432	HOT PATCH	282.51
33248	HOT PATCH	326.31
	Check Date 9/17/2021 Total For Check # 110474	1,634.84
<b>KOI COMPUTERS INC</b>		
114540	INTEL CORE I9 (10TH GEN) COMPUTER	3,500.00
	Check Date 9/17/2021 Total For Check # 110475	3,500.00
<b>KOWSKI, DENNIS</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	228.00
	Check Date 9/17/2021 Total For Check # 110476	228.00
<b>KREJCI, MEL</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	140.00
	Check Date 9/17/2021 Total For Check # 110477	140.00



## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>MARTINA, DON</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	513.00
	Check Date 9/17/2021 Total For Check # 110478	513.00
<b>MENARDS</b>		
81118	CLEANING/DETERGENT	73.90
81117	FOR EVAP CORE CLEANING	14.26
81611	SHELVES/SHAWNS OFFICE 6/26 FLOOD	67.14
80896	REPAIR PARTS FOR TRUCK	5.73
81486	FRAMING/HARDWARE FOR PARK BENCH	58.95
81033	FRAMING & WIRE MESH-PARK BENCH	229.62
81033	FRAMING & WIRE MESH-PARK BENCH	-100.00
	Check Date 9/17/2021 Total For Check # 110479	349.60
<b>MORTENSON ROOFING CO</b>		
11071	SERVICE TO REPAIR ROOF TILE	2,996.00
11071	SERVICE TO REPAIR ROOF TILE	1,738.00
	Check Date 9/17/2021 Total For Check # 110480	4,734.00
<b>MQ FARMS</b>		
FALLFEST2021	FALL FEST 2021	1,014.00
	Check Date 9/17/2021 Total For Check # 110481	1,014.00
<b>NAPA AUTO PARTS</b>		
4343-737092	TRUCK SOAP	16.98
	Check Date 9/17/2021 Total For Check # 110482	16.98
<b>NIGHTHAWK WOODWORKS</b>		
000133	BRUSH HILL STATION DOOR LOCK REPAIR	400.00
	Check Date 9/17/2021 Total For Check # 110483	400.00
<b>NUCO2 INC</b>		
67407106	CO2 TANK LEASE	229.63
	Check Date 9/17/2021 Total For Check # 110484	229.63
<b>ONE STEP</b>		
175944	GIFTCARRD POSTCARDS FOR WINE WALK	407.98
	Check Date 9/17/2021 Total For Check # 110485	407.98
<b>CANDOR HEALTH EDUCATION</b>		
239655	CANCELLED PICNIC RENTAL	150.00
	Check Date 9/17/2021 Total For Check # 110486	150.00



## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>CONTINENTAL AUTO SPORTS</b>		
25840	CONT BD-420 E OGDEN #25840	10,000.00
	Check Date 9/17/2021 Total For Check # 110487	10,000.00
<b>DALEY, JANEL</b>		
239653	WITHDREW FROM PICKLEBALL TOURNAMENT	50.00
	Check Date 9/17/2021 Total For Check # 110488	50.00
<b>DRESCHER LANDSCAPING INC</b>		
26168	CONT BD-821 S THURLOW #26168	500.00
	Check Date 9/17/2021 Total For Check # 110489	500.00
<b>FISHER, FRED</b>		
090221	RETURNED DUPLICATE STICKER #7884	24.00
	Check Date 9/17/2021 Total For Check # 110490	24.00
<b>GJELDUM, DANIEL</b>		
26418	CONT BD-510 N LINCOLN #26418	500.00
	Check Date 9/17/2021 Total For Check # 110491	500.00
<b>GUPTA, SURENDRA &amp; RUCHIRA</b>		
26443	CONT BD-5630 S COUNTY LINE #26443	500.00
	Check Date 9/17/2021 Total For Check # 110492	500.00
<b>HARDER, JEFFREY E</b>		
26342	CONT BD-315 N ELM #26342	600.00
	Check Date 9/17/2021 Total For Check # 110493	600.00
<b>HINSDALE HUMANE SOCIETY</b>		
239060	EVENT CANCELLED	50.00
	Check Date 9/17/2021 Total For Check # 110494	50.00
<b>HURTHOUSE</b>		
26131	CONT BD-118 N CLAY #26131	3,250.00
	Check Date 9/17/2021 Total For Check # 110495	3,250.00
<b>HUSSEY, KATHLEEN</b>		
26503	KLM SECURITY DEP-EN210903 #26503	450.00
	Check Date 9/17/2021 Total For Check # 110496	450.00
<b>JOHNSON, HOLLY</b>		
26667	KLM SECURITY DEP-EN200919 #26667	500.00
	Check Date 9/17/2021 Total For Check # 110497	500.00

**Warrant Register 1745**

Invoice	Description	Invoice/Amount
<b>LAREAU, AMANDA</b>		
239112	RECYCLED PAPER MAKING CLASS CANCELLED	20.00
	Check Date 9/17/2021 Total For Check # 110498	20.00
<b>LYNCH, DOUGLAS &amp; DEIDRE</b>		
26136	CONT BD-536 E FIRST ST #26136	3,000.00
	Check Date 9/17/2021 Total For Check # 110499	3,000.00
<b>MARINIS, JANET</b>		
26292	CONT BD-836 HARDING #26292	6,500.00
	Check Date 9/17/2021 Total For Check # 110500	6,500.00
<b>MAXX PAVING &amp; CONCRETE INC</b>		
26780	CONT BD-101 S GARFIELD #26780	500.00
	Check Date 9/17/2021 Total For Check # 110501	500.00
<b>MYL GENERAL CONTRACTING LLC</b>		
26428	CONT BD-611 W CHICAGO AVE #26428	900.00
	Check Date 9/17/2021 Total For Check # 110502	900.00
<b>NEW LIFE CONSTRUCTION</b>		
P18-7540	REFUND PERMIT FEE FOR 600 W OGDEN	1,500.00
P18-7540	REFUND PERMIT FEE FOR 600 W OGDEN	109.03
P18-7540	REFUND PERMIT FEE FOR 600 W OGDEN	109.03
	Check Date 9/17/2021 Total For Check # 110503	1,718.06
<b>NEW LIFE CONSTRUCTION</b>		
25551	CONT BD-600 W OGDEN #25551	3,000.00
	Check Date 9/17/2021 Total For Check # 110504	3,000.00
<b>O'BRIEN, TIMOTHY</b>		
239665	WITHDREW FROM PICKLEBALL TOURNAMENT	50.00
	Check Date 9/17/2021 Total For Check # 110505	50.00
<b>PLAYPOWER LT FARMINGTON</b>		
1400252109	PLAYGROUND PARTS	65.26
	Check Date 9/17/2021 Total For Check # 110506	65.26
<b>POOL BUSTERS, LLC</b>		
25255	CONT BD-728 CLEVELAND #25255	500.00
	Check Date 9/17/2021 Total For Check # 110507	500.00
<b>RACHFORD, SCOTT</b>		
26736	STMWR BD-206 S MADISON #26736	4,500.00
	Check Date 9/17/2021 Total For Check # 110508	4,500.00



## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>ROKICKA, IZABELLA</b>		
239110	HIP HOP CANCELLED	90.00
	Check Date 9/17/2021 Total For Check # 110509	90.00
<b>SHENOI, DEEPTI</b>		
239040	WITHDREW FROM TENNIS LESSONS	134.00
	Check Date 9/17/2021 Total For Check # 110510	134.00
<b>SVETICH, JOHN</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	76.00
	Check Date 9/17/2021 Total For Check # 110511	76.00
<b>TATE ENTERPRISES</b>		
26283	CONT BD-716 S GRANT #26283	5,000.00
	Check Date 9/17/2021 Total For Check # 110512	5,000.00
<b>U-BEE'S LLC</b>		
26320	CONT BD-606 JUSTINA #26320	600.00
	Check Date 9/17/2021 Total For Check # 110513	600.00
<b>VERROS, PETER</b>		
24431	ST MGMT-120 E FIFTH ST #24431	3,000.00
	Check Date 9/17/2021 Total For Check # 110514	3,000.00
<b>WENTLAND, ROBERT &amp; SHELIA</b>		
26217	CONT BD-722 S ADAMS #26217	4,500.00
	Check Date 9/17/2021 Total For Check # 110515	4,500.00
<b>PRAXAIR DISTRIBUTION, INC</b>		
65508834	POOL CHEMICALS	133.08
	Check Date 9/17/2021 Total For Check # 110516	133.08
<b>PROF DEVELOPMENT ACADEMY LLC</b>		
INV-12863	ICMA HIGH PERF ACADEMY TUITION - <i>Salmon</i>	1,995.00
INV-12863	ICMA HIGH PERF ACADEMY TUITION - <i>Ziemer</i>	1,995.00
	Check Date 9/17/2021 Total For Check # 110517	3,990.00
<b>RAILROAD MANAGEMENT CO</b>		
443774	RAILROAD LICENSE FEES WATER MAIN CROSSING	284.85
	Check Date 9/17/2021 Total For Check # 110518	284.85
<b>RED WING BUSINESS ADVANTA</b>		
103960	WORK BOOTS-6/26 FLOOD DAMAGED	256.98
	Check Date 9/17/2021 Total For Check # 110519	256.98





## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>ROCK, RICH</b>		
AUGUST	AUGUST SOFTBALL LEAGUE UMPIRE	133.00
	Check Date 9/17/2021 Total For Check # 110520	133.00
<b>SERVPRO OF LAGRANGE/BURR RIDGE/HINSDALE</b>		
1822083	FLOOD REMEDIATION/MITIGATION AFTER FLOOD	2,500.00
	Check Date 9/17/2021 Total For Check # 110521	2,500.00
<b>SHERWIN WILLIAM-WESTMONT</b>		
7530-6	TRAFFIC PAINT	188.60
4304-6	TRAFFIC PAINT	326.85
	Check Date 9/17/2021 Total For Check # 110522	515.45
<b>STERLING CODIFIERS INC</b>		
10419	2021 S-4 SUP EDITING ORDS O2021-05/O2021-28	1,580.00
	Check Date 9/17/2021 Total For Check # 110523	1,580.00
<b>STRADA CONSTRUCTION CO.</b>		
18-871-2074	CONCRETE REPAIR	5,840.00
18-871-2074	CONCRETE REPAIR	10,810.00
	Check Date 9/17/2021 Total For Check # 110524	16,650.00
<b>STRATEGIA CONSULTING LLC</b>		
1464	PR FEES-AUGUST21	550.00
	Check Date 9/17/2021 Total For Check # 110525	550.00
<b>SUBURBAN LABORATORIES, IN</b>		
193651	DBR SAMPLING IEPA REQUIRED	840.00
	Check Date 9/17/2021 Total For Check # 110526	840.00
<b>SUBURBAN TREE CONSORTIUM</b>		
0007143-IN	MEMBERSHIP DUES 2021-2022	575.00
	Check Date 9/17/2021 Total For Check # 110527	575.00
<b>TASC-CLIENT INVOICES</b>		
IN2089718	FMLA-AMIN FEE 2/1-7/31/21	205.20
	Check Date 9/17/2021 Total For Check # 110528	205.20
<b>THE HINSDALEAN</b>		
37371	SHOP LOCAL ADS	715.00
	Check Date 9/17/2021 Total For Check # 110529	715.00
<b>THIRD MILLENIUM</b>		
26695	UTILITY BILLING/BUCKSLIP FALL	1,101.42
26695	UTILITY BILLING/BUCKSLIP FALL	90.79
26695	UTILITY BILLING/BUCKSLIP FALL	1.06



## Warrant Register 1745

Invoice	Description	Invoice/Amount
26695	UTILITY BILLING/BUCKSLIP FALL	410.00
	Check Date 9/17/2021 Total For Check # 110530	1,603.27
<b>THOMPSON ELEVATOR INSPEC</b>		
21-2388	ELEVATOR TEST 8/12/21	75.00
21-2388	ELEVATOR TEST 8/12/21	75.00
	Check Date 9/17/2021 Total For Check # 110531	150.00
<b>TOSHIBA AMER BUSINESS SOLUTIONS</b>		
5604952	COPIER MAINT 8/1-8/31/21	325.23
5604952	COPIER MAINT 8/1-8/31/21	139.38
	Check Date 9/17/2021 Total For Check # 110532	464.61
<b>TPI BLDG CODE CONSULTANT</b>		
202108	3RD PTY PLUMBING INSP AUG2021	1,800.00
	Check Date 9/17/2021 Total For Check # 110533	1,800.00
<b>TRESSLER, LLP</b>		
434212	PROF FEES THRU 8/31/21 FILE #011269-00002	3,984.00
	Check Date 9/17/2021 Total For Check # 110534	3,984.00
<b>VERN GOERS GREENHOUSE INC</b>		
50391	MULCH FOR CBD TREE PIT-13 E 1ST	10.80
	Check Date 9/17/2021 Total For Check # 110535	10.80
<b>VULCAN CONST MATERIALS LL</b>		
32729750	CA-6 STONE	525.88
	Check Date 9/17/2021 Total For Check # 110536	525.88
<b>WAREHOUSE DIRECT INC</b>		
4977007-0	LAUNDRY DETERGENT	134.86
4944530-0	WALLS MANAGERS OFFICE-VILLAGE	5,834.88
5039866-0	LODGE SUPPLIES	30.88
5039866-0	LODGE SUPPLIES	71.05
5044548-0	OFFICE SUPPLIES	48.52
4941220-0	MISC OFFICE SUPPLIES	213.34
4951821-0	MISC OFFICE SUPPLIES	322.19
4976325-0	JANITORIAL SUPPLIES	155.75
5036082-0	JANITORIAL SUPPLIES	218.63
5043062-0	OFFICE SUPPLIES-TONER	409.98
5046913-0	OFFICE SUPPLIES-MISC	421.18
	Check Date 9/17/2021 Total For Check # 110537	7,861.26



## Warrant Register 1745

Invoice	Description	Invoice/Amount
<b>WATER ENVIRONMENT FED</b>		
ID #17854792	ANNUAL PROF ASSOC DUES	170.00
	Check Date 9/17/2021 Total For Check # 110538	170.00
<b>WEX BANK</b>		
73728507	AUG21 UNLEADED FUEL	144.55
73728507	AUG21 UNLEADED FUEL	453.55
73728507	AUG21 UNLEADED FUEL	4,022.20
73728507	AUG21 UNLEADED FUEL	1,254.86
73728507	AUG21 UNLEADED FUEL	314.52
73728507	AUG21 UNLEADED FUEL	216.14
73728507	AUG21 UNLEADED FUEL	55.82
73728507	AUG21 UNLEADED FUEL	960.81
73728507	AUG21 UNLEADED FUEL	864.56
73728507	AUG21 UNLEADED FUEL	-138.29
	Check Date 9/17/2021 Total For Check # 110539	8,148.72
<b>WILLIAMS ASSOC ARCHITECTS</b>		
0020482	COMMUNITY POOL ARCHITECT-CONST ADMIN - Bot 3/11/20	1,000.06
	Check Date 9/17/2021 Total For Check # 110540	1,000.06
<b>WILLIAMS, DAN</b>		
080621	UNIFORM ALLOW	246.40
080621	UNIFORM ALLOW	100.00
	Check Date 9/17/2021 Total For Check # 110541	346.40
<b>WINSTON &amp; STRAWN</b>		
2815673	LEGAL SERVICES THRU 7/31/21	29,481.15
	Check Date 9/17/2021 Total For Check # 110542	29,481.15
<b>WU MASTER LLC</b>		
2SUM21	SUMMER 2021 REGISTRATIONS 2	3,910.00
	Check Date 9/17/2021 Total For Check # 110543	3,910.00
<b>MARATHON SPORTSWEAR</b>		
60783	PICKLEBALL TOURNEY SHIRT	646.97
	Check Date 9/17/2021 Total For Check # 110544	646.97
<b>AIR ONE EQUIPMENT</b>		
172278	UNIFORM ALLOWANCE	425.00
	Check Date 9/17/2021 Total For Check # 110545	425.00
<b>CARLSON, JON-PETTY CASH</b>		
SEPT_2021	PETTY CASH	20.00



## Warrant Register 1745

Invoice	Description	Invoice/Amount
SEPT_2021	PETTY CASH	4.25
SEPT_2021	PETTY CASH	2.79
SEPT_2021	PETTY CASH	15.38
SEPT_2021	PETTY CASH	12.05
SEPT_2021	PETTY CASH	85.00
SEPT_2021	PETTY CASH	4.25
SEPT_2021	PETTY CASH	19.77
SEPT_2021	PETTY CASH	4.25
SEPT_2021	PETTY CASH	4.25
SEPT_2021	PETTY CASH	6.95
SEPT_2021	PETTY CASH	4.40
SEPT_2021	PETTY CASH	12.00
SEPT_2021	PETTY CASH	7.70
SEPT_2021	PETTY CASH	43.68
SEPT_2021	PETTY CASH	11.40
SEPT_2021	PETTY CASH	6.29
Check Date 9/17/2021 Total For Check # 110546		264.41
<b>ILLINOIS FIRE INSPECTORS</b>		
22280	FIRE INSPECTOR TRAINING	185.00
Check Date 9/17/2021 Total For Check # 110547		185.00
<b>INDUSTRIAL ORGANIZATIONAL</b>		
C51088A	2021 FIREFIGHTER/PARAMEDIC RECRUITMENT & TESTING	828.00
Check Date 9/17/2021 Total For Check # 110548		828.00
<b>PRYOR LEARNING SOLUTIONS</b>		
5730436	TRAINING SUBSCRIPTION ANNUAL RENEWAL	199.00
Check Date 9/17/2021 Total For Check # 110549		199.00
<b>VERIZON WIRELESS</b>		
9887265224	MONTHLY CHARGES JUL 29-AUG 28	522.63
9887265224	MONTHLY CHARGES JUL 29-AUG 28	264.51
9887265224	MONTHLY CHARGES JUL 29-AUG 28	125.93
9886952857	MONTHLY CHARGES JUL24 - AUG 23	50.04
9886952857	MONTHLY CHARGES JUL24 - AUG 23	38.01
Check Date 9/17/2021 Total For Check # 110550		1,001.12
<b>WAREHOUSE DIRECT INC</b>		
5029807	OFFICE SUPPLIES	752.63
5029848	PRINTER TONER	244.06
Check Date 9/17/2021 Total For Check # 110551		996.69

**Warrant Register 1745**

<b>Invoice</b>	<b>Description</b>	<b>Invoice/Amount</b>
<b>AFLAC-FLEXONE</b>		
12746	Payroll Run 1 - Warrant PR1921	761.46
	<b>Check Date 9/17/2021 Total For Check # 110552</b>	<b>761.46</b>
<b>NATIONWIDE RETIREMENT SOL</b>		
12745	Payroll Run 1 - Warrant PR1921	200.00
	<b>Check Date 9/17/2021 Total For Check # 110553</b>	<b>200.00</b>
<b>NATIONWIDE TRUST CO FSB</b>		
12747	Payroll Run 1 - Warrant PR1921	3,522.29
	<b>Check Date 9/17/2021 Total For Check # 110554</b>	<b>3,522.29</b>
<b>STATE DISBURSEMENT UNIT</b>		
12748	Payroll Run 1 - Warrant PR1921	230.77
	<b>Check Date 9/17/2021 Total For Check # 110555</b>	<b>230.77</b>
	<b>Total For ALL Checks</b>	<b>1,042,166.65</b>



**Warrant Summary by Fund:**

<b>RECAP BY FUND</b>	<b>FUND NUMBER</b>	<b>FUND TOTAL</b>
GENERAL FUND	100	133,206.58
2012A BOND FUND	304	475.00
CAPITAL PROJECTS FUND	400	255,028.63
WATER & SEWER OPERATIONS FUND	600	558,262.42
WATER & SEWER CAPITAL FUND	620	17,129.50
ESCROW FUND	720	73,350.00
PAYROLL REVOLVING FUND	740	4,714.52
	<b>TOTALS:</b>	<b>1,042,166.65</b>

**END OF REPORT**

REQUEST FOR BOARD ACTION  
PUBLIC SERVICES & ENGINEER

**AGENDA SECTION:** Consent Agenda - EPS

**SUBJECT:** Resolutions for the use of General Local Funds, Motor Fuel Tax (MFT) and REBUILD Illinois Bond (RBI) funds for the 2022 S Garfield Street Reconstruction Project

**MEETING DATE:** September 21, 2021

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

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**Recommended Motion**

**To Approve a Resolution for Improvement Under the Illinois Highway Code (MFT); and  
To Approve a Resolution for Improvement Under the Illinois Highway Code (RBI); and  
To Approve a Resolution for Improvement Under the Illinois Highway Code (General Local Funds).**

**Background**

The Village Master Infrastructure Plan includes the reconstruction of S. Garfield Street from Hinsdale Avenue to 55<sup>th</sup> Street in 2022. The Village will fund the project using MFT, RBI, and federal Surface Transportation Program (STP) funds. With the inclusion of federal funding, the project is required to be reviewed, approved, and bid through IDOT. On 12/08/20 the Village Board approved Rempe-Sharpe & Associates (RSA) to provide design and construction observation services for the project. The RSA design is currently being reviewed by IDOT.

**Discussion & Recommendation**

As part of the IDOT review, the Village must pass resolutions showing the proposed Village funding sources for the project. The current estimated budget is shown below:

\$2,650,000	Current Engineer's construction estimate
<u>\$ 156,000</u>	Construction Observation contract (approved 06/15/21)
\$2,806,000	Total Estimated 2022 Cost
<u>-\$ 906,000</u>	STP funding
\$1,900,000	Village contribution consisting of
\$1,067,000	Village Motor Fuel Tax (MFT) funds
\$ 677,000	Village REBUILD Illinois Bond (RBI) funds
\$ 156,000	General Local Funds (for Construction Observation only)

Staff recommends approving the use of MFT and RBI funds for the 2022 S. Garfield Street Reconstruction Project.

**Budget Impact**

This recommendation is consistent with how the Village intends to fund the 2022 projects and will have no adverse Budget impact.



## REQUEST FOR BOARD ACTION

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

At the 09/07/21 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.

### **Documents Attached**

1. IDOT BLR 09110, Resolution for Improvement Under the Illinois Highway Code (MFT)
2. IDOT BLR 09110, Resolution for Improvement Under the Illinois Highway Code (RBI)
3. IDOT BLR 09110, Resolution for Improvement Under the Illinois Highway Code (Local)





Resolution for Improvement  
Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00099-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Hinsdale

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Garfield Street	0.94	FAU 2678	55th Street	Hinsdale Ave.

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The project consists of reconstruction of Garfield St from 55th St to E 1st St and resurfacing from E 1st St to W Hinsdale Ave. Pavement removal, install geo-grid with aggregate subbase, aggregate base preparation, 8" PCC jointed, remove & reinstall brick paver, remove & replace damaged curb and sidewalk, adjust roadway structures, 2" HMA surface removal & replacement, striping, detector loop replacement and related restoration.

2. That there is hereby appropriated the sum of One million sixty-seven thousand

Dollars ( \$1,067,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, \_\_\_\_\_ Village Clerk in and for said Village

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Hinsdale

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

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

President and Board of Trustees of Hinsdale

Governing Body Type

Name of Local Public Agency

at a meeting held on \_\_\_\_\_  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00099-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Hinsdale

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Garfield Street	0.94	FAU 2678	55th Street	Hinsdale Ave.

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The project consists of reconstruction of Garfield St from 55th St to E 1st St and resurfacing from E 1st St to W Hinsdale Ave. Pavement removal, install geo-grid with aggregate subbase, aggregate base preparation, 8" PCC jointed, remove & reinstall brick paver, remove & replace damaged curb and sidewalk, adjust roadway structures, 2" HMA surface removal & replacement, striping, detector loop replacement and related restoration.

2. That there is hereby appropriated the sum of Six hundred sixty-seven thousand

Dollars ( \$667,000.00 ) for the improvement of

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

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

I, \_\_\_\_\_ Village Clerk in and for said Village

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Hinsdale

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

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

President and Board of Trustees of Hinsdale

Governing Body Type

Name of Local Public Agency

at a meeting held on \_\_\_\_\_ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

(SEAL)

Clerk Signature

Date

**Approved**

Regional Engineer

Department of Transportation

Date



Resolution for Improvement  
Under the Illinois Highway Code General Local Funds



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00099-00-PV

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Hinsdale

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Garfield Street	0.94	FAU 2678	55th Street	Hinsdale Ave.

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The project consists of reconstruction of Garfield St from 55th St to E 1st St and resurfacing from E 1st St to W Hinsdale Ave. Pavement removal, install geo-grid with aggregate subbase, aggregate base preparation, 8" PCC jointed, remove & reinstall brick paver, remove & replace damaged curb and sidewalk, adjust roadway structures, 2" HMA surface removal & replacement, striping, detector loop replacement and related restoration.

2. That there is hereby appropriated the sum of One hundred fifty-six thousand

Dollars ( \$156,000.00 ) for the improvement of

said section from the Local Public Agency's allotment of ~~Motor Fuel Tax funds~~ General Local Funds

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

I, \_\_\_\_\_ Village Clerk in and for said Village

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Hinsdale

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

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

President and Board of Trustees of Hinsdale

Governing Body Type

Name of Local Public Agency

at a meeting held on \_\_\_\_\_

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

REQUEST FOR BOARD ACTION

Public Services &  
Engineering

**AGENDA SECTION:** Consent Agenda – EPS

**SUBJECT:** Bid #1680 - Sewer Cleaning, Televising, and Root Cutting

**MEETING DATE:** September 21, 2021

**FROM:** Mark Pelkowski, Superintendent of Water and Sewer  
Garrett Hummel, Administrative Analyst

---

**Recommended Motion**

Reject all bids, waive competitive bidding, and award the sewer cleaning, televising, and root cutting contract to National Power Rodding Corp. in the amount of \$44,789.40 with authority to perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000.

**Background**

Annually, Public Services Staff solicits bids for Village-wide sewer cleaning, televising, and root cutting in order to secure competitive unit pricing. This program operates on a rotational basis with about one-third of the Village's sewer system receiving cleaning, televising and/or root cutting services each year, as needed, with the goal of servicing the entire system every 3 years. This year, the contract includes the majority of the sewers north of the railroad tracks as well as small sections of southwest Hinsdale and portions of the Woodlands.

Public Services staff published the bid package in the Daily Herald and on the Village's website on August 16, 2021. The bid opening was held on Monday, August 30, 2021. The Village received four (4) competitive bids from the following companies: National Power Rodding Corp., Sewertech LLC, Sheridan Plumbing & Sewer, Inc., and Visu-Sewer of Illinois LLC.

**Discussion & Recommendation**

Unfortunately, National Power Rodding's bid submission was misplaced and was not read during the bid opening. Their bid was submitted on-time and contained the required documentation for consideration. At the recommendation of the Village's attorney, staff contacted National Power Rodding to verify they would honor their bid price if the Village rejected all bids. National Power Rodding indicated they would honor their price (Attachment #3).

Sewer Cleaning, Televising, and Root Cutting Contract			
National Power Rodding Corp.	Sewertech	Sheridan Plumbing & Sewer	Visu-Sewer of Illinois
\$44,789.40	\$52,759.10	\$181,664.00	\$282,210.40

Bid #1680 includes unit pricing for hydrojet cleaning, televising cleaned sewers, and root cutting services. These services are an important part in maintaining the Village's sewer system. Public Services staff recommends awarding the sewer cleaning contract to National Power Rodding Corp. in the amount of \$44,789.40, with the ability to utilize the fully budgeted amount of \$60,000 for additional sewer cleaning, televising, and root cutting.

**Budget Impact**

Included in the Public Services Department CY2021 Budget (4600-7425) is \$60,000 for sewer cleaning, televising, and root cutting services. National Power Rodding Corp. provided the lowest qualified bid at

a total cost of \$44,789.40 (Attachment #2). As the total contract bid from National Power Rodding Corp. is \$15,210.60 under budget, Public Services staff recommends approval to utilize the fully budgeted amount of \$60,000 for additional needed cleaning, televising, and/or root cutting.

The Water Department is recommending that the Village Board reject all bids, waive competitive bidding, and award the sewer cleaning, televising, and root cutting contract to National Power Rodding Corp. in the amount of \$44,789.40 with authority to perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000.

**Village Board and/or Committee Action**

At their meeting of September 9, 2021, the Board agreed to move this item forward to the Consent Agenda of their next meeting.

**Documents Attached**

1. Bid #1680 - Tabulation
2. National Power Rodding Bid #1680 Proposal
3. National Power Rodding 09/02/21 Email
4. Sewer Cleaning Map and Root Cutting/Televising Lists for 2021

Village of Hinsdale  
 Bid #1680 Sewer Cleaning/Televising/Root Cutting  
 Bid Tabulation, 10:00 a.m., August 30, 2021

				National Power Rodding Inc.		Sewertech LLC		Sheridan Plumbing & Sewer, Inc.		Visu-Sewer of Illinois, LLC	
				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
ITEM	DESCRIPTION	UNIT	QUANTITY(FT)*	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	Hydrojet cleaning up to 30" diam.	Foot	80,000	0.30	24,000.00	0.40	32,000.00	1.35	108,000.00	1.76	140,800.00
2.	Photographing cleaned sewers	Foot	3,475	3.00	10,425.00	1.50	5,212.50	3.80	13,205.00	5.40	18,765.00
3.	Root cutting up to 30" diam.	Foot	34,548	0.30	10,364.40	0.45	15,546.60	1.75	60,459.00	3.55	122,645.40
<b>TOTAL</b>					<b>\$44,789.40</b>		<b>\$52,759.10</b>		<b>\$181,664.00</b>		<b>\$282,210.40</b>

**PROPOSAL**

**VILLAGE OF HINSDALE**  
**CONTRACT FOR**  
**SEWER CLEANING, TELEVISIONING & ROOTCUTTING**  
**BID #1680**

**BIDDER'S PROPOSAL**

Full Name of Bidder National Power Rodding Corp. ("Bidder")

Principal Office Address 2500 W. Arthington St. Chicago, IL 60612

Local Office Address 2500 W. Arthington St. Chicago, IL 60612

Contact Person Reid W. Ruprecht Telephone 312-666-7700

Email office@nationalpowerrodding.com

TO: Village of Hinsdale ("Owner")  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521  
Attention: Mark Pelkowski

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. none, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

**1. Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items

## PROPOSAL

necessary for the **SEWER JETTING, TELEVISIONING, & ROOT CUTTING**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

### 2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

### SCHEDULE OF PRICES



#### A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:



PROPOSAL

COMPLETE TABLE AS INDICATED

VILLAGE OF HINSDALE SEWER JETTING, TELEVISIONING & ROOT CUTTING 2021

BID NO. 1680

ITEM NO.	ITEM	APPROXIMATE QUANTITY	UNIT COST	TOTAL
1.	To clean by hydro-jet method sanitary, storm and combined sewers 0" to 30" diameter in size, including all labor, materials, and incidentals each year.	80,000/L.F.	\$ .30 /ft.	\$ 24,000.00
2.	Photographing <b>cleaned</b> sewers as directed by the owner and submitting the pictorial record.	3,475/L.F.	\$ 3.00 /ft.	\$ 10,425.00
3.	Root cutting various storm & sanitary sewers 0" to 30" diameter in size including all labor, material, and incidentals each year.	34,548/L.F.	\$ .30 /ft.	\$ 10,364.40

Estimated total cost of this maintenance **this contract year**. This program is to be completed according to the Specifications of the Contract.

**HYDRO-JET METHOD**

\$ 44,789.00

Indicate the approximate rate at which you proposed to accomplish the jetting, root cutting and photographing called for herein. 5,000 ft. /day

The Bidder agrees that this proposal is firm and shall remain in effect for 60 days from the date for opening of bids.

PROPOSAL

TOTAL CONTRACT PRICE:

Forty-four thousand seven hundred eight-nine Dollars and forty Cents  
(in writing) (in writing)

\$44,789 Dollars and 40 Cents  
(in figures) (in figures)

DATE: 8-30-21

BIDDER:

Sole Proprietorship

National Power Rodding Corp.

Corporation ☒

Partnership

By William T. Kreidler

Title President

Address: 2500 W. Arthington St

Chicago, IL 60612

(Corporate Seal)

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such

## Garrett Hummel

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**From:** Mark Pelkowski  
**Sent:** Thursday, September 2, 2021 8:44 AM  
**To:** George Peluso; Garrett Hummel  
**Subject:** FW: NPR Bid - Hinsdale 2021  
**Attachments:** 21-713 Hinsdale Due 8-30-21.pdf

---

**From:** Reid Ruprecht [mailto:RRuprecht@nationalpowerrodding.com]  
**Sent:** Thursday, September 02, 2021 8:40 AM  
**To:** Mark Pelkowski  
**Cc:** Destiny Camargo Resendez; Kelly Dilbeck; Bill Kreidler  
**Subject:** NPR Bid - Hinsdale 2021

Mark

Per our phone conversation NPR will hold our 2021 attached bid prices moving forward.

We look forward to working together again on this project.

Let me know if you need anything else from us moving forward.

Thanks

**Reid Ruprecht**

*Vice President*



**NATIONAL POWER RODDING CORP.**

2500 West Arthington Street  
Chicago, IL 60612-4108

Cell (312)-907-5292

Direct: (312) 666-6291

Office: (312) 666-7700

email: [rruprecht@nationalpowerrodding.com](mailto:rruprecht@nationalpowerrodding.com)

[nationalpowerrodding.com](http://nationalpowerrodding.com)

*A Carylton Company*

CONFIDENTIALITY NOTICE: This e-mail is confidential. If you are not the intended recipient of this e-mail, please contact the sender immediately and do not use or disclose the contents of this e-mail for any purposes.

 Please consider the environment before printing this email.

**ATTACHMENT C – 2021 ROOT CUTTING AND TELEVISION LIST**

**Root cutting list 2021**

**Sheet 8**

Oakwood & Birchwood #2780 to 2778	254 ft. 8" sanitary
Bonnie Brae MH2740 to MH 2700	197 ft. 10" sanitary
Bonnie Brae MH2742 to MH 2694	145 ft. 10" sanitary
Bonnie Brae MH2744 to MH 2740	158 ft. 10" sanitary
Bonnie Brae MH2746 to MH 2744	385 ft. 10" sanitary
Canterbury Ct MH2732 to MH2704	197 ft. 10" sanitary
Canterbury Ct. MH2734 to MH2732	267 ft. 10" sanitary
Vine St. MH2528 to MH 2526	270 ft. 10" sanitary

**Sheet 9**

Minneola MH S432 to S410	350 ft. 12" storm
700 & 800 block of N Elm	700 ft. 10" storm
700 & 800 block of N Oak	750 ft. 10" storm
700 block Franklin #2402 to 2300	320 ft. 8" sanitary
Franklin MH2410 to MH2356	370 ft. 8" sanitary
Franklin MH2410 to MH2300	500 ft. 8" sanitary
Franklin MH2402 to MH2406	350 ft. 8" sanitary
Jefferson MH2350 to MH2348	350 ft. 8" sanitary
Jefferson MH2352 to MH2350	250 ft. 8" sanitary
Jefferson MH2289 to MH2344	800 ft. 8" sanitary
Elm St. MH2414 to MH2304	214 ft. 8" sanitary
Elm St. MH2421 to MH2420	275 ft. 8" sanitary

**Sheet 10**

500 & 600 block of Phillippa	750 ft. 8" sanitary
Phillippa MH2184 to MH2182	413 ft. 8" sanitary
Phillippa MH2182 to MH158	430 ft. 8" sanitary
Phillippa MH2188 to MH2184	100 ft. 8" sanitary
Justina MH2200 to MH2202	365 ft. 8" sanitary
Justina M156 to MH2200	30 ft. 8" sanitary
Justina MH2202 to MH2204	360 ft. 8" sanitary
Justina MH2198 to M156	800 ft. 8" sanitary

**Sheet 11**

Bruner from Chicago to Maple	370 ft. 8" storm
500 & 600 block of North	1070 ft. 12" storm
Quincy M.H. 1320 to H2362	380 ft. 8" sanitary
Quincy MH S894 to S893	195 ft. 10" storm
Quincy/Bruner Easement MH S893 to S892	130 ft. 12" storm
Quincy/Bruner Easement MH S891 to S886	185 ft. 10" storm

Bruner MH S886 to Blind Connection	100 ft. 8" storm
Bruner MH S888 to S885	518 ft. 12" storm
Hickory St. MH1421 to MH1420	305 ft. 8" sanitary
Bruner MH1334 to H2360	750 ft. 8" sanitary
Walnut MH S1286 to MH S1222	500 ft. 12" Storm
Bruner MH1392 to MH1428	250 ft. 8" sanitary

**Sheet 12**

300 & 400 block of W North	800 ft. 10" storm
N. Garfield MH2455 to Dead end	280 ft. 10" sanitary
Vine Easement MH2540 TO MH2534	400 ft. 10" sanitary

**Sheet 13**

Ravine from M.H.495 to 456	1020 ft. 12" sanitary
The Lane MH2152 to MH459	220 ft. 10" sanitary
The Lane MH2154 to MH2152	220 ft. 10" sanitary
The Lane MH2156 to MH2154	215 ft. 10" sanitary
The Lane MH2158 to MH2156	200 ft. 10" sanitary
The Lane MH2160 to MH2158	200 ft. 10" sanitary
The Lane MH2162 to MH2160	185 ft. 10" sanitary

**Sheet 14**

Highland Rd. MH2224 to H62	275 ft. 10" sanitary
Highland Rd. MH2224 to MH2226	270 ft. 10" sanitary
Highland Rd. MH2226 to MH2228	180 ft. 10" sanitary
Highland Rd. MH2228 to MH2232	440 ft. 10" sanitary

**Sheet 15**

400 block of S Stough	670 ft. 12" storm
400 block of S Madison	800 ft. 15" storm
200 block of S Madison	430 ft. 15" storm
Thurlow St. MH1463 to MH1462	240 ft. 10" sanitary

**Sheet 17 & 18**

Chicago Ave from M.H. S1266 West to Oak	900 ft. 12" storm
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**Sheet 19**

600 & 700 block of S Stough	1300 ft. 12" storm
600 & 700 block of S Madison	1400 ft. 12" storm
S. Madison S866 to S870	300 ft. 12" storm
8 <sup>th</sup> from Jackson to Quincy	700 ft. 10" storm
S. Stough MH1696 to MH1702	630 ft. 10" sanitary

**Sheet 20**

Camberley Ct. MH2068 to Blind Connection	80 ft. 8" sanitary
8 <sup>th</sup> Pl. MH1266 to MH1274	350 ft. 10" sanitary

**Sheet 21**

Pamela Circle West MH1792 to MH H1322	470 ft. 8" sanitary
---------------------------------------	---------------------

**Sheet 22**

Harding Rd MH1983 to H58	550 ft. 8" sanitary
Harding Rd. MH1980 to MH388	250 ft. 8" sanitary
Bittersweet MH1990 to MH1992	400 ft. 8" sanitary

**Sheet 24**

Grant St. MH S1556 to MH S1552	250 ft. 12" storm
Grant St. MH S1552 to MH S1532	150 ft. 12" storm
Grant St. MH S1532 to MH S1528	130 ft. 18" storm
Grant St. MH S1528 to MH S1115	130 ft. 18" storm
Racquet Ct. N. Easement S1532 to S1534	30 ft. 8" storm
Racquet Ct. N. Easement S1534 to S1536	50 ft. 6" storm
Racquet Ct. N. Easement S1536 to S1538	30 ft. 6" storm
Racquet Ct. N. Easement S1536 to S1540	350 ft. 6" storm
Racquet Ct. N. Easement S1540 to S1542	50 ft. 6" storm
Racquet Ct. N. Easement S1542 to S1548	150 ft. 6" storm
Racquet Ct. S. Easement S1116 to S1118	600 ft. 15" storm
Racquet Ct. S. Easement S1118 to S1121	280 ft. 12" storm

**Sheet 25**

End of Giddings S316 to S314	70 ft. 12" storm
End of Giddings S314 to S328	300 ft. 15" storm
End of Giddings S314 to S306	550 ft. 15" storm
S. Garfield S1154 to S1142	675 ft. 8" storm
S. Garfield S1142 to S334	1275 ft. 15" storm

Total     34,548 Ft.

### **Televising List 2021**

Sheet 9-Minneola from Franklin to Oak S432 to S410 350 FT. OF 12" Storm

Sheet 11-Quincy/Bruner Easement S893 TO S892 130 FT. 12" Storm

Sheet 11-Quincy/Bruner Easement S891 TO S886 185 FT. 10" Storm

Sheet 11-Bruner S886 TO Blind Connection 100 FT. 8" Storm

Sheet 11-Bruner S888 TO S885 520 FT. 12" Storm

Sheet 12-Garfield MH2455 to Dead End 280 FT. 10" Sanitary

Sheet 12-Vine Easement MH2540 TO MH2534 400 FT. 10" Sanitary

Sheet 16-Village Place MH880 to MH870 280 FT. 12" Sanitary

Sheet 16-Hinsdale Ave MH872 to MH870 130 FT. 12" Sanitary

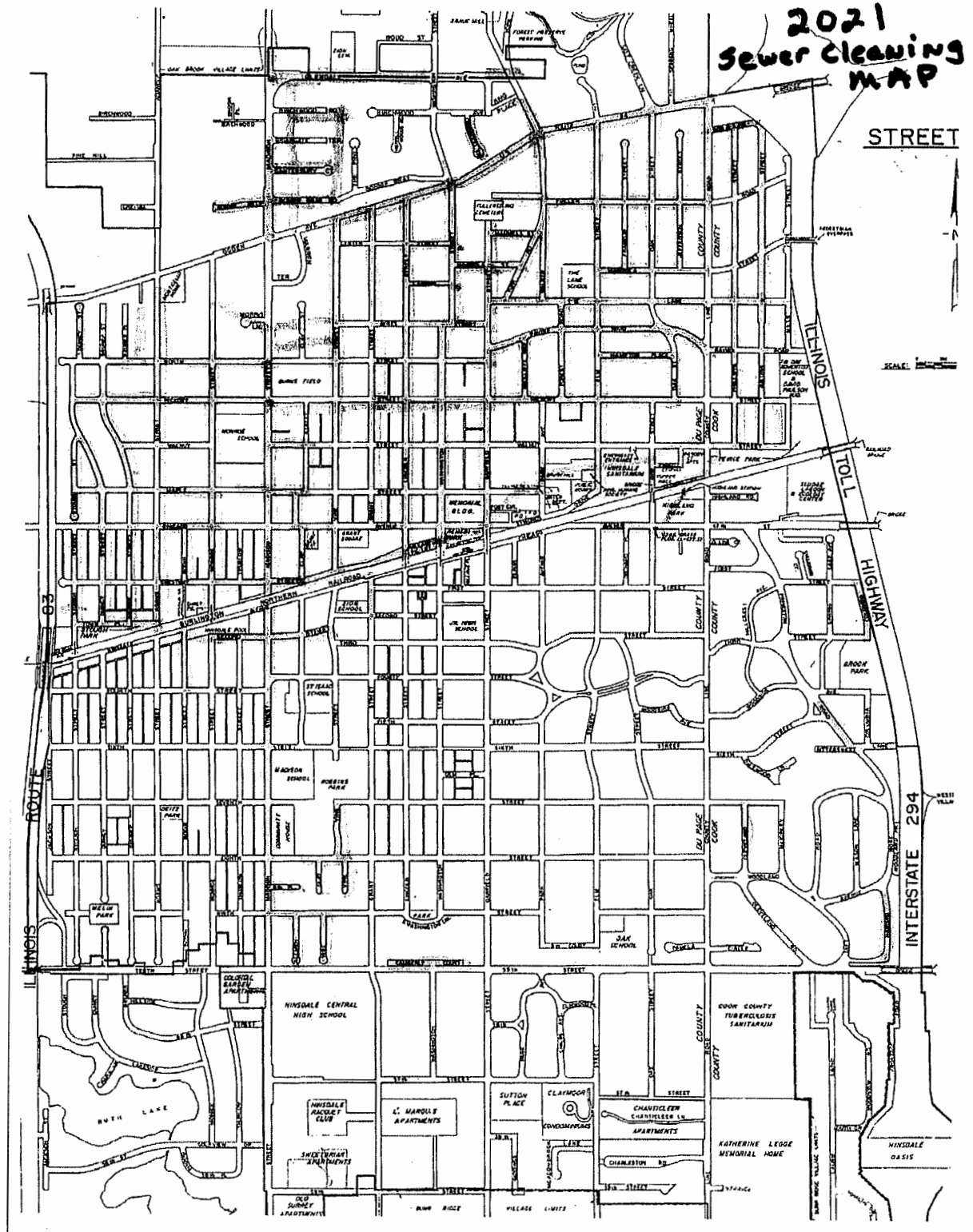
Sheet 16-Hinsdale Ave MH870 to MH850 280 FT. 12" Sanitary

Sheet 20-8<sup>th</sup> Pl. MH1266 to MH1274 350 FT. 10" Sanitary

Sheet 21-Pamela Circle West MH1792 to MH H1322 470 FT. 8" Sanitary

**Total 3,475 FT.**

# ATTACHMENT D - PROJECT MAP





**REQUEST FOR BOARD ACTION**  
**Public Services & Engineering**

**AGENDA SECTION:** Consent Agenda - EPS

**SUBJECT:** 2021 50/50 Sidewalk Project

**MEETING DATE:** September 21, 2021

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

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**Recommended Motion**

Award the 2021 50/50 Sidewalk Project to Suburban Concrete in the amount not to exceed \$84,860.00.

**Background**

Annually the Village conducts a sidewalk repair program with resident input and participation. If a sidewalk has been damaged or moved by parkway tree roots, it is paid for 100% by the Village. If it is being repaired for aesthetic reasons at the residents' request, the cost is split between the resident and Village, 50/50. This project is also an opportunity for the Village to address sidewalk sections that do not meet the Americans with Disabilities (ADA) standards.

**Discussion & Recommendation**

On September 7, 2021, four bids were received for the 2021 50/50 Sidewalk project. The lowest responsible bidder is Suburban Concrete. Suburban Concrete has never done any work for The Village of Hinsdale. Suburban has done multiple projects for both the City of Darien and Warren Township. Both the City of Darien and Warren Township gave good reviews on the quality of work, timeliness of work, and respectfulness towards residents. The bids are:

- |                       |            |
|-----------------------|------------|
| • Strada Construction | \$ 110,300 |
| • Globe Construction  | \$ 127,950 |
| • Davis Concrete      | \$ 139,185 |
| • Suburban Concrete   | \$ 84,860  |

Staff recommends awarding Suburban Concrete the 2021 50/50 Sidewalk project.

**Budget Impact**

The Village has budgeted \$85,000 for the 50/50 Sidewalk project.

**Village Board and/or Committee Action**

Per the Village's approved meeting policy, this award is included on the Consent Agenda without benefit of a First Reading because it meets the definition of a routine item: it is included in the approved budget, is under budget, and is less than \$100,000.

**Documents Attached**

1. 2021 50/50 Sidewalk Project contract



RETURN WITH BID

Local Public Agency  
Formal Contract Proposal

PROPOSAL SUBMITTED BY		
<i>SUBURBAN CONCRETE INC.</i>		
Contractor's Name		
<i>21227 W COMMERCIAL DR</i>		
Street	P.O. Box	
<i>MUNDELEIN IL</i>	<i>60060</i>	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook/DuPage  
Village of Hinsdale  
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

SECTION NO. 21-00000-01-GM  
TYPES OF FUNDS Village of Hinsdale

☐ SPECIFICATIONS (required)

☐ PLANS (required)

For Municipal Projects  
Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Cook/DuPage  
Local Public Agency Village of Hinsdale  
Section Number 21-00000-01-GM  
Route Various

Sealed proposals for the improvement described below will be received at the office of Village of Hinsdale,  
19 E. Chicago Ave., Hinsdale, Illinois 60521 until 10:00 AM on September 7, 2021  
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village of Hinsdale  
19 E. Chicago Ave., Hinsdale, Illinois 60521 at 10:00 AM on September 7, 2021  
Address Time Date

DESCRIPTION OF WORK

Name 50/50 Sidewalk Project Length: 1860.00 feet ( 0.36 miles)  
Location Various  
Proposed Improvement Remove and replace PCC sidewalk, detectable warning plates, alley way aprons, comb.  
curb/gutter, and adjustment of base/pitch of sidewalk.

1. Plans and proposal forms will be available in the office of Village Clerk, Chris Bruton, (630) 789-7011  
19 E. Chicago Ave., Hinsdale, Illinois 60521 (Proposal Fee=\$50.00)  
Address

2. ☒ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- BLR 12200: Local Public Agency Formal Contract Proposal
- BLR 12200a Schedule of Prices
- BLR 12230: Proposal Bid Bond (if applicable)
- BLR 12325: Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
- BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Cook DuPage  
Local Public Agency Village of Hinsdale  
Section Number 21-00000-01-GM  
Route Various

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_ for the improvement of the above section by the construction of removal and replacement of damaged sidewalk.  
Approximately square feet at various locations throughout the Village of Hinsdale.  
\_\_\_\_\_  
\_\_\_\_\_ a total distance of 1860.00 feet, of which a distance of 1860.00 feet, ( 0.360 miles) are to be improved.
2. The plans for the proposed work are those prepared by Village of Hinsale. Engineering Dept.  
and approved by the Department of Transportation on \_\_\_\_\_
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 20 working days or by \_\_\_\_\_ unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds \_\_\_\_\_ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:  
\_\_\_\_\_  
Treasurer of \_\_\_\_\_  
The amount of the check is \_\_\_\_\_ ( \_\_\_\_\_ ).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number \_\_\_\_\_.
8. The successful bidder at the time of execution of the contract \_\_\_\_\_ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

## SCHEDULE OF PRICES

Route Various

Combination Letter	Sections Included in Combinations	Total

Bidder's Proposal for making Entire Improvements

84,860.00

## RETURN WITH BID

### CONTRACTOR CERTIFICATIONS

County	<u>Cook/DuPage</u>
Local Public Agency	<u>Village of Hinsdale</u>
Section Number	<u>21-00000-01-GM</u>
Route	<u>Various</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Cook DuPage  
Local Public Agency Village of Hinsdale  
Section Number 21-00000-01-GM  
Route Various

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name SUBURBAN CONCRETE INC.

Signed By [Signature] President

Business Address 21227 N COMMERCIAL DR  
MUNDELEIN IL 60060

Insert Names of Officers

President JOHN LEVERICK

Secretary JOHN LEVERICK

Treasurer JOHN LEVERICK

Attest

[Signature]  
Secretary





## Local Agency Proposal Bid Bond

Route	Various
County	Cook/DuPage
Local Agency	Village of Hinsdale
Section	21-00000-01-GM

## PAPER BID BOND

WE \_\_\_\_\_ as PRINCIPAL.

and \_\_\_\_\_ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal

(Company Name)

(Company Name)

By:

(Signature and Title)

By:

(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

## Surety

By:

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for said county,  
do hereby certify that \_\_\_\_\_

( Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires

(Notary Public)

**ELECTRONIC BID BOND**

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date \_\_\_\_\_





# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

## Affidavit of Availability For the Letting of \_\_\_\_\_

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	AIRROW RD					
Estimated Completion Date	9-30-21					
Total Contract Price	450,000					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	-					
Uncompleted Dollar Value if Firm is the Subcontractor	250,000					
Total Value of All Work						

### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 4<sup>th</sup> day of September, 2021

Type or Print Name

JOHN LEVERICK PRESIDENT  
Officer or Director Title

Signed

[Signature]

[Signature]  
Notary Public

My commission expires 1-5-24

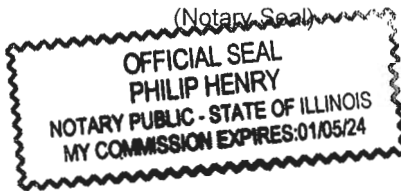
Company

SUBURBAN CONCRETE INC.

Address

21227 W COMMERCIAL DR

MURDELEIN IL 60060





Route	2021 Sidewalk Program
County	
Agency	Village of Hinsdale
Section	

### PAPER BID BOND

BLR 12230 (Rev. 7/05)

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**CAROLYN DIEHL**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

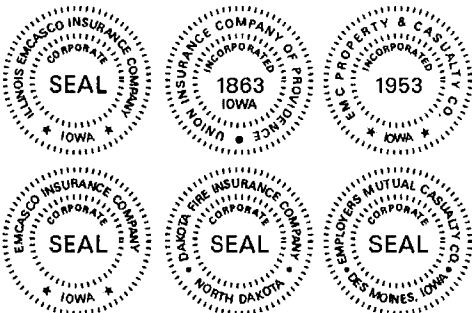
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



*Scott R. Jean*  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of September, 2021.

*James D. Clough*  
Vice President



## REQUEST FOR BOARD ACTION

Public Services &  
Engineering

**AGENDA SECTION:** Consent Agenda – EPS

**SUBJECT:** Veeck CSO Generator Cooling System Repair

**MEETING DATE:** September 21, 2021

**FROM:** Mark Pelkowski, Superintendent of Water and Sewer  
Garrett Hummel, Administrative Analyst

**Recommended Motion**

Waive the competitive bid process and accept a proposal to Cummins Sales and Service in the amount of \$22,340.07 to repair the Veeck CSO generator for the cooling system.

**Background**

The current generator was installed in 2010, when the Veeck CSO Building was constructed. The generator provides back up power to the Veeck CSO Building, insuring uninterrupted operation in the event that power is lost. This is crucial as the building is in overflow operation during heavy storms which can result in a loss of power depending on the severity of the storm event. The coolant system protects the generator engine from overheating and ensures proper back-up power when it is needed. Overheating of the engine can cause generator failure and it would be very costly to repair this engine if the coolant system fails. Cummins will provide a temporary back-up generator during the time of repair, to ensure uninterrupted service.

**Discussion & Recommendation**

Due to this work being specialized, with a limited amount of vendors that can provide this service, the Water Department staff solicited written proposals. Their responses are detailed below:

Veeck CSO Generator Cooling System Repair			
Vendor	Cummins Sales and Service	Altopher CAT	Thermflo
Price	\$22,340	\$25,597	Did not provide proposal
Budgeted Amount	\$25,000	\$25,000	\$25,000
Difference	- \$2,660	\$597	N/A

This project was originally scheduled for 2020 in the 5-year CIP but was deferred until 2021 due to budgetary concerns.

**Budget Impact**

Included in the Public Services Department CY2021 Budget (4600-7901) is \$25,000 for the cooling system generator repairs. Cummins provided the lowest proposal at a total cost of \$22,340.07.

**Village Board and/or Committee Action**

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$100,000.

**Documents Attached**

1. Project Proposals



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
NW 7686 PO Box 1450  
Minneapolis, MN 55485-7686

CHICAGO IL BRANCH  
7145 SANTA FE DRIVE  
HODGKINS, IL 60525-  
(708)579-9222

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

**BILL TO**

VILLAGE OF HINSDALE  
ACCOUNTS PAYABLE  
19 E CHICAGO AVE  
HINSDALE, IL 60521-3489

**OWNER**

HINSDALE VEECK PK SEWAG  
701 E 47TH STREET  
HINSDALE, IL 60521-  
JIM PIONTKOWSKI - 630 7897028

PAGE 1 OF 3

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
20-AUG-2021		28-JUL-2021	10923240100		GENERAC
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
27729			2102556		GENSET GENERAC
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
346294					VEECK PK SEWAGE

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN

2102556

**COMPLAINT**

ESTIMATE FOR THE RECOMMENDATIONS MADE DURING THE PLANNED MAINTENANCE SERVICE ON 8/22/18 (REF 57629) ON YOUR STANDBY GENERATOR.

COMPLAINT: CHECK AND ADVISE COOLANT LEAK

CAUSE: CONFIRMED THAT ENGINE RADIATOR IS LEAKING COOLANT. RADIATOR IS ALSO FULL OF ANIMAL DEBRIS AND RESTRICTIONS. RADIATOR NEEDS TO BE REPLACED, ALSO RECOMMEND REPLACING COOLANT HOSES AND CLAMPS AT THIS TIME.

**REQUIRED REPAIRS:**

- REMOVE AND INSTALL RADIATOR ASSEMBLY
- SUBLET RADIATOR REBUILD
- REPLACE COOLANT HOSES AND CLAMPS
- PRESSURE WASH CHARGE AIR COOLER
- REMOVE AND INSTALL RENTAL GENERATOR
- REPAIR VERIFICATION

**NOTE:**

RADIATOR MUST BE REPLACED FIRST TO VERIFY PROPER OPERATION OF THE COOLING SYSTEM. IF UNIT FAILS REPAIR VERIFICATION A SUPPLEMENTAL ESTIMATE WILL FOLLOW. ESTIMATE REFLECTS 2 TECHS, MULTIPLE DAYS DUE TO SCOPE OF REPAIRS PLUS CRANE TRUCK

IF YOU WOULD LIKE TO PERFORM THE FOLLOWING ESTIMATE-PLEASE SIGN AND RETURN VIA EMAIL AT OR VIA FAX AT 708-215-2726. IF PURCHASE ORDER IS REQUIRED- PLEASE SEND ALONG WITH SIGNED ESTIMATE.

**REMARK**

12

0 5526-0026

1 FEDERAL HTR HOSE (FT)

C1-OTHER

8.03

96.36

Completion date : 20-Sep-2021 08:32AM. Estimate expires : 20-Nov-2021 08:32AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
NW 7686 PO Box 1450  
Minneapolis, MN 55485-7686

CHICAGO IL BRANCH  
7145 SANTA FE DRIVE  
HODGKINS, IL 60525-  
(708)579-9222

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

**BILL TO**

VILLAGE OF HINSDALE  
ACCOUNTS PAYABLE  
19 E CHICAGO AVE  
HINSDALE, IL 60521-3489

**OWNER**

HINSDALE VEECK PK SEWAG  
701 E 47TH STREET  
HINSDALE, IL 60521-  
JIM PIONTKOWSKI - 630 7897028

PAGE 2 OF 3

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
20-AUG-2021		28-JUL-2021	10923240100		GENERAC
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
27729			2102556		GENSET GENERAC
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
346294					VEECK PK SEWAGE

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		2102556					
8	0	16HL		CLAMP,HOSE	C1-OTHER	3.34	26.72
100	0	CC2743		FLEETCOOL	FLG	6.14	614.00
1	0	HOSE		HOSE	C1-NSPART3	211.50	211.50
1	0	OUTSIDE LABOR		OUTSIDE LABOR	C1-NSREPAIR1	5,985.00	5,985.00
1	0	LOAD BANK		LOAD BANK	C1-NSREPAIR1	3,935.47	3,935.47
PARTS:							10,869.05
PARTS COVERAGE CREDIT:							0.00CR
TOTAL PARTS:						10,869.05	
SURCHARGE TOTAL:							0.00
LABOR:							9,591.12
LABOR COVERAGE CREDIT:							0.00CR
TOTAL LABOR:						9,591.12	
TRAVEL:							1,089.90
TRAVEL COVERAGE CREDIT:							0.00CR
TOTAL TRAVEL:						1,089.90	
MISC.:							790.00
MISC. COVERAGE CREDIT:							0.00CR
TOTAL MISC.:						790.00	
ELECTRONIC TOOLING FEE							50.00
HAZ WASTE DISPOSAL							100.00
SHOP SUPPLIES							150.00
ROAD MILEAGE FS PG							490.00

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 20-Sep-2021 08:32AM. Estimate expires : 20-Nov-2021 08:32AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
Cummins Sales and Service  
NW 7686 PO Box 1450  
Minneapolis, MN 55485-7686

CHICAGO IL BRANCH  
7145 SANTA FE DRIVE  
HODGKINS, IL 60525-  
(708)579-9222

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO  
customerpayment.cummins.com

## BILL TO

VILLAGE OF HINSDALE  
ACCOUNTS PAYABLE  
19 E CHICAGO AVE  
HINSDALE, IL 60521-3489

## OWNER

HINSDALE VEECK PK SEWAG  
701 E 47TH STREET  
HINSDALE, IL 60521-  
JIM PIONTKOWSKI - 630 7897028

PAGE 3 OF 3

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
20-AUG-2021		26-JUL-2021	10923240100		GENERAC
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
27729			2102556		GENSET GENERAC
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
346294					VEECK PK SEWAGE

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		2102556					

Completion date : 20-Sep-2021 08:32AM. Estimate expires : 20-Nov-2021 08:32AM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 22,340.07

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 22,340.07

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





Power Systems  
615 W Lake Street  
Elmhurst, IL 60126  
www.altorfer.com

Date:12/7/2020

Village of Hinsdale  
Hinsdale, IL  
Mark Pelkowshi  
630-789-7052  
mpelkowshi@villageofhinsdale.org  
Customer Number: 1724050  
Estimate Number: Create New

Dear Mark,

This estimate is in follow up to your request to replace the radiator with a brand new radiator, upper and lower coolant hoses and add new coolant. The unit will be ran for severity, check for leaks and be placed back in service when complete This estimate does not include any parking fees, waste removal, state or local taxes.

400kW Generac – M/N 10923240100 S/N 2102558

**Grand Total: \$41,751.00**

**Below's total is for he same services listed above, with the exception of have the radiator recored/repared, opposed to new.**

**Grand Total: \$25,597.00**

Price is based on normal weekday Monday thru Friday 6:30 am – 2:30 pm., Prevailing Wage Rates are applied, State and local taxes are not included. This estimate is valid for 30 days. Please call me if you have any questions.

Sincerely,

Ken Chiakas

**ALTORFER**

Power Systems  
615 W Lake Street  
Elmhurst, IL 60126  
www.altorfer.com

Customer Number: 1724050  
Estimate Number: Create New

**WARRANTY:** Altorfer warrants the work performed to be free from defects in material and workmanship for a period of twelve months. Altorfer's obligation under this warranty shall be limited to the repair or replacement, whichever Altorfer elects, at Altorfer's premises, of those parts previously installed, or labor previously performed, which are found, upon its inspection, to be defective. Such remedy shall constitute Customer's sole and exclusive remedy and Customer hereby agrees that no other remedy (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OF DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) shall be available to Customer. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Nonstandard repair work will be performed upon request of Customer and according to Customer's instructions but such work will carry absolutely no warranty whatsoever.

**FINANCIAL TERMS:** Net cash 30 days upon receipt of invoice, with credit approval. Equipment and services will be invoiced at the contracted amount when project is completed. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

**ADDITIONAL TERMS and CONDITIONS:** The scope of supply for this quotation is limited to the equipment and services listed in this proposal. Unless specifically listed in our bill of material, equipment and services not indicated are to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the equipment and services shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein and notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the supply of our services and equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to increases if the order is not executed within 30 calendar days from order date Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon Altorfer's actual expenses and a reasonable profit.

Unless otherwise specifically set forth herein, Customer represents that the work to be performed for Customer hereunder is not subject to prevailing wage labor rates under the Illinois Prevailing Wage Act (820 ILCS 130/). If Altorfer subsequently determines that such Act is/was applicable, then the labor rates payable by Customer hereunder shall be increased accordingly and Customer shall be obligated to pay to Altorfer the difference between the applicable prevailing wage rate and the labor rate originally charged hereunder within 10 days of Altorfer's request.

Mileage Rate is based on Crude World Trade Index at time of quotation. Altorfer reserves the right to increase the effective Mileage Rate charged to reflect increases in the Index at the time services are provided.

Thank you for your business and please call me if you have any questions.

ACCEPTANCE:

ALTORFER POWER SYSTEMS

Customer Signature \_\_\_\_\_

Ken Chiakas  
Product Support Representative  
Mobile: 630-699-3227  
Service Office: 877-891-481  
Ken.chiakas@altorfer.com

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

Purchase Order: \_\_\_\_\_

Good Morning Mark,

I would not be able to quote based what is attached. It looks like they are quoting multiple visits, crane , two techs on each visit and they are going to send to a rebuild shop . I was able to locate a new radiator. It would be in the estimated range of \$50,000 to replace and about a 4 week lead time for the Radiator. Some of the hoses are obsolete and we would have to come up with a solution for those hoses.

If this is something you want to investigate we can start the process by sending a technician out on Time and Material and start developing a scope of work to quote out.

Thanks

Vito Capriati | Generator Service Sales

Service/Main 24/7 : 847.541.0029 X2

D: 847.353.5323 | F: 847.541.1750 | C: 773.230.4482

875 Busch Parkway, Buffalo Grove, IL 60089

[vcapriati@thermflo.com](mailto:vcapriati@thermflo.com) | [www.thermflo.com](http://www.thermflo.com)

Data 365 | Design-Build | Electrical & Standby Power

Rentals | Service | Special Projects | Thermal Management



**REQUEST FOR BOARD ACTION**  
**Public Services & Engineering**

**AGENDA SECTION:** Consent Agenda - EPS

**SUBJECT:** Holiday Lighting and Decorating Extension (Year-2)

**MEETING DATE:** September 21, 2021

**FROM:** Garrett Hummel, Administrative Analyst

---

**Recommended Motion**

Award year two of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the base bid amount of \$21,995 with the intention to utilize the full budget of \$28,000 for purchasing of replacement light strands.

**Background**

In July 2020, Public Services staff solicited sealed bids for the 2020 Holiday Lighting & Decorating contract. The bid package for the holiday lighting program included having lights and decorations installed at the following Village areas: Memorial Building grounds, Burlington Park, Brush Hill Train Station and the downtown street trees.

**Discussion & Recommendation**

Public Services staff recommends McFarlane Douglass & Companies for the 2021 holiday lighting and decorating. McFarlane Douglass & Companies was the Village's contractor for last year's Holiday Lighting and Decorating contract and Public Services staff was satisfied with their performance. McFarlane Douglass has agreed to the contract extension and will maintain the pricing from last year.

**Budget Impact**

The Village uses funds from the Administration/Economic Development Department (Account 1200-7505) for holiday lighting and decorating expenses. The bid proposal of \$21,995 from McFarlane Douglass & Companies is \$6,005 under the budgeted amount of \$28,000. Staff plans to utilize this \$6,005 to purchase new light strands to replace old faded light strands and to accommodate recommended display enhancements per the Economic Development Commission.

**Village Board and/or Committee Action**

Per the Village's approved meeting policy, this award is included on the Consent Agenda without the benefit of a First Reading because it meets the definition for a routine item: it is included in the approved budget, is under budget, and is less than \$100,000.

**Documents Attached**

1. McFarlane Douglass & Companies Bid Proposal
2. McFarlane Douglass Year-2 Extension Letter

**EXHIBIT D**

To The Honorable President and Board of Trustees  
Village Hall  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521-3489

**VILLAGE OF HINSDALE, ILLINOIS  
Holiday Lighting and Decorating – Bid #1673 – Bidders Proposal**

Full Name of Bidder Douglas Giebel  
Main Business Address 143 Tower Drive  
Burr Ridge, Illinois 60527  
Phone (630) 325-5335 Fax (630) 325-2399 Email dngiebel@mcfarlanedouglass.com

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the locations of the proposed work, the proposed forms of Agreement and Bonds, the Contract Specifications for the above designated work, and he proposes and agrees if this Proposal is accepted that he will contract with the Village of Hinsdale in the form of the copy of the Agreement included in these contract documents to provide all necessary machinery, tools, apparatus and other means of work, including utility and transportation services necessary to do all the work and furnish all the materials and equipment in the manner and time herein prescribed; and according to the Contractor's Bonds, and Certificates of Insurance specified, and to do all other things required of the Contractor by the Contract documents; and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid within fifteen (15) days of the date of the award of contract, and to give the bond(s) as required, and all certificates of insurance as required, the Village of Hinsdale, shall at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void and the forfeiture of security accompanying this proposal shall operate and the same shall be the property of the Village of Hinsdale as liquidated damages.

DATE: August 3, 2020

McFarlane Douglass & Companies  
Contractor

(SEAL OF CORPORATION)



ATTEST

143 Tower Drive

Address

Burr Ridge, Illinois 60527

City and State

By

Signature

President

Title

# BID PROPOSAL

Area 1: Memorial Building Grounds	
Item	Price
<i>Official Village Christmas Tree (Approximately 35' Tall Colorado Blue Spruce on the South Lawn)</i>	
Reinstall Village-owned 1,500 C9 and C7 LEDs and 30 strings of M8 mini warm-white LED lights in alternating fashion. After the season, remove/store for future reuse.	\$3,300.00
Reinstall Village-owned 140 ornaments. After the season, remove/store for future reuse.	
Purchase and install 50 additional ornaments assuming ornaments were damaged last year (commercial-grade red, green, silver, and gold mirror in 6", 8", and 10" diameters). Village staff must inspect new ornaments before installation. After the season, remove/store for future reuse.	\$550.00
<i>Medium-sized Maple Trees (2) Flanking Memorial Building Patio and South Entrance.</i>	
Reinstall in drape/wrap fashion red commercial grade M8 mini red LED lights for each of the two (2) trees. After the season, remove/store for future reuse.	
Reinstall on trunk in wrapped fashion M8 mini warm-white LED lights for each of the two (2) trees. After the season, remove/store for future reuse.	
<b>Area 1 Total:</b>	<b>\$3,850.00</b>
Area 2: Burlington Park	
Item	
Reinstall Village-owned strings of M8 mini green lights around Burlington Fountain. Contractor will install and maintain device for hanging lights. After the season, remove/store for future reuse.	
Reinstall/cover Village-owned lights on all evergreen (yew) shrubs surrounding central fountain in warm white commercial grade mini lights. After the season, remove/store for future reuse.	
Reinstall Village-owned warm white commercial grade mini lights in drape/wrap fashion on canopies of the three (3) ornamental trees centrally located around fountain. After the season, remove/store for future reuse.	
Install Village-owned warm white commercial grade mini lights in wrapped fashion on trunks of the four (4) large shade trees centrally located around fountain. Extend wrapping from trunk four to six feet (4' to 6') on primary branches as well as install lights in drape fashion on canopies. After the season, remove/store for future reuse.	
Provide rental C7 indoor use only LED lighting and festive decorations on 20' x 40' tent used during the Holiday Hinsdale events on Saturday, December 5, 2020, and Saturday, December 12, 2020. Tent will stay up in Burlington Park in between dates.	\$500.00
Install Village-owned warm LED lights for 21 trees and 19 bushes not including the 7 trees near the fountain listed above. On the trees, install lights in wrap fashion from trunk extending four to six feet on primary branches. Lights to be applied in a drape fashion on the bushes. After the season, remove/store for future use.	
<b>Notes</b>	
<b>Burlington Park only includes trees in the actual park, do not include trees in the right-of-way or trees on top of the brick wall.</b>	<b>\$6,645.00</b>
<b>Area 2 Total :</b>	<b>\$7,145.00</b>

Area 3: Brush Hill Train Station	
Item	
Reinstall commercial grade warm white LED icicle lights around the entire perimeter of the Brush Hill (main downtown commuter train) station at the gutter/eave. Icicle light strings to be 7.5' long and have drops of 18", 15", and 9". After the season, remove for future reuse.	\$1,000.00
<b>Area 3 Total:</b>	<b>\$1,000.00</b>
Area 4: Downtown Street Trees	
Section A: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>1 street tree</u>	
Section B: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>8 street trees</u>	
Section C: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>8 street trees</u>	
Section D: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>14 street trees</u>	
Section E: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>13 street trees</u>	
Section F: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>11 street trees</u>	
Section G: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>17 street trees</u>	
Section H: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>7 street trees</u>	
Section I: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>6 street trees</u>	
Supply extension cords for all street trees.	
<b>Area 4 Total:</b>	<b>\$10,000.00</b>
Notes:	
Power is available on decorative street light poles (extend from street tree to closest available pole).	
Light sets to be 22-gauge green wire with end-to-end connections.	
Village light sets are commercial grade with warm white LED bulbs in either 100-count or 50-count strings.	
Light sets shall be draped in a consistent fashion from the tree canopy down and then wrapped to the bottom of the tree trunks (on small and medium-sized street trees). Large trees shall have their trunks wrapped and then the wrapping shall extend out approximately four to six feet (4' to 6') on the primary branches).	
Total number of street trees is 85. Total number of CBD strings is approximately 1150 strands.	
Distance between light bulbs on strand, about 6".	
Additional Lights	
*Unit Price Per 50 Count LED Light Strand:	\$9.00
*Unit Price Per 100 Count LED Light Strand:	\$15.00
* Unit Price Per LED Light Strand to Include Labor Costs	
*The Village of Hinsdale is soliciting unit pricing in the event of damaged inventory or a lack of inventory, however the Village is not obligated to purchase additional lights from the contractor if additional lights are necessary. In the event the Village purchases additional lights from another source, please provide a labor cost per strand for the installation and removal of these additional strands.	
Unit Price per 50 Count LED Light Strand for Installation/Removal Labor Only:	\$18.00
Unit Price per 100 Count LED Light Strand for Installation/Removal Labor Only:	\$30.00
<b>Project Total:</b>	<b>\$21,995.00</b>





McFarlane Douglass & Co.

143 Tower Drive  
Burr Ridge, Illinois 60527  
630.325.5335  
630.325.2399 fax

September 15, 2021

Village of Hinsdale

Att: Garrett Hummel & Rich Roehn

225 Symonds Drive

Hinsdale, IL 60521

Re: Holiday Lighting & Decorations Contract

Dear Garrett & Rich,

Please allow this letter to serve as our written agreement regarding the extension for the upcoming 2021-2022 Holiday Lighting & Decorations contract. We agree to honor the terms and conditions of the original contract.

We look forward to working with you this Holiday Season and Thank You for your continued business! Please feel free to contact me should you have questions at 630.327.1656. Thank you!

Sincerely,

Jennifer Ramos

Administrator

McFarlane Douglass & Co.



Community Development

**AGENDA SECTION:** Second Reading – ZPS

**SUBJECT:** Tentative and Final Plat of Subdivision to allow for the subdivision of one (1) lot located at 531 N. Oak Street into two (2) code compliant lots in the R-4 Single Family Residential District - Case A-27-2021

**MEETING DATE:** September 21, 2021

**FROM:** Bethany Salmon, Village Planner

---

**Recommended Motion**

Approve an Ordinance Approving a Tentative and Final Plat of Subdivision (531 N. Oak Street)

**Background**

The applicant, Patricia Halikias representing 531 Oak LLC, requests approval of a Tentative Plat and Final Plat of Subdivision to subdivide one (1) 27,330.9 square foot lot located at 531 N. Oak Street into two (2) code-compliant lots in the R-4 Single Family Residential District.

At this time, the applicant is only proposing to subdivide the existing lot. There are currently no plans to redevelop either lot. The existing single-family detached home will remain on Lot 1. Lot 2 will remain vacant and plans for new construction may be proposed in the future following the sale of the lot to a new owner.

The two (2) code-compliant lots will be nearly equal in size. Lot 1 will measure 13,662.6 square feet and Lot 2 will measure 13,668.3 square feet. As shown on the submitted Table of Compliance, the proposed lots will meet the bulk requirements of the R-4 Single Family Residential District listed in Section 3-110 of the Zoning Code. Because detailed construction plans have not yet been prepared for any future development at this time, the applicant or future owner will need to verify that all bulk requirements are met at the time of building permit submittal. For example, exact calculations for floor area ratio, lot coverage, building height, and building elevation are not known at this time as these are calculated based on specific plans for construction. Any future development will be required to meet Village code requirements.

Per Title 11-7-7 of the Municipal Code, the applicant may request, and the Plan Commission may, at its discretion, waive any of the requirements for a tentative plat which it deems unnecessary or not pertinent to a particular subdivision. For final plats, the Plan Commission may also waive the requirements and supporting documents listed in Title 11-1-10 and Title 11-1-11. The full requirements outlined in Title 11-7-7 through Title 11-1-11 are attached for review.

The applicant has requested that several requirements be waived, which are identified and included in a written response in the application packet. At this time, the applicant is only proposing to subdivide the existing lot. There are no development plans for either lot at this time. Therefore, detailed plans or engineering plans have not been prepared to meet the tentative and final plat requirements listed in the Municipal Code.

Public notice is not required for a tentative and final plat. In accordance with Section 11-604(C)(3), a site plan review would not be required as the property does not exceed 30,000 square feet in size.

**Discussion & Recommendation**

The project was reviewed at a public meeting before the Plan Commission on August 11, 2021. The applicant provided an overview of the project at the meeting and answered questions by the Plan Commission. No public comments were provided at the meeting. Overall, the Commission expressed support for the subdivision into two code compliant lots.

On August 11, 2021, by a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-27-2021, a Tentative & Final Plat of Subdivision for 531 N. Oak Street, to allow for the subdivision of one (1) lot into two (2) code compliant lots in the R-4 Single Family Residential District.

**Village Board and/or Committee Action**

At the Board of Trustees meeting on September 7, 2021, a representative was present on behalf of the applicant to answer questions from the Trustees. The Village Board stated no issues with the request and moved the item forward for a Second Reading.

**Documents Attached**

1. Ordinance & Exhibits

Previous Attachments: The following related materials for this case were provided for the Board of Trustees on September 7, 2021, and can be found on the Village website at:

[https://cms1files.revize.com/revize/hinsdaleil/document\\_center/VillageBoard/2021/09%20SEP/09%2007%2021%20VBOT%20packet.pdf](https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2021/09%20SEP/09%2007%2021%20VBOT%20packet.pdf)

- Zoning Map and Project Location
- Aerial View
- Street View
- Birds Eye View
- Title 11-1-7 through Title 11-1-11 of the Municipal Code – Tentative and Final Plat Requirements
- Application and Exhibits
- Draft Ordinance
- Exhibit A – Plat of Subdivision

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A  
TENTATIVE AND FINAL PLAT OF SUBDIVISION  
(531 N. OAK STREET)**

**WHEREAS**, Patricia Halikias, Manager, on behalf of 531 Oak LLC (the "Applicant"), property owner of 531 N. Oak Street, Hinsdale, Illinois (the "Property"), filed an application seeking tentative/final plat of subdivision approval of the Property in a manner that will allow the creation of two (2) code compliant lots on the Property, as shown on the Plat of Subdivision entitled "Final Plat of Oak Subdivision" attached hereto and made a part hereof as **Exhibit A** ("Plat of Subdivision"). The Property is a through lot located in the R-4 Single Family Zoning District; and

**WHEREAS**, the Village of Hinsdale Plan Commission, at its August 11, 2021 meeting, considered all of the matters related to the Plat of Subdivision, and has recommended approval by the Board of Trustees on a unanimous vote of five (5) in favor and zero (0) opposed, with four (4) absent. The Plan Commission waived, subject to its discretion and at the request of the Applicant, the following requirements in Section 11-1-11 (Supporting Documents with Final Plat) of the Village Code as either unnecessary at this time, or inapplicable: A, B, C, D, E, and H; and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale, having reviewed the Plat of Subdivision for the Property and having found it to be in conformity with the subdivision and other ordinances of the Village, find that approval of the Plat of Subdivision, with the requested waivers, will be in the best interests of the Village of Hinsdale.

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

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

**SECTION 2: Plat of Subdivision Approval.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Title 11 (Subdivision Regulations) of the Village Code of the Village of Hinsdale, approves and accepts the attached Plat of Subdivision, incorporated into this Ordinance as **Exhibit A**.

**SECTION 3: Execution.** The Village President and Village Clerk are hereby authorized to execute the approved Plat of Subdivision as provided by State law and the Village Code of Hinsdale; provided, however, that they shall not do so until after the approved Plat has been executed by all other required parties (other than County officials), the Applicant has deposited with the Village funds sufficient to pay all Village

costs of recording the Plat, and all administrative details relating to the Plat have been completed.

**SECTION 4: Recording.** A certified copy of this Ordinance and the fully executed original of the attached Plat of Subdivision shall be submitted, at the Developer's cost and expense, to DuPage County for filing and recordation as required by State law.

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 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**

**APPROVED PLAT OF SUBDIVISION  
(ATTACHED)**

## P.I.N.: 09-01-219-017

*Journal of Management Education* 36(9) 1078-1093

Community Development

**AGENDA SECTION:** Second Reading – ZPS

**SUBJECT:** Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit Review to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of new signage for The Pride of Hinsdale located at 149 E. Ogden Avenue in the B-3 General Business District - Case A-12-2021

**MEETING DATE:** September 21, 2021

**FROM:** Bethany Salmon, Village Planner

---

**Recommended Motion**

Approve an Ordinance Approving a Site Plan, Exterior Appearance Plan, Design Review Permit and Sign Permit for Exterior Changes to an Existing Convenience Store Building and Gas Station Canopy at 149 E. Ogden Avenue

**Application Request**

The applicant, The PRIDE Stores, requests approval of a Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit Review to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of a new wall sign, canopy sign, and sign face on the existing ground sign located at 149 E. Ogden Avenue in the B-3 General Business District. Several uses currently operate on the subject property, including the Pride of Hinsdale convenience store, a BP gas station, and Urban Counter, a restaurant with an existing outdoor patio on the west side of the building.

The subject property is located in the Design Review Overlay District and is subject to the requirements in Article 8 and Section 11-605 of the Zoning Code. Multi-tenant office buildings in the O-2 Limited Office District are located to the north and the west of the subject property. To the south across Ogden Avenue, an automotive repair facility and restaurant are located in the B-3 General Business District. To the east across York Road, a multi-tenant office building is located in the O-3 General Office District.

**Project Description**

The applicant is requesting several changes to signage as well as the exterior elevations of the convenience store and gas station canopy. The proposed changes are summarized below.

- Exterior Changes to the Convenience Store Building – The existing green fabric awnings located at the southeast and southwest corners of the building will be removed and replaced with wood trellis awnings. The proposed awnings include tie-back rods affixed to the building fascia and will be stained a dark brown color. The applicant also proposes to repaint the existing light beige metal roof to a black color.



- Wall Sign on the Convenience Store Building – There are currently two existing wall signs located on the south elevation of the convenience store building facing Ogden Avenue. There are no proposed changes to the wall sign for Urban Counter, which has a sign face area of 19.68 square feet. The applicant proposed to remove the existing sign for The Pride convenience store, which is mounted onto the storefront windows to the right of the main entrance doors, and install a new wall sign above the proposed wood trellis awning. As shown on the signage plans, the internally-illuminated wall sign will measure 7' wide and 3'-6" tall, with an overall sign face area of 24.5 square feet. The sign consists of white and blue letters and bordering on an oval black background.

As proposed, the sign meets the requirements of Section 9-106. The proposed sign will not be attached to the top of the wood trellis awning and will not extend above the eave line of the mansard roof, which for this case was interpreted to be the top of the vertical flat area where the fabric awnings are currently located. If the proposed sign extends above this eave line, it would be considered a roof sign, which is prohibited.

- Gas Station Canopy Sign and Light Bar – The applicant is proposing to replace the existing gas station canopy sign, the BP Helios logo, on the south elevation facing Ogden Avenue with a new internally-illuminated LED sign. The proposed circular logo will have a diameter of 36" and will have a sign face area of 7.06 square feet. Only one (1) sign is proposed on the gas station canopy. Per Section 9-106, no signs shall project above, below, or beyond the physical dimensions of an awning or canopy. The proposed sign is located within the entire canopy valance area.

The existing light bar on the south, east, and west elevations of the gas station canopy will also be replaced with a new LED green light bar. The light bar will not be installed on the north elevation of the canopy to match the current configuration and instead new white aluminum composite material will be installed. The applicant has provide a general description of the proposed light bar in the submitted application packet, noting there will be no difference in terms of appearance or illumination.

- Modifications to the Existing Ground Sign – The existing brick ground sign located at the southeast corner of the site near the intersection of Ogden Avenue and York Road currently contains a sign face for each of the three business on site. The applicant proposes to remove the existing sign face for Urban Counter, relocate the existing BP sign face toward the bottom of the ground sign, and install a new sign face for The Pride at the top of the ground sign.

The existing sign face for the BP gas station includes an internally-illuminated green and yellow Helios logo and text that measure 5'-7/8" inches wide and 4'-6" tall, for a total sign area of 22.8 square feet. The proposed sign face for The Pride will measure 6' wide and 2'-9" tall, with a sign face area of 16.5 square feet. The new sign face will match the proposed wall sign on the convenience store building and features white and blue channel letters and bordering on an oval black background.

Per Section 9-106(J), in the B-3 District, ground signs shall not exceed 8' in height and may have a maximum gross surface area of a 50 square feet per sign face with no more than 2 faces per sign. When removing the brick background area and ground sign base, the overall sign area

encompassing both the existing sign face for BP and the proposed sign face for The Pride measures 44.75 square feet (7.45' tall and 6' wide).

The applicant is proposing an overall height of 9' measured from the base of the sign to the top of sign face for The Pride, which exceeds the maximum allowable 8' height. Per Section 11-607, the Plan Commission has the authority to grant certain modifications to sign code provisions provided that the applicant establishes compliance with all of the standards listed in the code. The Plan Commission is authorized to approve an increase to the maximum allowable height from grade by not more than 20%.

In 2011, the Village approved an increase to the height of the sign from 8' to 9'-6" to allow for the BP Helios logo to extend above the top of the ground sign. Under the current application, the proposed increase to the overall height of the ground sign from the allowable 8' to 9' represents a 12.5% increase to height, but would reduce the existing height by 6".

### **Discussion & Recommendation**

The project was reviewed at a public hearing before the Plan Commission on August 11, 2021. The applicant provided an overview of the project at the meeting and answered questions by the Plan Commission. No public comments were provided at the meeting. Overall, the Commission expressed support for the project.

On August 11, 2021, by a vote of five (5) ayes, zero (0) nays, and four (4) absent, the Plan Commission recommended approval of Case A-12-2021, a Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit Review to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of new signage for The Pride of Hinsdale located at 149 E. Ogden Avenue in the B-3 General Business District, as submitted.

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

At the Board of Trustees meeting on September 7, 2021, Dan Soltis with CIMA Developers provided an overview of the proposed project and answered questions from the Trustees on behalf of the applicant. Several Trustees requested that the applicant provide additional landscaping and replace any dead or dying landscaping around the base of the monument sign located at the intersection of Ogden Avenue and York Road as well as in the other landscape beds along both Ogden Avenue and York Road.

Any new landscaping is required to have a low height and meet the Village's clear-sight area requirements. Within the sight triangle, all shrubs, bushes and plantings within the clear-sight area shall be trimmed or limited to a maximum height of forty-five inches (45"). The proposed landscape plan meets this requirement.

The following condition of approval has been added to Section 3 of the draft ordinance:

- **Landscaping**. The Applicant shall, prior to issuance of by the Village of a Certificate of Completion regarding the improvements at the Subject Property, install additional landscaping and replace any dead or dying landscaping in the plant beds around the base of the monument sign at the intersection of Ogden Avenue and York Road, and in the other landscape beds along both roads, all in conformance with the landscape exhibit attached hereto as **Exhibit C** and made a part hereof.



## REQUEST FOR BOARD ACTION

Since the meeting, the applicant has provided a landscape plan for the Village Board to review. If determined that the proposed landscape plan addresses the previous comments of the Village Board, the plan has been included in Exhibit 3 in the draft ordinance for formal approval.

No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading, subject to addressing landscaping comments.

### **Documents Attached**

1. Proposed Landscape Plan
2. Ordinance & Exhibits
  - Exhibit A - Plan Commission Findings of Fact and Recommendation
  - Exhibit B - Approved Site Plan, Building Elevation, and Signage Plans
  - Exhibit C - Landscape Exhibit

**Previous Attachments:** The following related materials for this case were provided for the Board of Trustees on September 7, 2021, and can be found on the Village website at:

[https://cms1files.revize.com/revize/hinsdaleil/document\\_center/VillageBoard/2021/09%20SEP/09%2007%2021%20VBOT%20packet.pdf](https://cms1files.revize.com/revize/hinsdaleil/document_center/VillageBoard/2021/09%20SEP/09%2007%2021%20VBOT%20packet.pdf)

- Zoning Map and Project Location
- Aerial View
- Birds Eye View
- Street View
- Section 11-605(E) – Design Review Permit Standards and Considerations
- Design Review Permit, Exterior Appearance/Site Plan, Sign Permit Applications and Exhibits
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations
- Plan Commission Public Hearing Transcript – August 11, 2021



\*Landscape Courts & Districts are provided as a service by the Landscape Committee. Landscape Committee is responsible for reviewing these courts and businesses' desire to provide a complete landscape restoration as well as their own Landscape Master Plan. In no more than 4 weeks before the beginning of the season, the Landscape Committee will review the graphics and report on the progress of the plan.

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*Frau Dagmar Hastrup Rose*  
*Rosa rugosa 'Frau Dagmar Hastrup'*

Family: Rosaceae



Plant Type:	Deciduous Shrub	Height:	3-4'
USDA Hardiness Range:	2 to 7	Spread:	4-6'
		Form:	Oval / Upright
Growth Rate	Average		
Exposure:	Full Sun		
Moisture:	Dry to Medium		
Salt Tolerance	Moderate		
Soil Tolerance:	Well-drained / loamy / sandy or clay		
pH Preference:	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color:	Pink		
Bloom Time	Summer		
Fruits: Yes - Rose hips	Persistence	No - Eaten by birds	
Leaf Color	Green		
Fall Color:	Red and Yellow		
Winter Interest	None		
Tolerances	Drought Tolerant (once established)		
Notes of Interest:	Attracts Bees & Butterflies		
	Road Salt Tolerant		
	Disease Resistant, Hardy		

FDSR *Frau Dagmar Hastrup Rose*  
 Deciduous Shrub



Grow Low Sumac  
*Rhus aromatica* 'Grow Low'

GLS

Family: Anacardiaceae



Plant Type:	Deciduous Shrub	Height:	18-24"
USDA Hardiness Range	3 to 9	Spread:	6-8'
		Form:	Spreading / Horizontal
Growth Rate	Slow		
Exposure:	Full Sun / Partial Shade		
Moisture:	Dry Medium		
Salt Tolerance:	Excellent		
Soil Tolerance	Prefers well drained soil		
pH Preference	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color	Yellow		
Bloom Time	March		
Fruits	None	Persistence	N/A
Leaf Color:	Green		
Fall Color:	Orange Red		
Winter Interest:	None		
Tolerances:	Deer Tolerant		
	Dry Soil Tolerant		
Notes of Interest	Fragrant		

GLS

Grow Low Sumac  
 Deciduous Shrub

*Hughes Juniper*  
*Juniperus horizontalis 'Hughes'*

Family: Cupressaceae



<i>Plant Type:</i>	Evergreen Shrub (spreading)	<i>Height:</i>	6" - 18"
	Non-Native	<i>Spread:</i>	5' - 8'
<i>USDA Hardiness Range:</i>	3 to 9	<i>Form:</i>	Prostrate and spreading /horizontal
		<i>Spacing:</i>	48"
<i>Growth Rate:</i>	Slow		
<i>Exposure:</i>	Full Sun		
<i>Moisture:</i>	Widely Adaptable, not tolerant of wet soils		
<i>Salt Tolerance:</i>	None		
<i>Soil Tolerance:</i>	Average to dry soils, including rocky soils		
<i>Preferred PH</i>	(Less than 6.8-7.7)		
<i>Bloom Color</i>	N/A		
<i>Bloom Time:</i>	Does not flower		
<i>Fruits</i>	Blue Berries (small)		
<i>Persistence</i>	Yes		
<i>Leaf Color</i>	Green/Olive/Blue-Green		
<i>Fall Color:</i>	Purple Tinge in late fall into winter		
<i>Winter Interest:</i>	Evergreen; does not change color in winter		
<i>Wildlife Interest:</i>	None		
<i>Notes of Interest:</i>	Deer resistance is excellent Tolerant of urban pollution, and drought conditions Thrives in rocky soils with little topsoil present Tolerates hot, relatively dry conditions Plant has fragrant foliage		

*HJ Hughes Juniper*  
 Evergreen Shrub



*Karl Foerster Feather Reed Grass*  
*Calamagrostis acutiflora 'Karl Foerster'*

Family: Poaceae



<i>Plant Type:</i>	Perennial (Ornamental Grass)	<i>Height:</i>	48-60"
	Non-Native	<i>Spread:</i>	18-24"
<i>USDA Hardiness Range:</i>	4A - 9A	<i>Form:</i>	Columnar

<i>Growth Rate:</i>	Average
<i>Exposure:</i>	Full Sun
<i>Moisture:</i>	Tolerates dry to moist soils
<i>Salt Tolerance:</i>	Moderate

<i>Soil Tolerance:</i>	Clay; Sand; Slightly alkaline; acidic; loam soils Tolerates extensive flooding
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<i>Bloom Color:</i>	Late Summer
<i>Bloom Time:</i>	Brownish-tan wheat plumes

<i>Fruits:</i> None	<i>Persistence:</i> None
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<i>Leaf Color:</i> Green	<i>Fall Color:</i> Straw Beige
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<i>Winter Interest:</i>	Dried grasses can remain upright in winter	
<i>Wildlife Interest:</i>	Safe-haven for small animals in winter	Tolerates Black Walnut

<i>Notes of Interest</i>	This low growing ornamental grass is colorful and ever changing. With feathery flower spikes that emerge reddish-brown in Spring and turn golden to buff in Fall, it adds a lovely accent to naturalistic, craftsmen or prairie gardens. Use as a vertical among low-growing plants or have a pair planted in distressed metal pots or bronzed urns for a minimalist look. Perfect near water gardens or terraced patios where the breeze causes the grass to sway gracefully.		
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*KFRG Karl Foerster Feather Reed Grass*  
*Ornamental Grass*



*Prairie Dropseed*  
*Sporobolus heterolepis*

Family Poaceae



Plant Type:	Ornamental Grass	Height:	2-3'
		Spread:	2-3'
USDA Hardiness Range:	3 to 9	Form:	Low Forming / Clump
Growth Rate:	Moderate		
Exposure:	Full Sun		
Moisture:	Dry to Medium		
Salt Tolerance:	Moderate		
Soil Tolerance:	Prefers dry to medium, well drained soils		
pH Preference:	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color:	Pink and Brown-tinted		
Bloom Time	August to October		
Fruits	No	Persistence:	N/A
Leaf Color	Green		
Fall Color	Gold / Orange / Tan		
Winter Interest:	Ornamental Grass		
Tolerances	Drought Tolerant		
	Deer Tolerant		
Notes of Interest	Winter Interest		

*Happy Returns Daylilly*  
*Hemerocallis 'Happy Returns'*

Family: Liliacea



Plant Type:	Perennial (Herbaceous)	Height:	12-14"
	Non-Native	Spread:	18-24"
USDA Hardiness Range:	3A-9A	Form:	Upright
Growth Rate:	Moderate		
Exposure:	Full Shade to Part Shade		
Moisture:	Average - Dry - Moist		
Salt Tolerance:	Some		
Soil Tolerance:	Slightly Acidic 6.0-6.5		
Bloom Color:	Lemon Yellow		
Bloom Time:	Summer		
Fruits:	None		
Persistence:	None		
Leaf Color:	Deep Green		
Fall Color:	Pale Yellow		
Winter Interest:	None		
Tolerances:	Slight Wet Soils		

**Notes of Interest:** This dwarf variety has prolific medium-yellow flowers  
 Plants do not usually require dividing for 3-5 years, but are easily split apart in fall/early spring.  
 Spent flower stems can be trimmed back after blooms are finished  
 Border, Container, Perennial Garden, Groundcover  
 Flowers open a full 4 inches and remain brilliant over a longer period than most daylily

*HRD Happy Returns Daylilly*  
*Perennial (Herbaceous)*



*Rosy Returns Daylily*  
*Hemerocallis 'Rosy Returns'*

Family: Liliacea



<i>Plant Type:</i>	Perennial (Herbaceous) Non-Native	<i>Height:</i>	12-14"
<i>USDA Hardiness Range:</i>	3A-9A	<i>Spread:</i>	18-24"
<i>Growth Rate:</i>	Moderate	<i>Form:</i>	Upright
<i>Exposure:</i>	Full Shade to Part Shade		
<i>Moisture:</i>	Average - Dry - Moist		
<i>Salt Tolerance:</i>	Some		
<i>Soil Tolerance</i>	Slightly Acidic 6.0-6.5		
<i>Bloom Color:</i>	Pink with Yellow Throat		
<i>Bloom Time</i>	Summer		
<i>Fruits:</i>	None		
<i>Persistence:</i>	None		
<i>Leaf Color:</i>	Deep Green		
<i>Fall Color:</i>	Pale Yellow		
<i>Winter Interest:</i>	None		
<i>Tolerances:</i>	Slight Wet Soils		
<i>Notes of Interest:</i>	<ul style="list-style-type: none"> <li>▸ This dwarf variety has prolific pink flowers</li> <li>▸ Plants do not usually require dividing for 3-5 years, but are easily split apart in fall/early spring.</li> <li>▸ Spent flower stems can be trimmed back after blooms are finished</li> <li>▸ Border, Container, Perennial Garden, Groundcover</li> <li>▸ Flowers open a full 4 inches and remain brilliant over a longer period than most daylily</li> </ul>		

RRD *Rosy Returns Daylily*  
 Perennial (Herbaceous)

*Kit Kat Catmint*  
*Nepeta x faassenii* 'Kit Kat'

Family: Lamiaceae



Plant Type:	Perennial	Height:	12-18"
USDA Hardiness Range:	3 to 8	Spread:	12-24"
		Form:	Low / Clump
Growth Rate:	Moderate		
Exposure:	Full Sun / Part Shade		
Moisture:	Medium		
Salt Tolerance:	Moderate		
Soil Tolerance:	Prefers well drained soil		
pH Preference:	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color:	Blue / Purple		
Bloom Time:	May to September		
Fruits: No	Persistence:	N/A	
Leaf Color:	Gray - Green		
Fall Color:	None		
Winter Interest:	None		
Tolerances:	Deer Tolerant		
	Drought Tolerant		
Notes of Interest:	Fragrant		

KKC *Kit Kat Catmint*  
 Perennial (Herbaceous)



**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A SITE PLAN, EXTERIOR APPEARANCE PLANS, DESIGN REVIEW PERMIT AND SIGN PERMITS FOR EXTERIOR CHANGES TO AN EXISTING CONVENIENCE STORE BUILDING AND GAS STATION CANOPY AT 149 E. OGDEN AVENUE**

**WHEREAS**, the Village of Hinsdale has received an application (the "Application") for site plan approval, exterior appearance plan approval, a design review permit, and a sign permits for exterior modifications to the existing convenience store building and gas station canopy, and to allow for the installation of a new wall sign, canopy sign, and sign face on the existing ground sign located at 149 E. Ogden Avenue, Hinsdale, Illinois (the "Subject Property"), from the PRIDE Stores (the "Applicant"); and

**WHEREAS**, the Subject Property is located in the Village's B-3 General Business Zoning District and is currently improved with a convenience store and gas station. The Applicant proposes various changes, including repainting the metal roof to a black color, removing the existing green fabric awnings and installing new wood cedar pergola awnings, completing upgrades to the existing gas station canopy structure and light band, installing new wall signage, and modifying the existing monument sign (collectively, the "Proposed Improvements"); and

**WHEREAS**, the Application was considered by the Village of Hinsdale Plan Commission at a public hearing held on August 11, 2021. The Plan Commission determined that the various standards set forth in the Hinsdale Zoning Code had been met, and recommended approval of the Application by the Board of Trustees on a vote of five (5) in favor, zero (0) against, and four (4) absent. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings of Fact and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-604, 11-605, 11-606 and 11-607 of the Hinsdale Zoning Code governing site plans, exterior appearance plans, design review permits and sign permits, subject to the conditions stated in this Ordinance in Section 3 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 this Ordinance by this reference as findings of the President and Board of Trustees.

**SECTION 2: Approval of Site Plan, Exterior Appearance Plans, Design Review Permit and Sign Permits.** Collectively, the Proposed Improvements are depicted in the various plans, elevations and sign plans attached hereto as **Exhibit B** and made a part hereof. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604, 11-605, 11-606 and 11-607 of the Hinsdale Zoning Code, approves the site plan, exterior appearance plans, design review permit and sign plans subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. **Compliance with Plans.** All work on the Subject Property shall be undertaken only in strict compliance with the approved plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **Landscaping.** The Applicant shall, prior to issuance of by the Village of a Certificate of Completion regarding the improvements at the Subject Property, install additional landscaping and replace any dead or dying landscaping in the plant beds around the base of the monument sign at the intersection of Ogden Avenue and York Road, and in the other landscape beds along both roads, all in conformance with the landscape exhibit attached hereto as **Exhibit C** and made a part hereof.

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

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

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

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

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

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and attested to by the Village Clerk this same day.

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

ATTEST:

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

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

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

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

Date: \_\_\_\_\_, 2021

**EXHIBIT A**

**FINDINGS AND RECOMMENDATION  
(ATTACHED)**



**FINDINGS OF FACT AND RECOMMENDATION  
OF THE HINSDALE PLAN COMMISSION  
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

**APPLICATION:** Case A-12-2021 – 149 E. Ogden Avenue – Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit Review to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of new signage for The Pride of Hinsdale located in the B-3 General Business District

**PROPERTY:** 149 E. Ogden Avenue, Hinsdale, Illinois

**APPLICANT:** The PRIDE Stores

**REQUEST:** Design Review Permit, Exterior Appearance and Site Plan Review, Sign Permit Review

**PLAN COMMISSION (PC) REVIEW:** August 11, 2021

**BOARD OF TRUSTEES 1<sup>ST</sup> READING:** September 7, 2021

**SUMMARY OF REQUEST:** The Village of Hinsdale received an application request from The PRIDE Stores requesting approval of a Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit Review to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of a new wall sign, canopy sign, and sign face on the existing ground sign located at 149 E. Ogden Avenue in the B-3 General Business District

The public hearing notice, application and exhibits, other materials before the Plan Commission are included in Exhibit B.

On August 11, 2021, following the conclusion of the public hearing on this matter, the Plan Commission recommended approval of the Design Review Permit, Exterior Appearance and Site Plan Review, Sign Permit Review by a vote of five (5) in favor, zero (0) opposed, and four (4) absent.

**PUBLIC HEARING SUMMARY AND FINDINGS:** At the public hearing held on August 11, 2021, Dan Soltis with CIMA Developers was present at the meeting to represent the applicant, The PRIDE Stores. Mr. Soltis provided a brief overview of the proposed changes to the building elevations and signage. The proposed changes include repainting the metal roof to a black color, removing the existing green fabric awnings and installing new wood cedar pergola awnings, completing upgrades to the existing gas station canopy structure and light band, installing new wall signage, and modifying the existing monument sign.

The Commissioners asked several questions, including questions related to any changes to landscaping on site, the type of paint proposed for the roof, and the design of the monument sign.

The Commission asked for clarification if any changes were proposed to the landscaping around the monument sign. Mr. Soltis stated that no changes were proposed at this time. It was suggested that more landscaping could be added around the base of the sign.

The Commission expressed support for the reduction to the height of the monument sign and simplified design with fewer sign faces. The proposed changes were considered consistent with what is existing and improves upon it. It was confirmed that the monument sign will be 9 feet tall, which is 6 inches shorter than the existing sign.

There was a discussion on the number of colors allowed on the monument sign. Per the sign code, no sign can use more than three colors, excluding white and black. For this case, it was determined that the number of colors proposed meets code and each of the sign faces were looked at individually.

The Commission asked for additional details on the type of paint proposed for the roof, noting concerns over if the paint would be glossy instead of a matte finish. Mr. Soltis confirmed the paint would be matte, which will not have a shiny appearance.

The Commission asked for additional details on the color of the wood pergola trellis awnings. Mr. Soltis stated the awnings would be a brown, semi-transparent, stained wood color and showed an image of the color to the Commission.

In recommending approval of the Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit, the Plan Commission determined the standards set forth in Section 11-604(F), Section 11-605(E), Section 11-606(F), and Section 11-607(E) of the Village's Zoning Code have been met. Overall, the Commission expressed overall support for the project, noting that the proposed changes would be an improvement to the existing conditions and are visually compatible with the building and the surrounding area.

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

A motion to approve the Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit was made by Commissioner Crnovich and seconded by Commissioner Krillenberger. The vote carried by a roll call vote as follows:

<b>AYES:</b>	Commissioners Crnovich, Curry, Jablonski, Krillenberger and Chairman Cashman
<b>NAYS:</b>	None
<b>ABSTAIN:</b>	None
<b>ABSENT:</b>	Commissioners Fiascone, Hurley, Unell, Willobee

**RECOMMENDATIONS:** Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of five (5) ayes, zero (0) nays, and four (4) absent, recommended to the President and Board of Trustees approval of Case A-12-2021, for 149 E. Ogden Avenue Design Review Permit, Exterior Appearance and Site Plan Review, and Sign Permit Review to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of new signage for The Pride of Hinsdale located in the B-3 General Business District, as submitted.

Signed: Stephen J. Cashman  
Steve Cashman, Chair  
Plan Commission  
Village of Hinsdale

Date: September 14, 2021

**VILLAGE OF HINSDALE  
NOTICE OF PLAN COMMISSION  
PUBLIC HEARING**

**PUBLIC NOTICE IS HEREBY GIVEN** to all persons that the Village of Hinsdale Plan Commission shall conduct a public hearing on Wednesday, August 11, 2021 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from The PRIDE Stores for a Design Review Permit in conjunction with an Exterior Appearance / Site Plan Review and Sign Permit Review, to allow for exterior changes to the existing convenience store building and gas station canopy, and to allow for the installation of new signage at 149 E. Ogden Avenue in the B-3 General Business District. This request is known as Case A-12-2021.

Copies of documents relating to the proposed request are on file and available for public inspection during regular Village business hours in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois.

The common address is 149 E. Ogden Avenue, Hinsdale IL, 60521 (PIN: 09-01-202-002) and legally described as follows:

THAT PART OF LOTS 10 AND 11 (EXCEPT THE SOUTHWESTERLY 1/3 OF SAID LOT 11) ALL IN BLOCK 2 IN THE TOWN OF FULLERSBURG IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 14, 1852 AS DOCUMENT NO. 6172 AND RE-RECORDED APRIL 9, 1929 AS DOCUMENT NO. 277264, TAKEN AS A TRACT DESCRIBED AS FOLLOWS: (THE EASTERLY LINE OF THE AFORESAID LOT 10 IS CONSIDERED AS BEARING NORTH 28 DEGREES 30 MINUTES 00 SECONDS WEST) COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID LOT 10, DISTANT 12.00 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF (SAID POINT BEING THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR THE USE OF THE DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED DATED JANUARY 3, 1979 AND RECORDED JUNE 20, 1979 AS DOCUMENT R79-51990); THENCE CONTINUING NORTH 28 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 10 (SAID LINE BEING ALSO THE WESTERLY LINE OF YORK ROAD), FOR A DISTANCE OF 166.99 FEET TO A POINT; THENCE SOUTH 56 DEGREES 00 MINUTES 10 SECONDS WEST ALONG A LINE, FOR A DISTANCE OF 221.74 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHWESTERLY 1/3 OF SAID LOT 11 THAT IS 182.20 FEET NORTHERLY OF THE SOUTHERLY LINE OF THE AFORESAID LOT 11 (BEING THE NORTHERLY LINE OF OGDEN AVENUE); THENCE SOUTH 34 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE AFORESAID EASTERLY LINE OF THE SOUTHWESTERLY 1/3 OF LOT 11 A DISTANCE 182.20 FEET TO A POINT IN THE NORTHERLY LINE OF THE AFORESAID OGDEN AVENUE; THENCE NORTH 54 DEGREES 52 MINUTES 00 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE AFORESAID LOTS 10 AND 11) BEING THE NORTHERLY LINE OF THE AFORESAID OGDEN AVENUE), FOR A DISTANCE OF 189.96 FEET TO A POINT DISTANT 12.00 FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 13 DEGREES 11 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR A DISTANCE OF 17.92 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

At said public hearing, the Plan Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including the granting of any necessary special permits, variations, other special approvals, or amendments to the Zoning Code that may be necessary or convenient to permit development of the proposed type at the described property. All interested persons are invited to attend and be heard.

Dated: July 19, 2021

Christine M. Bruton, Village Clerk

To be published in the Hinsdalean on July 22, 2021

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DU PAGE )

BEFORE THE VILLAGE OF HINSDALE  
PLAN COMMISSION

In the Matter of: )  
 )  
Case A-12-2021 )  
149 East Ogden Avenue. )

REPORT OF PROCEEDINGS had and testimony taken at the Public Hearing of the above-entitled matter before the Hinsdale Plan Commission at 19 East Chicago Avenue, Hinsdale, Illinois, on the 11th day of August, 2021, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;

MS. JULIE CRNOVICH, Member;

MS. CYNTHIA CURRY, Member;

MR. GERALD JABLONSKI, Member; and

MR. JIM KRILLENBERGER, Member.

<p style="text-align: right;">2</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMON, Village Planner;</p> <p>3 MR. DAN SOLTIS, Applicant.</p> <hr/> <p>5</p> <p>6 CHAIRMAN CASHMAN: Next order of</p> <p>7 business is our Public Hearing, Case A-12-2021</p> <p>8 for 149 East Ogden Avenue, the design and use</p> <p>9 permit, exterior appearance and site plan review</p> <p>10 and sign permit review to allow exterior changes</p> <p>11 to the existing convenience store building and</p> <p>12 gas station canopy and to allow for the</p> <p>13 installation of new signage for The Pride of</p> <p>14 Hinsdale located in the B-3 general business</p> <p>15 district.</p> <p>16 Is someone here representing the</p> <p>17 applicant? Welcome. You need to come up here.</p> <p>18 (WHEREUPON, Mr. Dan Soltis was</p> <p>19 administered the oath.)</p> <p>20 MR. SOLTIS: Dan Soltis, S-o-l-t-i-s,</p> <p>21 30W180 Butterfield Road, Warrenville.</p> <p>22 CHAIRMAN CASHMAN: Welcome. Give us an</p>	<p style="text-align: right;">4</p> <p>1 modification to the MID sign, the corner sign.</p> <p>2 In many of our sites, and probably all of them</p> <p>3 in the last six months, were -- BP allowed us to</p> <p>4 actually change some of the hierarchy and now we</p> <p>5 want to promote The PRIDE signs, the brand. So</p> <p>6 we are flip flopping the hierarchy on those on</p> <p>7 many of our sites, including the proposal of the</p> <p>8 one tonight. So I can go into that a little bit</p> <p>9 more as we get into some of the exhibits.</p> <p>10 And the third item is the -- we are</p> <p>11 also reimaging the canopy fascias to BP's newest</p> <p>12 version. That includes basically just an</p> <p>13 improvement. It's the exact same green LED</p> <p>14 lighting. It's just made a little differently</p> <p>15 from the housing and things like that, but</p> <p>16 there's no change in the ambient light. There's</p> <p>17 no change in the amperage on the new lighting.</p> <p>18 There's no change to the illumination. There's</p> <p>19 no change to any of those features of the new</p> <p>20 lighting. But I do have a photo of that new</p> <p>21 lighting.</p> <p>22 We just finished our site in St.</p>
<p style="text-align: right;">3</p> <p>1 overview of the project.</p> <p>2 MR. SOLTIS: Sure. My name is Dan</p> <p>3 Soltis, I'm with CIMA Developers. CIMA</p> <p>4 Developers is a real estate development on The</p> <p>5 PRIDE Stores so I report to ownership. We are</p> <p>6 part of Parent Petroleum. We have owned this</p> <p>7 site for over ten years now. So if you are</p> <p>8 familiar with it, you have seen we have been in</p> <p>9 front of this commission probably three or four</p> <p>10 times now with some of the expansion and</p> <p>11 improvements we have done over there.</p> <p>12 Tonight's presentation is basically</p> <p>13 to continue that. We would like to make</p> <p>14 building improvements on the exterior, which</p> <p>15 would include painting of the existing</p> <p>16 convenient store roof to black, removing the</p> <p>17 green old faded awnings and putting in new wood</p> <p>18 cedar pergola trellis stained cordova brown and</p> <p>19 removing The PRIDE sign in our front window and</p> <p>20 then adding a new one on the fascia on that side</p> <p>21 of the building.</p> <p>22 We also are proposing the</p>	<p style="text-align: right;">5</p> <p>1 Charles, Illinois. With that we reimaged</p> <p>2 Cicero, Lake County, our PRIDE of Lake County</p> <p>3 site, so we are doing those all in the next year</p> <p>4 so this one is on the docket as well. So I'm</p> <p>5 here to answer any questions and hopefully, make</p> <p>6 it as clear as we can.</p> <p>7 CHAIRMAN CASHMAN: Julie, any questions</p> <p>8 for the applicant?</p> <p>9 MS. CRNOVICH: I have a question.</p> <p>10 Well, first of all, the logo, I like how that's</p> <p>11 going to be further down on the sign. I think</p> <p>12 that looks nicer.</p> <p>13 Is there any plans for landscaping.</p> <p>14 MR. SOLTIS: For the MID sign?</p> <p>15 MS. CRNOVICH: Yes, for the ground</p> <p>16 sign.</p> <p>17 MR. SOLTIS: We aren't changing any of</p> <p>18 that sign. We didn't propose anything. I don't</p> <p>19 believe I included anything additional on that.</p> <p>20 I know I have a landscape plan somewhere in</p> <p>21 here. I can make sure what's on the current</p> <p>22 landscape plan is in.</p>

<p style="text-align: center;">6</p> <p>1 MS. CRNOVICH: Just maybe something to</p> <p>2 the sign. Other than that, you are just</p> <p>3 replacing a lot of the other signs?</p> <p>4 MR. SOLTIS: Yes. So for the MID sign</p> <p>5 all we are doing is taking the BP from the top,</p> <p>6 moving it down and we are bringing in a new</p> <p>7 PRIDE sign in that location.</p> <p>8 MS. CRNOVICH: I think that looks</p> <p>9 better and the ground sign will be a little</p> <p>10 lower; correct?</p> <p>11 MR. SOLTIS: Correct.</p> <p>12 MS. CRNOVICH: So how tall will the</p> <p>13 ground sign be?</p> <p>14 CHAIRMAN CASHMAN: It's reduced about 6</p> <p>15 inches in height.</p> <p>16 MR. SOLTIS: Let me head over to the</p> <p>17 MID sign. So right now it's currently 9'6" and</p> <p>18 we are going to be reducing the height to 9</p> <p>19 feet.</p> <p>20 So the 9'6" was approved back in</p> <p>21 2011, I believe. So we are removing the small</p> <p>22 PRIDE oval and then simplifying the sign with</p>	<p style="text-align: center;">8</p> <p>1 What's the guidance about colors on</p> <p>2 signage, number of colors on it? Black and</p> <p>3 white don't count, and maybe this was</p> <p>4 grandfathered, but you have the blue in the</p> <p>5 PRIDE and the green and the yellow and then a</p> <p>6 second shade of green. Is that something that's</p> <p>7 under consideration? I think it looks fine but</p> <p>8 I want to make sure that we are not setting a</p> <p>9 precedent.</p> <p>10 MS. CRNOVICH: I consider it two</p> <p>11 different signs. I consider The PRIDE one sign</p> <p>12 and the logo a second sign. White does not</p> <p>13 count, black does not count, so I think we are</p> <p>14 okay.</p> <p>15 MR. KRILLENBERGER: That's fine with</p> <p>16 me.</p> <p>17 MS. CRNOVICH: That's just how I looked</p> <p>18 at it.</p> <p>19 CHAIRMAN CASHMAN: When I saw it, I</p> <p>20 thought it's just three plus white.</p> <p>21 MS. CRNOVICH: Correct.</p> <p>22 MR. KRILLENBERGER: Well, the Amita</p>
<p style="text-align: center;">7</p> <p>1 the two-branded panels that we are showing</p> <p>2 there, the one new one and the one in the</p> <p>3 drawing.</p> <p>4 MS. CRNOVICH: I like the new sign much</p> <p>5 better, it's simplified and I like the logo in</p> <p>6 the middle.</p> <p>7 MR. SOLTIS: Right. So like I said,</p> <p>8 the push has been really promote the PRIDE as a</p> <p>9 brand, the urban counter is doing great, we are</p> <p>10 really proud of that. So I think we have</p> <p>11 established ourselves there. So I think that</p> <p>12 was some of the thinking behind that.</p> <p>13 CHAIRMAN CASHMAN: Any more?</p> <p>14 MS. CRNOVICH: No, that's it.</p> <p>15 CHAIRMAN CASHMAN: Jerry?</p> <p>16 MR. JABLONSKI: I don't have anything.</p> <p>17 It's about as attractive as a convenient store</p> <p>18 can be.</p> <p>19 MR. SOLTIS: Have you been to some of</p> <p>20 our newer built ones?</p> <p>21 MR. KRILLENBERGER: I do have a</p> <p>22 question.</p>	<p style="text-align: center;">9</p> <p>1 sign we gave them a lot of grief because they</p> <p>2 had shades of colors.</p> <p>3 CHAIRMAN CASHMAN: That was a whole</p> <p>4 spectrum and that was eliminated to the three</p> <p>5 colors.</p> <p>6 MR. KRILLENBERGER: Right. So I just</p> <p>7 don't want someone to come along and say BP has</p> <p>8 four, we should have five.</p> <p>9 CHAIRMAN CASHMAN: All I see is three.</p> <p>10 MR. KRILLENBERGER: And then do you</p> <p>11 consider this one sign, it's the same square</p> <p>12 footage as the existing layout and all the</p> <p>13 square footage are taken together we asked about</p> <p>14 the total height of the sign. I don't want to</p> <p>15 be over-persnickety, that's really not my way.</p> <p>16 MS. SALMON: I don't know how this has</p> <p>17 been handled in the past. It does say -- the</p> <p>18 code says the three color per sign, but it</p> <p>19 clearly was approved in the past, as you can see</p> <p>20 the existing sign, so there must have been an</p> <p>21 interpretation in the past to allow those sign</p> <p>22 faces to have different colors and I think</p>

<p style="text-align: center;">10</p> <p>1 there's under three within each sign face. The</p> <p>2 question is: Is that one sign? I don't think</p> <p>3 the code necessarily specifies.</p> <p>4 MS. CRNOVICH: I would consider it to</p> <p>5 be like the brick to be like background which</p> <p>6 isn't counted. Just like technically in the</p> <p>7 church, it's kind of like they have three signs</p> <p>8 on their structure, three different signs.</p> <p>9 MR. KRILLENBERGER: Okay. Well, I</p> <p>37 44 28PM 10 think it looks great. The best looking</p> <p>11 convenient store sign we have ever seen, but</p> <p>12 just wanted to make sure that the next people</p> <p>13 that come along.</p> <p>14 MS. CRNOVICH: Well, I believe it's</p> <p>15 two.</p> <p>16 MR. KRILLENBERGER: I think we came to</p> <p>17 the conclusion they --</p> <p>18 CHAIRMAN CASHMAN: There's been other</p> <p>19 signs that have come to the village that were</p> <p>37 44 54PM 20 done with a rainbow and we basically pointed out</p> <p>21 to them, that doesn't fly.</p> <p>22 MR. KRILLENBERGER: Okay. If we can</p>	<p style="text-align: center;">12</p> <p>1 MS. CURRY: I just hate to see a shiny</p> <p>2 black.</p> <p>3 MR. KRILLENBERGER: Agree.</p> <p>4 MS. CURRY: My other question is about</p> <p>5 the wood. Is there a treated lumber painted</p> <p>6 pergola? It looks to be a wood color, stained</p> <p>7 wood.</p> <p>8 MR. SOLTIS: Yes. It's a cedar semi-</p> <p>9 transparent stain Behr cordova brown. I do have</p> <p>37 45 53PM 10 the color. I can just look for it real quick.</p> <p>11 MS. CURRY: That's all right. You can</p> <p>12 kind of see it in the drawing.</p> <p>13 MR. SOLTIS: Yes. I tried to match it</p> <p>14 up in there. It's the middle one. I don't know</p> <p>15 if anybody can see that. (Indicating.)</p> <p>16 MS. CURRY: Okay. Good. Nice.</p> <p>17 CHAIRMAN CASHMAN: Any other questions?</p> <p>18 MR. KRILLENBERGER: There's going to be</p> <p>19 seating area, right?</p> <p>37 47 27PM 20 MR. SOLTIS: We already do have the</p> <p>21 seating area along the west side. So I'll pull</p> <p>22 up what we are talking about, the elevations</p>
<p style="text-align: center;">11</p> <p>1 acknowledge or recognize so it doesn't come up</p> <p>2 in the future that this appears to be two</p> <p>3 separate signs. Again, this is not my role to</p> <p>4 be persnickety but I do know that other people</p> <p>5 will come up and say, look at that sign. But</p> <p>6 it's lovely.</p> <p>7 MR. SOLTIS: Thank you.</p> <p>8 CHAIRMAN CASHMAN: Cynthia?</p> <p>9 MS. CURRY: I agree. I think it's much</p> <p>37 45 31PM 10 improved. I think being a gateway between our</p> <p>11 two communities (Inaudible). Two quick</p> <p>12 questions.</p> <p>13 The black on the roofing, is that a</p> <p>14 dull black? It's not going to be shiny black,</p> <p>15 is it, the metal roofing? I know it's black and</p> <p>16 I saw the paint color and it seems in the</p> <p>17 drawing to be a matte.</p> <p>18 MR. SOLTIS: Yes, it is a matte. It is</p> <p>19 a matte. I'll confirm that. It's a Benjamin</p> <p>37 45 33PM 20 Moore black matte. It doesn't have matte</p> <p>21 clarified on the drawing. I can -- ownership --</p> <p>22 I can text them while I'm here right now.</p>	<p style="text-align: center;">13</p> <p>1 here.</p> <p>2 CHAIRMAN CASHMAN: While you are</p> <p>3 pulling that up, it's interesting, I never</p> <p>4 realized that PRIDE was on that original sign,</p> <p>5 it's very small.</p> <p>6 MR. SOLTIS: Oh, on the MID sign, on</p> <p>7 the corner sign?</p> <p>8 CHAIRMAN CASHMAN: Yes. I didn't even</p> <p>9 know it was there. It's tucked in there.</p> <p>37 48 01PM 10 MR. SOLTIS: As I mention, we have that</p> <p>11 same oval in many of our locations and we are</p> <p>12 changing all of them.</p> <p>13 CHAIRMAN CASHMAN: Okay. I can see</p> <p>14 why. I think it's an improvement. It was an</p> <p>15 improvement back when this was originally done</p> <p>16 and now we are taking it another step and I</p> <p>17 think it looks really nice.</p> <p>18 MR. SOLTIS: Thank you.</p> <p>19 MS. CRNOVICH: Thank you for such a</p> <p>37 48 35PM 20 thorough application. You gave us more than</p> <p>21 what we needed and usually, otherwise we would</p> <p>22 be asking a lot of questions. This was very</p>



1 well done. Thank you.  
 2 MR. SOLTIS: Okay. Fine. Thank you.  
 3 CHAIRMAN CASHMAN: Thank you.  
 4 Do I have a motion to approve Case  
 5 A-12-2021 for 149 East Ogden Avenue, design  
 6 review permit, exterior appearance and site  
 7 permit review and sign permit review as  
 8 submitted?

9 MS. CRNOVICH: So moved.

10 MR. JABLONSKI: Second.

11 CHAIRMAN CASHMAN: Can we take a roll  
 12 call vote, please, Bethany?

13 MS. SALMON: Commissioner Curry?

14 MS. CURRY: Aye.

15 MS. SALMON: Commissioner Krillenberger?

16 MR. KRILLENBERGER: Aye.

17 MS. SALMON: Commissioner Jablonski?

18 MR. JABLONSKI: Aye.

19 MS. SALMON: Commissioner Crnovich?

20 MS. CRNOVICH: Aye.

21 MS. SALMON: Chairman Cashman?

22 CHAIRMAN CASHMAN: Aye.

1 Thank you very much. Good luck.

2 MR. SOLTIS: Thank you.

3 CHAIRMAN CASHMAN: What's the time  
 4 frame on getting the work done?

5 MR. SOLTIS: I think as soon as  
 6 possible. So hopefully if the process goes as  
 7 planned, we will have everything ordered up and  
 8 hopefully starting.

9 CHAIRMAN CASHMAN: Great. Look forward  
 10 to it. Good luck.

11 MR. KRILLENBERGER: Lower gas prices.

12 MR. SOLTIS: I can't control that.

13 CHAIRMAN CASHMAN: Do I hear a motion  
 14 to close the Public Hearing?

15 MR. KRILLENBERGER: So moved.

16 MS. CURRY: Second.

17 CHAIRMAN CASHMAN: All in favor, say aye.

18 (All aye.)

19 Motion carried.

20 (WHICH, were all of the proceedings  
 21 had, evidence offered or received  
 22 in the above entitled cause.)

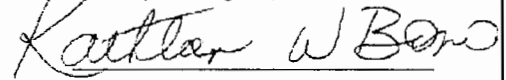
STATE OF ILLINOIS )

) ss:

COUNTY OF DU PAGE )

I, KATHLEEN W. BONO, Certified  
 Shorthand Reporter, Notary Public in and for the  
 County DuPage, State of Illinois, do hereby  
 certify that previous to the commencement of the  
 examination and testimony of the various  
 witnesses herein, they were duly sworn by me to  
 testify the truth in relation to the matters  
 pertaining hereto; that the testimony given by  
 said witnesses was reduced to writing by means  
 of shorthand and thereafter transcribed into  
 typewritten form; and that the foregoing is a  
 true, correct and complete transcript of my  
 shorthand notes so taken aforesaid.

IN TESTIMONY WHEREOF I have  
 hereunto set my hand and affix my electronic  
 signature this 23rd day of August, A.D. 2021.



KATHLEEN W. BONO

C.S.R. No. 84-1423

Notary Public, DuPage County

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		<p><b>tall</b> [1] - 6:12  <b>technically</b> [1] - 10:6  <b>ten</b> [1] - 3:7  <b>testify</b> [1] - 16:9  <b>testimony</b> [3] - 1:8, 16:7, 16:10  <b>TESTIMONY</b> [1] - 16:16  <b>text</b> [1] - 11:22  <b>THE</b> [1] - 1:3  <b>thereafter</b> [1] - 16:12  <b>thinking</b> [1] - 7:12  <b>third</b> [1] - 4:10  <b>thorough</b> [1] - 13:20  <b>three</b> [8] - 3:9, 8:20, 9:4, 9:9, 9:18, 10:1, 10:7, 10:8  <b>together</b> [1] - 9:13  <b>tonight</b> [1] - 4:8  <b>tonight's</b> [1] - 3:12  <b>top</b> [1] - 6:5  <b>total</b> [1] - 9:14  <b>transcribed</b> [1] - 16:12  <b>transcript</b> [1] - 16:14  <b>transparent</b> [1] - 12:9  <b>treated</b> [1] - 12:5  <b>trellis</b> [1] - 3:18  <b>tried</b> [1] - 12:13  <b>true</b> [1] - 16:14  <b>truth</b> [1] - 16:9  <b>tucked</b> [1] - 13:9</p>	<p><b>Warrenville</b> [1] - 2:21  <b>welcome</b> [2] - 2:17, 2:22  <b>west</b> [1] - 12:21  <b>WHEREOF</b> [1] - 16:16  <b>WHEREUPON</b> [1] - 2:18  <b>WHICH</b> [1] - 15:20  <b>white</b> [3] - 8:3, 8:12, 8:20  <b>whole</b> [1] - 9:3  <b>window</b> [1] - 3:19  <b>witnesses</b> [2] - 16:8, 16:11  <b>wood</b> [4] - 3:17, 12:5, 12:6, 12:7  <b>writing</b> [1] - 16:11</p>
<b>S</b>			<b>Y</b>
<p><b>sALMON</b> [5] - 14:13, 14:15, 14:17, 14:19,</p>			<p><b>year</b> [1] - 5:3  <b>years</b> [1] - 3:7  <b>yellow</b> [1] - 8:5</p>

**EXHIBIT B**

**APPROVED SITE PLAN, BUILDING ELEVATIONS AND SIGN PLANS  
(ATTACHED)**



VILLAGE  
OF HINSDALE

VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT

PLAN COMMISSION APPLICATION

**I. GENERAL INFORMATION**

<b>Applicant</b>
Name: <u>The PRIDE Stores</u>
Address: <u>149 E Ogden Ave</u>
City/Zip: <u>Hinsdale 60521</u>
Phone/Fax: ( <u>630</u> ) <u>791-8282</u> / <u>791-8283</u>
E-Mail: <u>mspina@parentpetroleum.com</u>

<b>Owner</b>
Name: <u>The PRIDE Stores</u>
Address: <u>30W180 Butterfield Road</u>
City/Zip: <u>Warrenville, IL 60555</u>
Phone/Fax: ( <u>630</u> ) <u>7918282</u> / <u>7918283</u>
E-Mail: <u>mspina@parentpetroleum.com</u>

<b>Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)</b>
---

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

<b>Disclosure of Village Personnel:</b> (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) _____
2) _____
3) _____

## II. SITE INFORMATION

Address of subject property: 149 E Ogden Ave

Property identification number (P.I.N. or tax number): 09 - 01 - 201 - 011

Brief description of proposed project: Paint Roof Black, replace Awnings with Wood Pergolas, install new  
wall sign over pergola, update image on canopy, modify street sign

General description or characteristics of the site: Gas Station, Convenience Store, Restaurant

Existing zoning and land use: B3 General Business District

Surrounding zoning and existing land uses:

North: O-2 Limited Office District

South: B-3 General Business District

East: O-3 General Office District

West: O-2 Limited Office District

Proposed zoning and land use: No Zoning Change Requested

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

☐ Site Plan Approval 11-604

☒ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E  
Special Use Requested: \_\_\_\_\_

☐ Map and Text Amendments 11-601E  
Amendment Requested: \_\_\_\_\_

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business  
District Questionnaire

## TABLE OF COMPLIANCE

Address of subject property: 149 E. OLDEN AVE, HINSDALE, IL

The following table is based on the B3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	6,250 SF	31,722 SF - EXISTING
Minimum Lot Depth	125'	189.9' - EXISTING
Minimum Lot Width	50'	166.9' - EXISTING
Building Height	30'	18' - EXISTING
Number of Stories	2	1
Front Yard Setback	25'	86.1' - EXISTING
Corner Side Yard Setback	25' (100' FROM OLDEN CL)	120' - EXISTING
Interior Side Yard Setback	10'	8.3' - EXISTING
Rear Yard Setback	20'	45' - EXISTING
Maximum Floor Area Ratio (F.A.R.)*	.5	—
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	90	—
Parking Requirements	* NO CHANGE	18
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: \_\_\_\_\_

\* NO PROPOSED CHANGES TO THE BULK REQUIREMENTS LISTED ABOVE

\* EXISTING CALCULATIONS. NO CHANGES.

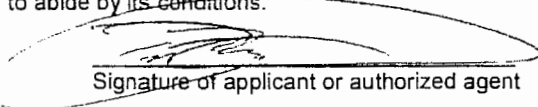


## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 20<sup>th</sup> day of May, 2021, I/We have read the above certification, understand it, and agree to abide by its conditions.

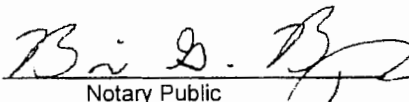
  
Signature of applicant or authorized agent

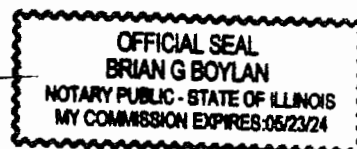
Marzo Spina  
Name of applicant or authorized agent

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

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

SUBSCRIBED AND SWORN  
to before me this 20 day of  
May, 2021.

  
Notary Public



**VILLAGE OF HINSDALE**  
**DESIGN REVIEW PERMIT APPLICATION**

Name of Applicant:

THE PRIDE STORES

Address of Subject Property:

149 E. OLSEN AVE

If Applicant is not property owner, Applicant's relationship to property owner.

TENANT / SAME OWNERS, DIFFERENT COMPANIES

Name of Property Owner:

CIMA DEVELOPERS LP

Brief description of what application requests:

EXTERIOR REMODEL, SIGN  
MODIFICATION, CANOPY IMAGE UPGRADE

**\*\*\* FOR OFFICE USE ONLY \*\*\***

Date application received: \_\_\_\_\_

Date application complete: \_\_\_\_\_

Assigned application number: \_\_\_\_\_

Date initially considered by Plan Commission: \_\_\_\_\_

Date of legal notice: \_\_\_\_\_

Date of public hearing: \_\_\_\_\_

Date of ZPS Committee review: \_\_\_\_\_

Date of Board of Trustees review: \_\_\_\_\_

Final Decision:      ☐ Approved      ☐ Denied      ☐ Date

Applicant must complete **all** sections of this application. Failure to complete any section of this application will result in a delay in the consideration of this 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 place.

#### I. APPLICANT INFORMATION

1. **Owner.** Name, address, and telephone number of owner: THE PRIDE STORES  
30 W/180 BUTTERFIELD RD. WARRENVILLE, IL 60555 (630) 791-8282
2. **Trustee Disclosure.** In the case of a land trust, the name, address, and telephone number of all trustees and beneficiaries of the trust: \_\_\_\_\_  
N/A
3. **Applicant:** Name, address, and telephone number of applicant, if different from owner, and applicant's interest in the subject property: SAME AS OWNER
4. **Consultants.** Name and address of each professional consultant advising applicant with respect to this application:
  - a. Attorney: N/A
  - b. Engineer: \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
2. **Village Personnel.** Name and address of any officer or employee of the Village with an interest in the owner, the applicant, or the subject property, and the nature and extent of that interest:
  - a. N/A
  - b. \_\_\_\_\_

## II. SUBJECT PROPERTY INFORMATION

5. **Subject Property.** Address of the subject property:

149 E. OLIVEN AVE  
(Please attach the legal description of the property as Exhibit "A")

6. **Present zoning classification:** B 3

7. **Current square footage of subject project:** 31,722

8. **Current use of subject property:**

Principal use: (i.e., residential, retail, service)

GAS STATION . CONVENIENCE STORE . RESTAURANT

Square footage devoted to this use: \_\_\_\_\_

Secondary use: \_\_\_\_\_

Square footage devoted to this use: \_\_\_\_\_

Additional Use: \_\_\_\_\_

(If more than three uses exist, please attach an additional sheet.)

9. **Proposed use of subject property; if different from current use:**

—

10. **Standard Industrial Classification (SIC) number of proposed use:**

(This number can be obtained at the Village's Public Services Office.)

—

11. **Square footage to be devoted to proposed use:** \_\_\_\_\_

12. 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 Code.

## TABLE OF COMPLIANCE

Address of subject property: 149 E. OLDEN AVE, HINSDALE, IL

The following table is based on the B3 Zoning District.

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Number of Stories	2	1 - EXISTING
Front Yard Setback	25'	86.1' - EXISTING
Corner Side Yard Setback	25' (100' FROM OLDEN C.L.)	120' - EXISTING
Interior Side Yard Setback	10'	8.3' - EXISTING
Rear Yard Setback	20'	45' - EXISTING
Maximum Floor Area Ratio (F.A.R.)*	.5	—
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	90	—
Parking Requirements	* NO CHANGE	18 - EXISTING
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: \_\_\_\_\_

\* NO PROPOSED CHANGES TO THE BULK REQUIREMENTS LISTED ABOVE

\* EXISTING CALCULATIONS. NO CHANGES.

### III. CRITERIA FOR A DESIGN REVIEW PERMIT

The regulations of the Design Review Overlay District are intended to promote the historic and architectural qualities of the Village and thereby preserve the distinctive character of the Village. Below is a list of criteria which may be used in determining if a structure or use of a structure is consistent with the goals of this district. Please respond to each as it relates to this application.

14. Special Character. To effect and accomplish the protection, enhancement, perpetuation, and use of improvements and areas of special character or special historic and aesthetic interest or value which represent or reflect elements of the Village's cultural, social, economic, political, and architectural history or distinction. YES. THE PROPOSED CHANGES WILL ENHANCE THE BUILDING AND ADD TO THE SPECIAL CHARACTER AND AESTHETICS OF THE VILLAGE.
15. Local Atmosphere. To maintain the local, "small town" atmosphere of various residential and business areas within the Village. YES. THE PROPOSED CHANGES WILL CREATE MORE CHARM TO MAINTAIN AND ENHANCE THE VILLAGE'S SMALL TOWN ATMOSPHERE
16. Compatibility. To insure compatibility of new development with the existing characteristics of the area. THE IMPROVEMENTS WILL ENSURE COMPATIBILITY WITH THE EXISTING CHARACTERISTICS OF THE AREA
17. Transitional Areas. To protect sensitive areas of transition from one land use to another. THE IMPROVEMENTS WILL CONTINUE TO PROTECT AREAS OF TRANSITION
18. Attractiveness. To protect and enhance the Village's attractiveness to visitors and the support and stimulus to local business provided thereby. THE IMPROVEMENTS WILL SERVE TO PROTECT AND ENHANCE THE VILLAGE'S ATTRACTIVENESS TO VISITORS AND SUPPORT TO LOCAL BUSINESS
19. Strong Economy. To strengthen the economy of the Village. THE IMPROVEMENTS ARE ANTICIPATED TO HELP INCREASE SALES
20. Education, Pleasure, and Welfare. To promote the use of areas within the Design Review District for the education, pleasure, and welfare of the residents of the Village. THE SITE WILL CONTINUE TO SERVE THE COMMUNITY AS AN EXISTING AMENITY

#### IV. NEW STRUCTURES

If the application requests a new structure, fill in this section completely. Please respond to each of the statements below as it relates to the proposed building. (If the application is for a change in use, disregard this section.)

21. Open Spaces. The quality of the open spaces between buildings and in setback spaces between street and facade.

THE OPEN SPACES AND SETBACKS WILL NOT BE AFFECTED

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

THE WOOD PERGOLAS WILL PROMOTE A NATURAL LOOK AND CREATE MORE CHARACTER AND CHARM TO THE BUILDING

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

THE ADDED ENHANCEMENTS TO THE BUILDING WILL BLEND IN MORE WITH THE VILLAGE'S SPECIAL CHARACTER

24. General Site Development. The quality of the site development in terms of landscaping, recreation, pedestrian access, automobile 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 PROPOSED IMPROVEMENTS WILL NOT AFFECT THE QUALITY OF THE SITE'S DEVELOPMENT FEATURES

25. Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

THE HEIGHT OF THE EXISTING BUILDING WILL NOT BE ALTERED AND IS CURRENTLY VISUALLY COMPATIBLE WITH ADJACENT BUILDINGS

26. Proportion of Front Facade. The relationship of the width of the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

- THE FRONT FACADE OF THE BUILDING WILL BE ENHANCED BY THE NEW WOOD PERGOLA AND WILL BE VISUALLY COMPATIBLE WITH BUILDINGS, PUBLIC WAYS, AND PLACES IT IS VISUALLY RELATED. NO MAJOR CHANGES TO BULK OF FACADE.
27. Proportion of Openings. The relationship of the width to height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

- THE IMPROVEMENTS WILL NOT AFFECT THE CURRENT HEIGHT OR WIDTH OF THE WINDOWS AND WILL REMAIN VISUALLY COMPATIBLE WITH BUILDINGS, PUBLIC WAYS, AND PLACES TO WHICH THE BUILDING IS VISUALLY RELATED. NO MAJOR CHANGES TO BULK OF FACADE.
28. Rhythm of Solids to Voids in Front Facades. The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

- THE FRONT FACADE OF THE BUILDING WILL BE ENHANCED AND WILL NOT AFFECT THE RELATIONSHIP OF SOLIDS TO VOIDS IN THE FRONT FACADE AND WILL REMAIN VISUALLY COMPATIBLE WITH BUILDINGS, PUBLIC WAYS, AND PLACES IT IS VISUALLY RELATED.
29. 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.

THE NEW IMPROVEMENTS WILL NOT AFFECT THE RHYTHM OF SPACING AND BUILDINGS ON STREETS

30. 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 NEW IMPROVEMENTS OF THE WOOD PERGOLA WILL BE VISUALLY COMPATIBLE WITH BUILDINGS, PUBLIC WAYS, AND PLACES TO WHICH IT IS VISUALLY RELATED. AND ARE INTENDED TO ENHANCE THE BUILDING.
31. Relationship of Materials and Texture. The relationship of the materials and texture of the facade shall be visually compatible with the predominant materials used in the buildings and structures to which it is visually related.

- QUALITY WOOD PERGOLA MATERIALS WILL BE USED FOR VISUAL COMPATIBILITY, AND THE PROPOSED CHANGES MEET THE BULK REQUIREMENTS OF THE VILLAGE
32. Roof Shapes. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

THE ROOF WILL BE PAINTED BLACK AND SHALL BE VISUALLY COMPATIBLE. NO OTHER PROPOSED CHANGES TO THE ROOF ARE BEING PROPOSED



33. 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 wall of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

THE PROPOSED IMPROVEMENTS WILL NOT AFFECT CONTINUITY  
OF THE EXISTING DEVELOPMENT.

34. 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 IMPROVEMENTS WILL NOT AFFECT THE SCALE OF  
BUILDING.

35. Directional Expression of Front Elevation. A building 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 BUILDING WILL BE VISUALLY COMPATIBLE IN CHARACTER

## V. CERTIFICATION

The applicant certifies that all of the information contained herein is correct to the best of the applicant's knowledge.

The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

36. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
37. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
38. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
39. Location, size, and arrangements of all outdoor signs and lighting.
40. Location and height of fences or screen plantings and the type or kind of building materials or plantings to be used for fencing or screening.
41. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
42. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

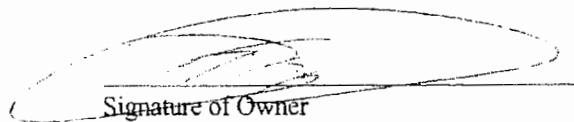
If the applicant fails to provide any of the above information, or any other information requested by the Boards, Commissions, and/or Staff, then the application will not be considered.

The applicant understands that he/she is responsible for all application fees and any other fees which Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

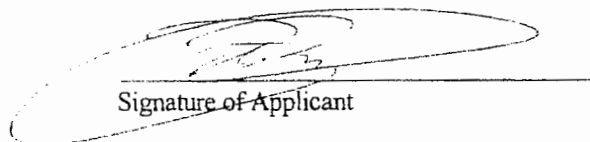
THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST THE SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN 30 DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

I, or we, have read the above certification, understand it, and agree to abide by its conditions.

CIMA DEVELOPERS, L.P.  
Name of Owner

  
Signature of Owner

THE ARCADE STORES, INC.  
Name of Applicant

  
Signature of Applicant

5/26/01  
Date

**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:** The PRIDE Stores

**Owner's name (if different):** \_\_\_\_\_

**Property address:** 149 E Ogden Ave

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

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

**Square footage of property:** 31,722

**Lot area per dwelling:** NA

**Lot dimensions:** 166. x 189

**Current use of property:** Gas Station, Convenience Store, Restaurant

**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:**

Exterior Building Upgrade, Modify Street Sign, Update Canopy Image

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

**Provided:** **Required by Code:**

**Yards:**

**front:** NA \_\_\_\_\_  
**interior side(s)** \_\_\_\_\_ / \_\_\_\_\_ \_\_\_\_\_ / \_\_\_\_\_

## TABLE OF COMPLIANCE

Address of subject property: 149 E. OLDEN AVE, HINSDALE, IL

The following table is based on the B3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	6,250 SF	31,722 SF - EXISTING
Minimum Lot Depth	125'	189.9' - EXISTING
Minimum Lot Width	50'	166.9' - EXISTING
Building Height	30'	18' - EXISTING
Number of Stories	2	1
Front Yard Setback	25'	86.1' - EXISTING
Corner Side Yard Setback	25' (100' FROM OLDEN CL)	120' - EXISTING
Interior Side Yard Setback	10'	8.3' - EXISTING
Rear Yard Setback	20'	45' - EXISTING
Maximum Floor Area Ratio (F.A.R.)*	.5	—
Maximum Total Building Coverage*	N/A	N/A
Maximum Total Lot Coverage*	90	—
Parking Requirements	* NO CHANGE	18
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:

\* NO PROPOSED CHANGES TO THE BULK REQUIREMENTS LISTED ABOVE

\* EXISTING CALCULATIONS. NO CHANGES.

Provided:

Required by Code:

corner side

NA

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

Applicant's printed name

Dated: May 20, 2021.



VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT

**Applicant**

Name: The PRIDE Stores  
Address: 149 E Ogden Ave  
City/Zip: Hinsdale 60521  
Phone/Fax: (630) 791-8282 / 791-8283  
E-Mail: mospina@parentpetroleum.com  
Contact Name: Mario Spina

**Contractor**

Name: Parvin Clauss  
Address: 165 Tubeway Drive  
City/Zip: Carol Stream, 60188  
Phone/Fax: (630) 510-2020 / 668-1802  
E-Mail: kziegler@parvinclauss.com  
Contact Name: Kim Ziegler

**ADDRESS OF SIGN LOCATION:**

**ZONING DISTRICT:** Please Select One

**SIGN TYPE:** Monument Sign ☒

**ILLUMINATION** Internally Illuminated ☒

**Sign Information:**

Overall Size (Square Feet): 44.75 ( 6 x 6'3.75" )

Overall Height from Grade: 9 Ft.

Proposed Colors (Maximum of Three Colors):

- ① Blue Black
- ② White
- ③ Green Yellow

**Site Information:**

Lot/Street Frontage: 365.95

Building/Tenant Frontage: 80

Existing Sign Information:

Business Name: BP

Size of Sign: 27 Square Feet

Business Name: Urban Counter

Size of Sign: 16.5 Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

[Signature]  
Signature of Applicant

5/20/21  
Date

[Signature]  
Signature of Building Owner

5/20/21  
Date

**FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

Total square footage: 0 x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



## **CIMA DEVELOPERS**

30W180 Butterfield Road  
Warrenville, IL 60555  
(630) 653-1700  
Fax: (630) 791-8283

**RE: The PRIDE of Hinsdale- 149 E. Odgen Ave.**

**Monument Sign – Compliance of Standards for proposed modification to existing monument sign**

Section 11-607(F)

3. Standards For Modifications: No modification shall be granted pursuant to this subsection F unless the applicant properly applies for the specific relief required and the applicant establishes compliance with all of the following standards:

(a) General Standard: Carrying out the strict letter of the provisions of section 9-106 of this code would create a particular hardship or a practical difficulty not caused by an act or omission of the applicant.

***The proposed changes to the sign will decrease the height of the sign from 9'6" to 9'0". The 9'6" height was approved by the Village several years ago. We are working within the constraints of the current SF area of the existing sign surface area. The proposed sign design will be consistent with the current sign design, and is consistent with what was approved originally.***

(b) Unusual Physical Limitations: The subject property or the structure on which the sign is proposed to be located is burdened with an unusual physical limitation, such as an irregular shape, unusual geographic location, exceptional topographical feature, or other extraordinary physical condition, that is peculiar to the subject property and that is more than merely an inconvenience or cost consideration to the applicant.

***As mentioned above, we are working within the constraints of the current SF area of the existing sign area. These changes will not affect the overall design of the sign and will remain consistent with current design. Also, the proposed changes will decrease the (previously approved) height of the sign by six inches ( 6" ) . The proposed changes are consistent with what was approved originally.***

(c) Adverse Impacts: The modification, if granted, would have no adverse impact on any abutting or adjacent property and no adverse impact on the essential character of any part of or all of the neighborhood of the subject property.

***The proposed changes will have no adverse affects or impacts on adjacent property, or on the essential character of the neighborhood or subject property.***





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**CIMA DEVELOPERS**

30W180 Butterfield Road  
Warrenville, IL 60555  
(630) 653-1700  
Fax: (630) 791-8283

**The PRIDE of Hinsdale  
149 E. Ogden Ave**

(d) Public Health And Safety: The modification, if granted, would have no adverse impact on, and would not endanger, the public health or safety.

***The proposed sign modification will have no adverse impact and will not endanger the public health or safety.***

(e) Compliance With Permit Standards: The application satisfies the standards of subsection E of this section.

***The application satisfies the standards of Subsection E of this section.***



*The*  
**PRIDE Stores, Inc.**

30W180 Butterfield Road  
Warrenville, IL 60555  
(630) 791-8280

Village of Hinsdale  
19 E Chicago Ave  
Hinsdale, IL 60521

RE: The PRIDE of Hinsdale 149 E Ogden Ave

Honorable Board Members,

We are proposing to make the following Improvements to The PRIDE of Hinsdale located on the North West Corner of Ogden Ave and York Road.

**Canopy** - Update the Canopy to the new BP Image which includes replacing current BP Helios with new LED Version plus replace current Green Light Bar with new LED Green Light Bar.

**Monument Sign** - Replace the current Urban Counter Sign with The PRIDE Sign, then place The PRIDE Sign ontop of the Monument and move the existing BP Sign underneath. The Square Footage of Signage will remain the same plus the overall Height will decrease from 9' 6" to 9'.

**Exterior of Store** - Paint the existing Metal Roof Black, replace the current fabric awnings with Wood Pergolas, install The PRIDE Sign over the wall area above the East Pergola.

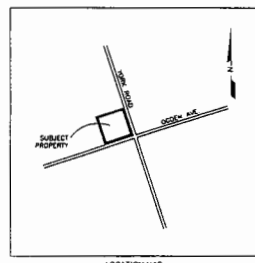
We believe these enhancements will greatly benefit the look of our Business that we have been Owners of for over 11 Years. We are looking forward to working with the Village and appreciate your continued support.

Thank you for your time.

Sincerely,

Mario Spina  
CEO & Owner

*Not Your Typical Convenience Store*

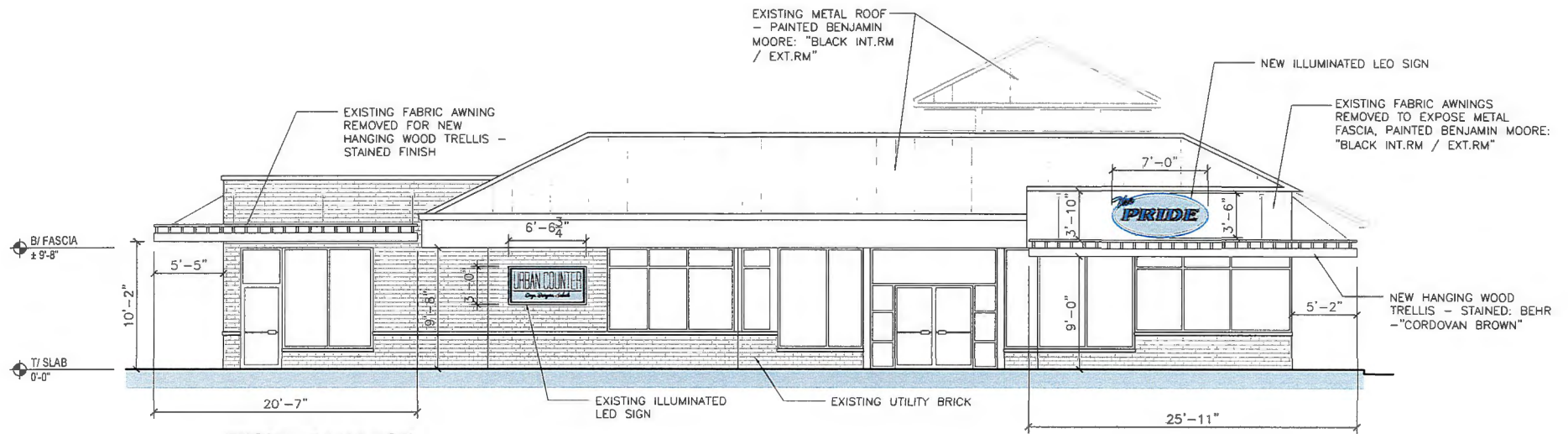


**Bledsoe Riggert Guerrettaz**  
LAND SURVEYING  
1351 West Tepp Road  
Bloomington, Indiana 47403  
P: 812-336-8277  
F: 812-336-8817  
BRS Project No. 00044

SCALE: 1" = 20'	CHKD. / AP'VD:
DATE: OCTOBER 23, 2009	APPROVED:
OWN BY: S.P.P.	SS# 5874
CHKD BY: B.E.B.	

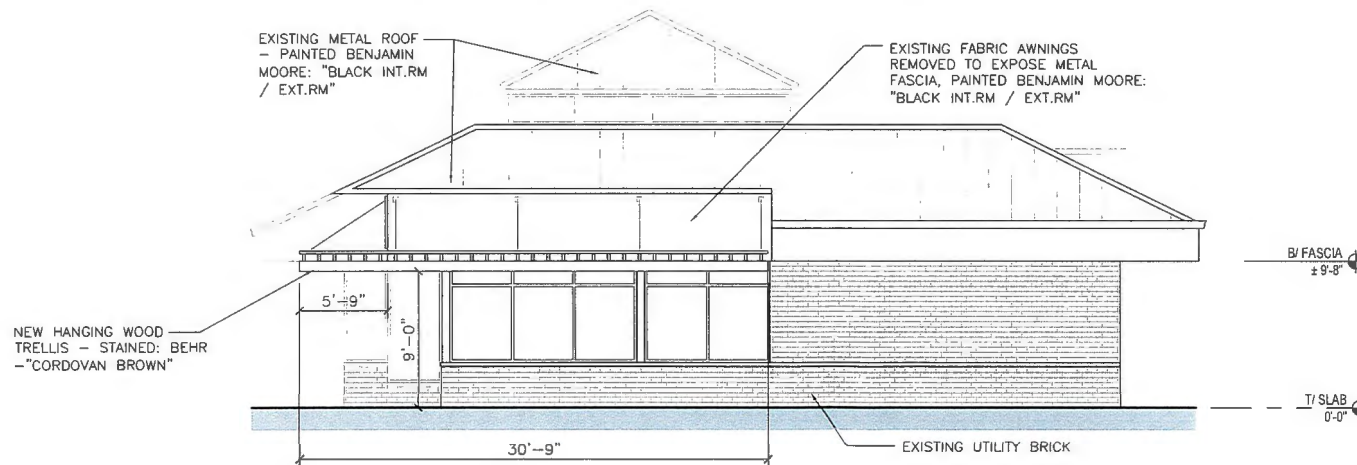
J.N.: 33957





### FRONT ELEVATION

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



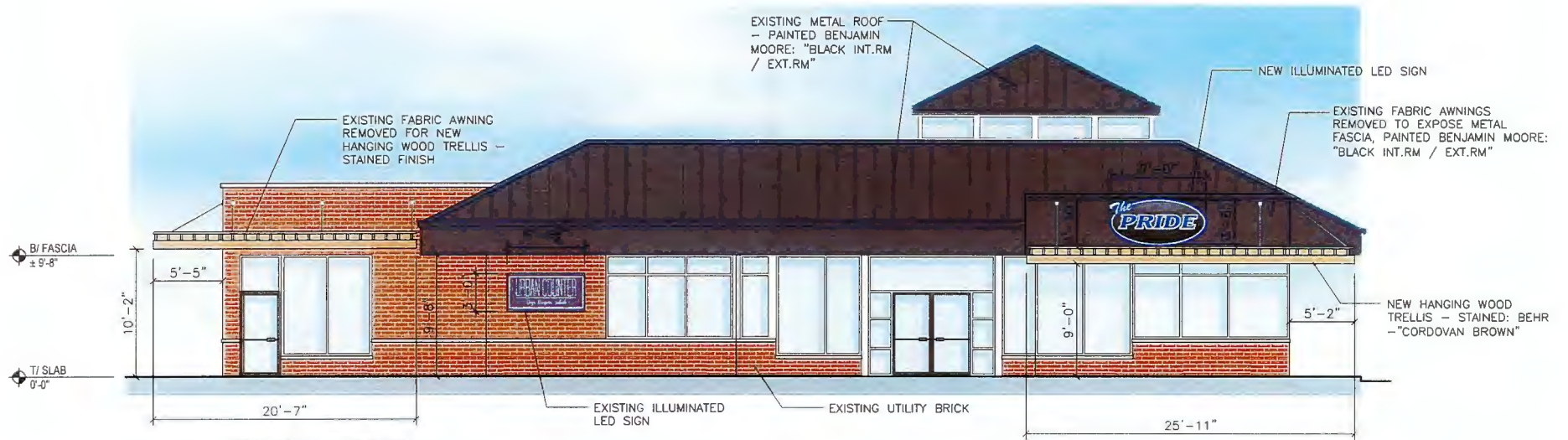
### SIDE ELEVATION

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



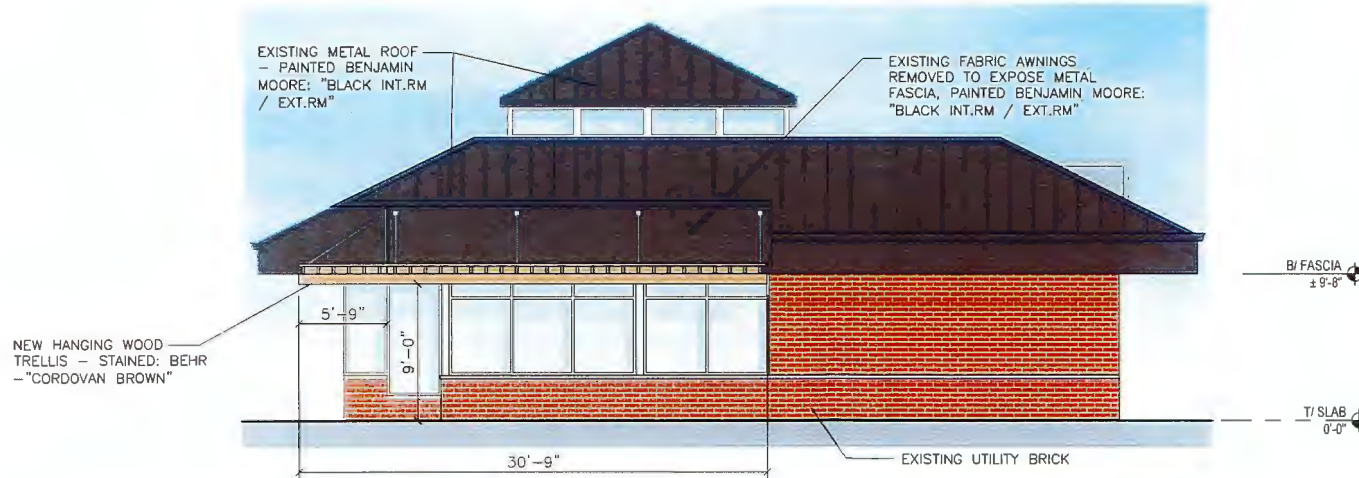
**PRIDE OF HINDSDALE - SIGN EXHIBIT**  
HINDSDALE, ILLINOIS





## FRONT ELEVATION

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



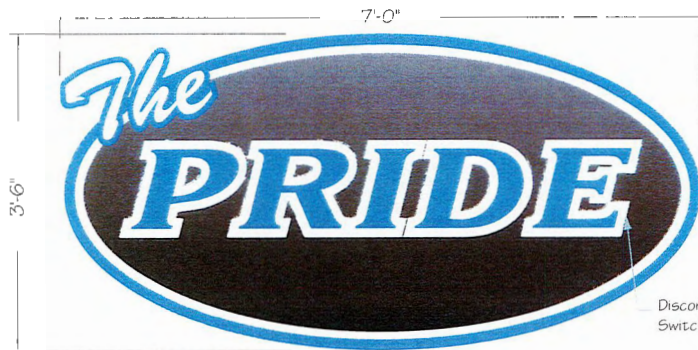
## SIDE ELEVATION

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



PRIDE OF HINDSDALE - SIGN EXHIBIT  
HINDSDALE, ILLINOIS





No more than 30 foot-candles

**(1) 3'-6" x 7'-0" x 2" Deep Single Face Wall Sign w/ Illuminated Channel Letters - 24.50 SF**

Panel: 2" Deep Fabricated Aluminum Painted PMS 288 Blue - Smooth Satin Finish

Faces: .125" Aluminum Painted PMS 288 Blue

Inline Strip: 3M 7725-10 White Vinyl

Black/Grey Gradient: Digitally Printed on White Vinyl Applied to Face

Letters & White In-line: Fabricated 3" Deep Channel Letters

"The" Returns: .040" Pre-finished White Aluminum - 3/4" White Trimcap

"PRIDE" \* & In-line Returns: .040" Pre-finished White Aluminum

Painted PMS 288 Blue - 3/4" White Trimcap

Faces: White Acrylic w/ Avery UC 900-664T PMS 288 Blue Translucent

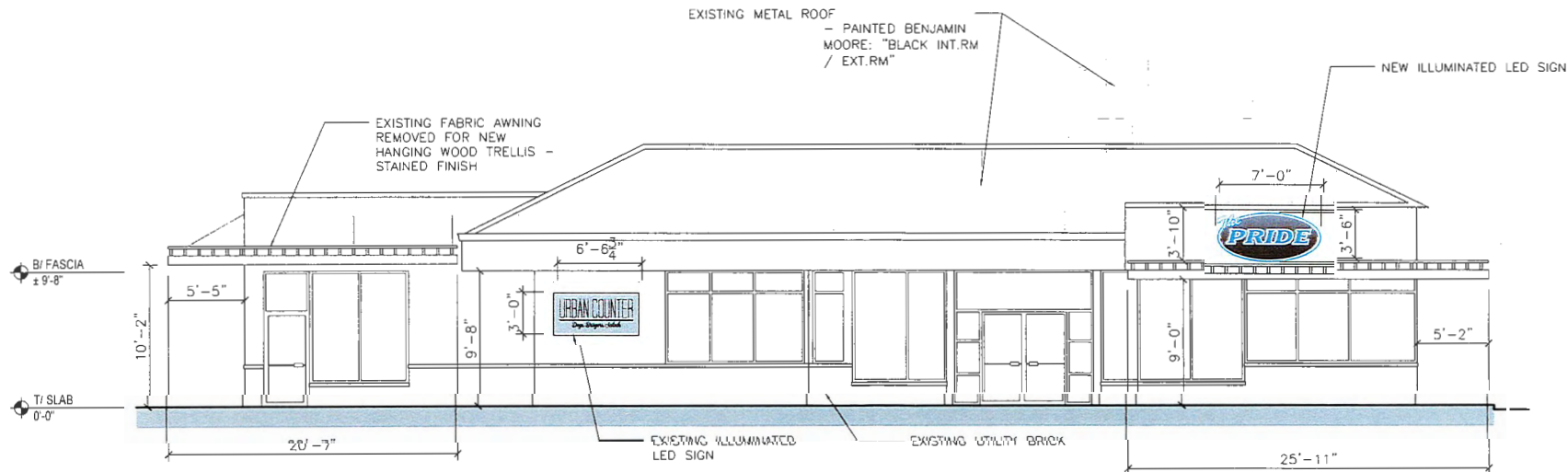
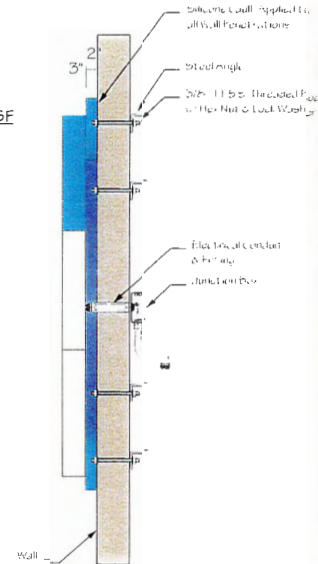
Vinyl Applied to Faces

Illumination: White LEDs with Remote 60Watt Power Supplies

Power: Use Existing at Site

Mounting: Attach with Mechanical Anchors Appropriate for Construction - T.B.D

**NOTE: FIELD SURVEY REQUIRED PRIOR TO FABRICATION**



**FRONT ELEVATION**

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

**Parvin-Clauss**  
SIGN COMPANY

Design • Fabrication • Installation • Maintenance  
149 E. Urdan Avenue  
Hinsdale, IL 60521  
Phone: 630.329.2020 • Fax: 630.329.2021  
Email: info@parvinclauss.com  
www.parcclauss.com

**PROJECT:**



149 E. Urdan Avenue  
Hinsdale, IL 60521

**CUSTOMER APPROVAL:**

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

House / KZ

DRAWN BY

Bill Marlow

DATE

2.10.21

SCALE

3/4" = 1'

SHEET NO.

1 of 1

ESTIMATE / JOB NUMBER

6742

FILE NAME

PRD6742

**REVISIONS:**

1 212 21- placement

2 219 21- channel construction

3 414 21- new elevation

4

5

6

7

8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding on the sign.



This sign is built to UL Standards for operation in North America

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NORTH  
ELEVATION



EAST  
ELEVATION

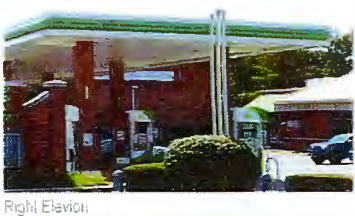
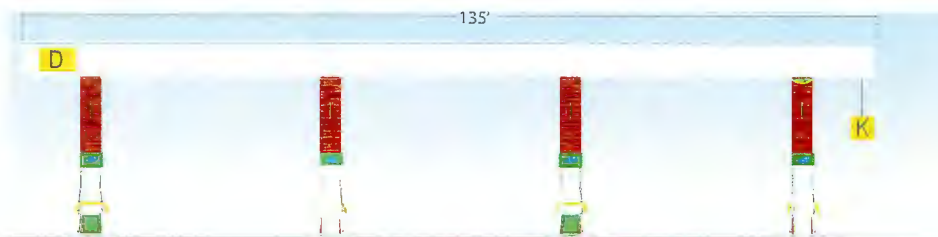
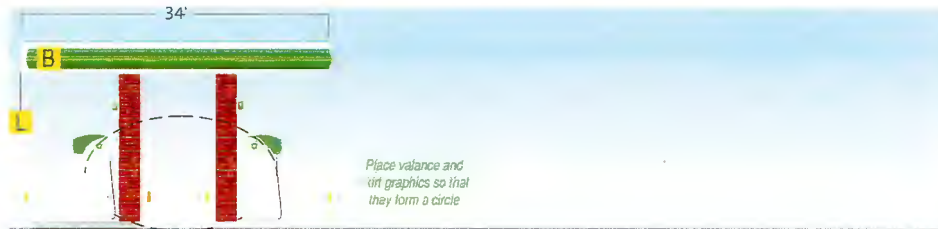
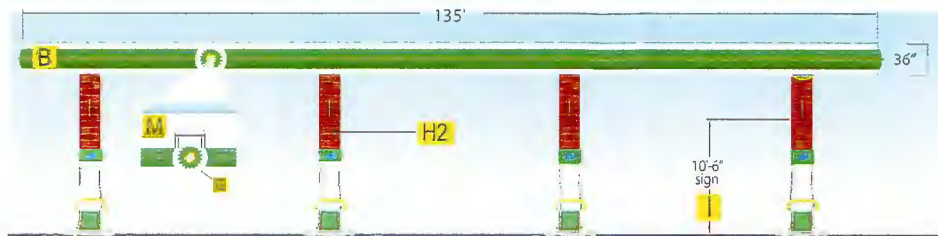


WEST  
ELEVATION



SOUTH  
ELEVATION





See Site Notes page for specific paint codes and contact info.  
**\*REMOVE ALL EXISTING SIGNAGE\***

- B** ■ Install Dimensional Bullnose Fascia With Light Bar
- ~~C1~~ ■ Install Dimensional Bullnose Fascia With NO Lightbar
- ~~C2~~ ■ Install DDB Flat ACM With Decal Applied With NO Lightbar
- D** ■ Install New White ACM
  - Jobber Supplied
  - Federal Heath Supplied
- ~~E~~ ■ Paint Existing Flat ACM White
- ~~F~~ ■ Install Bullnose Decal
- ~~F~~ ■ Leave White
- ~~F~~ ■ Install Helios With Arc Kit
  - 39" Helios
  - 30" Helios (restricted P&Z only)
  - 44" Helios
  - 36" Helios (restricted P&Z only)
- G** ■ Install Helios Without Arc Kit
  - 39" Helios
  - 30" Helios (restricted P&Z only)
  - 44" Helios
  - 36" Helios (restricted P&Z only)
- ~~H1~~ ■ Paint Canopy Columns White, BP Green, & Install Column Decal (Per Standards Shown on Note Page)
- ~~H2~~ ■ Paint As Shown in Guide
- ~~I~~ ■ Install Flag Signs 10'-6" From The Ground
- ~~J~~ ■ Apply BP Light Green Stripe 10'-6" From The Ground
- K** ■ Canopy Deck To Be BP White
- L** ■ Canopy Corners: ■ Are 90° ■ Are NOT 90°
- M** ■ Canopy Detail (Full Canopy Detail Page After Elevation)

## NOTES:

For a two tier fascia, please remove all layers of fascia and take it back to the deck. Then build the fascia height to 36".









## MAP:











Signoff indicates that the above product has been permitted with any municipalities involved. By signing this document, the product will be manufactured to these specifications.

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

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

EXTERIOR PAINT SPECIFICATIONS		<b>01 BP Pearl</b> - Glidden Professional, Order #A0083, Spec #38YY 72/117, "Indian Legend" - Sherwin Williams, SW6119, "Antique White" - Benjamin Moore, OC-8, "Elephant Tusk" - P28 DTM (Gallon) - Anchor Paint, BP Pearl - CC3065 (Acrylic), CC3112 (Oil)
		<b>02 BP Warm Gray</b> - Glidden Professional, Order #A1860, Spec #40YY 25/074, "Grey Mountain" - Sherwin Williams, SW7053, "Adaptive Shade" - Benjamin Moore, 2137-40, "Desert Twilight" - P28 DTM (Gallon) - Anchor Paint, BP Warm Gray - CC3068 (Acrylic), CC3115 (Oil)
		<b>03 BP Yellow (Paint)</b> - Glidden Professional, Order #A0775, Spec #37YY 61/867, "Omega Yellow" - Sherwin Williams, SW6903, "Cheerful" - Benjamin Moore, 2022-10, "Yellow" - P28 DTM (Gallon) - Anchor Paint, BP Yellow - CC3066 (Acrylic), CC3113 (Oil) BP Yellow (ACM) - Reynobond, "Program Yellow"
		<b>04 White (Canopy Deck, Canopy Columns)</b> - Glidden Professional, Order #A0128, Spec #50GY 83/010, "White Wing" - Sherwin Williams, SW7006, "Extra White" - Benjamin Moore, OC-67, "Ice Mist" - P28 DTM (Gallon) - Anchor Paint, BP White - 4900 (Acrylic), 900 (Oil)
		<b>05 BP Dark Pearl</b> - Glidden Professional, Order #A0767, Spec #30YY 52/207, "Desert Valley" - Sherwin Williams, SW6121, "Whole Wheat" - Benjamin Moore, HC-24, "Pittsfield Buff" - P28 DTM (Gallon)
		<b>06 BP Bright Green (to go fascia paint)</b> - Benjamin Moore, 2030-10, "Lizard Green" - Anchor Paint, BP White - CC3107 (Acrylic), CC3116 (Oil) BP Bright Green (to go ACM) - Duragloss 3000, CMR# 071013-D, 497G11281 H/G SR Green
		<b>09 BP Retail Green</b> - Glidden Professional, Custom Color "BP Retail Green" - Sherwin Williams, Hydrogloss B65GW180, Custom Color - Benjamin Moore, BP Retail Green - PMS 348c, Custom Color - Anchor Paint, BP Retail Green - CC3067 (Acrylic), CC3114 (Oil)
		<b>10 ADA/Handicap Blue~</b> - Glidden Professional, "Handicap Blue", 25524 traffic paint - Sherwin Williams, TM2133, "Setfast Blue", Setfast marking latex - Benjamin Moore, P58-30, "Handicap Blue", Safety/Zone marking latex
		~Handicap Blue paint is used for pavement striping and marking on site (as required).

BP EXTERIOR SIGNAGE		BP Yellow - PMS 109
		BP Super Bright Green (to go) - PMS 382
		BP Extra Light Green (to go) - PMS 376
		BP Light Green - PMS 368
		BP Bright Green (to go) - PMS 361
		BP Green - PMS 355
		BP Retail Green - PMS 348
		BP Dark Green (to go) - PMS 356

For all paint inquiries, contact:

**Benjamin Moore**  
 855-724-6802  
[www.benjaminmoore.com](http://www.benjaminmoore.com)

**Glidden Professional**  
 888-615-8169  
[www.gliddenprofessional.com](http://www.gliddenprofessional.com)

**Sherwin Williams**  
 800-474-31794  
[www.sherwin-williams.com](http://www.sherwin-williams.com)

**Anchor Paint**  
 405-831-9446  
[www.anchorpaint.com](http://www.anchorpaint.com)

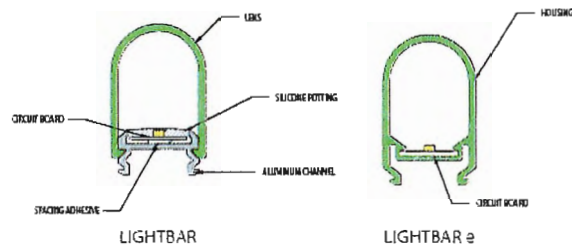
**DATE:** May 20, 2021  
**TO:** Parent Petroleum  
Jacklyn Bundy, Senior Project Manager  
**FROM:** Christie Woods, Senior Program Manager *C Woods*  
**SUBJECT:** 149 E Ogden, Hinsdale, IL60521 – SVB 9178526

There is no visible difference, no illumination difference, and no electrical difference between the Blair LightBar product currently installed at the subject site and and the "new" LBe hybrid product proposed for installation. The difference is in a few of the materials and largely production labor thereby reducing the cost of the product to pass through savings to the end user.

## LightBar Selection Guide

Features	LightBar	LightBar-e
Low Power Consumption	✓	✓
Moisture Protection	IP67	IP66
Burn Rating	V-0	V-0
Housing	Aluminum	Polycarbonate
UL Certified	✓	✓
Premium Cree LED	✓	✓
Field Cuttable	✓	✓
Fully Potted Electronics*	✓	✓
Vertical Applications (VIDs)	✓	

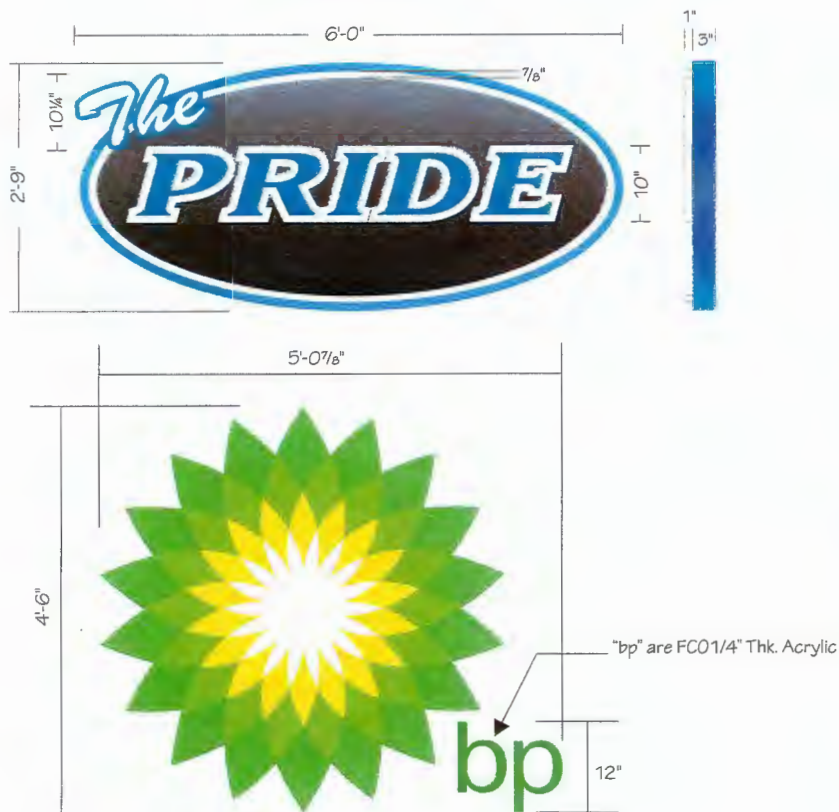
\*Potting fully encapsulates the LEDs and circuit board to allow for IP67 protection. Recommended applications include where field cutting is necessary.



Regarding the bleed, i.e. how much light would be cast on the street, Blair can say that the LightBar product (both LightBar and LightBar-e) does not exceed 0.3 footcandles above ambient as measured at 100' away from the light source

If you have any questions please feel free to contact Blair Image Elements at 814-949-8287.





#### Refurbish Existing Double Face Monument Sign

Move (2) Existing BP/Helios Logos: Mount onto lower Area of Monument

Illumination: White LEDs - **No more than 30 foot-candles**

#### New (2) "The Pride" Panels w/ Channel Constructed Graphics:

Panel: 3" Deep Fabricated Aluminum Painted PMS 288 Blue - Smooth Satin Finish

Faces: .125" Aluminum Painted PMS 288 Blue

Black/Grey Gradient: Digitally Printed on White Vinyl Applied to Face

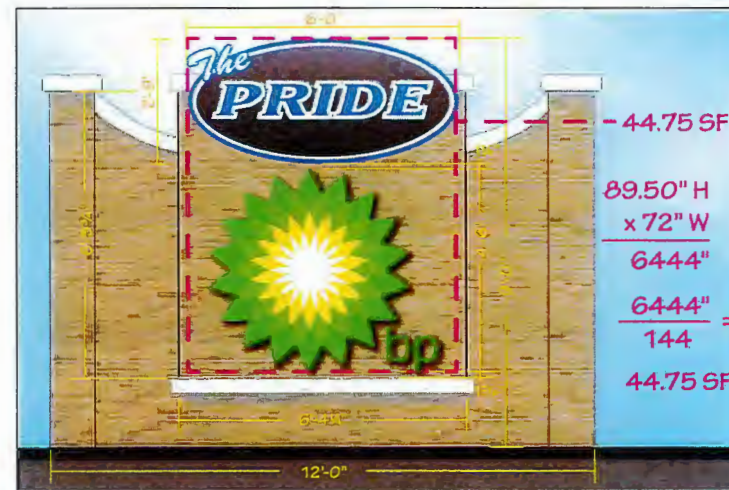
Letters & White In-line: Kalisigns Slimtek-F Face-It 1" White Acrylic

"The" Faces: White Acrylic w/ 3M 3630-157 Sultan Blue Translucent Vinyl Applied

"PRIDE" Faces: White Acrylic w/ 3M 3630-157 Sultan Blue Translucent Vinyl Applied

Illumination: White LEDs with Remote 60Watt Power Supplies - **No more than 30 foot-candles**

Mounting: Flush to Existing Masonry Base - Masonry Anchors



proposed layout is the same square footage as the existing layout.

3/8" = 1'

## Parvin-Clauss SIGN COMPANY

Design • Fabrication • Installation • Maintenance  
1651ubeway Drive • Carol Stream • Illinois 60188  
Tel: 630-510-2020 • Fax: 630-510-2074  
e-mail: signs@parvinclauss.com  
www.parvinclauss.com

#### PROJECT:



149 E. Ogden Avenue  
Hinsdale, IL 60521

#### CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

House / KZ

DRAWN BY

Bill Marlow

DATE

1.25.21

SCALE

3/4" = 1'

SHEET NO.

1 of 1

ESTIMATE / JOB NUMBER

6591

FILE NAME

PRD6591

#### REVISIONS:

- 1 1.28.21 - reduce size of logo
- 2 2.11.21 - Helios size
- 3 3.10.21 - Helios install only  
- New Pride Logo - Channel Letters  
- New Urban Counter - Channel Letters
- 4 4.13.21 - SF
- 5 4.29.21 - Placement
- 6 5.10.21 - New Layout
- 7 5.11.21 - add note
- 8 5.19.21 - add OAH to existing

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.



This sign is built to UL Standards for operation in North America.

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**EXHIBIT C**

**LANDSCAPE EXHIBIT  
(ATTACHED)**





*Frau Dagmar Hastrup Rose*  
*Rosa rugosa 'Frau Dagmar Hastrup'*

Family: Rosaceae



Plant Type:	Deciduous Shrub	Height:	3-4'
USDA Hardiness Range	2 to 7	Spread:	4-6'
Growth Rate	Average	Form:	Oval / Upright
Exposure:	Full Sun		
Moisture:	Dry to Medium		
Salt Tolerance:	Moderate		
Soil Tolerance:	Well-drained / loamy / sandy or clay		
pH Preference:	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color:	Pink		
Bloom Time	Summer		
Fruits: Yes - Rose hips	Persistence: No - Eaten by birds		
Leaf Color	Green		
Fall Color:	Red and Yellow		
Winter Interest	None		
Tolerances	Drought Tolerant (once established)		
Notes of Interest	Attracts Bees & Butterflies Road Salt Tolerant Disease Resistant, Hardy		

FDSR *Frau Dagmar Hastrup Rose*  
 Deciduous Shrub

Grow Low Sumac  
*Rhus aromatica* 'Grow Low'

GLS



Family: Anacardiaceae



Plant Type:	Deciduous Shrub	Height:	18-24"
USDA Hardiness Range	3 to 9	Spread	6-8'
		Form:	Spreading / Horizontal
Growth Rate	Slow		
Exposure	Full Sun / Partial Shade		
Moisture	Dry Medium		
Salt Tolerance:	Excellent		
Soil Tolerance:	Prefers well drained soil		
pH Preference	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color	Yellow		
Bloom Time	March		
Fruits	None	Persistence	N/A
Leaf Color	Green		
Fall Color:	Orange Red		
Winter Interest:	None		
Tolerances	Deer Tolerant		
	Dry Soil Tolerant		
Notes of Interest:	Fragrant		

GLS

Grow Low Sumac  
 Deciduous Shrub



*Hughes Juniper*  
*Juniperus horizontalis 'Hughes'*

Family: Cupressaceae



<i>Plant Type:</i>	Evergreen Shrub (spreading) Non-Native	<i>Height:</i>	6" - 18"
<i>USDA Hardiness Range:</i>	3 to 9	<i>Spread:</i>	5' - 8'
<i>Growth Rate:</i>	Slow	<i>Form:</i>	Prostrate and spreading /horizontal
<i>Exposure:</i>	Full Sun	<i>Spacing:</i>	48"
<i>Moisture:</i>	Widely Adaptable, not tolerant of wet soils		
<i>Salt Tolerance:</i>	None		
<i>Soil Tolerance:</i>	Average to dry soils, including rocky soils		
<i>Preferred PH:</i>	(Less than 6.8-7.7)		
<i>Bloom Color:</i>	N/A		
<i>Bloom Time:</i>	Does not flower		
<i>Fruits:</i>	Blue Berries (small)		
<i>Persistence:</i>	Yes		
<i>Leaf Color:</i>	Green/Olive/Blue-Green		
<i>Fall Color:</i>	Purple Tinge in late fall into winter		
<i>Winter Interest:</i>	Evergreen; does not change color in winter		
<i>Wildlife Interest:</i>	None		
<i>Notes of Interest:</i>	Deer resistance is excellent Tolerant of urban pollution, and drought conditions Thrives in rocky soils with little topsoil present Tolerates hot, relatively dry conditions Plant has fragrant foliage		

*HJ Hughes Juniper*  
 Evergreen Shrub

*Karl Foerster Feather Reed Grass*  
*Calamagrostis acutiflora 'Karl Foerster'*

Family: Poaceae



<i>Plant Type:</i>	Perennial (Ornamental Grass)	<i>Height:</i>	48-60"
	Non-Native	<i>Spread:</i>	18-24"
<i>USDA Hardiness Range:</i>	4A - 9A	<i>Form:</i>	Columnar
<i>Growth Rate</i>	Average		
<i>Exposure:</i>	Full Sun		
<i>Moisture</i>	Tolerates dry to moist soils		
<i>Salt Tolerance:</i>	Moderate		
<i>Soil Tolerance:</i>	Clay; Sand; Slightly alkaline; acidic; loam soils Tolerates extensive flooding		
<i>Bloom Color:</i>	Late Summer		
<i>Bloom Time:</i>	Brownish-tan wheat plumes		
<i>Fruits:</i> None	<i>Persistence:</i> None		
<i>Leaf Color</i> Green	<i>Fall Color:</i> Straw Beige		
<i>Winter Interest:</i>	Dried grasses can remain upright in winter		
<i>Wildlife Interest</i>	Safe-haven for small animals in winter		Tolerates Black Walnut

*Notes of interest* This low growing ornamental grass is colorful and ever changing. With feathery flower spikes that emerge reddish-brown in Spring and turn golden to buff in Fall, it adds a lovely accent to naturalistic, craftsmen or prairie gardens. Use as a vertical among low-growing plants or have a pair planted in distressed metal pots or bronzed urns for a minimalist look. Perfect near water gardens or terraced patios where the breeze causes the grass to sway gracefully.

*KFRG Karl Foerster Feather Reed Grass*  
*Ornamental Grass*



*Prairie Dropseed*  
*Sporobolus heterolepis*

Family Poaceae



*Sporobolus heterolepis*



Plant Type	Ornamental Grass	Height:	2-3'
USDA Hardiness Range:	3 to 9	Spread:	2-3'
Growth Rate	Moderate	Form:	Low Forming / Clump
Exposure:	Full Sun		
Moisture:	Dry to Medium		
Salt Tolerance:	Moderate		
Soil Tolerance	Prefers dry to medium, well drained soils		
pH Preference:	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
Bloom Color:	Pink and Brown-tinted		
Bloom Time:	August to October		
Fruits	No	Persistence	N/A
Leaf Color	Green		
Fall Color:	Gold / Orange / Tan		
Winter Interest:	Ornamental Grass		
Tolerances	Drought Tolerant		
	Deer Tolerant		
Notes of Interest	Winter Interest		

*Happy Returns Daylily*  
*Hemerocallis 'Happy Returns'*

Family: Liliacea



<i>Plant Type</i>	Perennial (Herbaceous) Non-Native	<i>Height:</i>	12-14"
<i>USDA Hardiness Range</i>	3A-9A	<i>Spread:</i>	18-24"
		<i>Form:</i>	Upright
<i>Growth Rate</i>	Moderate		
<i>Exposure</i>	Full Shade to Part Shade		
<i>Moisture</i>	Average - Dry - Moist		
<i>Salt Tolerance</i>	Some		
<i>Soil Tolerance</i>	Slightly Acidic 6.0-6.5		
<i>Bloom Color</i>	Lemon Yellow		
<i>Bloom Time</i>	Summer		
<i>Fruits</i>	None		
<i>Persistence</i>	None		
<i>Leaf Color</i>	Deep Green		
<i>Fall Color</i>	Pale Yellow		
<i>Winter Interest</i>	None		
<i>Tolerances</i>	Slight Wet Soils		
<i>Notes of Interest</i>	<p>This dwarf variety has prolific medium-yellow flowers</p> <p>Plants do not usually require dividing for 3-5 years, but are easily split apart in fall/early spring.</p> <p>Spent flower stems can be trimmed back after blooms are finished</p> <p>Border, Container, Perennial Garden, Groundcover</p> <p>Flowers open a full 4 inches and remain brilliant over a longer period than most daylily</p>		

*HRD Happy Returns Daylily*  
*Perennial (Herbaceous)*



*Rosy Returns Daylilly*  
*Hemerocallis 'Rosy Returns'*

Family: Liliacea



<i>Plant Type:</i>	Perennial (Herbaceous) Non-Native	<i>Height:</i>	12-14"
<i>USDA Hardiness Range:</i>	3A-9A	<i>Spread:</i>	18-24"
		<i>Form:</i>	Upright

<i>Growth Rate:</i>	Moderate
<i>Exposure:</i>	Full Shade to Part Shade
<i>Moisture:</i>	Average - Dry - Moist
<i>Salt Tolerance:</i>	Some

<i>Soil Tolerance:</i>	Slightly Acidic 6.0-6.5
------------------------	----------------------------

<i>Bloom Color:</i>	Pink with Yellow Throat
<i>Bloom Time:</i>	Summer

<i>Fruits:</i>	None
<i>Persistence:</i>	None

<i>Leaf Color:</i>	Deep Green
<i>Fall Color:</i>	Pale Yellow

<i>Winter Interest:</i>	None
<i>Tolerances:</i>	Slight Wet Soils

<i>Notes of Interest</i>	<ul style="list-style-type: none"> <li>◦ This dwarf variety has prolific pink flowers</li> <li>◦ Plants do not usually require dividing for 3-5 years, but are easily split apart in fall/early spring.</li> <li>◦ Spent flower stems can be trimmed back after blooms are finished</li> <li>◦ Border, Container, Perennial Garden, Groundcover</li> <li>◦ Flowers open a full 4 inches and remain brilliant over a longer period than most daylily</li> </ul>
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*RRD Rosy Returns Daylilly*  
 Perennial (Herbaceous)

*Kit Kat Catmint*  
*Nepeta x faassenii 'Kit Kat'*

Family: Lamiaceae



<i>Plant Type:</i>	Perennial	<i>Height:</i>	12-18"
<i>USDA Hardiness Range:</i>	3 to 8	<i>Spread:</i>	12-24"
<i>Growth Rate:</i>	Moderate	<i>Form:</i>	Low / Clump
<i>Exposure:</i>	Full Sun / Part Shade		
<i>Moisture:</i>	Medium		
<i>Salt Tolerance:</i>	Moderate		
<i>Soil Tolerance:</i>	Prefers well drained soil		
<i>pH Preference:</i>	slightly acidic to slightly alkaline (less than 6.8 to 7.7)		
<i>Bloom Color:</i>	Blue / Purple		
<i>Bloom Time:</i>	May to September		
<i>Fruits:</i> No	<i>Persistence:</i> N/A		
<i>Leaf Color:</i>	Gray - Green		
<i>Fall Color:</i>	None		
<i>Winter Interest:</i>	None		
<i>Tolerances:</i>	Deer Tolerant		
	Drought Tolerant		
<i>Notes of Interest</i>	Fragrant		

KKC *Kit Kat Catmint*  
 Perennial (Herbaceous)





11a

## MEMORANDUM

**DATE:** September 10, 2021  
**TO:** President Cauley and the Village Board of Trustees  
**CC:** Kathleen A. Gargano, Village Manager  
**FROM:** Robert McGinnis, Community Development Director/Building Commissioner *RM*  
**RE:** **Community Development Department Monthly Report-August 2021**

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In the month of August, the department issued 125 permits including 2 new single family homes, 15 residential alterations, 8 commercial alterations, and 3 demolition permits. The department conducted 402 inspections and revenue for the month came in at just under \$150,000.

There are approximately 93 applications in house, including 16 single family homes and 14 commercial alterations. There are 42 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 85 engineering inspections were performed for the month of August by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 19 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

**COMMUNITY DEVELOPMENT MONTHLY REPORT August 2021**

<b>PERMITS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>FEEs</b>	<b>FY TO DATE</b>	<b>TOTAL LAST YEAR TO DATE</b>
New Single Family Homes	2	4			
New Multi Family Homes	0	0			
Residential Addns./Alts.	15	14			
Commercial New	0	0			
Commercial Addns./Alts.	8	2			
Miscellaneous	49	53			
Demolitions	3	7			
<b>Total Building Permits</b>	<b>77</b>	<b>80</b>	<b>\$ 132,087.00</b>	<b>\$854,558.00</b>	<b>\$803,330.00</b>
<b>Total Electrical Permits</b>	<b>24</b>	<b>19</b>	<b>\$ 5,605.00</b>	<b>\$ 57,962.00</b>	<b>\$53,730.00</b>
<b>Total Plumbing Permits</b>	<b>24</b>	<b>22</b>	<b>\$ 11,818.00</b>	<b>\$ 118,834.00</b>	<b>\$99,254.00</b>
<b>TOTALS</b>	<b>125</b>	<b>121</b>	<b>\$ 149,510.00</b>	<b>\$1,031,354.00</b>	<b>\$ 956,314.00</b>

<b>Citations</b>			<b>\$250</b>		
<b>Vacant Properties</b>	<b>19</b>				

<b>INSPECTIONS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>			
Bldg, Elec, HVAC	211	163			
Plumbing	33	37			
Property Maint./Site Mgmt.	73	111			
Engineering	85	71			
<b>TOTALS</b>	<b>402</b>	<b>382</b>			

**REMARKS:**



VILLAGE OF HINSDALE - August 1

2020

<i>Name</i>	<i>Ticket NO.</i>	<i>Location</i>	<i>Violation</i>	<i>Ord Fine</i>	<i>Result</i>
Burke Thomas	12683	104 N. Garfield	Property Maintenance	250 per violation	
Burke, Thomas	12688	104 N. Garfield	Property Maintenance	continued for fine assesment	
Burke, Thomas	12690	104 N. Garfield	Property Maintenance		
GF Foods				DISMISSED	
Peng, Xiao	112691	440 S. Monroe	Work without a permit	250	

**Total:** 250

**TOTAL:** 250.00