



MEETING AGENDA

VILLAGE BOARD OF TRUSTEES
Tuesday, November 2, 2021
7:30 P.M.
MEMORIAL HALL – MEMORIAL BUILDING
19 East Chicago Avenue, Hinsdale, Illinois
(Revised)

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF MINUTES**
 - a) Regular Meeting of October 19, 2021
- 4. FIRE DEPARTMENT RECOGNITION**
- 5. VILLAGE PRESIDENT'S REPORT**
- 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 an increase to the budget for lobbying services in the amount of \$33,000 to continue the contract with JLD Consulting through the end of May 2022

Environment & Public Services (Chair Byrnes)

- b) Award a Pavement Management Study and Master Infrastructure Plan Development engineering services to HR Green in the amount not to exceed \$57,400
- c) Approve State of Illinois joint bid purchase of bulk winter deicing salt to Compass Minerals in the amount of \$42,679

Zoning & Public Safety (Chair Stifflear)

- d) Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade Improvements to an Existing Building at – 33 E. First Street – Frederick Lynn Haberdasshere**
- e) Approve an Ordinance Approving a Design Review Permit and Sign Permit for the Installation of a New Sign Cabinet on an Existing Ground Sign Base - 920 N. York Road - The Derm Institute**

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 October 14, 2021 through October 27, 2021 in the aggregate amount of \$685,304.45 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 an Ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 725 South Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois***

Zoning & Public Safety (Chair Stifflear)

- c) Approve the renewal of an Intergovernmental Agreement by and between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for School Resource Officer Services (*First Reading – October 19, 2021*)
- d) Approve an Ordinance Amending Section 6-12-3(B) of the Village Code of Hinsdale (for installation of two-way stop signs at three Ninth Street intersections); **and**
Approve an Ordinance Amending Section 6-12-4(D) (for installation of a multi-stop sign at Lincoln & Center) (*First Reading – October 19, 2021*)

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*****

Administration & Community Affairs (Chair Posthuma)

- a) Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the amount of \$11,100,926 (*First Reading – October 19, 2021*)

10. DISCUSSION ITEMS

- a) Tollway update
- b) Tollway Flooding Event June 26, 2021

11. DEPARTMENT AND STAFF REPORTS

- a) Parks & Recreation

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
October 19, 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, October 19, 2021 at 7:34 p.m., roll call was taken.

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

Absent: Trustee Michelle Fisher

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

Present by phone: Fire Chief John Giannelli, Assistant Fire Chief Jon Carlson, Director of Community Development Robb McGinnis, and Superintendent of Parks & Recreation Heather Bereckis

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of October 5, 2021

Following changes to the draft minutes, Trustee Haarlow moved to **approve the draft minutes of the regular meeting of October 5, 2021, as amended.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that regarding the resident claims as a result of flooding on June 26, 2021, things are moving in the right direction. The Village will continue to monitor the situation. He noted that paving has finally started on Chicago Avenue and Eighth Street. On the agenda this evening is a levy resolution for property taxes. It is a two-step process requiring the adoption of a resolution and then an ordinance. The proposed Village levy is a modest increase

of 1.94%, determined by using the prior year Consumer Price Index (CPI) from December 2020 and the Equalized Assessed Value (EAV) from new construction in the Village. The tax levy increase of \$147,454 is used to fund the Village's ongoing operations. Debt payment does not come from property taxes, because the Village has other sources of revenue used for this purpose. He noted the Public Library levy is included by State statute in the levy resolution. Regarding COVID-19, he said the Illinois Department of Public Health is reporting DuPage County's seven day rolling positivity is 2.6%, He reported other area statistics as well.

CITIZENS' PETITIONS

None.

FIRST READINGS – INTRODUCTION**

Administration & Community Affairs (Chair Posthuma)

- a) **Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the amount of \$11,100,926**

Trustee Posthuma introduced the item to approve the 2021 property tax levy, as explained by President Cauley in his opening comments. By statute, the Village is allowed to increase the levy by the lower of the CPI, or 5% plus new construction. The CPI was 1.4% at the end of 2020, and is the cap for this year. Estimated new construction is \$14 million. Finance Director Andrea Lamberg confirmed the levy increase for the Village is 1.94%, and the library is 2.11%, for a combined 1.99%. The Village levies separately for Police and Fire pension contributions, debt service, and Gateway special recreation.

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

Zoning & Public Safety (Chair Stifflear)

- b) **Approve a Referral to Plan Commission for Review and Consideration of an Ordinance Amending Section 3-110(I)(9) of the Hinsdale Zoning Code relating to the placement of accessory structures in side yards and rear yards in the Single-Family Residential Districts**

Trustee Stifflear introduced the item, noting it is a first reading, however, since this is a referral to Plan Commission, the Board can vote to refer it at this time. The matter is a change to the zoning code for R1, R2, R3 and R4 Residential Districts, for side and rear yard regulations for accessory structures. This request was made by a local architect and resident. Staff believes the change would be better for homeowners, and would not have any unintended consequences. This will allow garages to be set 2' feet from the side yard property lot line when the garage is in the rear 25% of the lot. Code currently requires that the garage be located in the rear 20%. The problem arises when there is a vacated alley that requires a 7.5' foot easement, and including the depth of an average garage, the property owner then cannot build within the rear 20% of the lot. He noted that the Zoning Board of Appeals has heard nine variation requests for this issue, and all nine were approved. Following discussion, the Board agreed that this zoning change should only apply to those properties with easement situations, and the ordinance should be modified accordingly.

Trustee Stifflear suggested this item be brought back to the Board for a First Reading to review the changes recommended by the Board. *(Upon subsequent review, the item will appear as a Second Reading, as directed by policy, for additional review by the Board.)*

c) Approve the renewal of an Intergovernmental Agreement by and between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for School Resource Officer Services

Trustee Stifflear introduced the item to renew the Intergovernmental Agreement (IGA) with District 86 for a school resource officer (SRO) through June 30, 2023. He explained the IGA details the responsibilities of each party, and reflects any new Federal and State legislation. The Board agreed to move this item to the Consent Agenda of their next meeting.

d) Approve an Ordinance Amending Section 6-12-3(B) of the Village Code of Hinsdale (for installation of two-way stop signs at three Ninth Street intersections); and Approve an Ordinance Amending Section 6-12-4(D) (for installation of a multi-stop sign at Lincoln & Center)

Trustee Stifflear introduced the item and reminded the Board that the subject of uncontrolled intersections has been addressed several times by the Board. The Board agreed that with the proliferation of area deliveries, use of Uber, and people not paying attention, all uncontrolled intersections should be reviewed. These intersections are part of a broader study that focused on the southwest quadrant of the Village. Two-way stop signs are recommended for Ninth Street and Thurlow, Bodin and Ninth Street, and Adams and Ninth Street. Additionally, at Lincoln and Center Street, currently controlled by a yield sign, the Police Department is recommending an upgrade to a four-way stop, because there have been five collisions at this intersection in the past 12 months. There are two remaining uncontrolled intersections in the Village, but they are in a remote part of the Village, and have no crash history.

Trustee Posthuma believes there is very little traffic at Bodin and Ninth Street, and Adams and Ninth Street since there is no through traffic on Ninth Street and only accessible from the north. Discussion followed regarding the necessity of traffic signs at these intersections. The Board agreed to move this item to the Consent Agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Posthuma moved **Approval and payment of the accounts payable for the period of October 4, 2021 through October 13, 2021 in the aggregate amount of \$1,135,070.70 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Award a contract for the replacement of the roof at the KLM Caretaker's Building to Summit Roofing Corp., in the amount of \$23,382.50**

Zoning & Public Safety (Chair Stifflear)

- c) **Approve payment to Kiesler Police Supply Jeffersonville, IN for the purchase of 30 replacement duty pistols in the amount of \$18,436**

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

None.

DISCUSSION ITEMS

- a) Tollway update – No further update at this time
b) Tollway Flooding Event June 26, 2021 – No further update at this time

DEPARTMENT AND STAFF REPORTS

- a) Community Development

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

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Stifflear moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of October 19, 2021.** Trustee Banke seconded the motion.

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

NAYS: None

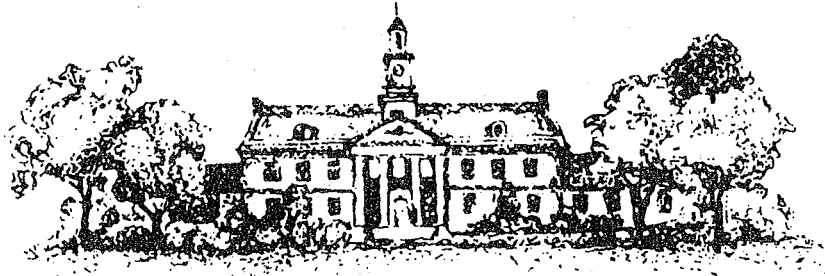
ABSTAIN: None

ABSENT: Trustee Fisher

Motion carried.

Meeting adjourned at 8:08 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



CERTIFICATE OF APPRECIATION

presented to

Firefighter/Paramedic Mike Karban

WHEREAS: *Michael Karban began his career in Hinsdale as a contract paramedic in 1988, and was appointed to the position of full-time Firefighter/Paramedic on December 4, 1991, and;*

WHEREAS: *Michael Karban was responsible for training and certifying over 21 new members of the Fire Department. He was actively involved in the Juvenile Fire Setters program, the MABAS 10 Technical Rescue team, and Illinois Firefighter Peer support specializing in mental health. He was the first Hinsdale Firefighter/Paramedic accepted to the National Fire Academy in Emmitsburg, Maryland, and attended the academy for courses specializing in fire investigations, and;*

WHEREAS: *Michael Karban has been a member of the DuPage County Fire Investigation Task Force for the past eight years, and will be retiring as an Operations Commander, and;*

WHEREAS: *Michael Karban has always been a loyal and dedicated member of the Hinsdale Fire Department and made it his mission to serve the Department professionally, safely and with pride. His last shift is November 5, 2021.*

NOW, THEREFORE, BE IT RESOLVED, *that this Certificate of Appreciation is presented to Firefighter/Paramedic Michael Karban with grateful appreciation on behalf of the citizens of the Village of Hinsdale, Board of Trustees and fellow firefighters, and;*

BE IT FURTHER RESOLVED, *that this certificate is presented with best wishes and good health for all his future endeavors.*

Presented this 2nd day of November, 2021.

Thomas K. Cauley, Village President

Kathleen A. Gargano, Village Manager

Administration

AGENDA SECTION: First Reading – ACA

SUBJECT: Contract Renewal JLD Consulting Group

MEETING DATE: November 2, 2021

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

Recommended Motion

Approve a contract extension with JLD Consulting to provide lobbying services through the end of May 2022 at a cost not to exceed \$33,000.

Background

JLD Consulting provides lobbying services related to the Tollway expansion project. The current agreement with JLD Consulting expires on November 30, 2021. Due to the uncertainty of revenues due to COVID, the 2021 budget included only five months of funding JLD Consulting lobbying services. On May 18, 2021 the Village Board approved an increase of \$33,000 (\$5,500 x 6 months) to the lobby services budget and a six month contract extension for JLD Consulting (June 1, 2021 to November 30, 2021). The proposed 2022 budget includes \$33,000 for lobbying services. The proposed JLD Consulting agreement extension would be from December 1 through November 30, 2022 and allows for either party to terminate the agreement with 30 days' notice.

Discussion & Recommendation

The Village continues to negotiate a number of issues with the Tollway many of which are related to the Hinsdale Oasis. Staff recommends continuing the contract with JLD Consulting and funding this position from December 1, 2021 through April 30, 2022 at a cost of \$33,000 (\$5,500 x 6 months).

Budget Impact

The proposed 2022 budget includes \$33,000 for lobbying services.

Village Board and/or Committee Action

N/A

Documents Attached

1. Contract with JLD Consulting



JLD CONSULTING GROUP, LLC

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

October 28, 2021

Via Email Transmission:

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

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

Dear Ms. Gargano:

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

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

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

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Statement of Work:

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

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

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

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

Very truly yours,

JLD CONSULTING GROUP, LLC

John L. D'Alessandro, President

AGREEMENT

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

1. This Agreement shall begin December 1, 2021 and will continue until November 30, 2022 provided that either party may terminate the Agreement at any time upon thirty-days written notice.

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

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

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

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

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

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

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

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

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

October 28, 2021

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

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

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

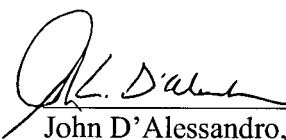
10. This Agreement contains the entire agreement of the parties with respect to the services to be rendered as stated in paragraph 3 and there exist no other promises or conditions in any other agreements, oral or written, with regard to the services to be provided as set forth in paragraph 3. This Agreement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

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

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

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

JLD CONSULTING GROUP, LLC

By: 
John D'Alessandro, President

October 28, 2021
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Dated: _____

By: _____

Kathleen Gargano, Village Manager

Dated: _____



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read – EPS

SUBJECT: Pavement Management Study and 2025 – 2040 Master Infrastructure Plan (MIP) Development Engineering Services award

MEETING DATE: November 02, 2021

FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Award a Pavement Management Study and Master Infrastructure Plan Development engineering services to HR Green in the amount not to exceed \$57,400.

Background

The current MIP is scheduled through 2024. Because of the effects of weather and traffic, the Village streets will deteriorate unless maintained. Staff is recommending using an engineering consultant to analyze the existing pavement conditions and develop the MIP for the next +/-15-year period to maintain the Village streets.

Following 50 ILCS 510, Local Government Professional Services Selection Act, the Village sent requests for proposals to three engineering consultants that the Village “has a satisfactory relationship for [the requested] services”. These consultants included Infrastructure Management Services (IMS), LLC; James J. Benes & Associates, Inc.; and HR Green. IMS responded that they have committed all their resources to their current customers. Additionally, because of increasing costs for skilled labor and fuel, in the future they will only be responding to competitive solicitations greater than 400 miles. (Hinsdale has +/-66-miles of streets.) James J. Benes responded that they did not have the resources to commit at this time. HR Green provided a proposal not to exceed \$57,400.

Discussion & Recommendation

HR Green has provided design and construction observation services to the Village for over 12 years. They provided periodic planning advice to Staff, which included development of the Woodlands neighborhood plan including streets, stormwater management, and utilities; funding support, design, and construction of the Oak Street Bridge; and advancing the MIP program in 2017.

HR Green has provided pavement management services to municipalities throughout the US. HR Green customers comparable in size to the Village of Hinsdale include Homer Township Highway Department, IL; Oakwood Hills, IL; Clive, IA; Cedar Rapids, IA; and Jurupa Valley, CA.

HR Green uses the latest technologies including “Paver” pavement management software. This software was originally developed by the US Department of Defense (DOD). The software is currently managed by Colorado State University College of Engineering with support from the Federal Aviation Administration and the Federal Highways Administration. The

development of the MIP for road improvement will also consider underground utility improvements.

The current MIP estimates future pavement maintenance costs will be +/- \$2.5 million per year. This equals \$37.5 million over the next 15-years to maintain the Village pavements. The HR Green proposal equals 0.15% of the total estimated costs for the MIP. This relatively low-cost, advanced infrastructure planning project (combined with future, periodic plan updates) will maximize the effectiveness of the MIP funds spent. Staff recommends that the Board of Trustees award the Pavement Management Study and Master Infrastructure Plan Development engineering services to HR Green.

Budget Impact

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

Village Board and/or Committee Action

N/A

Documents Attached

1. Engineering Contract for the Pavement Management Study and 2025 – 2040 Master Infrastructure Plan (MIP) Development

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

ENGINEERING PROFESSIONAL SERVICES
AGREEMENT
Pavement Management Study and
Master Infrastructure Plan Engineering Services

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE VILLAGE OF HINSDALE AND HR GREEN, INC.

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

Whereas, the Village is seeking professional services for the Pavement Management Study and Master Infrastructure Plan Engineering Services (herein referred to as the "Project");

Whereas, Engineer submitted a proposal dated September 8, 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 plans, programs, and documents that meet 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 final documents) within 120 working days of notice to proceed.

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 8, 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 \$57,400.00.

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. 775 ILCA 5/1-105, *et seq.*

2. Tax Payments. Engineer represents that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

3. Equal Pay Act of 2003. Engineer, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

4. Public Works Employment Discrimination Act. The Engineer represents that it will comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/0.01, *et seq.*) which prohibits unlawful discrimination by any entity in the contracting for or performance of all public contracts with the State of Illinois and all of its political subdivisions. As required by this State Act, all of its provisions are incorporated herein by reference and are reprinted below.

5. Illinois Human Rights Act-Equal Opportunity Clause. Engineer represents that it is an "Equal Opportunity Employer" as defined by federal and state laws and regulations, and agrees to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A), which is considered to be part of any public contract or purchase agreement. As required by State law and IDHR Regulation, the Equal Opportunity clause is reprinted below.

EQUAL EMPLOYMENT OPPORTUNITY

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

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and Engineer will make a good faith effort to hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap

unrelated to ability, military status, or an unfavorable discharge from military service.

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

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

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

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

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

10/1. Discrimination in employment prohibited

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

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

10/2. Deemed incorporated in contract

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

10/3. Includes independent contractors, etc.

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

said work or the performance of any of the said services, or any part thereof.

10/4. Deduction from compensation

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

10/5. Recovery by injured person

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

10/6. Violations: punishment

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

10/7. To be inscribed in contract

§ 7. The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence 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
PAVEMENT MANAGEMENT STUDY AND MASTER INFRASTRUCTURE PLAN
DATED: September 8, 2021**



2011 - 2012
 2011 - 2012
 Phone 815.320.7119

HRGreen®

September 6, 2021

Don Deener, PE
 Village Engineer
 Village of Hinsdale
 19 East Chicago Avenue
 Hinsdale, IL 60521-1434

Re: Pavement Management Study and Master Infrastructure Plan

Dear Mr. Deener and Members of the Selection Committee:

Thank you for your Request for Proposal for Pavement Management Study and Master Infrastructure Plan received August 26, 2021.

The Village of Hinsdale has been incorporated for nearly 150 years and has numerous sources of historical information and planning documents including a 2006 Master Infrastructure Plan (MIP) to assist in developing a comprehensive Pavement Management Study. HR Green has been honored to have been a partner with the Village over the past 12 years on similarly important infrastructure improvements. We understand that the Village desires to update the existing Master Infrastructure Plan (MIP) for your roadway infrastructure advancing the system toward assessment methodology and software-based management solutions that will manage the Village's pavements more effectively over the next fifteen-plus years. We also recognize that the MIP needs to be organized for efficiency and long-term asset management planning while being flexible enough to address any annual challenges that frequently occur.

HR Green, Inc. (HR Green) is pleased to deliver the following proposal for professional services to evaluate the Village's public street infrastructure, determine deficiencies, provide any specific improvement recommendations that might be identified and recommend potential revisions to the Village's design standards and construction specifications.

Our team has successfully delivered pavement management services to other municipalities by applying decades of municipal engineering experience and skillfully employing innovative technology. We will utilize a proven approach that has shown to be most efficient and effective in managing pavement infrastructure. Our experience, as applied to the Village of Hinsdale, overall total length of streets, leads us to believe that the most cost-effective solution is a manual survey of Hinsdale's street pavement using a GIS collector application on a GPS-enabled device and analyzing the results with the pavement management software, PAVER, as developed by US Army Corps of Engineers. HR Green is prepared to provide the inspection and software implementation services assuming this approach. You will find our detailed scope of services and related fees located within the following section titled Attachment A—Proposal Agreement and Cost.

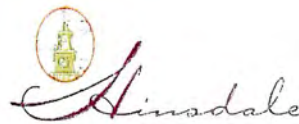
Our team of professionals has extensive experience inspecting and analyzing pavement infrastructures utilizing numerous pavement asset management software packages of a wide variety of costs and application benefit for numerous municipal clients throughout the region and beyond. We welcome the opportunity to explore alternative collection and asset management software alternatives with the Village to make sure we partner with you to implement the best application for your current and future pavement management needs.

The enclosed proposal and statement of qualifications demonstrates that the HR Green team has the technical competence, established relationships, and experience to deliver a Pavement Management System that best meets the Village's functional and economic requirements. If you require any additional information or have any questions, please do not hesitate to contact me directly at 815.320.7119.

T. Scott Creech, PE
 Site Director, New Lenox Office

Consultant Introduction

HR Green has assembled a team of professionals that specifically align with this project and are presented in the organizational chart below. Key personnel that completed past similar studies and plans bring the expertise required to develop the City's Plan. **Jeremy Kaemmer, PE** as your Project Manager, and **Scott Creech, PE** as Village Liaison will lead the HR Green team to deliver the results you expect. A brief overview of their background and experience along with that of the rest of the team, can be found on the following pages.



Village Liaison

Scott Creech, PE



Project Manager

Jeremy Kaemmer, PE, AICP

HR Green Team



Field Engineer / Data Collection

Timothy Hauser, EIT



Technical Advisor

Larry Stevens, PE, PWLF



Field Engineer / Data Collection

Tyler Ballan



Mapping / Data Collection

Michael Liska, AICP



Jeremy Kaemmer, PE, AICP

Project Manager

Jeremy Kaemmer is a transportation engineer and planner at HR Green with a diverse background in engineering and design experience. Jeremy has experience designing roadways, recreational trails, stormwater systems, utilities and more. Additionally, he provides many planning services to our clients including master planning, modeling, data analysis, grant applications, and technical writing. Most notably, Jeremy serves as a leader at HRG, providing our award-winning Pavement Management Planning services, in which he has done work throughout the country, and presented at numerous conferences.

EXPERIENCE

16 Years

EDUCATION

BS: Civil Engineering
MS: Urban and Regional Planning

REGISTRATION / LICENSE

Professional Engineer - IA
P25077

American Institute of
Certified Planners - IA

SELECTED PROJECT EXPERIENCE

- > "Paving for Progress" Pavement Management Plan - City of Cedar Rapids, IA – *Project Engineer*
- > Pavement Management Program - City of Waterloo, IA – *Project Engineer*
- > Pavement Management, Design Standards and Specifications Study - City of Clive, IA – *Project Planning/Staff Engineer*
- > Pavement Management Program & 7-Year Capital Improvement Plan – City of Palos Verdes Estates, CA – *Project Engineer*
- > Pavement Management Program & 10-Year Capital Improvement Plan – City of Jurupa Valley, CA – *Project Engineer*
- > Matrix - Governance Planning Consulting Services - The Woodlands Township, TX – *Project Engineer*



Scott Creech, PE

Village Liaison

Scott's civil engineering experience is extensive and diverse. His experience includes transportation and traffic engineering, hydrology/hydraulics and drainage, site development, parks and recreation, and related construction engineering. Scott has served as Project Engineer and Project Manager for urban and rural roadway design, intersection design/capacity analysis studies, traffic signal design, street lighting, storm sewer, sanitary sewer, storm water management systems, traffic studies, and project development reports. He has performed analysis, modeling, design, and reports for storm water management systems, drainage systems and structures in both urban and rural scenarios. Scott has provided engineering and project management services for a variety of commercial, recreational, industrial/residential developments and corrections facilities. His design experience also includes softball, soccer and basketball court complexes and a variety of parking facilities. His knowledge of the total project process, from conception through construction, has benefited clients in both private and public sectors.

EXPERIENCE

35 Years

EDUCATION

BS: Civil Engineering
MS: Civil Engineering
MBA

REGISTRATION / LICENSE

Professional Engineer - IL
#062047689 - 1991

Professional Engineer - IA
P16141

SELECTED PROJECT EXPERIENCE

- > Woodlands Phases I / II / III, Village of Hinsdale, IL – *Project Manager*
- > Garfield Street (Hinsdale) Design & Construction Observation - Village of Hinsdale, IL – *Village Liaison and Project Engineer*
- > Will County Highways Project Management, Will County Division of Transportation, IL – *Project Manager and Project Engineer*



Larry Stevens, PE, PWLF

Technical Advisor

Larry has enjoyed a long and distinguished career in Municipal Engineering. He served from 2003 to 2009 as Director of the Iowa Statewide Urban Design and Specifications (SUDAS) Program at Iowa State University. Prior to that, he worked for the City of Oskaloosa, Iowa for 22 years, filling the roles of City Engineer and Public Works Director, and in Grinnell, Iowa for five years as the Assistant City Engineer. Larry is a past member of the Board of Directors of the American Public Works Association (APWA), serving as the Region VI Director and then President in 2014, and has served in several other positions of the Iowa chapter, including the presidency. He is also a past Board member of the Institute for Sustainable Infrastructure, which developed the Emission Job and Infrastructure Sustainability Rating System.

His experience also includes extensive research on subjects relevant to the infrastructure needs of municipalities, including roadway subgrades and subbases, utility cut repair techniques and design of rural and urban subdivisions.

SELECTED PROJECT EXPERIENCE

- Pavement Management, Design Standards and Specifications Study - City of Clive, IA – *Project Manager*
- "Paving for Progress" Pavement Management Plan - City of Cedar Rapids, IA – *Municipal Services Manager*
- 2019 North Street Paving, Bloomfield, IA – *Project Manager*



Tyler Ballah

Field Engineer / Data Collection

EDUCATION

BS, Civil Engineering

SELECTED PROJECT EXPERIENCE

- Build Will 2019-2020 Program Management - Will County Division of Transportation, IL – *Project Engineer*
- 2019 Infrastructure Project - Village of Hinsdale, IL – *Staff Engineer*



Timothy Hauser, EIT

Field Engineer

EDUCATION

BS, Civil Engineering

SELECTED PROJECT EXPERIENCE

- Will County DOT, IL - Build Will FY2020-2021 - Will County, IL Division of Transportation – *Project Engineer*
- One-Way Pair Reconstruction Project - City of Fort Madison, IA – *Staff Engineer*



Michael Liska, GISP

Mapping and Data Collection

EDUCATION

BS, Information Systems - Geographic Information

CERTIFICATIONS

GISP, Certified

SELECTED PROJECT EXPERIENCE

- NE 36th Street Reconstruction (I-35 to Delaware Avenue) - City of Ankeny, IA – *GIS Specialist*
- Davenport West Kimberly Road Water Main Replacement - Iowa American Water Company – *GIS Specialist*



Pavement Management Study

Homer Township Highway Department, IL

The Homer Township Highway Department (Township) is unique in that they support the City of Lockport and Village of Homer Glen by providing pavement management services to these municipalities as well as their own unincorporated roads. In 2010, 2012, and again in 2017 HR Green has assisted in setting project priorities for pavement maintenance by preparing a roadway evaluation report and developing a recommended maintenance plan for the 142 centerline miles of roads within the Township.

A field survey was completed to measure roadway segments and to identify pavement, structure, and pavement deficiencies. The roadway characteristics were compared with the PASER rating system developed by the University of Wisconsin - Madison to rank the roadway pavement condition. HR Green then recommended varying maintenance techniques, from crack sealing to reconstruction, for each of the roadway segments, and calculated an estimated construction cost. Utilizing GIS mapping, HR Green developed color-coded pavement condition maps which were prepared for presentation to the Highway Department, Public Works Committee, and the Village Board.

By providing a joint road program project of cooperation with the City of Lockport and the Village of Homer Glen, the Highway Department leverages purchasing power and typically realizes a construction cost savings of 10%-15%. In a typical year, 10 to 15 lane miles of roadway are resurfaced at construction costs of approximately \$/LM.

HR Green has prepared all contract plans, project specifications, construction cost estimate advertisement for bids, and subsequent preparation of contract documents for bidding and award. Typical engineering tasks have included topographic survey, pavement design, geometric roadway design, public involvement, and utility coordination. The bid program bidding and contract documents are prepared and competitively bid in accordance with local ordinance, procedures and guidelines.

HR Green has also provided construction observation and management services for the pavement improvement and maintenance projects. Construction activities undertaken for the road program have included hot-mix asphalt surface removal, full-depth pavement pulverization, roadway widening, reconstruction, hot-mix asphalt resurfacing, curb and gutter replacement, aggregate-modified, grading and shaping ditches, drainage improvements, watering, and pavement grading. HR Green Construction Engineers have maintained the project diary, completed construction log sheets, prepared pay estimates, performed traffic control and erosion control inspections, managed the materials testing sub-consultants and their budget, and ensured the project documentation was completed in accordance with local policies, procedures, and guidelines.

REFERENCE

Dale Hostert
Township Foreman
(Currently with Village of
Homer Glen, IL)
708.473.2013



Pavement Management Plan

Village of Oakwood Hills, IL

HR Green was responsible for the development of useful recommendations for a Roadway Evaluation Report and subsequent 10-Year Maintenance Plan for the Village of Oakwood Hills.

HR Green completed a field survey of over 11 miles of village streets. Following the field survey, the existing roadway condition was analyzed with the PASER rating system. Segments of roadway were assigned a condition based rating on the PASER scale from 10 to 1, with 10 equating to newly constructed roadway and 1 equating to a roadway in desperate need of reconstruction. The Roadway Evaluation Report also contained brief recommendations of the maintenance or rehabilitation techniques required to extend the pavement life another 20 years.

Upon completion and presentation of the Roadway Evaluation Report and associated maps, the village asked the HR Green Team to build off the Roadway Evaluation Report and create a comprehensive 10-Year Recommended Maintenance Plan incorporating all of the village streets. HR Green utilized various maintenance and rehabilitation techniques, and the understanding that the smaller village does not have the luxury of large MFT fund allotments, to include every street in the 10-Year Roadway Maintenance Plan.

REFERENCE

Paul Smith
Village President
3020 North Park Drive
Oakwood Hills, IL 60013
815.444.9435
psmith@oakwoodhills.org



Pavement Management and Consulting Engineering Services

Palos Verde Estates, CA

Since 2015, HR Green has provided full staffing services, including (but not limited to) building and safety administration, construction management, inspection, building official, plan check, civil engineering, public works engineering, transportation planning, traffic engineering, CIP program management, grant writing/administration, and project management.

HR Green provides construction management and inspection of infrastructure improvement, i.e., pavement striping and marking on various roadway; annual street resurfacing and slurry seal program; and citywide drainage improvements and street repairs. These projects include annual slurry seal and pavement rehabilitation as well as residential home reconstruction and installation of fencing, barriers and warning signage. Solarium Canyon improvements, and city hall emergency generator replacement. Our staff also coordinated with City public works maintenance staff in helping prioritize maintenance activities, catch basin cleaning, and placement of water quality BMPs due to El Niño.

Sample Project

Pavement Management Program and 7-Year Capital Improvement

Plan FY 17-18: HR Green performed a manual condition survey of 72.4 Centerline Miles (CCM) roads maintained by the City of Palos Verdes Estates, then developed a pavement management program that included implementing the City's chosen software solution and developing a multi-year capital improvement plan to address the roadway repair, rehabilitation, and reconstruction needs.

After building the existing CIP data and available historical records, the survey was conducted using the MFC software MobileRater™ using the modified ASTM D6423 methodology. Collected data were uploaded into the pavement management software QIPASys™, which was customized to the City's specifications and then used to run a variety of condition planning scenarios. HR Green used the results to make recommendations for repair, rehabilitation, reconstruction and opening, used in the City as well as propose an ideal operating budget over a 7-year period. After considering operating budget, HRG prepared a list of recommended projects and estimated costs to be completed over the following 7 years:

REFERENCE

Laura Guglielmo
City Manager
City of Palos Verdes Estates
340 Palos Verdes Dr. West Palos
Verdes Estates, CA 90274
310.378.0383 x2251
lguglielmo@pvestates.org



City of Jurupa Valley

Upon new City incorporation in 2011, the City of Jurupa Valley (100,000 – population) comprised of 9 diverse communities inherited aging infrastructure and no formal municipal building assets. Since incorporation, **HR Green** has provided full departmental management and on-site staffing for Public Works, Building and Safety, and Engineering. Jurupa Valley is considered one of the most cost-efficiently run communities in the County based on level of service, while consistently exceeding performance metrics.

Sample Project

Pavement Management Program & 10-Year capital Improvement Plan FY 2020: HR Green developed a Pavement Management Program for the City of Jurupa Valley including a comprehensive automated condition assessment, implementation of the StreetSaver™ software, recommending treatment alternative recommendations, and developing a Capital improvement plan.

HR Green audited existing available GIS information from the City and other public sources to create an accurate pavement inventory and upload that into the StreetSaver™ pavement management software. We then assisted the City in developing a Request for Proposal to select an automated data collection firm to assess the conditions within the City. HR Green hired IMS Consulting as a data collection sub-consultant who drove and analyzed the condition of 340 Miles of streets. HR Green then used that data and StreetSaver™ to develop a number budgetary and condition-based planning scenarios. Finally, we made recommendations on potential treatment alternatives as well as developed a prioritized list of recommended projects to be completed over the following 10 years.

REFERENCE

Rod Butler
City Manager
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
951 332 6464
rbutler@jurupavalley.org

"The City of Jurupa Valley continues to be very pleased with the services that we are receiving from **HR Green**. **HR Green** provides highly competent and experienced staff at reasonable hourly rates. In an active and fast-growing city like Jurupa Valley, being able to supplement our internal team with well-managed contract staff makes us all the more effective in serving our residents and the development community."

**Rod Butler, City Manager,
City of Jurupa Valley**



Pavement Management Plan

City of Clive, IA

HR Green was retained by the City of Clive, IA to review the City's standards for street construction and maintenance practices and making recommendations for improvements to achieve long-lasting pavements.

The project included an extensive review of design and maintenance practices. Clive's standards were compared against others in the Metro area, the Statewide Urban Design and Specification (SUDES) standards, and the Federal Highway Administration's recommendations.

Large amounts of pavement condition data were collected and analyzed with complex computer models to identify funding shortfalls, determine the best use of future revenues, and to create strategies that will improve the overall condition of the public road network in Clive.

REFERENCE

Jeff May
Public Works Director
City of Clive
1900 NW 114th Street
Clive, IA 50325-7077
515 223 6231
jmay@cityofclive.com

PROGRAM GOALS

- ▶ Review of the City's standards for street construction and maintenance practices and making recommendations for improvements to achieve long-lasting pavements.
- ▶ Developing an inventory of the City's street system, which consists of 75 centerline and 170 lane miles.
- ▶ Evaluating the system's current roadway condition.
- ▶ Determining major rehabilitation and reconstruction alternatives and the investment that will trigger their use to be used in the data analysis and projections and their life cycle costs.
- ▶ Developing two (2) pavement condition levels needed, one using current design standards and the other using the recommended long-term standards for all existing and future full pavement streets – full from curb to curb by 2025 and all cost reductions will be owner's costs.
- ▶ Using the system and new design standards developing sustainable pavement maintenance procedures with annual reports for the following scenarios:
 - Maintaining three different levels of PCI - 70, 60, and 50.
 - With funding that stays the same as currently exists, which indicates the resulting future PCI.
 - With funding that decreases in the case the franchise fee is not increased in 2025 and the resulting future PCI.



Paving for Progress

City of Cedar Rapids, IA

HR Green was retained by the City of Clive, IA to review the City's standards for street construction and maintenance practices and making recommendations for improvements to achieve long-lasting pavements.

The project included an extensive review of design and maintenance practices. These standards were compared against others in the Metro area, the Statewide Urban Design and Specification (SUD43) standards, and the Federal Highway Administration's recommendations.

Large amounts of pavement condition data were collected and analyzed with complex computer models to identify funding shortfalls, determine the best use of future revenues and to create strategies that will improve the overall condition of the public road network in Clive.

PROGRAM GOALS

- Review of the City's standards for street construction and maintenance practices and making recommendations for improvements to achieve long-lasting pavements
- Developing an inventory of the City's street system, which documents all 75 centerline and 171 lane miles
- Evaluating the system's current roadway conditions
- Determining major rehabilitation and reconstruction alternatives and the associated cost will impact their use to be used in the data analysis and projections and their life cycle costs
- Developing a long-term pavement replacement schedule – one using current design standards and the other using the recommended long-life standards for all existing and future 11 quarter-mile street – the built-out is presumed to comply with 2025 and all city-developing will be compliant with 2025
- Using the agreed-upon five design standards, developing a long-term roadway repair effort schedules with associated costs for the following categories:
 - Maintaining three different levels of PCI: 70, 60, and 50
 - With funding that stays the same as currently exists, which indicates the resulting future PCI
 - With funding that decreases in the case the franchise fee is not renewed in 2020 and the resulting future PCI

REFERENCE

Doug Wilson, PE
City of Cedar Rapids
7525 Bertram Road SE
Cedar Rapids, IA 52403-7111
319.286.5141
dwilson@cedar-rapids.org

Attachment A — Proposal Agreement and Cost

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PROFESSIONAL SERVICES AGREEMENT

FOR

VILLAGE OF HINSDALE PAVEMENT MANAGEMENT STUDY AND MASTER
INFRASTRUCTURE PLAN

Prepared for

Mr. Daniel Deeter
Village of Hinsdale
19 E. Chicago Avenue, Hinsdale, Illinois 60521
Phone (630) 789-7039

Prepared by:

T. Scott Creech, P.E.
Site Director/Client Liaison

Proposal Number: 210933

September 8, 2021

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This **AGREEMENT** is between the Village of Hinsdale, Illinois (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 PROJECT UNDERSTANDING

1.1 General Understanding

The Village of Hinsdale owns and maintains approximately 67-miles of streets. The City is interested in implementing a comprehensive 15-year, Master Infrastructure Plan (MIP) that provides a framework for effectively managing the City's pavements.

COMPANY proposes to complete a network-wide pavement evaluation and establish a system to prioritize future roadway repair, rehabilitation, and reconstruction projects. Using that system, the COMPANY will then provide a 15-year MIP that includes a list of recommended projects, recommendations for improvements to design standards and construction specifications, as well as an evaluation of resources and expenditures required to maintain various levels of condition performance.

2.0 SCOPE OF SERVICES

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

2.1 PROJECT ADMINISTRATION/QC-QA

This item will include general administrative tasks associated with the project including but not limited to:

1. Developing a Project Work Plan and Schedule
2. Managing scope, schedule, and budget in accordance with expectations and schedule established during the initial kick-off meeting, as well as in accordance with the scope.
3. General project correspondence with CLIENT
4. Quality Control/Quality Assurance

2.1 DESKTOP EVALUATIONS

COMPANY shall review publicly available GIS data and historical information. This information will be aggregated and assessed alongside the CLIENT'S current methods, standards, and specifications.

2.2 FIELD EVALUATIONS

COMPANY shall manually collect pavement condition data using ASTM D6433 sampling methodology and GPS enabled capture devices for 67 miles of city-owned roads. Information collected will be processed to generate unique Pavement Condition Index (PCI) values for each roadway segment surveyed. Additional field work may be performed to identify specific pavement improvements or to provide independent verification of pavement characteristics.

2.3 ANALYSIS

COMPANY shall review and summarize collected pavement condition data collected as part of the Desktop Evaluations and Field Evaluations. Detailed analysis will be provided for conditions and trends, as well as any noteworthy results collected. The COMPANY shall also implement a software solution, including pavement condition life-cycle information, localized construction costs, and treatment thresholds/applications. A series of scenarios will then be generated using the chosen software to include at a minimum:

1. Current Budget and current standards
2. Current Budget and recommended Standards
3. Ideal Budget using current standards
4. Ideal Budget using recommended standards
5. Budget required to maintain current conditions.
6. Budget required to improve conditions.
7. Do Nothing Base Case for comparison.

2.4 RECOMMENDATIONS & REPORT

COMPANY shall provide a detailed report that presents the completed analyses related to existing conditions and scenario modelling results as well as the evaluation of and specific recommendations for program improvements related to design standards or changes to the Village Municipal Code. The COMPANY shall then also provide a 15-Year Master Infrastructure Plan containing a prioritized list of proposed roadway projects, including planning-level cost estimates.

The report shall at a minimum include:

1. Executive Summary of objectives, analyses, and recommendations
2. Table of contents, including report sections, figures, and tables.
3. Introduction to pavement management and its importance
4. Design standards and Construction Specifications, review and recommendations for PCC and HMA.
5. Maintenance methods, review and explanations
6. Treatment Alternatives, including a matrix explaining the selection criteria, costs, and effects
7. Data Analysis, for conditions and modelling results, including maps and figures
8. Condition Projections, incorporating data into a pavement management software and interpretation of modeling results
9. Appendices, including a listing of streets and their conditions, draft standards, and policies. All literature references will also be included in this section.



2.5 MEETINGS

The following meetings are included in the scope:

1. Kickoff Meeting with the CLIENT.
2. One (1) progress meeting with the CLIENT during the project. It is anticipated that the meeting will occur upon completion of the H&H modeling and a draft report has been completed.
3. 2 presentations to Village Staff and Village Board of Trustees

Meeting minutes will be prepared and distributed to all attendees after each meeting.

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT

The following deliverables are anticipated and included in the scope:

1. Pavement Management Study and Master Plan
2. Set-up and implementation of a software solution

A preliminary schedule of the project is as follows:

COMPANY anticipates that the proposed work can be completed within 120 working days from the Notice to Proceed.

4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES

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

1. Project Concepts, design, or estimates beyond planning-level
2. Advanced Explorations (GPR, FWD, soil boring, pavement cores, etc)
3. Public-facing website or brochures
4. Addressing Public Comments/Complaints
5. Utility Analysis
6. Software Training

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

5.0 SERVICES BY OTHERS – N/A

6.0 CLIENT RESPONSIBILITIES

The following items are required from the client:

1. Provide necessary and available historical information and data
2. Contact and coordination with other municipal departments for things such as utilities and existing pavement structure
3. Site access



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.

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 \$57,400

Task	DESCRIPTION OF TASK	Labor Task Total	ODC Task Total*	Subs Task Total	Task Total
2.1	Project Management and Administration	6,250	728		6,978
2.2	Desktop Evaluation	4,568			4,568
2.3	Field Evaluation ¹	22,368	1,478		23,846
2.4	Analysis	4,200			4,200
2.5	Recommendations & Report	8,300			8,300
2.6	Software Implementation ²	5,760		1,000	6,760
2.7	Other Tasks	2,733			2,733
	TOTAL	54,179	2,206	1,000	57,400

*Mileage at \$ 0.56/mile standard and \$ 0.85/mile for survey truck

¹Field Evaluations Assumed as Manual Survey; Semi-Automated data collection options may be requested for additional fee.

²Software implementation assumes use of PAVER v7; advanced software options such as StreetLogix, StreetSaver, dTIMS Business Analytics, Cartegraph, or other may be requested for additional fee.



Terms and Conditions

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

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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.

7.23 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.

7.24 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.

7.25 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.

7.26 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.

7.27 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.

7.28 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.

7.29 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.

7.30 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.

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

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.

Attachment

Approved by: Timothy J. Hartnett

Printed/Typed Name: Timothy J. Hartnett

Vice President/ Practice Leader-

Title: Governmental Services- Midwest

Date:

09/08/2021

Village of Hinsdale, IL

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

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Attachment B — HR Green Pavement Management

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Maintaining Your Roads is an Ongoing Battle

D- RATING

The American Society of Civil Engineers (ASCE), in 2021, gave a near-failing D- rating to roadway infrastructure in the United States. Many of our roads are no longer serviceable and money to repair them is becoming scarce.

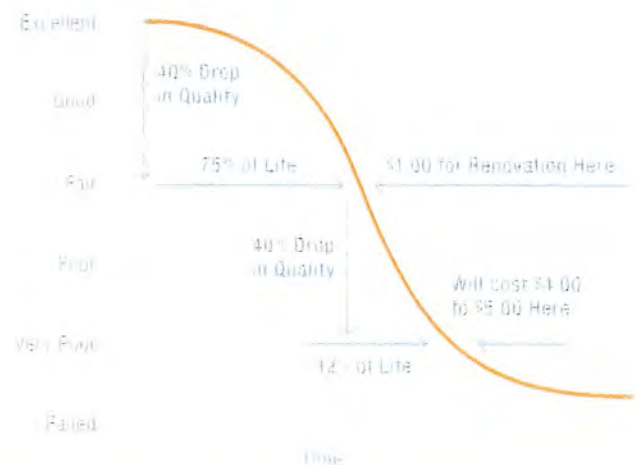
LIMITED FUNDING

Communities, in fact, do not have the resources to sustainably maintain their roads. Federal Transportation funding, based on gas and vehicle taxes, has been stagnant for nearly 20 years, even though construction costs increased 125% over that same period. (Source: ITEP)

PUBLIC DISSATISFACTION

Citizens are questioning how their tax dollars are being spent. Rough roads are becoming less acceptable to the traveling public. Poor roadway conditions impact safe and efficient travel, vehicle property values, influence community quality of life, and give the impression of poor allocation of funds.

PAVEMENT LIFE-CYCLE



WE CAN DO BETTER



Our roads are an important backbone of our economy and how people access goods and services. It is possible to provide the public with smoother roads by optimizing the use of your limited funding through pavement management. **HR Green can help you manage funding limitations and improve roadway conditions.**

The Top 6 Reasons to Use Pavement Management

1. Understand your existing needs
2. Prolong the life of your roads and reduce long-term maintenance costs
3. Establish pavement performance goals and expectations
4. Provide a funding strategy to meet your needs
5. Create an action plan that can be used during annual budgeting
6. Establish trust with the public that roadway maintenance is selected by an objective, data-driven, capital improvement program

APPLY THE RIGHT TREATMENT, TO THE RIGHT PAVEMENT, AT THE RIGHT TIME

Every community has different needs, funding situations, political structures, and approaches to handling roadway maintenance. That is why HR Green specifically tailors each Pavement Management Plan to the individual needs and situations of our clients. We create "Living Documents" that grow and take shape with each community. Whether you need help getting started, or need long-term assistance, HR Green's experienced pavement engineers can lead the way.



Pavement Management Services Guide:

- Inventory + Condition Assessment
- Maintenance, Rehabilitation, Reconstruction Strategies + Standards
- Budgeting + Goal-Setting
- Decision Making Framework Creation
- Software Implementation
- Improvement Prioritization
- Capital Improvement Planning
- Performance Tracking
- Public Involvement

WHY HR GREEN?

Our team uses scenario-based planning to help communities determine an optimal approach to funding and project selection. We also review construction specifications, design standards, ordinances, policies, and maintenance practices. HR Green's experienced pavement engineers can prepare the program and train your staff with the tools and software needed to run your own Pavement Management Program.



LARRY STEVENS, PE, PWLF
Municipal Services Manager

Phone: 313.831.1771
larry.stevens@hrgreen.com



JEREMY KAEMMER, PE, AICP
Municipal Engineer

Phone: 313.831.1771
jeremy.kaemmer@hrgreen.com



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www.hrgreen.com

HR Green is a 501(c)(3) nonprofit

organization. For more information



Pavement Management Study and Master Infrastructure Plan

Chicago - Minneapolis



AGENDA ITEM # 7c
REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: First Reading - EPS

SUBJECT: Contract Award – State of Illinois CMS Bulk Rock Salt

MEETING DATE: November 2, 2021

FROM: George Peluso, Director of Public Services

Recommended Motion

Approve State of Illinois joint bid purchase of bulk winter deicing salt to Compass Minerals in the amount of \$42,679.

Background

Annually, the Village cooperatively solicits bids and bulk purchases winter deicing salt with the State of Illinois and DuPage County. As part of the joint purchase, the Village requests a total of 1400 tons of salt (700 tons per contract). Both contracts require that the Village purchase a minimum of 80% of its allotment, which is 1120 tons (560 tons per contract). There is also a provision in both contracts that allows the Village to purchase more than 100% of the allotment in the event that winter conditions require additional salting. DuPage County allows for the purchase of up to 130% of the allotment, while the State contract allows for 120%.

Discussion & Recommendation

Due to a technicality, the State of Illinois had to rebid their CMS salt contract this year. Recently, the Village was notified of its bid award from the State of Illinois. The lowest bid came from Compass Minerals in the amount of \$60.97 per ton, for a total of \$42,679.

Provided below is a summary of the bid results:

Vendor	Cost (80%)	Cost (100%)
Total (Compass Minerals)	\$34,143	\$42,679

Budget Impact

Staff is recommending that the Village Board approve the State of Illinois bid contract to Compass Minerals in the amount of \$42,679.

To date, the Village has spent \$78,769 of the \$88,473 that was included in the 2021 Budget. Public Services will spend the balance of the 2021 Budget on salt purchases this year and budget funds for the remainder of the two salt contracts in the CY 2022 Budget.

The Public Services Department will monitor salt usage to keep costs as close to the original budgeted amount without altering operations.

Village Board and/or Committee Action

Should the Village Board agree to award this contract, this item will be placed on the Consent Agenda for the November 16, 2021 Village Board of Trustees meeting.

Documents Attached

1. State of Illinois – Compass Minerals – Bid Tabulation

UnitName	Address Billing	Address Delivery	FY22 Bid Ton	FY22 Bid Price/Ton	FY22 Vendor	FY22 PO	FY22 PO Line #	Email Contact
Hinsdale, Village of	19 E Chicago Ave, Hinsdale, IL 60521	225 Symonds Dr	700	\$60.37	Compass	P-30920	147	gpeluso@villageofhinsdale.org; rroehn@villageofhinsdale.org
Lake Park High School East Campus	590 S. Medinah Rd. Roselle IL, 60172	600 South Medinah	75	\$63.37	Compass	P-30920	148	lbuccieri@lphs.org; nandrews@lphs.org
Lake Park High School West Campus	590 S. Medinah Rd. Roselle IL, 60172	500 West Bryn Mawr	60	\$63.37	Compass	P-30920	149	RWOODS@LPHS.ORG; nandrews@lphs.org
Milton Township Hwy. Dept.	23 W 040 Poss St., Glen Ellyn, IL 60137	23 W 040 Poss St.	100	\$62.58	Compass	P-30920	150	mthd@miltonhighway.com
Naperville Community School Dist. 203	251 w. Hillside rd. Naperville IL 60540	700 W. 5th Ave.	270	\$63.37	Compass	P-30920	151	rrechenmacher@naperville203.org
Naperville Community School Dist. 203	180 Fort Hill Drive - PO Box 3020	203W. Hillside Road	270	\$63.37	Compass	P-30920	152	rrechenmacher@naperville203.org
Naperville, City of	11200 Oak Brook Rd. Oak Brook IL 60523	180 Fort Hill Drive - PO Box 3020	13500	\$48.93	Compass	P-30920	153	schwartzhoffc@naperville.il.us
Oak Brook, Village of	17 W 275 Butterfield Road	3003 Jorie Blvd.	800	\$58.78	Compass	P-30920	154	lhammer@oak-brook.org
Oakbrook Terrace, City of	474 Congress Circle North, Roselle, IL 60172	17 W 275 Butterfield Road	400	\$62.58	Compass	P-30920	155	cward@oakbrookterrace.net
Roselle, Village of	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	474 Congress Circle North	1300	\$60.37	Compass	P-30920	156	kayoung@roselle.il.us
State, IDOT - DUPAGE COUNTY (TS# 127C)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	140 N. COUNTY FARM ROAD	200	\$63.37	Compass	P-30920	157	Laura.Shanley@illinois.gov
State, IDOT - Naperville (TS# 127)	Illinois Department of Transportation Attn: Financial Services 201 West Center Court Schaumburg, IL 60196- 1096	28 W 731 OGDEN AVENUE	7000	\$48.93	Compass	P-30920	158	Laura.Shanley@illinois.gov

Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 33 E. First Street in the B-2 Central Business District - Frederick Lynn Haberdasshere - Case A-18-2021

MEETING DATE: November 2, 2021

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan for Façade Improvements to an Existing Building and – 33 E. First Street – Frederick Lynn Haberdasshere

Application Request

The applicant, TTS Granite, Inc. on behalf of Aaron Comes, the building owner and business owner of Frederick Lynn Haberdasshere, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to the exterior façade of the existing two-story building located at 33 E. First Street in the B-2 Central Business District. Frederick Lynn Haberdasshere, which intends to occupy the second floor of the building, will offer custom apparel, accessories, home décor and lifestyle merchandise to customers. The first floor will be occupied by a separate tenant, which has not been determined yet, or could be used in the future for an expansion of Frederick Lynn Haberdasshere.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the International style and was designed by architect Philip Duke West in 1950 for use as his office.

Project Description

The applicant originally presented two different options for the exterior of the building to the Historic Preservation Commission and the Plan Commission. The primary difference between the two options was the removal and replacement of the red face brick on the front façade with a gray brick and the painting of existing masonry (Option A) versus preserving the existing red brick and leaving it unpainted (Option B). Based on the feedback received from the Commissions, the applicant has selected Option B, which will preserve the existing red brick and uses a slightly different paint color scheme. The proposed changes are summarized below:

- **Front (South) Elevation** – The applicant proposes to preserve the existing red brick on the front façade and install an 8 inch band of Indiana Limestone on the base wall of the building. The existing support column, aluminum sign band between the first and second floors, and the aluminum paneling surrounding the second floor windows will all be painted Pantone Cool Gray. The trim and divides for the windows and doors as well as the three (3) existing gooseneck lights will be painted Pantone Pirate Black. New treated wood soffit paneling will also be installed on the underside of the overhang. Three (3) new recessed lights will be installed underneath the storefront overhang.

- Side (West) Elevation – A total of six (6) new windows will be installed, with three (3) on the first floor and three (3) on the second floor. All existing window and door trim will be painted Pantone Pirate Black. The existing aluminum band and paneling areas will be painted Pantone Cool Gray to match the color scheme used on the front elevation.

The applicant proposes to paint only the existing masonry block on the central portion of the side elevation in a white color. This area was previously painted white. An existing side entrance door will be removed and filled with infill brick to match the existing profile and texture. The other existing doors will be painted Pantone Pirate Black. Any unpainted brick will not be painted.

- Rear (North) Elevation – A new rear entrance door with a concrete landing pad, second-floor windows, a black dome fabric awning with a valance, and two (2) new gooseneck lights are proposed on the rear elevation and will be black in color. The abandoned wood utility pole at the rear of the property will also be removed. The existing red brick will not be painted.

At this time, the applicant has not submitted signage plans and will be required to submit a Sign Permit application for review by the Historic Preservation Commission and Plan Commission at a later date. The applicant has also expressed interest in other exterior improvements in the future, including the pedestrian walkway, which would require approval by the adjacent property owner of 29 E. 1st Street.

Discussion & Recommendation

Historic Preservation Commission – The project was reviewed at a public meeting on October 7, 2021. The applicant and project architects provided an overview of the project and answered questions from the Commission. No public comments were provided at the meeting.

The Commission strongly supported preserving the existing red brick in Option B and was opposed to painting the brick or replacing it with a new gray brick shown in Option A. Several Commissioners noted that the removal of the red brick would negatively impact the historic nature of the building and would not match the character of the Downtown Historic District.

The Commission supported painting the existing concrete block on the side elevation along the pedestrian walkway that had previously been painted as well as painting any trim. It was recommended that a lighter shade of gray or complementary color be used on the sign band area between the first and second floors to accentuate the building's architectural feature and future signage. It was noted that the architect, Phillip Duke West, who constructed this building for his office, was an important architect in Hinsdale and designed the Police and Fire Station buildings.

The Historic Preservation Commission recommended approval of Case A-10-2021, the Exterior Appearance and Site Plan Review for 33 E. First Street, by a vote of 6-0 (1 absent), subject to the applicant constructing Option B and retaining the original red brick, using a lighter medium gray color on the intermediate architectural projection (sign band) to complement the black windows, and allowing the block wall on the side elevation to be painted.

Plan Commission – The project was reviewed at a public meeting on October 13, 2021. No public comments were provided at the meeting. Based on the feedback from the Historic Preservation Commission, the applicant stated they had decided to pursue Option B, which preserves the existing red brick, and would be looking into using a lighter shade of gray on the aluminum accent areas. Several Plan Commissioners expressed support for Option B as this would preserve the mid-century modern architectural style and unique features of the building.

By a vote of nine (9) ayes and zero (0) nays, the Plan Commission recommended approval of Case A-18-2021, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 33 E. First Street in the B-2 Central Business District, subject to the condition that the applicant construct Option B.

Village Board and/or Committee Action

N/A

Documents Attached

1. Zoning Map and Project Location
2. Birds Eye View
3. Street View
4. National Register of Historic Places Nomination Sheet (2006)
5. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
6. Exterior Appearance/Site Plan and Sign Permit Applications and Exhibits
7. Draft Ordinance
8. Draft Plan Commission Findings and Recommendations



Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 33 E. First Street in the B-2 Central Business District - Frederick Lynn Haberdasshere - Case A-18-2021

MEETING DATE: November 2, 2021

FROM: Bethany Salmon, Village Planner

Recommended Motion

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The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the International style and was designed by architect Philip Duke West in 1950 for use as his office.

Project Description

The applicant originally presented two different options for the exterior of the building to the Historic Preservation Commission and the Plan Commission. The primary difference between the two options was the removal and replacement of the red face brick on the front façade with a gray brick and the painting of existing masonry (Option A) versus preserving the existing red brick and leaving it unpainted (Option B). Based on the feedback received from the Commissions, the applicant has selected Option B, which will preserve the existing red brick and uses a slightly different paint color scheme. The proposed changes are summarized below:

- **Front (South) Elevation** – The applicant proposes to preserve the existing red brick on the front façade and install an 8 inch band of Indiana Limestone on the base wall of the building. The existing support column, aluminum sign band between the first and second floors, and the aluminum paneling surrounding the second floor windows will all be painted Pantone Cool Gray. The trim and divides for the windows and doors as well as the three (3) existing gooseneck lights will be painted Pantone Pirate Black. New treated wood soffit paneling will also be installed on the underside of the overhang. Three (3) new recessed lights will be installed underneath the storefront overhang.

- Side (West) Elevation – A total of six (6) new windows will be installed, with three (3) on the first floor and three (3) on the second floor. All existing window and door trim will be painted Pantone Pirate Black. The existing aluminum band and paneling areas will be painted Pantone Cool Gray to match the color scheme used on the front elevation.

The applicant proposes to paint only the existing masonry block on the central portion of the side elevation in a white color. This area was previously painted white. An existing side entrance door will be removed and filled with infill brick to match the existing profile and texture. The other existing doors will be painted Pantone Pirate Black. Any unpainted brick will not be painted.

- Rear (North) Elevation – A new rear entrance door with a concrete landing pad, second-floor windows, a black dome fabric awning with a valance, and two (2) new gooseneck lights are proposed on the rear elevation and will be black in color. The abandoned wood utility pole at the rear of the property will also be removed. The existing red brick will not be painted.

At this time, the applicant has not submitted signage plans and will be required to submit a Sign Permit application for review by the Historic Preservation Commission and Plan Commission at a later date. The applicant has also expressed interest in other exterior improvements in the future, including the pedestrian walkway, which would require approval by the adjacent property owner of 29 E. 1st Street.

Discussion & Recommendation

Historic Preservation Commission – The project was reviewed at a public meeting on October 7, 2021. The applicant and project architects provided an overview of the project and answered questions from the Commission. No public comments were provided at the meeting.

The Commission strongly supported preserving the existing red brick in Option B and was opposed to painting the brick or replacing it with a new gray brick shown in Option A. Several Commissioners noted that the removal of the red brick would negatively impact the historic nature of the building and would not match the character of the Downtown Historic District.

The Commission supported painting the existing concrete block on the side elevation along the pedestrian walkway that had previously been painted as well as painting any trim. It was recommended that a lighter shade of gray or complementary color be used on the sign band area between the first and second floors to accentuate the building's architectural feature and future signage. It was noted that the architect, Phillip Duke West, who constructed this building for his office, was an important architect in Hinsdale and designed the Police and Fire Station buildings.

The Historic Preservation Commission recommended approval of Case A-10-2021, the Exterior Appearance and Site Plan Review for 33 E. First Street, by a vote of 6-0 (1 absent), subject to the applicant constructing Option B and retaining the original red brick, using a lighter medium gray color on the intermediate architectural projection (sign band) to complement the black windows, and allowing the block wall on the side elevation to be painted.

Plan Commission – The project was reviewed at a public meeting on October 13, 2021. No public comments were provided at the meeting. Based on the feedback from the Historic Preservation Commission, the applicant stated they had decided to pursue Option B, which preserves the existing red brick, and would be looking into using a lighter shade of gray on the aluminum accent areas. Several Plan Commissioners expressed support for Option B as this would preserve the mid-century modern architectural style and unique features of the building.



REQUEST FOR BOARD ACTION

By a vote of nine (9) ayes and zero (0) nays, the Plan Commission recommended approval of Case A-18-2021, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 33 E. First Street in the B-2 Central Business District, subject to the condition that the applicant construct Option B.

Village Board and/or Committee Action

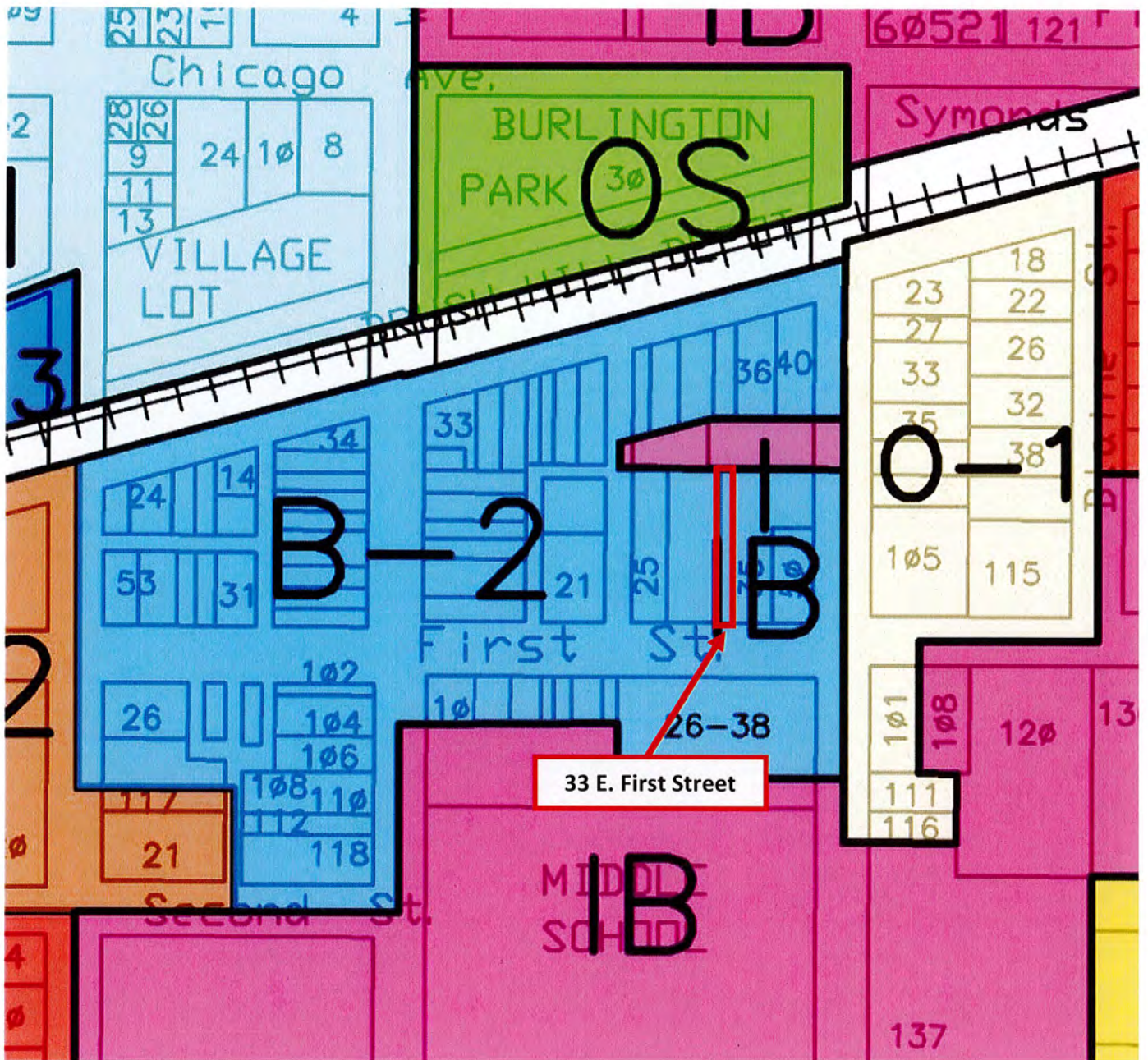
N/A

Documents Attached

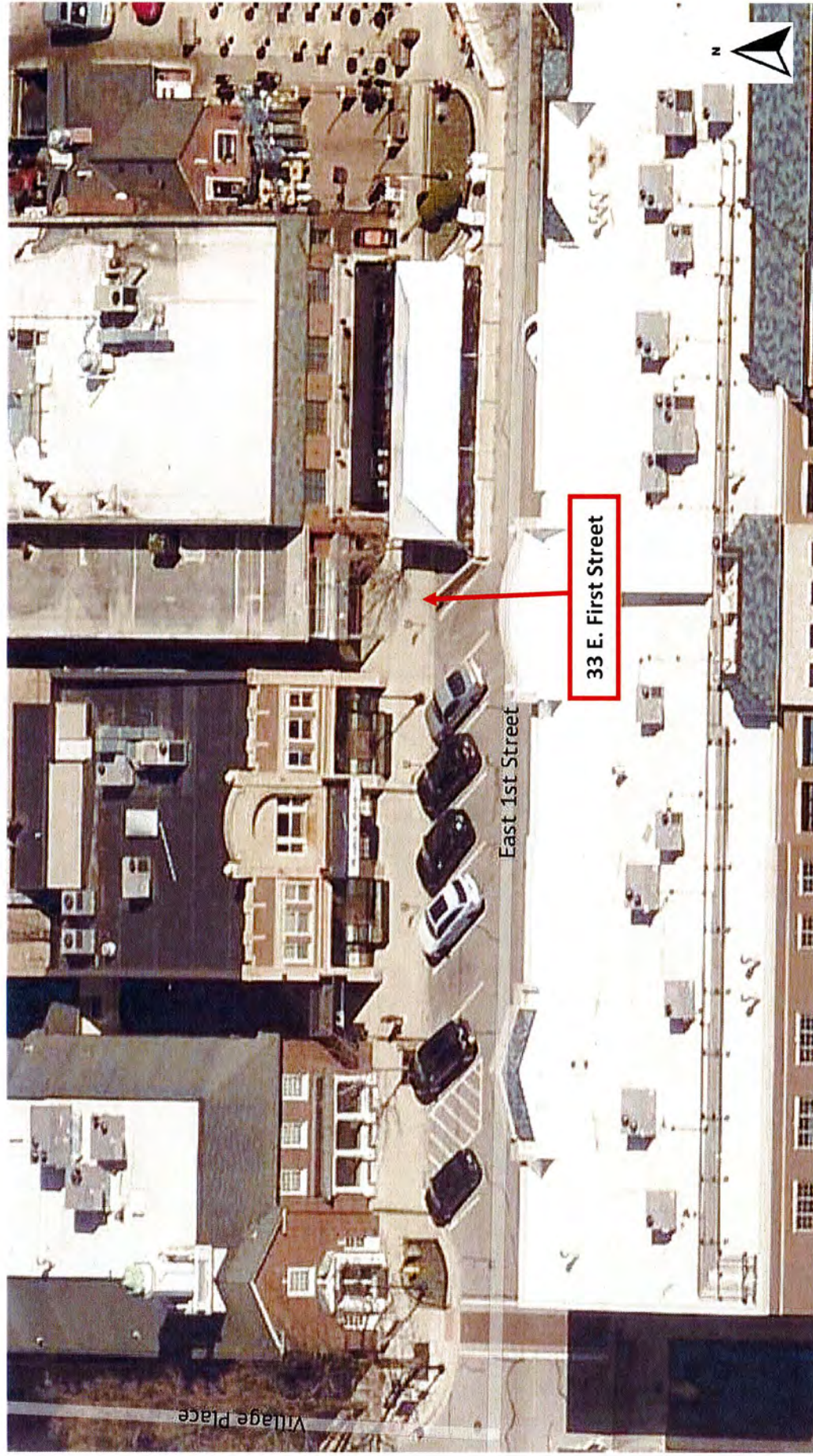
1. Zoning Map and Project Location
2. Birds Eye View
3. Street View
4. National Register of Historic Places Nomination Sheet (2006)
5. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
6. Exterior Appearance/Site Plan and Sign Permit Applications and Exhibits
7. Draft Ordinance
8. Draft Plan Commission Findings and Recommendations

[illegible]

Village of Hinsdale Zoning Map and Project Location



Birds Eye View – 33 E. First Street



Birds Eye View – 33 E. First Street



Street View – 33 E. First Street



United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 6

Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL

INVENTORY OF BUILDINGS

NO		STREET		STYLE/TYPE	DETAILS	DATE	RATING	HIST. NAME	ARCHITECT	BUILDER
19	E	CHICAGO	AV	City Hall/Library	Georgian Revival	1927	C	Hinsdale Memorial Building	Clark, Edwin H.	
20	E	CHICAGO	AV	Park		1877	C	Railroad Park		
8	W	CHICAGO	AV	Gas Station	Colonial Revival	c. 1950	C			
10	W	CHICAGO	AV	One Part Commercial Block	Classical Revival	1926	C			
24	W	CHICAGO	AV	Garage		1915	C			
26-28	W	CHICAGO	AV	Two Part Commercial Block	Art Moderne	c. 1940	C			
8	E	FIRST	ST	One Part Commercial Block	Classical Revival	1944	C	Schweidler & Mewherter Building	Zook, R. Harold	Brainer & Loehman
9	E	FIRST	ST	Two Part Commercial Block	Colonial Revival	1904	C			
10-12	E	FIRST	ST	One Part Commercial Block	Commercial style	c. 1912	C			
11-21	E	FIRST	ST	Two Part Commercial Block	Renaissance Revival	1925	C	Ostrum Building		
14-16	E	FIRST	ST	One Part Commercial Block		c. 1912	C	212-214 First Street Building		
18-20	E	FIRST	ST	One Part Commercial Block		1910	NC	Merrill, John C. F. Building		
22	E	FIRST	ST	Two Part Commercial Block		1978	NC	Hinsdale Chamber of Commerce	West, Phillip Duke	Pierson, Dave
25	E	FIRST	ST	Police Station/Fire Station	Georgian Revival	1935	C	Police and Fire Station	West, Philip Duke	
29	E	FIRST	ST	Theater	Renaissance Revival	1925	C	Hinsdale Theater	Barfield, William Gibson	
33	E	FIRST	ST	Two Part Commercial Block	International Style	1950	C	Philip D. West Office	West, Philip Duke	West, Philip D.
35	E	FIRST	ST	Two Part Commercial Block	Renaissance Revival	1929	C	Ray J. Soukup Building		Ewert, Walter

Village of HINSDALE - COMMERCIAL

ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET # 33

DIRECTION E

STREET FIRST

ABB ST

PIN

LOCAL
SIGNIFICANCE
RATING PS

POTENTIAL IND
NR? (Y or N) N

CRITERIA

Contributing to a
NR DISTRICT? C

Contributing secondary structure?

Listed on existing
SURVEY?



GENERAL INFORMATION

CATEGORY building

CONDITION good

INTEGRITY minor alterations

STOREFRONT INTEGRITY not altered

SECONDARY
STRUCTURE

CURRENT FUNCTION Commerce/Trade - business

HISTORIC FUNCTION Commerce/Trade

REASON for
SIGNIFICANCE Notable International style/50s modern commercial building in Hinsdale

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL
CLASSIFICATION Two Part Commercial Block

DETAILS International Style

BEGINYEAR 1950

OTHER YEAR

DATESOURCE building plans, permit #3302

WALL MATERIAL (current) Brick

WALL MATERIAL 2 (current) Concrete - block

WALL MATERIAL (original) Brick

WALL MATERIAL 2 (original) Concrete - block

PLAN rectangular

NO OF STORIES 2

ROOF TYPE Flat

ROOF MATERIAL Not visible

FOUNDATION Not visible

PORCH

WINDOW MATERIAL wood

WINDOW MATERIAL plate glass

WINDOW TYPE double hung; display

WINDOW CONFIG

SIGNIFICANT
FEATURES Asymmetrical fenestration; ribbon windows that wrap the corner on 2nd floor; broad overhang; stacked brickwork

ALTERATIONS Aluminum soffits; 1953 addition permit (\$2000); 1956 addition permit (\$10,000); 1957 alteration permit (\$10,000); 1986 permit for addition (\$20,000) to include new face brick on second story, relocated west door, built up roof, gutters and downspout.

**STOREFRONT
FEATURES**

Entire storefront is recessed with corner support; historic storefront materials including display and transoms; entry to 2nd floor in corner; signage

**STOREFRONT
ALTERATIONS**

HISTORIC INFORMATION

HISTORIC NAME Philip D. West Office
COMMON NAME Hinsdale Furriers
COST \$18,000
ARCHITECT West, Philip Duke
ARCHITECT2
BUILDER West, Philip D.
ARCHITECT SOURCE building permit



HISTORIC INFO In 1950, Philip Duke West designed and built this building for his own architectural office. Tenants through the years have included the Hinsdale Shoe Tree and the Hinsdale Furriers.

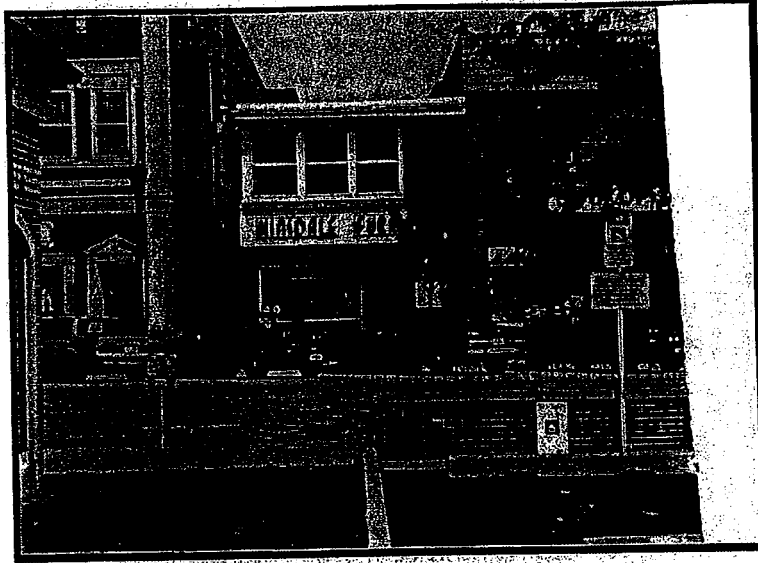
LANDSCAPE Midblock on commercial street; building faces south; no setback; sidewalks and diagonal parking at front

PHOTO INFORMATION

ROLL1 8
FRAMES1 1
ROLL2 6
FRAMES2 25
ROLL3
FRAMES3
DIGITAL PHOTO ID d:\first033e.jpg

SURVEY INFORMATION

PREPARER Jennifer Kenny
PREPARER ORGANIZATION Historic Certification Consultants
SURVEYDATE 6/25/03
SURVEYAREA DOWNTOWN



33 EAST FIRST STREET
Hinsdale Furriers

This building was erected in 1949 for architect Philip Duke West and continues to house, on the second floor, the offices of the architectural firm founded by him and now carried on by his partner, Don Bergstrom, who owns the building.

Over the years the building has housed, among other tenants, the Hinsdale Shoe Tree and the Hinsdale Furriers.

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**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: TTS GRANITE, INC
Address: 3225 LOUIS SHERMAN DR
City/Zip: STEGER, IL 60475
Phone/Fax: (708) 755 / 5200
E-Mail: JNICOLAZZI@TTSGRANITE.COM

Owner

Name: GREEN CANDLE, LLC (AARON COMES)
Address: 33 E 1ST ST
City/Zip: HINSDALE, IL 60521
Phone/Fax: (312) 399 / 1379
E-Mail: AARON@FREDERICKLYNN.COM

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

Name: IAN MCDONNELL
Title: IJM GROUP ARCHITECTS
Address: 608 HILLGROVE
City/Zip: WESTERN SPRINGS, IL 60558
Phone/Fax: (708) 469 / 7674
E-Mail: IAN.IJMGROUP@GMAIL.COM

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

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

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 33 E 1ST ST

Property identification number (P.I.N. or tax number): 09 - 12 - 129 - 011

Brief description of proposed project: NEW REAR ACCESS DOOR WITH LANDING. ADDITION OF NEW LIMESTONE SILL BAND ON FRONT FACADE

EXISTING WINDOW TRIM AND LIGHTING TO BE PAINTED BLACK. EXISTING ALUMINUM COLUMN AND SIGNBOARD TO BE PAINTED COOL GRAY.

ADDITIONAL WINDOWS ADDED ON SIDE AND REAR. EXISTING ENTOMBED WINDOWS TO BE RESTORED ON FIRST FLOOR

General description or characteristics of the site: TWO STORY BRICK BUILDING WITH STREET ACCESS AND SIDEWALK TO

SOUTH. PARKING LOT WITH NEW REAR ACCESS TO THE NORTH. EASTERN PARTY WALL WITH FULLER HOUSE. WESTERN MASONRY FACADE WITH

SHARED ALLEYWAY

Existing zoning and land use: B-2

Surrounding zoning and existing land uses:

North: IB DISTRICT

South: B-2

East: B-2

West: B-2

Proposed zoning and land use: B-2

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

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☒ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E
Special Use Requested: _____

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

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 33 e First Street Hinsdale il 60521

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	2,500sf	3768.70sf
Minimum Lot Depth	125'-0"	198.00'
Minimum Lot Width	20'-0"	18.91'
Building Height	30'-0"	20'-7.5"-NO CHANGE
Number of Stories	2	2- NO CHANGE
Front Yard Setback	0'-0"	0'-0"-NO CHANGE
Corner Side Yard Setback	N/A	N/A
Interior Side Yard Setback	0'-0"/0'-0"	0'-7.5"/0'-0"-NO CHANGE
Rear Yard Setback	20'-0"	8'-7"-NO CHANGE
Maximum Floor Area Ratio (F.A.R.)*	2.5	1.76-NO CHANGE <small>*6561sf</small>
Maximum Total Building Coverage*	80%	87.6%- NO CHANGE <small>*3357.6sf</small>
Maximum Total Lot Coverage*	100%	100%- NO CHANGE <small>*3768.7sf</small>
Parking Requirements		EXISTING STRUCTURE IS SERVED BY A PUBLIC PARKING LOT. NO ADDITIONAL PARKING IS REQUIRED
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information	N/A	N/A

* Must provide actual square footage number and percentage.

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

STATE OF ILLINOIS

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 of 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 MAKING OF A DEMAND FOR PAYMENT.

On this 14 day of July, 2011, the above named parties, jointly and severally, appeared before me, a Notary Public in and for the State of Illinois, and acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

Signature of Applicant or authorized agent:

Signature of Notary Public or authorized agent:

Laurie Nicolazzi

[Signature]

Name of Applicant or authorized agent

Name of Notary Public or authorized agent

SUBSCRIBED AND SWORN

before me this 14 day of July, 2011.

[Signature]
Notary Public

OFFICIAL SEAL
LAURIE M NICOLAZZI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/31/22



**COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA**

Address of proposed request: 33 E 1ST STREET

REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

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

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

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

SEE ATTACHED RESPONSES FOR ALL CRITERIA

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

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

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access; parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.
5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.
13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.
14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.
15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.
16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

REVIEW CRITERIA – Site Plan Review

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

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

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
2. The proposed site plan interferes with easements and rights-of-way.
3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.
11. The proposed site plan does not provide for required public uses designated on the Official Map.
12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

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: TTS Granite, Inc.

Owner's name (if different): Green Candle, LLC (Aaron Comes)

Property address: 33 East First Street Hinsdale

Property legal description: [attach to this form]

Present zoning classification: IB, Institutional Buildings

Square footage of property: 3767.6sf

Lot area per dwelling: n/a

Lot dimensions: 18.91'x 198'

Current use of property: Vacant

Proposed use: ☐ Single family detached dwelling
☒ Other Commercial Retail

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

Brief description of request and proposal

Plans & Specifications: [submit with this form]

Provided: _____ Required by Code _____

Yards:

front: _____
interior side(s) _____

Provided:

Required by Code:

corner side
rear

Setbacks (businesses and offices):

front:	0'	0'
interior side(s)	0'-7' 5" 0'	0' 0'
corner side	n/a	n/a
rear	8'-7"	20'
others	n/a	0'
Ogden Ave. Center	n/a	n/a
York Rd. Center	n/a	n/a
Forest Preserve	n/a	n/a

Building heights:

principal building(s)	20'-7' 5"	30'
accessory building(s)	n/a	n/a

Maximum Elevations:

principal building(s)	n/a	n/a
accessory building(s)	n/a	n/a

Dwelling unit size(s): n/a n/a

Total building coverage: 87.6% 80%

Total lot coverage: 100% 100%

Floor area ratio: 1.76 2.5

Accessory building(s): n/a

Spacing between buildings: (depict on attached plans)

principal building(s):	n/a
accessory building(s):	n/a

Number of off-street parking spaces required 0

Number of loading spaces required 0

Statement of applicant:

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

B,

Applicant's signature

Applicant's printed name

Dated

7-22

at

21

Aaron Comes
524 S Spring Ave
LaGrange, IL 60525
312-399-1379

7/20/2021

To Whom it May Concern:

I Aaron Comes, owner of the building located at 33 E 1st Street, Hinsdale, IL, hereby authorize Joe Nicolazzi of TFS Granite, Inc. to complete and sign any necessary applications and forms regarding the development of the aforementioned property on my behalf. Please the attached deed as Proof of Ownership.

Respectfully,

Aaron Comes

COMMUNITY DEVELOPMENT DEPARTMENT
REVIEW CRITERIA:
October 18, 2021

Re: Commercial Renovation
33 East 1st Street
Hinsdale IL 60521

1. **Open Spaces.** The quality of the open space between buildings and in setback spaces between street and facades
The changes proposed for 33 East 1st street will minimally impact the existing spacial conditions of the building. The existing recessed entrance will remain, the existing passage between it and its neighboring structure will remain as is. The only alteration is to create a rear entrance and landing to the public parking behind the structure to create a safer passage for the building's clients. The area in the rear is currently under-utilized and the proposed changes will direct clients away from traversing the utility and delivery area for the adjacent structure
2. **Materials.** The quality of materials and their relationship to those in existing adjacent structures
The overall material character of 33 East 1st Street will not be changed from the context it shares with its neighboring buildings. The existing brickwork will remain as is with minor repair work and the inclusion of a 8" limestone sill. The existing paint coat on the side masonry block will be refreshed, and the existing window and door trim shall be repainted Pantone Pirate Black. The large aluminum sign board and front column will be painted a neutral gray to not contrast with its environment
3. **General Design.** The quality of the design in general and its relationship to the overall character of the neighborhood
The general design will remain as is, with minor refinishing of window and door trim, and the addition of the rear entry. The new windows will largely be along the private alley or the rear parking where it won't interfere with the streetface of 1st St
4. **General site development.** The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible
In the proposed design changes, the general site qualities shall not be altered from the existing condition. No landscaping, recreation, auto access, parking, property service, or vehicular traffic patterns will be affected by the proposed changes
5. **Height.** The height of the proposed buildings and structures shall be visually compatible with adjacent buildings
The existing height relationship between this structure and its neighbors will not be affected by any of the proposed changes.

6. **Proportion of the front facade.** The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related
The proportions of the front facade of 33 East 1st Street will not be impacted by our proposed changes. The overall structural massing will not be changed, just refinished. Pedestrian views of the building will largely remain the same.
7. **Proportion of Openings.** The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related
The proportions of the openings along the front facade of the structure will not be altered by our designs. At the rear, the addition of a rear access with covered awning and the windows above will not greatly impact the visual to the public parking lot as there is a large variety of glazing amounts represented on the adjacent building faces. Along the side alley, the inclusion of new windows will match the existing proportions of openings on the structure, including the uncovered windows entombed in the existing structure.
8. **Rhythm of solids to voids in the 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 predominant massing of solids and voids shall not be affected by our revisions. At the structure's rear, the addition of the new access point and windows will provide a small void in what is currently a massive masonry face, but there is currently little prevailing rhythm to the facades that share the public parking lot
9. **Rhythm of spacing and buildings on streets.** The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with buildings public ways, and places to which it is visually related
The Rhythm and Spacing of 33 East 1st Street will not be impacted by our proposals. The existing adjacencies will remain
10. **Rhythm of entrance porch and other projections.** The relationship of entrances and other projections to sidewalks shall be visually compatible with buildings public ways, and places to which it is visually related
The rhythm of the entry condition and the overhead projections shall not be altered in the course of our design along the street face.
11. **Relationship of materials and texture.** The relationship of the materials and texture of the facade shall be visually compatible the predominant materials to be used in the buildings and structures to which it is visually related
The textural relationship and the proportion of the property shall not be changed by the proposed work. Care will be taken to match all infill brick to the scale and and texture of the existing masonry of the neighborhood context
12. **Roof Shapes.** The roof shape of a building shall be visually compatible with the buildings to which it is visually related
The flat roof condition of 33 East 1st Street shall remain as is.
13. **Walls of Continuity.** Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristics of the areas, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related

The continuity of wall conditions along East 1st Street will not be affected by our proposed designs. The existing public way will not experience changes to the existing enclosure of wall massing

14. **Scale of building.** The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related
The scale, size, and mass of the building shall not be changed with respect to the public ways in which they are visually related.
15. **Directional expression of front elevation.** The 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 directional expression of 33 East 1st Street will not be changed in a way meaningful to the existing street face. The overall massing of the structure will remain the same in all circumstances.
16. **Special Consideration for existing buildings.** For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing
No special considerations are anticipated in the pursuit of our design. Any masonry infill shall match the texture, proportion, and coloration of the existing masonry

Site Plan Review

1. **The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable**
The proposed use of 33 East 1st Street is in line with the specified standards and uses of the B-2 district. Clothing retail and tailoring is allowed within the use district. All ancillary uses proposed for clientele usage shall compose less than 10% of the structures usage
2. **The proposed site plan interferes with easements and rights-of-way**
No easements and rights-of-way will be adversely impacted by the proposed building changes
3. **The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site**
No proposed changes will destroy, damage, interfere with, or detrimentally modify physical features of the site
4. **The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property**
The proposed revision to the Site Plan will have no impact on the relationship of the existing building to the surrounding properties
5. **The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably**

creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off site.

The proposed addition of a rear entry to 33 East 1st Street will divert customers from the use of the passage between the structure and its Western neighbor. All proposed changes will improve the condition of foot traffic and have no impact on vehicular circulation

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

No screening of the site will be altered in the proposed plans.

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

The amenities provided by the existing structure and landscaping will not be affected by the suggested building renovation

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

The amount of open space and its maintenance will not be affected by the proposed revisions to 33 East 1st Street

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

No on-site drainage will be affected by the proposed changes to the site

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

No proposed changes will affect the function of utilities serving the area

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

No designated public uses will be adversely affected by the changes to 33 East 1st Street

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

The minor changes proposed to the Site Plan will, in fact, improve the public safety by directing clients for 33 East 1st Street to a rear entrance from the public parking lot as opposed to directing them up a dark, narrow, and steeply graded passage.

SPECIAL WARRANTY DEED
ILLINOIS STATUTORY
LIVING TRUST

FIRST AMERICAN TITLE
FILE # AF 1002717

Preparer File: AF1002717
FATIC No.: AF1002717

THE GRANTOR, Susie Duboe-Bryant, Trustee of the Susie Duboe-Bryant Trust, dated January 29, 2004, of the Village of Hoffman Estates, County of Cook, State of Illinois, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEYS and WARRANTS to Green Candle, LLC, an Illinois Limited Liability Company, of the Village of Hinsdale, of the County of DuPage, State of Illinois, all interest in the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO: covenants, conditions and restrictions of record, general real estate taxes not yet due or payable

Grantor, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under the grantor.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 09-12-129-011

Address(es) of Real Estate: 33 E 1st St
Hinsdale, Illinois 60521

Dated this 8th day of April, 2021

Susie Duboe-Bryant, Trustee
SUSIE DUBOE-BRYANT, AS TRUSTEE OF THE SUSIE DUBOE-
BRYANT TRUST DATED JANUARY 29, 2004



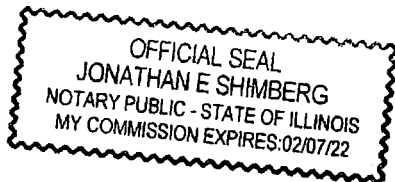
First American
Title Insurance Company

Special Warranty Deed - Individual

STATE OF ILLINOIS, COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Susie Duboe-Bryant, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 24 day of April, 20 21.



Jonathan E Shimberg
Notary Public

Prepared by:
Shimberg & Crohn, P.C.
9003 Lincolnwood Dr.
Evanston, IL 60203

Mail to:

Jodi Pacer, Esq
824 S. Scoville
Oak Park IL 60304

Name and Address of Taxpayer:

GREEN CANDLE, LLC
524 S. Spring Ave.
La Grange IL 60525-2749



First American
Title Insurance Company

Special Warranty Deed - Individual

COMMUNITY DEVELOPMENT DEPARTMENT

Cover Letter:

October 18, 2021

Re: Commercial Renovation
33 East 1st Street
Hinsdale IL 60521

Frederick Lynn Haberdasshere was established in 2010 as a home based custom apparel company. As business grew, I leased and redesigned a showroom in Chicago where I met with clients on a by-appointment basis, specializing in custom apparel, accessories, and lifestyle merchandise. The events of 2020 led me to the decision to relocate my business to the suburbs with the intent of owning the building from which Frederick Lynn is run.

The overall business model of Frederick Lynn Haberdasshere will remain the same as it was when located in Chicago. I have a private clientele that I meet with on a one-on-one basis, consulting on their wardrobe needs. In addition to custom apparel, Frederick Lynn offers accessories such as belts, socks, jewelry, leather goods, etc. Lifestyle merchandise, including coffee makers, collectibles, lighting, barware, and home decor are also available.

Frederick Lynn's existing clientele is 90% male/10% female. The largest percentile of those customers currently live in Hinsdale. Historically, only 35% of my sales have been in-store, due to the fact that the Chicago location was open by appointment only. In Hinsdale, I plan to have regular business hours Tuesday-Friday, 10am-6pm and Saturday 10am-4pm. I will continue to have custom appointments Monday-Sunday.

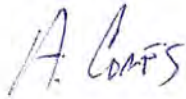
The first floor is being optimized to provide the flexibility to host a future tenant, or to provide expansion space for the sale of clothing and accessories associated with my brand. The Second Floor will host the majority of Frederick Lynn's operations with my private office, tailoring space, additional work rooms, and material storage. Part of my business model is to provide a one-of-a-kind experience for customers while shopping, and as such, great care will be taken to make the interior a stunning space visually.

When considering the exterior ambiance of the building, it is important to us to preserve the historic aesthetic that is valuable to downtown Hinsdale. This will be achieved by keeping the overall profile of the building the same, and maintaining the materiality of the structure. The existing masonry will remain, with the existing alley Masonry block being repainted white. All infill masonry at the rear door relocation will be matched as exactly as possible to the existing brick size, texture, and coloration. Additional banks of windows will be added at the second floor alley face and the rear wall to make the interior more habitable, and a rear entrance is being added for safer egress. Existing entombed transom windows along the alleyway will be reopened as well to add to the natural lighting of the space.

Any masonry infill will contain the same texture and profile as the existing brick, and the existing damaged brick along the base of the storefront will be covered by an 8" Indiana Limestone band to protect it from future damage. At the rear entrance, 2 goose-neck sconce lights and a half dome, black Sunbrella fabric, awning will be added at the doorway. The existing aluminum column and signboard will be painted a neutral Pantone Cool Gray. In addition, the abandoned light/utility pole will be removed from the rear of the building adjacent to the parking.

Once the building renovations are complete, this will be a one-of-a-kind experience for anyone who walks in. It will become a destination place to which people will travel. It is important that the building represents the branding of the business, while still keeping the desired aesthetic within Hinsdale.

Respectfully,

A handwritten signature in blue ink, appearing to read "A. Comes".

Aaron Comes

ALTA/NSPS Land Title Survey

CDK & PRIMARY SURVEY LTD.
4313 N. NEW ENGLAND HARWOOD HTS. ILLINOIS 60706
Creating ALTA, As-Built, Boundary, Condominium & Topographic Surveys
(708) 887-1770 (FAX) 887-1770

THE WEST 18.31 FEET OF THE EAST 118.31 FEET OF LOTS 7, 8 AND 11 [EXCEPT ANY PART THEREOF THAT MAY FALL WITHIN THE WEST 115 FEET OF SAID LOTS] IN BLOCK 2 IN THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 [EXCEPT RAILROAD LANDS] OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1886, AS DOCUMENT 7738 IN DUPAGE COUNTY ILLINOIS.

COMMONLY KNOWN AS
E. 33rd ST.

LOT 7 LOT 8
[IN LAKE 5 SUBDIVISION OF LOTS 1, 3 & 4 IN BLOCK 2 RECORDED 11/4/1871]

NO EGRESS & PUBLIC PARKING ON & OVER LOTS 7 AND 8 IN LAKE 5 SUBDIVISION SHOWN HEREON PER VILLAGE OF HINSDALE & JUNE 21, 1960 TRUST NO. 24522 RECORDED MAY 18, 2004 AS DOCUMENT 13281

SURVEYOR'S NOTE:

1. ROBINS GRANTS WARRANTY DEED TO VILLAGE OF HINSDALE APRIL 9, 1887 DOC. NO. 37312 [W. 50' OF LOTS 7, 8 AND 11 IN BLK 2 N. THE PLAT OF TOWN OF HINSDALE, AUGUST 14, 1886 DOC. NO. 7738]

2. ROBINS GRANTS WARRANTY DEED TO G. ROBINS JULY 27, 1892 DOC. NO. 42086 [LOTS 7, 8 AND 11 IN BLK 2 N. THE PLAT OF TOWN OF HINSDALE, AUGUST 14, 1886 DOC. NO. 7738]

3. ROBINS GRANTS WARRANTY DEED TO J. WOODS DECEMBER 24, 1900 DOC. NO. 42086 [LOTS 7, 8 AND 11 [EXCEPT THE W. 50' THEREOF] IN BLK 2 N. THE PLAT OF TOWN OF HINSDALE, AUGUST 14, 1886 DOC. NO. 7738]

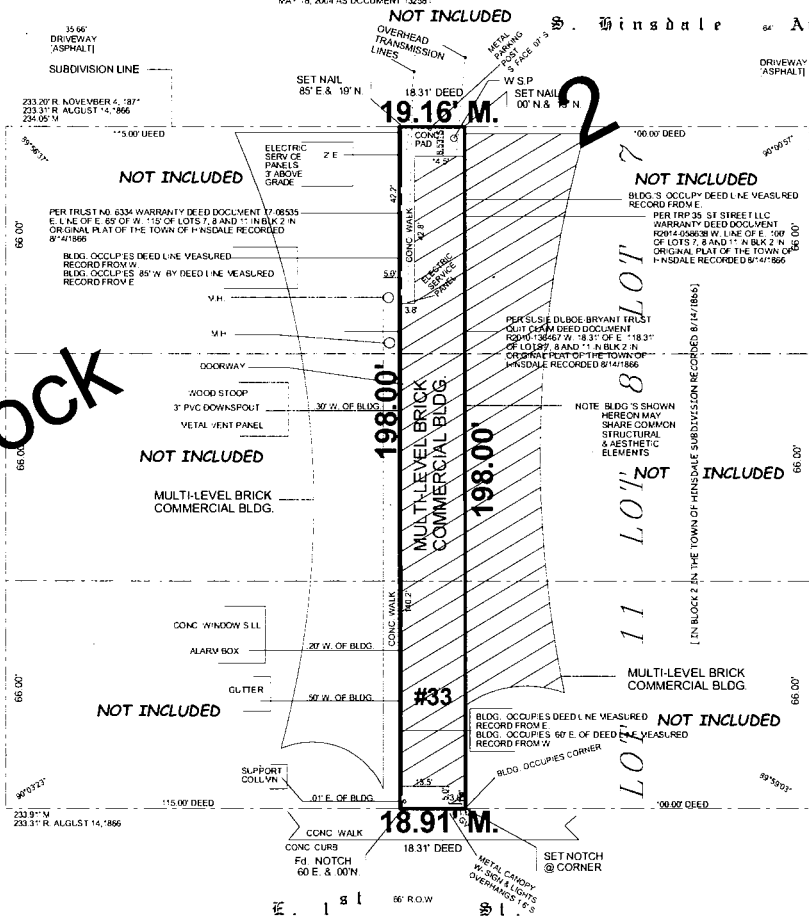
4. WOODS GRANTS WARRANTY DEED TO HINSDALE HEATER BUILDING CORPORATION JANUARY 22, 1925 DOC. NO. 167507 E. 85' OF W. 115' LOTS 7, 8 AND 11 IN BLK 2 N. THE PLAT OF TOWN OF HINSDALE, AUGUST 14, 1886 DOC. NO. 7738]

5. WOODS GRANTS WARRANTY DEED TO R. SOUKUP SEPTEMBER 28, 1929 DOC. NO. 287028 E. 100' OF LOTS 7, 8 AND 11 IN BLK 2 N. THE PLAT OF TOWN OF HINSDALE, AUGUST 14, 1886 DOC. NO. 7738]

6. WOODS GRANTS EJECTORS DEED TO P. WEST MARCH 10, 1930 DOC. NO. 368008 W. 18.31' OF E. 118.31' OF LOTS 7, 8 AND 11 [EXCEPT ANY N.W. 1/4 OF SAID LOTS] IN BLK 2 N. THE PLAT OF TOWN OF HINSDALE, AUGUST 14, 1886 DOC. NO. 7738]

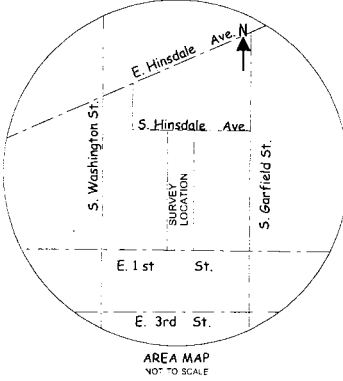
Block

Village place



LEGEND:

AC= AIR CONDITIONER
CB= CATCH BASIN
CONC= CONCRETE
EB= ELECTRIC BOX
PHY= FIRE HYDRANT
GV= GAS VALVE
LP= LIGHT POLE
MH= MANHOLE
PIN= PROPERTY INDEX NUMBER
TBM= TEMPORARY BENCHMARK
WB= WATER BOX
WV= WATER VALVE



Graphic Scale: 1" = 35'

Scaling From Reproduction Not Recommended
Distances are marked in feet and decimal parts thereof
To: GREEN CANDLE LLC, Write and Commercial Banking
1262 S. Route 83 Suite 100 W. Oakbrook, IL 60521
American Title Co. & Trust Co. 120 W. University Ave.
Chicago, IL 60644-4028
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1 THROUGH 10 THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 23, 2020.

Order No. 991-6905A

Ordered by: LTD

Surveyed by: Kevin P. Duffy

IL P.L.S. #3228
EXPIRES 11/30/2022

NOTE: CORNERS, OFFSETS, IF SHOWN HEREON, MAY HAVE BEEN REQUESTED ARE IN WGS84 ELEVATIONS ARE NAVD83 GEOID 12A OR UNMOUNTED FENCES SHOWN HEREON MEASURED ALONG & ACROSS LOT LINES
ALSO: GRADE LEVEL MATERIALS SHOWN HEREON AS AMALGAMATED

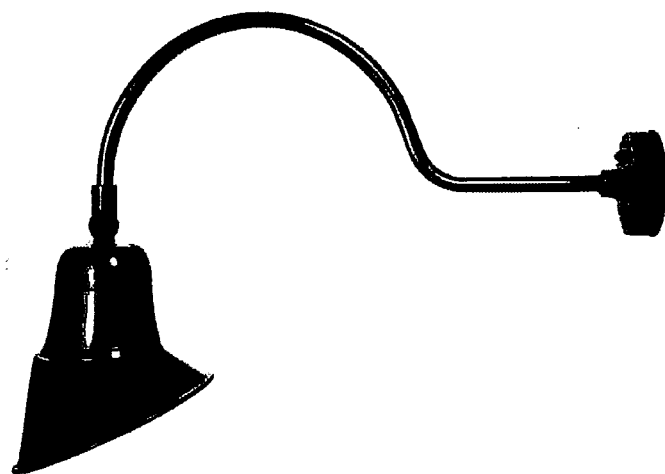
State of Illinois)
County of Cook) ss

CDK & PRIMARY SURVEY LTD. hereby certifies that a survey has been made at and under our direction of the property described above, and that the plat hereon shown is a correct representation of said survey. L.P.D.F. #2812 CHICAGO, ILL. DECEMBER 23, 2020

by Kevin P. Duffy
IL PROFESSIONAL LAND SURVEYOR #3228



[Home](#) / [Residential Lighting](#) / [Decorative Lighting](#) / [LED Gooseneck Light | E-WDG Series | 10-inch Angled Shroud | 3000K | Black](#)



LED Gooseneck Light | E-WDG Series | 10-inch Angled Shroud | 3000K | Black

★★★★★ 4.0 (2)

\$167.99

Knock this price down to \$151.19. Join e-cono+ for free today [SIGN UP](#)

CLEARANCE



[LED Gooseneck Light | E-WDG Series | 10-inch Straight Shroud | 3000K | Black](#)

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[LED Gooseneck Light | E-WDG Series | 14-inch Angled Shroud | 3000K | Black](#)

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[LED Gooseneck Light | E-WDG Series | 14-inch Straight Shroud | 3000K | Black](#)

\$167.99



[LED Gooseneck Light | E-WDG Series | 10-inch Angled Shroud | 3000K | White](#)

\$99.99 WAS \$114.99



[LED Gooseneck Light | E-WDG Series | 10-inch Straight Shroud | 3000K | White](#)

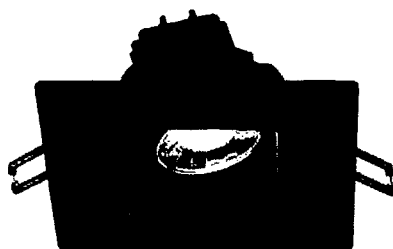
\$99.99

Product Overview

Replaces 100-watt Incandescent. 20-watt LED Gooseneck Light with 10-inch angled shroud delivering 1300 lumens 3000K, black, cULus Listed, 5-year limited warranty.

FEATURES

RECOMMENDED USE

[Home](#) › [Indoor Lighting](#) › [Recessed Lighting](#) › [New Construction / Remodel](#)

Lotus 7.5 Watt 3" Square
Regressed LED Gimbal - 15°
Beam Angle - 3000K - 600
Lumens - Black



★★★★★ 1 review

SKU: LSG3-30K-BK-15D

[View Q&A](#)

Lead Time: Normally Ships in 3-5 Business Days

[Need it Sooner? Contact Us](#)**\$58.80**/ea

1

ADD TO CART

ADD TO PROJECT

ADD TO QUOTE

Recommended Accessories

Select the accessories you would like to add **before** clicking "ADD TO CART" above.

<input type="checkbox"/> Name	SKU	Price	QTY
<input type="checkbox"/> Lotus Flanged Rough-In Plate with Expandable Bars for LRG3/LSG3 Models	FRP312	\$11.04/ea	<input type="text" value="1"/>
<input type="checkbox"/> Lotus 6' Extension Cord	EXC6	\$8.32/ea	<input type="text" value="1"/>
<input type="checkbox"/> Lotus 20' Extension Cord	EXC20	\$12.45/ea	<input type="text" value="1"/>

Product Overview

Save on labor with the Lotus 3" square regressed LED gimbal downlight. Installation is simple, just cut a hole in the ceiling and the attached spring clips snap the fixture into place - no housing required! These slim recessed fixtures are air-tight, IC-rated for direct contact with insulation, and suitable for damp or wet locations. A high CRI provides true color rendering in area of illumination as well. Ideal applications include sloped ceilings and highlighting artwork or other features.

The LSG3-30K-BK-15D is a 3" square 7.5 watt regressed LED gimbal downlight in a black finish that provides 600 lumens of 3000K warm white light and the following features:

Downloads

Specification Sheet: [DOWNLOAD PDF](#) Brochure: [DOWNLOAD PDF](#) Dimmer Compatibility: [DOWNLOAD PDF](#) Photometrics: [DOWNLOAD IES](#)

Color Temperature



BLOCKS & SLABS

For over a century, Indiana Limestone Company has been a leading supplier of the world's finest limestone to fabricators of all sizes. For consistent high quality and immediate delivery, turn to Indiana Limestone Company for select blocks and slabs. Discover more about the benefits at IndianaLimestoneCompany.com.



To order or for dealer information, call **800.457.4026** or visit IndianaLimestoneCompany.com



SPECIFICATION & TECHNICAL INFORMATION

Indiana Limestone is a desirable choice for masons, installers, and contractors for residential, commercial, and institutional projects. If you need an installation detail, please contact your Regional Sales Manager IndianaLimestoneCompany.com.

Indiana Limestone Blocks and Slabs

Indiana Limestone Company provides you with the most consistent, high quality, select Indiana Limestone blocks in the widest range of sizes, colors, and grades for immediate delivery.

Benefits

As a customer, you can count on these outstanding benefits when ordering your raw material from Indiana Limestone Company:

- Immediate availability of inventory on Indiana Limestone block orders.
- Huge inventory of Indiana Limestone available in all grades and colors. A reliable supply of over 10,000 blocks on 90 acres.
- Consistent quality of our Indiana Limestone from 4,500 acres of reserves.
- Marketing materials that support the quality of Indiana Limestone to your end customer.
- New Microsoft Dynamix ERP with computerized block and slab inventory database

Color

Buff: Traditional buff color ranging from cream to light brown with some veining and grain movement visible in the face and fine to medium grained stone.

Silver Buff: Clean buff color with subtle silver colored veining in the foreground and fine to medium grained stone.

Rustic Buff: Traditional buff color ranging from cream to light brown with visible veining in the face and medium to coarse grained stone.

Full Color Blend: A natural compilation of the full range of buff to medium gray shades with the same great subtle veining. All of our full color blend is standard grade.

Gray: Light to medium shades of gray with some veining and grain movement visible in the face and fine to medium grained stone.

Old Gothic: Wide variation of grain density and movement from piece to piece. Within the piece, visible shells, frequent voids and pits (pea to penny size, sometimes larger), some rust, pronounced calcium beds and veining.

Mavise Stone: Contains the characteristics and structural integrity of a high-density material with a unique colorization.

Grade

Select: Fine grained stone having a controlled minimum of inclusions and veining.

Standard: Average to large grained stone permitting an average amount of inclusions and veining.

Rustic: Large to coarse grained stone permitting an above average amount of inclusions and veining.

Please Note:

- Full color blend material is always standard grade unless otherwise noted.
- Mavise is not a graded material.
- Slabs come with a belt sawn finish only.



Indiana Limestone

Specification and Technical Information

Properties of Indiana Limestone

Most building designs that incorporate Indiana Limestone consider these properties:

Ultimate compressive strength of dry specimens

Value: 4,000 psi min.* Test STD: ASTM C170

Modulus of rupture of dry specimens

Value: 700 psi min.** Test STD: ASTM C99

Absorption

Value: 7.5 % max. Test STD: ASTM C97

**Most Indiana Limestone products indicate min. values in excess of 4,000 psi, but this value is listed as an engineering reference.*

***Wind load and other bending forces are typically calculated at 1,000 psi for modulus of rupture*

NOTE: All Indiana Limestone meets or exceeds the strength requirements set forth in ASTM C568 for Type II Dimension Limestone

Abrasion Resistance

When used in flooring, paving, or steps, the abrasion resistance should be specified.

Value Range: (Abrasive Hardness)

6 min. to 17 max.† Test STD: ASTM C241

†Stone preparation and installation details are important in assuring hardness of 8 for heavy traffic areas. Specify abrasive hardness of 6 for light traffic areas such as patios, plazas, and wide sidewalks.

Dampproofing

- Where limestone is to be used at or below grade, dampproofing must be applied.
- Dampproofing the face of backup or structural concrete is helpful, but is not a substitute for back painting the stone.
- In cases where limestone is to be covered by soil or paving at grade and where the stones will present an evaporation surface above grade, the dampproofing must be carried up the partially exposed face at least to grade level.
- Indiana Limestone Company recommends a cementitious based waterproof coating.

Delivery, Storage, and Handling

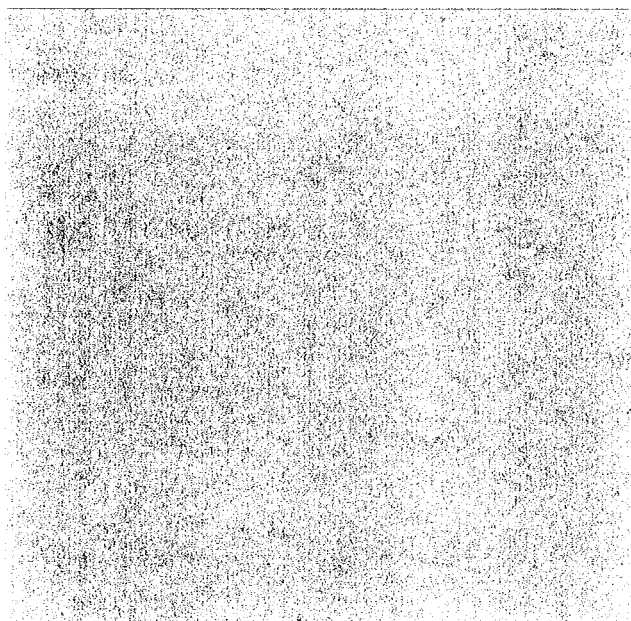
- Product will be supplied adequately packaged on pallets or timbers to keep finished stone clear of the ground.
- Storage area should be a well-drained space, graveled or chipped for protection against mud splatters.
- When using pry bars to move stone into place, use padding to protect the edges of the stone.
- Product should be unloaded and handled carefully to prevent breakage.
- Product should be handled carefully to avoid chips and scratches.

Protection of Unfinished Work

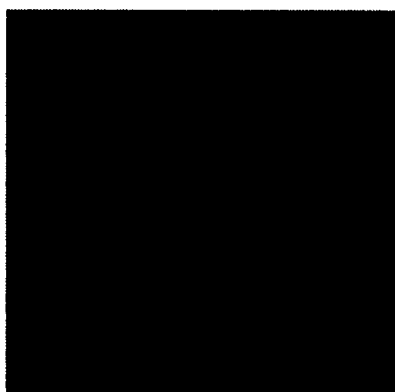
- To avoid possible unsightly stains caused from dirt or other construction materials residue, the limestone should be covered with protective material during construction. This material should be left intact until the finishing of any surrounding work.
- During construction, limestone should be carefully protected to prevent rain, snow, or seepage from entering space between keystones and backing.

Cleaning

- After mortar has set, the limestone should be brushed down with a stiff fiber brush, then carefully rinsed with clear water to remove any accumulation of stain or matter foreign to the limestone.



PANTONE®
Cool Gray 5 C



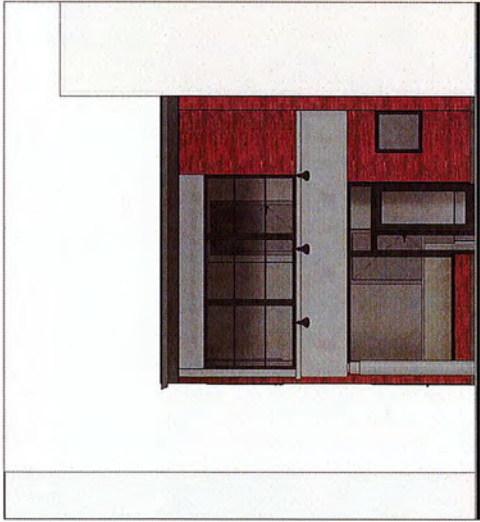
PANTONE[®]

19-4305

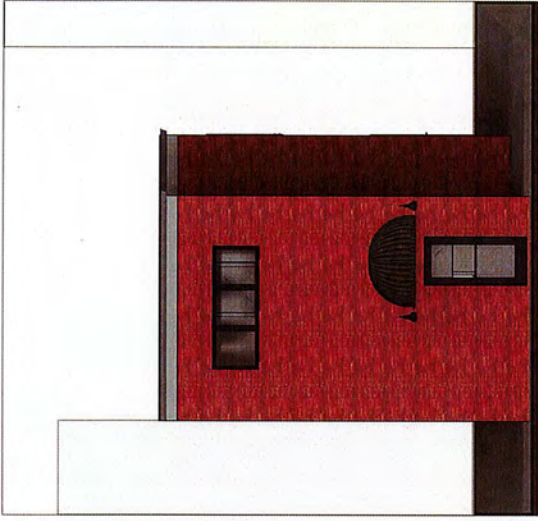
Pirate Black



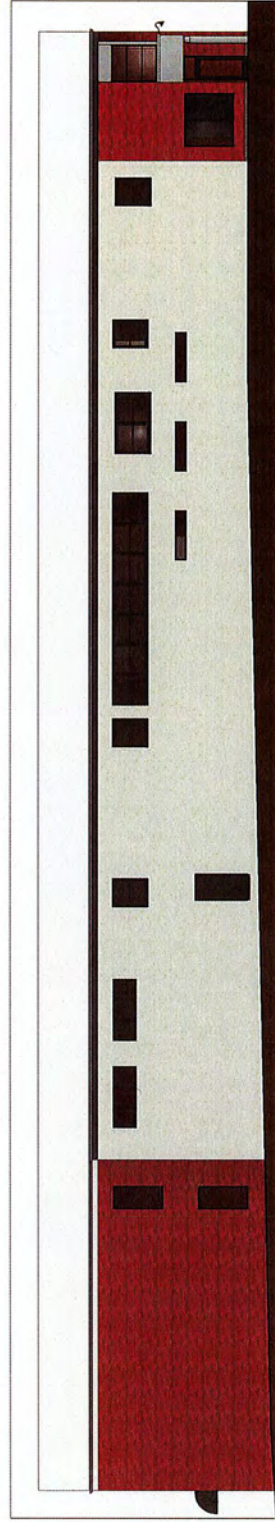
FRONT ELEVATION RENDERED



FRONT

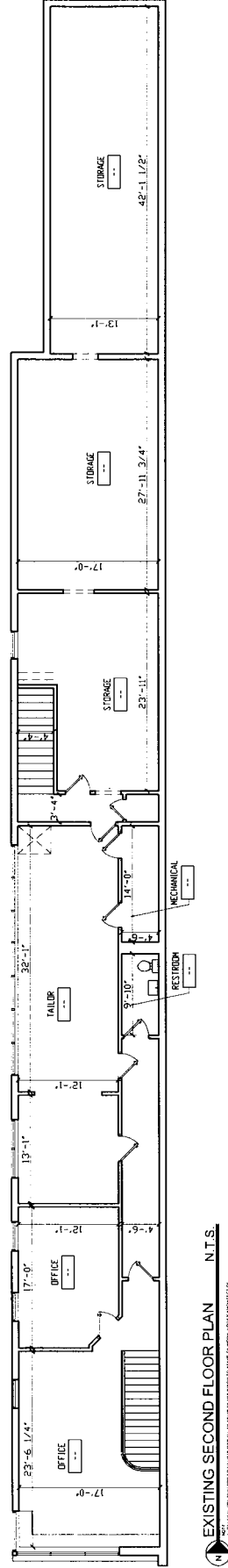
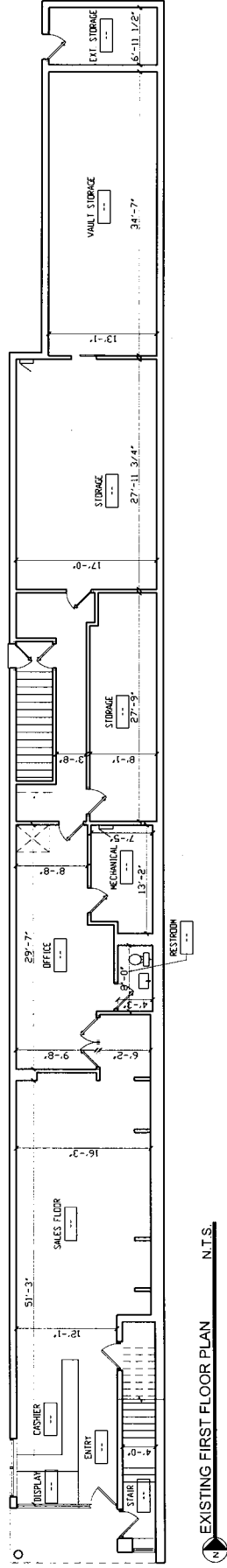


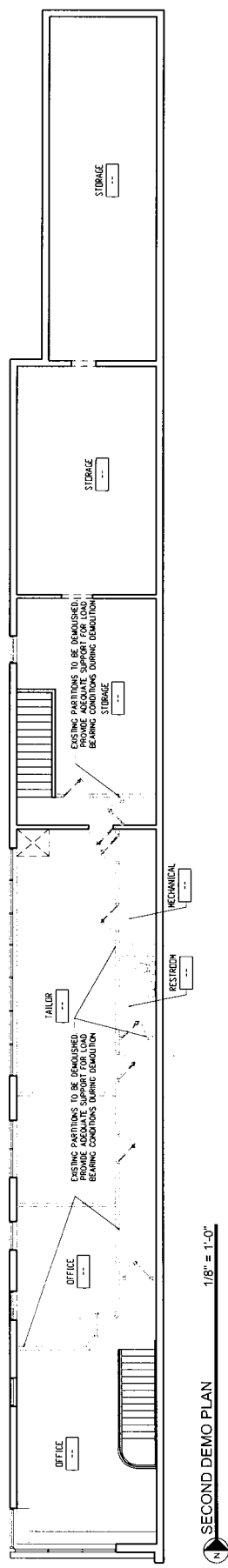
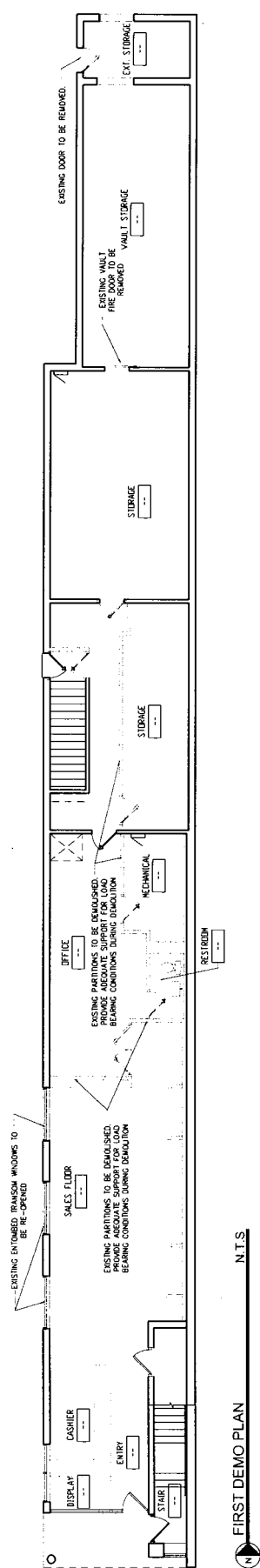
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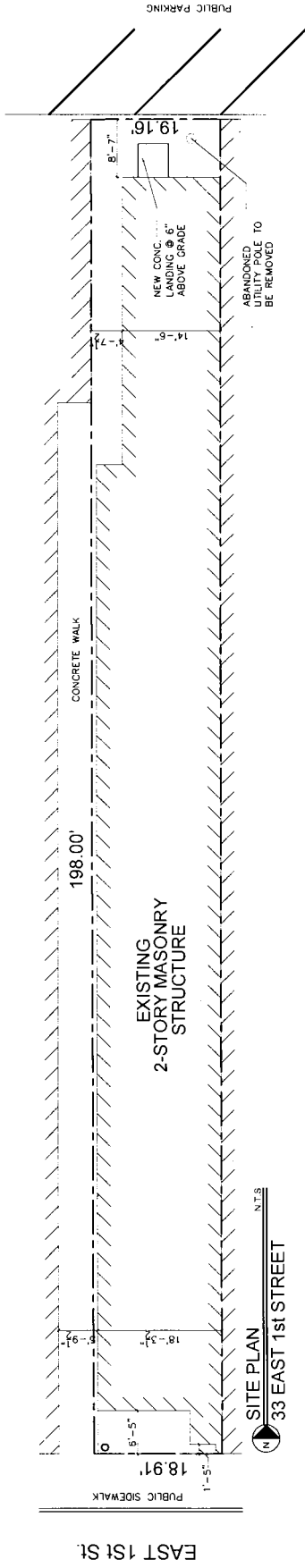
ELEVATIONS

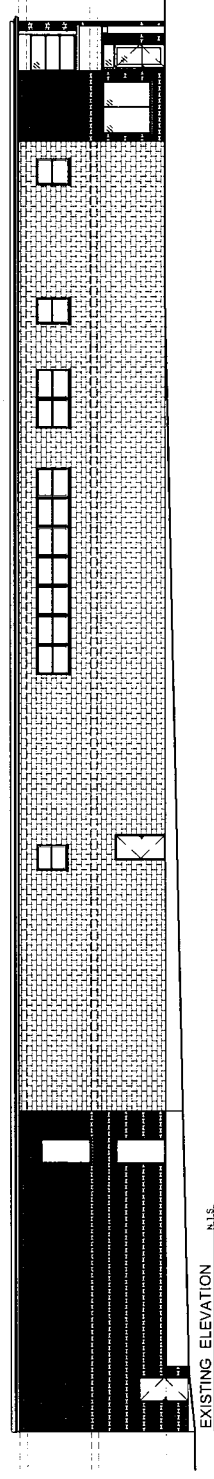
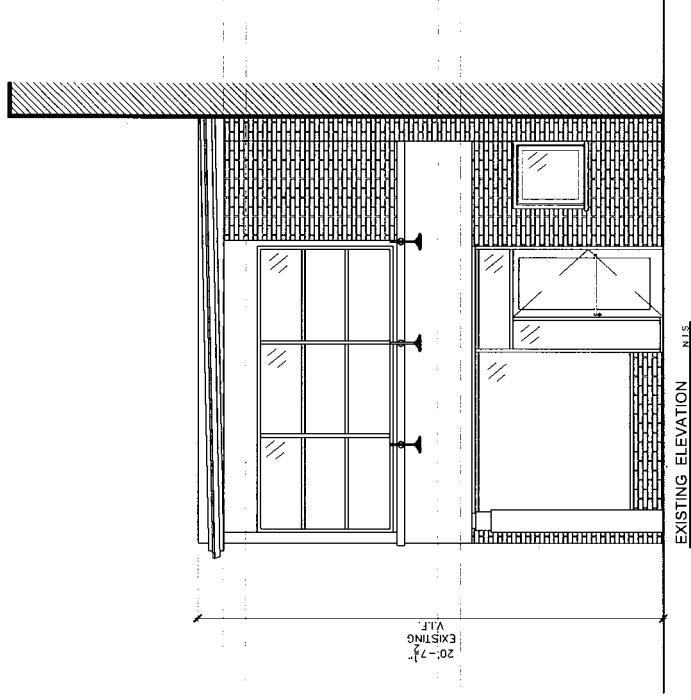
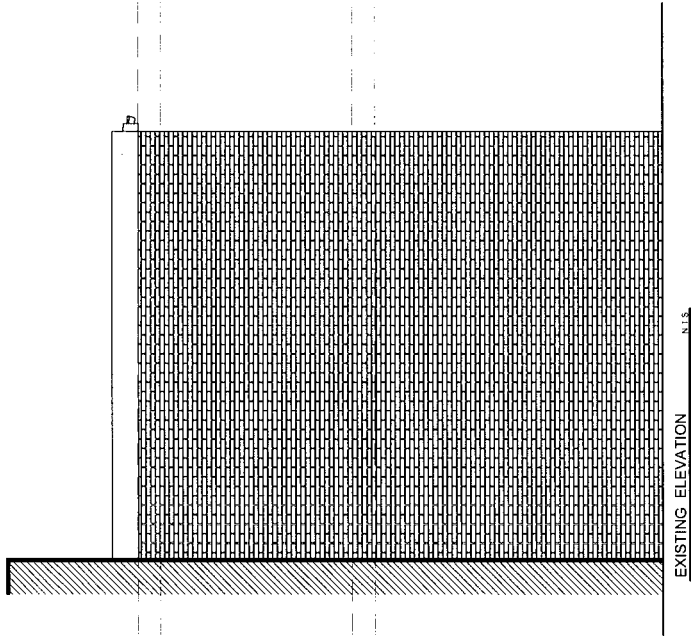




Building Design Elements

Design Use Group Classification (B 302.1):	GROUP B 908 SQ. FT. GROUP M 393 SQ. FT. GROUP S1 2175 SQ. FT.
Construction Type (B 602):	BUILDING: IIIB
Building/Horizontal Projection Area (B 503.1):	BUILDING: 6561 Sq.Ft.
Building Height in Feet (B 503.1):	EXISTING TO REMAIN
Number of Stories (B 503.1):	EXISTING TO REMAIN
Required Number of Exits for Unit. (B 1003):	2 Exits Required
Number of Exits for Unit.	3 (TOTAL IN BUILDING)
Fire Protection Per NFPA 13, 72 (B 903):	Existing to Remain
OCCUPANCY LOAD:	36 OCCUPANTS
BUILDING SPRINKLERED:	NO





EXISTING ELEVATIONS

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN
FOR FAÇADE IMPROVEMENTS TO AN EXISTING BUILDING - 33 E. FIRST
STREET - FREDERICK LYNN HABERDASSHERE**

WHEREAS, TTS Granite, Inc., on behalf of Aaron Comes, owner of Frederick Lynn Haberdasshere (the "Applicant"), has submitted an application (the "Application") seeking exterior appearance and site plan approval for changes to exterior façade of the existing two-story building located at 33 E. First Street (the "Subject Property") in the B-2 Central Business Zoning District. Proposed improvements are to the front (south), side (west) and rear (north) elevations, and include painting of masonry, trim, lights, sign band and doors, new soffit paneling, lighting changes, removal of a doorway using infill brick, installation of a new rear entrance door with a concrete landing pad, and removal of an abandoned wooden utility pole (the "Proposed Improvements"). The Applicant submitted an "Option A" and an "Option B" for the Proposed Improvements. The Subject Property is legally described in Exhibit A attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as Exhibit B and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story commercial building, which is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Subject Property was previously used as a furrier, and the Applicant desires to occupy the second floor and a small portion of the first floor to sell custom apparel, accessories, home décor and lifestyle merchandise. The Applicant desires to rent the remainder of the first floor to a separate commercial tenant; and

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

WHEREAS, on October 13, 2021 the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan on a vote of nine (9) ayes, and zero (0) nays, subject to the condition that the applicant construct Option B of the Proposed Improvements, all as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit C and made a part hereof. Option B preserves the existing red brick; and

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

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

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

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

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

parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: 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 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2021

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE WEST 18.31 FEET OF THE EAST 118.31 FEET OF LOTS 7, 8 AND 11 (EXCEPT ANY PART THEREOF THAT MAY FALL WITHIN THE WEST 115 FEET OF SAID LOTS) IN BLOCK 2 IN THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST QUARTER (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866, AS DOCUMENT 7738 IN DUPAGE COUNTY ILLINOIS.

P.I.N.: 09-12-129-011-0000

COMMONLY KNOWN AS: 33 EAST FIRST STREET, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

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

APPLICATION: Case A-18-2021 – 33 E. First Street – Frederick Lynn Haberdasshere – Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 33 E. First Street in the B-2 Central Business District

PROPERTY: 33 E. First Street, Hinsdale, IL (PIN: 09-12-129-011)

APPLICANT: TTS Granite, Inc. on behalf of Aaron Comes, owner of Frederick Lynn Haberdasshere

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: October 13, 2021

BOARD OF TRUSTEES 1ST READING: November 2, 2021

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from TTS Granite, Inc. on behalf of Aaron Comes, owner of Frederick Lynn Haberdasshere, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade of the existing two-story building located at 33 E. First Street in the B-2 Central Business District. Frederick Lynn Haberdasshere will offer custom apparel, accessories, home décor and lifestyle merchandise to customers and intends to occupy the second floor of the building. The first floor will be occupied by a separate tenant, which has not been determined yet.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and Potentially Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the International style and was designed by architect Philip Duke West in 1950 for use as his office.

The project was reviewed at a public meeting by the Historic Preservation Commission on October 7, 2021. Items discussed at the meeting include the preservation of the existing red brick, condition of the existing pedestrian walkway and future improvements to the building, painting of the trim and sign band area, and signage. The Historic Preservation Commission recommended approval of Case A-10-2021, the Exterior Appearance and Site Plan Review for 33 E. First Street, by a vote of 6-0 (1 absent), subject to the applicant constructing Option B and retaining the original red brick, using a lighter medium gray color on the intermediate architectural projection (sign band) to complement the black windows, and allowing the block wall on the side elevation to be painted.

The application and exhibits are included in Exhibit B.

PUBLIC HEARING SUMMARY AND FINDINGS: On October 13, 2021, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Aaron Comes, the property owner and owner of Frederick Lynn Haberdasshere, and David Szalko, the project architect from IJM Group Architects, provided an overview of the existing conditions and the proposed changes to the building, presented material samples for review, and answered questions from the Commissioners.

Mr. Comes stated that he would like to make improvements to the shared pedestrian walkway on the west side of the building. It was noted that the majority of the walkway is owned by the adjacent property owner of 29 E. 1st Street, currently occupied by Egg Harbor Cafe and Levato Salon on the first floor. Any improvements would require approval by the property owner.

As part of the current submittal, the appearance of the pedestrian walkway will be improved by painting the side block wall, which was previously painted. The existing door on the side of the building will be relocated to the rear of the building. Mr. Szalko stated that the side door and current egress path does not meet code requirements. The changes will help allow the building to meet code requirements. The telephone pole at the rear of the property will also be removed. In the future, he will look at addressing lighting, trash, cigarettes, and the cracking concrete. The building also has issues with visibility due to the front parkway tree and adjacent outdoor dining tent.

Based on the feedback from the Historic Preservation Commission, the applicant is proposing to complete Option B, which preserves the existing red brick. Mr. Szalko explained that Historic Preservation Commission expressed concerns over the use of dark gray or black on the building, so the applicant will be looking into using a lighter shade of gray.

Mr. Comes stated in the future that he would like to replace the large second floor window on the front façade with a large picture window. This proposal would have to be submitted under a separate Exterior Appearance and Site Plan Review. There was a brief discussion during the meeting on the original design of the second floor windows and what the building may have been originally designed with.

Signage will also be brought forward to the Plan Commission for review in the future. It was noted that per the sign code, the applicant will not be allowed to locate signage in the second floor window. The applicant will work with staff to look at alternative signage options for the future tenant spaces.

Commissioner Fiascone asked what the plans were for the front column. Mr. Szalko confirmed that the existing aluminum column will be painted over.

There was a discussion on the proposed rear awning above the new doorway as well as other awning styles used in the downtown. During the meeting, Commissioner Willobee noted that the proposed dome-shaped black awning added to the rear and is unique compared to other awnings in the downtown. Any plans for awnings on the side of the building in the future will require approval from the adjacent property owner.

Several Plan Commissioners expressed support for Option B as this would preserve the mid-century modern architectural style and unique features of the building. Commissioner Crnovich noted that the architect, Phillip Duke West, who constructed this building for his office, was an important architect in Hinsdale and designed the Police and Fire Station buildings.

There was a brief discussion over lighting. Chairman Cashman noted that future lighting fixtures could use a design that fits better with the style of the building. The applicant can consider switching out the gooseneck lighting with a more modern fixture.

Overall, the Commissioners expressed support for the project. In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met. Overall, the Commission expressed support for the project, noting that the proposed changes would be an improvement to the existing conditions.

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 Exterior Appearance and Site Plan Review was made by Commissioner Curry and seconded by Commissioner Jablonski. The vote carried by a roll call vote as follows:

AYES:	Commissioners Carter, Crnovich, Curry, Fiascone, Hurley, Jablonski, Krillenberger, Willobee and Chairman Cashman
NAYS:	None
ABSTAIN:	None
ABSENT:	None

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of nine (9) ayes and zero (0) nays, recommended to the President and Board of Trustees approval of Case A-18-2021, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building located at 33 E. First Street in the B-2 Central Business District, subject to the condition that the applicant construct Option B.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



Community Development

AGENDA SECTION: First Reading – ZPS

SUBJECT: Design Review Permit and Sign Permit Review to allow for the installation of a new sign cabinet on the existing ground sign base for The Derm Institute located at 920 N. York Road in the O-2 Limited Office District - Case A-23-2021

MEETING DATE: November 2, 2021

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving a Design Review Permit and Sign Permit for the Installation of a New Sign Cabinet on an Existing Ground Sign Base - 920 N. York Road - The Derm Institute

Application Request

The applicant requests approval of a Design Review Permit and Sign Permit Review to allow for the installation of a new internally-illuminated sign cabinet on the existing ground sign located at 920 N. York Road in the O-2 Limited Office District. The new sign cabinet will be utilized for The Derm Institute, a dermatologist office, which is occupying the first floor of the multi-tenant office building.

The subject property is located in the Design Review Overlay District and is subject to the requirements set forth in Article 8 and Section 11-605 of the Zoning Code. Public notice in the newspaper is the only form of notice required for the requested application.

To the south, a restaurant, gas station, and convenience store are located in the B-3 General Business District. 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 east across York Road, a multi-tenant office building is located in the O-3 General Office District.

Project Description

The existing monument sign is located within a parking lot landscape island and is setback 10 feet from the front lot line off of York Road. The former sign cabinet was previously removed from the brick base. The applicant is proposing to install a double-sided, internally-illuminated sign cabinet on the existing brick base. Per Section 9-106(J), in the O-2 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. The proposed ground sign will measure 7' 8-½" tall and 8' 5" wide, with a sign face area of 40 square feet, which meets the code requirements listed in Section 9-106.

As illustrated on the attached plans, the sign will consist of a black aluminum cabinet, a teal background color, and white text. The teal background will be opaque to meet the Village's code requirements, which prohibit translucent backgrounds in internally illuminated signs so that only the sign message allows the transmission of any light through the sign face. The applicant has submitted a rendering to show how the sign will look and be illuminated at night.

The proposed sign is required to meet the Village's lighting standards. The illumination of any sign, resulting from any internal or external artificial light source, may not exceed 50 foot-candles when measured with a standard light meter held perpendicular to the sign face at a distance equal to the narrowest dimension of such sign face. All artificial illumination shall be so designed, located, shielded, and directed as to illuminate only the sign face or faces and to prevent the casting of glare or direct light upon adjacent property or streets.

Discussion & Recommendation

The project was reviewed at a public hearing before the Plan Commission on October 13, 2021. The sign contractor and representative for The Derm Institute provided an overview of the proposed sign cabinet at the meeting and answered questions by the Plan Commission. No public comments were provided at the meeting.

At the meeting, there was a discussion on the teal color, size of the letters, and illumination at night. Several Commissioners noted that the proposed lettering appeared too large in size, while others expressed support for the sign and stated the design was attractive. The applicant confirmed that only the white text will be illuminated and the teal background is opaque, which meets code requirements. Several Commissioners recommended that the applicant consider installing a dimmer switch for the lighting, which the sign contractor said was an option that could be looked at further.

On October 13, 2021, by a vote of nine (9) ayes and zero (0) nays, the Plan Commission recommended approval of Case A-23-2021, a Design Review Permit and Sign Permit Review to allow for the installation of a new sign cabinet on the existing ground sign base for The Derm Institute located at 920 N. York Road in the O-2 Limited Office District, as submitted.

Since the public hearing, the applicant has confirmed that a dimmer switch will be installed to control the internal illumination.

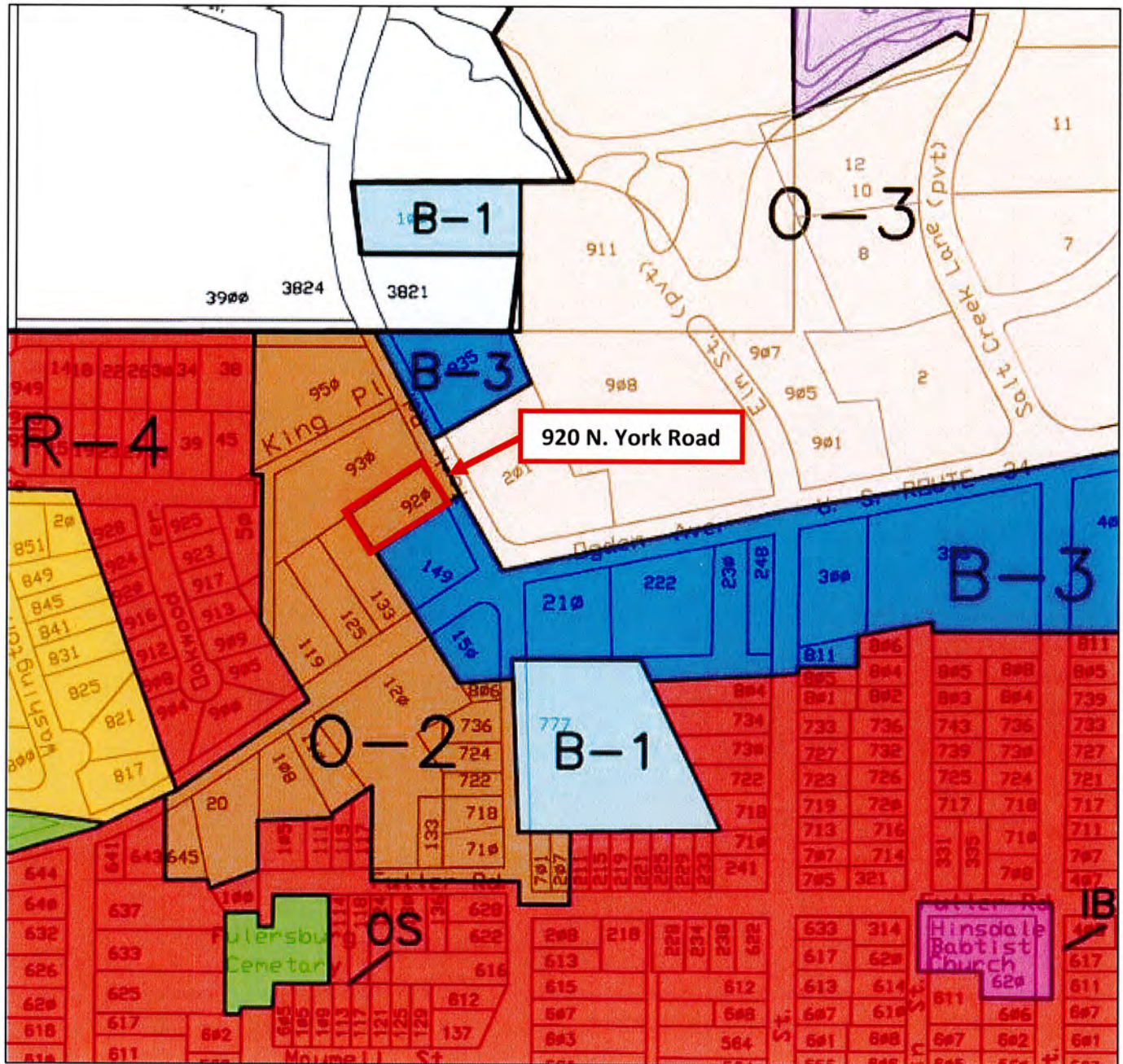
Village Board and/or Committee Action

N/A

Documents Attached

1. Zoning Map and Project Location
2. Aerial View
3. Birds Eye View
4. Street View
5. Section 11-605(E) – Design Review Permit Standards and Considerations
6. Design Review Permit and Sign Permit Applications and Exhibits
7. Draft Ordinance
8. Draft Plan Commission Findings and Recommendations
9. Plan Commission Public Hearing Transcript – October 13, 2021

Village of Hinsdale Zoning Map and Project Location



Aerial View – 920 N. York Road



Birds Eye View – 920 N. York Road



Street View – 920 N. York Road



Section 11-605(E) – Design Review Permit Standards and Considerations

E. Standards And Considerations For Design Review Permit: In passing upon applications for design review permits, the plan commission and the board of trustees shall consider and evaluate the propriety of issuing the design review permit in terms of its effect on the purposes for which the design review district is designated. In addition, the plan commission and the board of trustees shall be guided by the following standards and considerations:

1. Quality Of Design And Site Development: New and existing buildings and structures and appurtenances thereof which are constructed, reconstructed, materially altered, repaired, or moved shall be evaluated under the following quality of design and site development guidelines:
 - (a) Open Spaces: The quality of the open spaces between buildings and in setback spaces between street and façade
 - (b) Materials: The quality of materials and their relationship to those in existing adjacent structures.
 - (c) General Design: The quality of the design in general and its relationship to the overall character of neighborhood.
 - (d) 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.
2. Visual Compatibility: New and existing buildings and structures, and appurtenances thereof, which are constructed, reconstructed, materially altered, repaired, or moved shall be visually compatible in terms of the following guidelines:
 - (a) Height: The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
 - (b) Proportion Of Front Facade: The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) 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.

- (h) Roof Shapes: The roof shape of a building shall be visually compatible with the buildings to which it is visually related.
 - (i) Walls Of Continuity: Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.
 - (j) 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.
 - (k) 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.
3. Special Considerations For Existing Buildings: For existing buildings, the plan commission and the board of trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.
4. Manuals And Guidelines: The plan commission may from time to time provide for specific manuals or guidelines for architectural styles or common occurring buildings or site features and elements to assist applicants for design review permits. Such manuals or guidelines shall be advisory only and shall bind neither the applicant nor the plan commission or the board of trustees with respect to any specific case.



**VILLAGE
OF HINSDALE**

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Doyle Signs, Inc
Address: 232 W Interstate Road
City/Zip: Addison, IL 60101
Phone/Fax: (630) 543-9490 / 543-9493
E-Mail: Permits@Doylesigns.com

Owner

Name: York & Ogden LLC
Address: One Oakbrook Terrace, Suite 600
City/Zip: Oakbrook Terrace, IL 60181
Phone/Fax: (630) 543-3955 /
E-Mail: rick@Napleton.com

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

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

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

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

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 920 N York Road

Property identification number (P.I.N. or tax number): 09 - 01 - 201 - 010

Brief description of proposed project: Installation of (1) double faced internally illuminated sign cabinet to be installed on the existing sign base. Sign to have an opaque background with translucent copy. Existing sign base is setback 10' from property line.

Proposed sign is code compliant.

General description or characteristics of the site: The site is an existing medical office that will house a new dermatologist office. The sign will identify The Derm, the new Dermatologist office.

Existing zoning and land use: O-2

Surrounding zoning and existing land uses:

North: O-2

South: B-3

East: O-2 & B-3

West: O-2

Proposed zoning and land use: O-2

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

☐ Site Plan Approval 11-604

☒ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E
Special Use Requested: _____

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

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 920 N York Road

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

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

* Must provide actual square footage number and percentage.

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

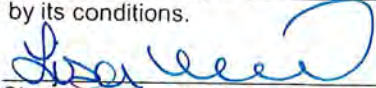
This section is not applicable due to the fact that we are strictly proposing to install a new sign cabinet on ex existing base that conforms to code. No changes will be made to building or site

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 11th day of August, 2021, I/We have read the above certification, understand it, and agree to abide by its conditions.


Signature of applicant or authorized agent


Lisa Neal (agent)

Name of applicant or authorized agent

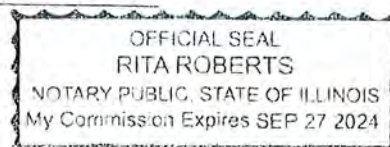
Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 11th day of
August, 2021


Notary Public

4



VILLAGE OF HINSDALE
DESIGN REVIEW PERMIT APPLICATION

Name of Applicant:

Doyle Signs Inc

Address of Subject Property: 920 N York Road

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

Sign Contractor

Name of Property Owner: York & Ogden LLC

Brief description of what application requests: Installation of (1) internally illuminated monument sign to be mounted to the existing sign base at site.

***** 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: _____
York & Ogden LLC One Oakbrook Terrace Suite 600 Oakbrook Terrace, IL 60181
2. **Trustee Disclosure.** In the case of a land trust, the name, address, and telephone number of all trustees and beneficiaries of the trust: _____

This site is not held in a trust. _____
3. **Applicant:** Name, address, and telephone number of applicant, if different from owner, and applicant's interest in the subject property: Doyle Signs, Inc
232 W Interstate Road Addison, IL 60101
630-543-9490 / Permits@DoyleSigns.com
4. **Consultants.** Name and address of each professional consultant advising applicant with respect to this application:
 - a. Attorney: N/A
 - b. Engineer: N/A
 - 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:
920 N York Road
(Please attach the legal description of the property as Exhibit "A")
6. **Present zoning classification:** O-2
7. **Current square footage of subject project:** 28,195
8. **Current use of subject property:**
Principal use: (i.e., residential, retail, service)
Dermatologist office
Square footage devoted to this use: 28,195
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:**
Dermatologist office
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.

13. Please complete the following table.

Table of Compliance

Requirements	Code Section	Minimum Code Regulation	Proposed Development
Height			
Lot area			
Intensity of use			
Frontage			
Building area			
Setback			
Side yard			
Rear yard			
Parking requirements			
Loading requirements			

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: _____

This section is not applicable as we are only proposing to install
a code compliant monument sign cabinet on an existing base at the
site. No work will be completed on the building nor the site.

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.

- The sign will conform to the Historic and aesthetic interest of the site by being installed on a brick base that matches the masonry of the building construction. The sign will also have an opaque background so as to minimize the illumination at night to surrounding properties.

15. Local Atmosphere. To maintain the local, "small town" atmosphere of various residential and business areas within the Village.

- The sign will maintain "Small Town" atmosphere of various business areas within the Village as it will be internally illuminated with an opaque background and translucent copy. The copy will be the only aspect of the sign that illuminates at night.

16. Compatibility. To insure compatibility of new development with the existing characteristics of the area.

- To ensure compatibility of the sign with the existing characteristics of the area the sign will be installed on an existing base made from the same masonry materials to match the building.

17. Transitional Areas. To protect sensitive areas of transition from one land use to another.

- The sign will protect the sensitive areas of transition from one land use to another as it will be mounted to an existing base approximately 100 feet from each of the neighboring properties.

18. Attractiveness. To protect and enhance the Village's attractiveness to visitors and the support and stimulus to local business provided thereby.

- The sign would protect and enhance the Village's attractiveness to visitor's by utilizing the existing sign base that is made from the same masonry materials as the building.

19. Strong Economy. To strengthen the economy of the Village.

- The sign will strengthen the economy of the Village by identifying a new business to the Village so that the business may succeed.

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 sign will promote the welfare of the Village by identifying a new dermatologist in the Village and directing new patients to their location.

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 sign cabinet will be mounted to the existing sign base. The existing sign base conforms to the setback set forth in the zoning code.

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

- The sign will be mounted on an existing base that consists of the same masonry materials as the building façade.

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

- The new sign will be fabricated with an opaque background and translucent copy on an existing masonry base and will match the other approved signs in the neighborhood.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- The masonry base the sign will be mounted to is made from predominantly the same materials as the building façade.

32. Roof Shapes. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing 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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

- This question is not applicable as the building is existing and a new sign cabinet mounted to the existing sign base is the only thing being proposed.

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.

Richard Brandstatter

Name of Owner

Please see attached letter

Signature of Owner

Lisa Neal (agent)

Name of Applicant



Signature of Applicant

8/11/2021

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: Doyle Signs, Inc

Owner's name (if different): York & Ogden LLC

Property address: 920 N York Road

Property legal description: [attach to this form]

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

Square footage of property: 28,195

Lot area per dwelling: _____

Lot dimensions: 120 x 235

Current use of property: Dermatologist Office

Proposed use: ☐ Single-family detached dwelling
☒ Other: Dermatologist Office

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

Brief description of request and proposal:

Installation of (1) double sided internally illuminated cabinet to be mounted to the existing base at the site.

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:

front:

interior side(s)

____ / ____

____ / ____

Provided:

Required by Code:

corner side
rear

Setbacks (businesses and offices):

front:

interior side(s)

____ / ____

____ / ____

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

Building heights:

principal building(s):

accessory building(s):

Maximum Elevations:

principal building(s):

accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings: [depict on attached plans]

principal building(s):

accessory building(s):

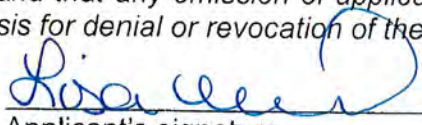
Number of off-street parking spaces required: _____

Number of loading spaces required: _____

Statement of applicant:

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

By:


Applicant's signature

Lisa Neal (agent)

Applicant's printed name

Dated: 8/11, 2021.



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: The Derm Institute
Address: 920 N York Road
City/Zip: Hinsdale, IL 60521
Phone/Fax: (312) 319-1978 /
E-Mail: mrw@dermic.com
Contact Name: Marc Wezowski

Contractor

Name: Doyle Signs, Inc
Address: 232 W Interstate Road
City/Zip: Addison, IL 60101
Phone/Fax: (630) 543-9490 / 630-543-9493
E-Mail: Permits@Doylesigns.com
Contact Name: Lisa Neal

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: O-2 Limited Office District

SIGN TYPE: Monument Sign

ILLUMINATION Internally Illuminated



Sign Information:

Overall Size (Square Feet): 45 (5' x 8')

Overall Height from Grade: 7' 8-1/2" Ft.

Proposed Colors (Maximum of Three Colors):

- ① Teal Ocean
- ② White
- ③

Site Information:

Lot/Street Frontage: 120'

Building/Tenant Frontage: 70'

Existing Sign Information:

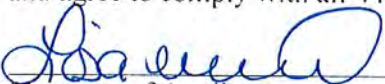
Business Name:

Size of Sign: Square Feet

Business Name:

Size of Sign: 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 of Applicant

08/11/2021
Date

Signature of Building Owner

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:

York and Ogden, LLC
One Oakbrook Terrace, Suite 600
Oakbrook Terrace, Illinois 60181
P: (630) 530-3955


July 28, 2021

To Whom it may concern,

York and Ogden, LLC has approved signage for the Derm Institute at 920 N York Road and allows Doyle Signs to apply for all needed permits to complete. If you have any questions, please call or email Rick Brandstatter at 630-455-2945 or rick@napleton.com.

Thank you.

York and Ogden, LLC

A handwritten signature in black ink that reads "Richard P. Brandstatter". The signature is written in a cursive style with a large, stylized 'R' and 'B'.

Richard P Brandstatter
Director of Real Estate

LEGAL DESCRIPTION

ADDRESS: 920 YORK ROAD. HINSDALE, ILLINOIS



LOCATION MAP
NOT TO SCALE

TO: ZANK, COEN & WRIGHT, P.C.

CHICAGO TITLE INSURANCE COMPANY

MIDWEST TRUST COMPANY N A LINDER TRUST NO 6714

YORV J. ODCEN 11 C

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS OF TABLE 4, THEREOF, PERTAINING TO THE EFFECT ON THE DATE OF THIS CERTIFICATION UNDERSIGNED. I FURTHER CERTIFY THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE MAXIMUM RELATIVE POSITIONAL ACCURACY IS 0.97 FEET.

GIVEN UNDER OUR HAND AND SEAL AT SPRINGFIELD, ILLINOIS, THIS

3RD DAY OF

A. D.

2097

ILLINOIS PROFESSIONAL TAXI SERVICE CORPORATION #115

P.S.I. NO. 0779662

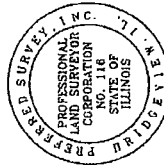
BMW/C:

2

GENERAL NOTES:

- 1) UTILITIES SHOWN ARE LOCATED BY VISIBLE SURFACE FEATURES. FOR ACTUAL LOCATION OF UTILITIES, SHOWN OR NOT SHOWN, CALL U.T.I.L.I.E. AT 1-800-692-0123.
- 2) ADJOINING OWNERSHIP NOT FURNISHED BY CLIENT.
- 3) THIS SURVEY WAS PREPARED IN PART WITH INFORMATION FROM A COMMITMENT FOR TITLE INSURANCE FROM CHICAGO TITLE INSURANCE COMPANY KNOWN AS ORDER #14065T5006921 WITH AN EFFECTIVE DATE OF MARCH 14, 2007.
- 4) PROPERTY INDEX NUMBER FOR THIS PROPERTY IS: 95-01-201-010
- 5) TOTAL AREA SURVEYED 26.6164 SQUARE FEET OR .611 ACRES.

LEGEND	
	MANHOLE
	CATCH BASIN
	INLET
	GAS VALVE
	STREET LIGHT
	1ST. PESTUDAL
	FIRE HYDRANT
	TRANSFORMER
	SEWER CONNECTION
	SIGN (TYPICAL)



Professional Design Registration #184-002795	05/23/07
Field Work Completed	
Land Area Surveyed	25,516.4 Sq. Ft.
Drawing Revised	

PREFERRED SURVEY, INC.

845 W. 79TH STREET, BRIDGEVIEW, IL, 60455
Phone: 708-458-7845 / Fax 708-458-7855

www.paisurvey.com





DOYLE
GENERAL SIGN CONTRACTORS
200 PETERS AVE. S.W.
ALBUQUERQUE, NM 87102
TEL: (505) 242-1800
FAX: (505) 242-1800

DATE	REVISION
5-11-21	REVERT TO PREVIOUS BACKGROUND COLOR -
5-19-21	SHOW 2 OPTIONS FOR COLOR OF WEB ADDRESS -
5-20-21	REMOVED OPTION FOR WINDOW VINYL - ADDED SIGN B PHOTO
5-21-21	REMOVED OPTION & ADDED SITE PLAN
6-15-21	SET BACK OF SIGNS - EXISTING SIGN REFRAIN SHOWN
7-21-21	REUSE TO OPACQUE BACKGROUND PER SH - 40
7-21-21	REUSE PER SH - 40
7-28-21	ADDED 3 OPTIONS TO SIGN A & COLOR LOGO FOR SIGN C - 40
7-28-21	REMOVED OPTIONS, UPDATE 14MP SIGN & SITE PLAN - 40

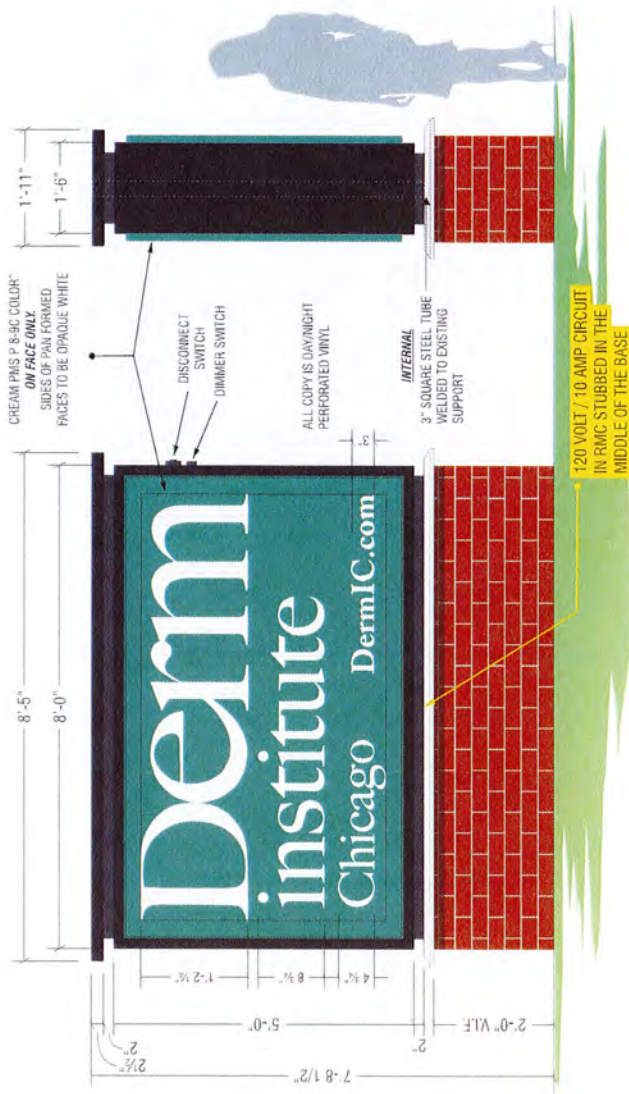
CUSTOMER APPROVAL

This design is the original and unpublished work of DOWLE SIGNS INC. and may not be reproduced, copied or simulated in any fashion without the expressed written consent from an authorized officer of The Company. The right to this design may be purchased.

DATE

This design is the original and unpublished work of DOYLE SUGGS INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CUSTOMER NO.	90753
NAME	THE DERM INSTITUTE OF CHICAGO
ADDRESS	920 N YORK RD,
CITY	HINSDALE
STATE	
ZIP	
PHONE	
FAX	
E-MAIL	
DATE	
TIME	
BY	
DRWG. NO.	90753
SCALE	

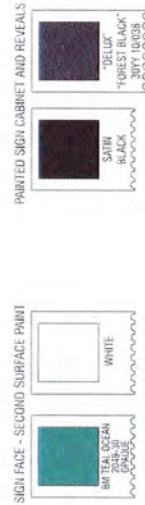


DOUBLE SIDED, INTERNALLY ILLUMINATED MONUMENT SIGN • FRONT & SIDE ELEVATIONS

SCALE: 1/2" = 1'

- ALUM. SIGN CABINET & RETAINERS PAINTED BLACK
- 1 1/2" DEEP CLEAR POLYCARBONATE PAN FORMED FACES w/ SECOND SURFACE PAINTED BM TEAL OCEAN 2049-30
- ALL COPY PAINTED SECOND SURFACE WHITE
- INTERNALLY ILLUMINATED w/ WHITE LED & 120V POWER SUPPLY
- 2" REVEALS PAINTED "DELUX FOREST BLACK"
- 2 1/2" TALL ALUM. CAP PAINTED SATIN BLACK
- MOUNTED EXISTING BRICK BASE w/ STL - PIPE SLEEVED INTO EXISTING (V.I.F.)

NOTE: ADDITIONAL STL. & CONCRETE MAY BE REQUIRED
(EXTERNALLY MOUNTED SIGN DIMMER SWITCH INCLUDED)



SCALE: 1/4" = 1'

SIMULATED NIGHT VIEW



DATE	REVISION
5.18.21	REMOVED OPTION & WINDOW VINYL, ADDED SIGN B PHOTO
5.24.21	REMOVED OPTION & ADDED SIGN B PHOTO
5.24.21	SET BACK OF SIGN & SIGN B PHOTO
6.15.21	REUSE TO ORANGE BACKGROUND PER SH - AD
7.29.21	REUSE PER SH - AD
7.29.21	ADD 2 OPTIONS TO SIGN A & COLOR (USED FOR SIGN C - AD)
7.29.21	REMOVED OPTION & ADDED SIGN B PHOTO
7.29.21	REMOVED OPTION & ADDED SIGN B PHOTO
10.18.21	ADD DIMMER SWITCH TO CABINET PER SH - AD

CUSTOMER APPROVAL	DATE
The design is the original and unpublished work of Doyle General Sign Contractors, Inc. and is to be used or exhibited in any fashion without the express written consent from an authorized office of The Company. The rights to this design may be purchased.	

CLIENT	THE DERM INSTITUTE OF CHICAGO
ADDRESS	920 N YORK RD.
CITY	HINSDALE
STATE	IL
DESIGNER	KM
DATE	03.03.2021
DRWG. NO.	90253
SCALE	NOTED
SHEET NO.	1

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A DESIGN REVIEW PERMIT AND SIGN PERMIT
FOR THE INSTALLATION OF A NEW SIGN CABINET ON AN EXISTING GROUND
SIGN BASE - 920 N. YORK ROAD - THE DERM INSTITUTE**

WHEREAS, the Village of Hinsdale has received an application (the "Application") from Doyle Signs, Inc. (the "Applicant"), for a design review permit and a sign permit related to the installation of a new internally-illuminated sign cabinet on the existing ground sign for The Derm Institute at 920 N. York Road, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is located in the Village's O-2 Limited Office Zoning District and is currently improved with The Derm Institute, a dermatologist office, which is occupying the first floor of the multi-tenant office building. The Applicant proposes installing a double-sided, internally-illuminated sign cabinet on the existing brick base of the existing ground sign (the "Proposed Improvement"); and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public hearing held on October 13, 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 nine (9) in favor and zero (0) against. 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 11-605 and 11-607 of the Hinsdale Zoning Code governing 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: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit A** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Design Review Permit and Sign Permit. The Proposed Improvement is depicted in the various 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 11-605 and 11-607 of the Hinsdale Zoning Code, approves the design review permit and sign permit subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 3 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.

SECTION 5: 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 6: 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 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

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)**

EXHIBIT B

**APPROVED SIGN PLANS
(ATTACHED)**

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

APPLICATION: Case A-23-2021 – 920 N. York Road – Design Review Permit and Sign Permit Review to allow for the installation of a new sign cabinet on the existing ground sign base for The Derm Institute located at 920 N. York Road in the O-2 Limited Office District

PROPERTY: 920 N. York Road, Hinsdale, Illinois (PIN: 09-01-201-010)

APPLICANT: Doyle Signs, Inc.

REQUEST: Design Review Permit, Sign Permit Review

PLAN COMMISSION (PC) REVIEW: October 13, 2021

BOARD OF TRUSTEES 1ST READING: November 2, 2021

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Doyle Signs, Inc. requesting approval of a Design Review Permit and Sign Permit Review to allow for the installation of a new internally-illuminated sign cabinet on the existing ground sign located at 920 N. York Road in the O-2 Limited Office District. The new sign cabinet will be utilized for The Derm Institute, a dermatologist office, which is occupying the first floor of the multi-tenant office building.

The public hearing notice and transcript are attached in Exhibit A. The application and exhibits are included in Exhibit B.

On October 13, 2021, following the conclusion of the public hearing on this matter, the Plan Commission recommended approval of the Design Review Permit and Sign Permit by a vote of nine (9) in favor and zero (0) opposed.

PUBLIC HEARING SUMMARY AND FINDINGS: At the public hearing held on October 13, 2021, Steve Hull from Doyle Signs, Inc., the sign contractor, and Dr. Jordan Carqueville with the Derm Institute were present at the meeting. Mr. Hull provided a brief overview of the proposed sign, handed out a visibility chart to the Commissioners, and presented samples of the sign materials and size. The applicant is proposing to install a double-sided, internally-illuminated sign cabinet on top of the existing brick base.

There was a discussion on the teal sign color. Commissioner Curry, in addition to several other Commissioners, noted that the color did not seem to match the character of the historic Graue Mill area. Dr. Carqueville noted that the business was unable to use their original color scheme and logo, which includes different skin tone shades. The number of colors exceeded the Village's three color limit required by the code, so they chose a cooling and calming shade of blue. It was noted that the temporary sign currently posted uses the same blue color and the business has gotten positive feedback from customers.

There was a discussion on the height of the sign, which was confirmed to be 7' 8-½" tall overall with a 5 foot tall and 8 foot wide sign cabinet. The tallest letters will be 14-1/4" tall. Several Commissioners noted that the size of the letters may be too large and recommended that the letters could be smaller.

A Commissioner asked if there were any landscaping improvements proposed at the base of the sign. Dr. Carqueville stated that, prior to opening, the business cleaned up a lot of the landscaping on site

and have already installed new plant material at the base of the sign. The tenant space had been vacant for some time and so the area needed to be cleaned up.

There was also a discussion on the illumination. The applicant confirmed that only the white text will be illuminated and the teal background is opaque, which meets code requirements. There was a discussion on potentially installing a dimmer switch, which Mr. Hull said was an option that could be looked at further. Several Commissioners stated that the applicant should consider using a dimmer switch for the lighting.

Commissioner Willobee asked for clarification if the temporary sign is the same size and scale as the proposed permanent monument sign cabinet. Mr. Hull stated that the temporary sign was slightly smaller in size.

Several Commissioners noted that the proposed lettering is too large, while others expressed support for the sign and stated the design was attractive. Mr. Hull stated that resizing the sign and lettering would be an issue due to the logo and they have gone through seventeen different versions of the sign design. Chairman Cashman stated that the proposed letters are of a similar size to the lettering recently recommended for approval by the Plan Commission as part of a sign permit for the monument sign on an adjacent property. There was a brief discussion on the sign code limitations on the number of colors.

In recommending approval of the Design Review Permit and Sign Permit, the Plan Commission determined the standards set forth in Section 11-605(E) 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 and Sign Permit was made by Commissioner Hurley and seconded by Commissioner Jablonski. The vote carried by a roll call vote as follows:

AYES:	Commissioners Carter, Crnovich, Curry, Fiascone, Hurley, Jablonski, Krillenberger, Willobee and Chairman Cashman
NAYS:	None
ABSTAIN:	None
ABSENT:	None

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of nine (9) ayes and zero (0) nays, recommended to the President and Board of Trustees approval of Case A-23-2021, for 920 N. York Road for a Design Review Permit and Sign Permit Review to allow for the installation of a new sign cabinet on the existing ground sign base for The Derm Institute located at 920 N. York Road in the O-2 Limited Office District, as submitted.

Signed: _____
Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____

**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, October 13, 2021 at 7:30 p.m. in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois for the purpose of considering an application from Doyle Signs, Inc. for a Design Review Permit in conjunction with a Sign Permit Review, to allow for the installation of a new sign cabinet on the existing ground sign base and permanent window signage on the entrance doors for The Derm Institute located at 920 N. York Road in the O-2 Limited Office District. This request is known as Case A-23-2021.

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 920 N. York Road, Hinsdale IL, 60521 (PIN: 09-01-201-010) and legally described as follows:

THAT PART OF LOTS 9, 10 AND 11 (EXCEPT THE SOUTHWESTERLY 1/3 OF SAID LOT 11) ALL IN BLOCK 2 IN TOWN OF FULLERSBURG BEING A SUBDIVISION OF PART OF 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 6172, AND RE-RECORDED APRIL 9, 1929 AS DOCUMENT 277264, (TAKEN AS TRACT) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID LOT 10; THENCE NORTH 28 DEGREES 30 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF AFORESAID LOTS 9 AND 10 (BEING THE WESTERLY LINE OF YORK ROAD) AT A DISTANCE OF 178.99 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE SOUTH 56 DEGREES 00 MINUTES 10 SECONDS WEST ALONG A LINE A DISTANCE OF 221.74 FEET TO A POINT IN THE EASTERLY LINE OF AFORESAID SOUTHWESTERLY THIRD OF LOT 11 THAT IS 182.20 FEET NORTHERLY OF THE SOUTHERLY LINE OF AFORESAID LOT 11 (BEING THE NORTHERLY LINE OF OGDEN AVENUE); THENCE NORTH 34 DEGREES 50 MINUTES 10 SECONDS WEST ALONG AFORESAID EASTERLY LINE OF THE SOUTHWESTERLY THIRD OF LOT 11 A DISTANCE OF 114.80 FEET TO A POINT IN THE NORTHERLY LINE OF AFORESAID LOT 11; THENCE NORTH 54 DEGREES 52 MINUTES 00 SECONDS EAST ALONG AFORESAID NORTHERLY LINE OF LOTS 9 AND 11, A DISTANCE OF 234.96 FEET TO THE NORTHEASTERLY CORNER OF AFORESAID LOT 9; THENCE SOUTH 28 DEGREES 30 MINUTES 00 SECONDS EAST IN THE AFORESAID WESTERLY LINE OF YORK ROAD A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING, 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: September 9, 2021

Christine M. Bruton, Village Clerk

To be published in the Hinsdalean on September 16, 2021

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

BEFORE THE HINSDALE PLAN COMMISSION

In the Matter of:)
)
)
 THE DERM INSTITUTE OF)
 CHICAGO, Case No. A-23-2021))
 920 North York Road.)

REPORT OF PROCEEDINGS had and testimony
 taken at the hearing of the above-entitled
 matter before the Hinsdale Plan Commission, at
 19 East Chicago Avenue, Hinsdale, Illinois, on
 October 13, 2021, at the hour of 7:30 p.m.

BOARD MEMBERS PRESENT:

MR. STEPHEN CASHMAN, Chairman;
 MS. SHELLEY CARTER, Member;
 MR. PATRICK HURLEY, Member;
 MS. ANNA FIASCONE, Member;
 MR. GERALD JABLONSKI, Member;
 MR. JIM KRILLENBERGER, Member;
 MS. CYNTHIA CURRY, Member;
 MS. JULIE CRNOVICH, Member; and
 MR. MARK WILLOBEE, Member.

<p>2</p> <p>1 ALSO PRESENT:</p> <p>2 MS. BETHANY SALMAN, Village Planner;</p> <p>3 DR. JORDAN CARQUEVILLE, Petitioner;</p> <p>4 MR. STEPHEN HULL, Petitioner's Representative.</p> <p>5</p> <p>6</p> <p>7 CHAIRMAN CASHMAN: Case A-23-2021, 920</p> <p>8 North York Road, design review permit and sign</p> <p>9 permit review to allow the installation of new</p> <p>10 sign cabinet on existing ground sign base for</p> <p>11 The Derm Institute, located at 920 North York</p> <p>12 Road, in the O-2 limited office district.</p> <p>13 May I have a motion to open the</p> <p>14 Public Hearing?</p> <p>15 MR. WILLOBEE: So moved.</p> <p>16 MR. HURLEY: Second.</p> <p>17 CHAIRMAN CASHMAN: Can I have a roll</p> <p>18 call, please.</p> <p>19 MS. SALMON: Commissioner Curry?</p> <p>20 MS. CURRY: Aye.</p> <p>21 MS. SALMON: Commissioner</p> <p>22 Krillenberger?</p>	<p>4</p> <p>1 Hull, H-u-I-I.</p> <p>2 DR. CARQUEVILLE: I'm Jordan</p> <p>3 Carqueville, C-a-r-q-u-e-v-i-l-l-e.</p> <p>4 CHAIRMAN CASHMAN: Would you like to</p> <p>5 give us a review of what you are proposing and</p> <p>6 then we will see if we have any questions?</p> <p>7 MR. HULL: Of course. My name is Steve</p> <p>8 Hull. I'm with Doyle Signs representing</p> <p>9 Dr. Jordan Carqueville, the owner and founder of</p> <p>10 The Derm Institute.</p> <p>11 We are here to propose this sign in</p> <p>12 the design district for The Derm Institute.</p> <p>13 What's being passed around right now is a</p> <p>14 visibility chart, the location of each -- the</p> <p>15 location of the sign and of course the distance</p> <p>16 according to Google Maps from the street corner</p> <p>17 of the sign. And you will see the character</p> <p>18 height of the chart, distance visibility, we</p> <p>19 have our colors laid out.</p> <p>20 What's not exactly shown on here is</p> <p>21 a night render. You may have in your bundle the</p> <p>22 proposed night view of the teal color that we</p>
<p>3</p> <p>1 MR. KRILLENBERGER: Aye.</p> <p>2 MS. SALMON: Commissioner Hurley?</p> <p>3 MR. HURLEY: Aye.</p> <p>4 MS. SALMON: Commissioner Jablonski?</p> <p>5 MR. JABLONSKI: Aye.</p> <p>6 MS. SALMON: Commissioner Crnovich?</p> <p>7 MS. CRNOVICH: Aye.</p> <p>8 MS. SALMON: Commissioner Willobee?</p> <p>9 MR. WILLOBEE: Aye.</p> <p>10 MS. SALMON: Commissioner Fiascone?</p> <p>11 MS. FIASCONE: Aye.</p> <p>12 MS. SALMON: Commissioner Carter?</p> <p>13 MS. CARTER: Aye.</p> <p>14 MS. SALMON: Chairman Cashman?</p> <p>15 CHAIRMAN CASHMAN: Aye.</p> <p>16 Do we have someone representing the</p> <p>17 applicant? Everyone who wants to speak on this</p> <p>18 matter we need to swear you in.</p> <p>19 (WHEREUPON, Mr. Hull and</p> <p>20 Dr. Carqueville were</p> <p>21 administered the oath.)</p> <p>22 MR. HULL: Stephen, S-t-e-p-h-e-n,</p>	<p>5</p> <p>1 have right here. This is the accurate color</p> <p>2 representation of what the sign will be made of.</p> <p>3 It's the exact same material, exact same style.</p> <p>4 The white is translucent while the teal will be</p> <p>5 opaque at night so it will appear as black.</p> <p>6 Would you guys like to see this?</p> <p>7 (Indicating.)</p> <p>8 MR. KRILLENBERGER: Sure.</p> <p>9 CHAIRMAN CASHMAN: Thank you.</p> <p>10 Cindy, do you have any questions?</p> <p>11 MS. CURRY: I do. Are you tied to the</p> <p>12 teal color? Is that representative of something</p> <p>13 of the institute?</p> <p>14 MR. HULL: Absolutely. I'll have</p> <p>15 Dr. Jordan Carqueville speak in on that, the</p> <p>16 reason for the teal.</p> <p>17 DR. CARQUEVILLE: So originally it was</p> <p>18 different. We had, actually, the first</p> <p>19 chairwoman of Leo Burnett did our logo, she took</p> <p>20 Leo's job, so she's awesome, she lives here in</p> <p>21 Chicago, and she really wanted us to do a full</p> <p>22 array of color, including different skin types.</p>

<p style="text-align: center;">6</p> <p>1 But we were advised by Steve, I think was</p> <p>2 talking to the board, that that might be too</p> <p>3 much color.</p> <p>4 So we thought, okay, let's simplify</p> <p>5 it, and so we picked the color, really analyzed</p> <p>6 the look of the area and everything is very red</p> <p>7 and very -- red brick and there's the red</p> <p>8 McDonald's and there's the Dunkin' Donuts with</p> <p>9 lots of colors and I thought, let's just do</p> <p>07 38 03PM 10 something very elegant, calming, cool and non-</p> <p>11 offensive. So that's why I thought that color</p> <p>12 would be good. And blue has a calming affect on</p> <p>13 me.</p> <p>14 MS. CURRY: I just had a concern</p> <p>15 because it is a gateway and in a significant</p> <p>16 historic area. I do actually like the night</p> <p>17 view, I like the black. I like the way it fits</p> <p>18 in. Yes, there's the McDonald's red sign. But</p> <p>07 38 31PM 19 other than that, you have the professional</p> <p>20 building, which is just to the north, which is</p> <p>21 called Graue Mill professional building, it's a</p> <p>22 wooden sign, a little discreet.</p>	<p style="text-align: center;">8</p> <p>1 years, I have seen God awful signs and this is</p> <p>2 not one of them and so I'm actually very proud.</p> <p>3 There was a lot of thought that went into this,</p> <p>4 even more so than on my end because you guys</p> <p>5 worked with the actual designer to create the</p> <p>6 logo and everything else, the whole brand.</p> <p>7 DR. CARQUEVILLE: It's the color inside</p> <p>8 the whole office, too, so it is tied to it and</p> <p>9 it is important.</p> <p>07 40 20PM 10 MS. CURRY: Okay.</p> <p>11 CHAIRMAN CASHMAN: Jim?</p> <p>12 MR. KRILLENBERGER: I like the</p> <p>13 simplicity, I like the fact that it says what</p> <p>14 you do and looks great.</p> <p>15 MR. HULL: Something I did not point</p> <p>16 out, I apologize. The sign in the middle here</p> <p>17 that is a to scale of what the actual sign will</p> <p>18 look like, it's just a portion. So the D, the</p> <p>19 I, is all to scale according to the plans you</p> <p>07 40 45PM 20 have in your hands right here and I just kind of</p> <p>21 wanted to showcase that. It's not super-</p> <p>22 obnoxiously large or anything like that. It's</p>
<p style="text-align: center;">7</p> <p>1 Whereas, your sign where it's</p> <p>2 positioned is so close to the village of</p> <p>3 Hinsdale historic sign that it seems to me not</p> <p>4 to enhance the area right where it's located.</p> <p>5 DR. CARQUEVILLE: We had a lot of</p> <p>6 positive feedback from the temporary sign that's</p> <p>7 up. It's gotten a lot of compliments. I was</p> <p>8 surprised even like a cardboard sign it's drawn</p> <p>9 people into our office, which is, obviously,</p> <p>07 39 08PM 10 very important to us, and people are just giving</p> <p>11 us a lot of compliments how it's just very</p> <p>12 tastefully done. So that is the feedback I have</p> <p>13 gotten, which made me not regret switching from</p> <p>14 the variation of colors. But I think that this</p> <p>15 has been very well-received in the past six</p> <p>16 weeks if that gives you any reassurance.</p> <p>17 MR. HULL: To taper off of that, the</p> <p>18 blue, it's not a loud carnival blue, it's a very</p> <p>19 smooth blue. You know, I have been selling</p> <p>07 39 46PM 20 signs for about nine years.</p> <p>21 Our organization has been in</p> <p>22 business for 105 years and I have seen in just 9</p>	<p style="text-align: center;">9</p> <p>1 not even really high contrast either, the white</p> <p>2 and the blue are pretty decent.</p> <p>3 CHAIRMAN CASHMAN: Pat?</p> <p>4 MR. HURLEY: What are the total</p> <p>5 dimensions, is it 5 by 8? Is that what it is?</p> <p>6 CHAIRMAN CASHMAN: Five feet by eight</p> <p>7 feet.</p> <p>8 MR. HULL: Overall, yes, the cabinet is</p> <p>9 5-foot tall, 8-foot wide, correct.</p> <p>07 41 11PM 10 MR. HURLEY: What's the total inclusive</p> <p>11 of the brick base?</p> <p>12 CHAIRMAN CASHMAN: 7, 8.</p> <p>13 MR. HURLEY: I think it looks very nice</p> <p>14 and I'm envisioning driving on that stretch. I</p> <p>15 like it. I like the color choice actually, and</p> <p>16 I like the (inaudible) here for nighttime so I</p> <p>17 think it's very well done.</p> <p>18 CHAIRMAN CASHMAN: Jerry?</p> <p>19 MR. JABLONSKI: I like the fact that</p> <p>07 41 41PM 20 you guys have somebody from Leo Burnett involved</p> <p>21 from Chicago. It looks nice.</p> <p>22 CHAIRMAN CASHMAN: Julie?</p>

1 MS. CRNOVICH: I'm going to start with
2 the size of the letters is what, 14, the Derm is
3 14 inches tall?

4 MR. HULL: Correct. The D in Derm is
5 14 and a half inches tall. I don't have the
6 height of the Ns, obviously, it's just the way
7 it's designed. But, yes, the overall height of
8 the D is 14 and a half inches.

9 MS. CRNOVICH: Being in the middle of
07 42 16PM 10 historic overlay district, I was hoping it could
11 be maybe a little smaller and also, do you have
12 any plans for landscaping?

13 DR. CARQUEVILLE: They did it all. We
14 just opened about six weeks ago and that was one
15 of the requirements. I researched it and it sat
16 vacant for a long time. I think that there was
17 a bank there before (inaudible) and then a bank
18 and it was vacant for almost two years or so.
19 So they washed the building, they did all the
07 42 52PM 20 landscaping.

21 MS. CRNOVICH: The base of the sign I
22 like the brick.

1 Will this be illuminated at night,
2 too?

3 DR. CARQUEVILLE: Just the white
4 portion.

5 MR. HULL: The paper I passed out did
6 not include the plans. But if you have the
7 plans, there is a night render on there. The
8 teal, the blue is not translucent, it's fully
9 opaque. So the only thing that illuminates at
07 43 12PM 10 night is the white copy.

11 MS. CRNOVICH: Will it have a dimmer
12 switch?

13 MR. HULL: It can. Anything is
14 possible. Yes, we can put one on there.

15 MS. CRNOVICH: Thank you.

16 CHAIRMAN CASHMAN: Mark?

17 MR. WILLOBEE: So the temporary sign,
18 is that the same scale?

19 MR. HULL: I don't believe so. I think
07 43 38PM 20 the temporary signs based off of code you are
21 allowed X amount of square footage. And I think
22 there's something else on the temporary sign if

1 I recall. So, no, I believe it's slightly
2 smaller. It's a little bit smaller.

3 MR. WILLOBEE: So similarly, I drive by
4 there every day, twice a day, and similar to the
5 temporary sign jumps out at me right now, it's
6 too large. So I know I didn't have time to read
7 but (inaudible). It does the job. I know you
8 guys are there but from the lettering is too
9 large.

07 44 23PM 10 MR. KRILLENBERGER: There's a picture
11 of the temporary sign.

12 MR. HULL: Something that's not really
13 shown, I think the final plans you have in your
14 hand, that was version 17. We went through 17
15 revisions. I believe we started this process in
16 March and the logo, because of the way it's
17 designed, there is not a lot of room for
18 manipulation, right. So if we were to decrease
19 the sign, there's like a pinch in zoom. If we
07 44 50PM 20 were to pinch in zoom on your phone, The Derm
21 Institute logo we could decrease the size of the
22 cabinet and it would still look overbearing. It

1 doesn't matter, it's just because the way it's
2 this rectangle shape there's no other way to put
3 it on there.

4 Kind of like the McDonald's sign,
5 right, the McDonald's sign in itself is more of
6 a square, the white space around -- the equal
7 white space around the logo, it's hard to work
8 around. And same thing with this logo.

9 Like I said, this is version 17
07 45 18PM 10 that are in your hands right now because there
11 was just a lot that went into it. So if we did
12 bring the logo down, visually speaking there
13 would have to be equal white space all the way
14 around the logo and it may completely change the
15 look of the sign. It's just the way the logo is
16 designed.

17 MS. CRNOVICH: I know the revision is
18 in the packaging you submitted and thank you for
19 giving us the measurement of the letters.

07 45 46PM 20 CHAIRMAN CASHMAN: Anything else?

21 MR. WILLOBEE: No, overall everything
22 looks good. I would agree having a dimmable

1 switch. I just don't like the size of the
2 letters.

3 MS. FIASCONE: So you are using the
4 current space, correct?

5 MR. HULL: Correct.

6 MS. FIASCONE: Okay. That's the reason
7 for the size?

8 MR. HULL: Yes.

9 MS. FIASCONE: I think it looks great.

07 46 50PM 10 Is there a wall sign still on that building?

11 DR. CARQUEVILLE: Yes. I think it's a
12 dental office.

13 MS. FIASCONE: Okay. I'm good.

14 CHAIRMAN CASHMAN: Shelley?

15 MS. CARTER: I like it, too. I like
16 the color; I think it's pretty simple. If you
17 could go down a little bit on The Derm, I
18 probably would. I don't know if it's strongly
19 enough to redesign the size of the sign. I

07 46 50PM 20 think it's good.

21 CHAIRMAN CASHMAN: One of our
22 controversies was on the size. McDonald's is

1 about three feet high. You may recall we did
2 the pride and that pride lettering is 14 inches
3 tall. So I think it fits in my mind. I like
4 the color.

5 I do know, because I think you have
6 been communicating with me and with Bethany, and
7 I went on your website and saw the gradation of
8 color and it's just a good idea but years ago we
9 had Amita with a variation of colors. They were
10 very upset when we told them they had to change
11 the logo.

07 47 23PM

12 DR. CARQUEVILLE: When you said that, I
13 thought, he's so right. I don't like that look
14 either.

15 CHAIRMAN CASHMAN: I saw what the look
16 was and then I saw how you did it and it's a
17 nice job. I think it's tastefully done. I like
18 the landscaping and it will be nice to have some
19 life into this building. It's been pretty
20 desolate over there.

07 47 55PM

21 Other thoughts or commissioners
22 want to talk about the letter size or anything?

1 (No response.)

2 Motion to approve Case A-23-2021 as
3 submitted with the request to make the
4 illumination dimmable.

5 MR. HURLEY: So moved.

6 MR. JABLONSKI: Second.

7 CHAIRMAN CASHMAN: Can I have a roll
8 call, please, Bethany?

9 MS. SALMON: Commissioner Curry?

10 MS. CURRY: Aye.

11 MS. SALMON: Commissioner

12 Krillenberger?

13 MR. KRILLENBERGER: Aye.

14 MS. SALMON: Commissioner Hurley?

15 MR. HURLEY: Aye.

16 MS. SALMON: Commissioner Jablonski?

17 MR. JABLONSKI: Aye.

18 MS. SALMON: Commissioner Crnovich?

19 MS. CRNOVICH: Aye.

20 MS. SALMON: Commissioner Willobee?

21 MR. WILLOBEE: Aye.

22 MS. SALMON: Commissioner Fiascone?

1 MS. FIASCONE: Aye.

2 MS. SALMON: Commissioner Carter?

3 MS. CARTER: Aye.

4 MS. SALMON: Chairman Cashman?

5 CHAIRMAN CASHMAN: Aye.

6 Thank you very much.

7 MR. KRILLENBERGER: Go forth and clear
8 up our skin.

9 CHAIRMAN CASHMAN: Do I need a motion
10 to close the hearing?

11 MS. SALMON: Yes.

12 CHAIRMAN CASHMAN: Can I have a motion
13 to close the Public Hearing, please?

14 MR. KRILLENBERGER: So moved.

15 MR. JABLONSKI: Second.

16 CHAIRMAN CASHMAN: Can I have a roll
17 call, please?

18 MS. SALMON: Commissioner Curry?

19 MS. CURRY: Aye.

20 MS. SALMON: Commissioner

21 Krillenberger?

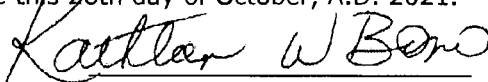
22 MR. KRILLENBERGER: Aye.

1 MS. SALMON: Commissioner Hurley?
 2 MR. HURLEY: Aye.
 3 MS. SALMON: Commissioner Jablonski?
 4 MR. JABLONSKI: Aye.
 5 MS. SALMON: Commissioner Crnovich?
 6 MS. CRNOVICH: Aye.
 7 MS. SALMON: Commissioner Willobee?
 8 MR. WILLOBEE: Aye.
 9 MS. SALMON: Commissioner Fiascone?
 10 MS. FIASCONE: Aye.
 11 MS. SALMON: Commissioner Carter?
 12 MS. CARTER: Aye.
 13 MS. SALMON: Chairman Cashman?
 14 CHAIRMAN CASHMAN: Aye.
 15 (WHICH, were all of the
 16 proceedings had, evidence
 17 offered or received in the
 18 above entitled cause.)
 19
 20
 21
 22

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 26th day of October, A.D. 2021.



KATHLEEN W. BONO
 C.S.R. No. 84-1423
 Notary Public, DuPage County

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p.m [1] - 1:12 packaging [1] - 13:18 PAGE [2] - 1:2, 19:2 paper [1] - 11:5 passed [2] - 4:13, 11:5 past [1] - 7:15 Pat [1] - 9:3 PATRICK [1] - 1:16 people [2] - 7:9, 7:10 permit [2] - 2:8, 2:9 pertaining [1] - 19:10 Petitioner [1] - 2:3 Petitioner's [1] - 2:4 phone [1] - 12:20 picked [1] - 6:5 picture [1] - 12:10 pinch [2] - 12:19, 12:20 PLAN [1] - 1:3 Plan [1] - 1:10 Planner [1] - 2:2 plans [5] - 8:19, 10:12, 11:6, 11:7, 12:13 point [1] - 8:15 portion [2] - 8:18, 11:4 positioned [1] - 7:2 positive [1] - 7:6 possible [1] - 11:14 PRESENT [2] - 1:13, 2:1 pretty [3] - 9:2, 14:16, 15:19 previous [1] - 19:6 pride [2] - 15:2 proceedings [1] - 18:16 PROCEEDINGS [1] -	questions [2] - 4:6, 5:10	SALMAN [1] - 2:2 SALMON [28] - 2:19, 2:21, 3:2, 3:4, 3:6, 3:8, 3:10, 3:12, 3:14, 16:9, 16:11, 16:14, 16:16, 16:18, 16:20, 16:22, 17:2, 17:4, 17:11, 17:18, 17:20, 18:1, 18:3, 18:5, 18:7, 18:9, 18:11, 18:13 sat [1] - 10:15 saw [3] - 15:7, 15:15, 15:16 scale [3] - 8:17, 8:19, 11:18 second [2] - 16:6, 17:15 Second [1] - 2:16 see [3] - 4:6, 4:17, 5:6 selling [1] - 7:19 set [1] - 19:17 shape [1] - 13:2 SHELLEY [1] - 1:15 shelley [1] - 14:14 Shorthand [1] - 19:4 shorthand [2] - 19:12, 19:15 showcase [1] - 8:21 shown [2] - 4:20, 12:13 sign [26] - 2:8, 2:10, 4:11, 4:15, 4:17, 5:2, 6:18, 6:22, 7:1, 7:3, 7:6, 7:8, 8:16, 8:17, 10:21, 11:17, 11:22, 12:5, 12:11, 12:19, 13:4, 13:5, 13:15, 14:10, 14:19 signature [1] - 19:18 significant [1] - 6:15 signs [3] - 7:20, 8:1, 11:20 Signs [1] - 4:8 similar [1] - 12:4 similarly [1] - 12:3 simple [1] - 14:16 simplicity [1] - 8:13 simplify [1] - 6:4 six [2] - 7:15, 10:14 size [7] - 10:2, 12:21, 14:1, 14:7, 14:19,	read [1] - 12:6 really [4] - 5:21, 6:5, 9:1, 12:12 reason [2] - 5:16, 14:6 reassurance [1] - 7:16 received [2] - 7:15, 18:17 rectangle [1] - 13:2 red [4] - 6:6, 6:7, 6:18 redesign [1] - 14:19 reduced [1] - 19:11 regret [1] - 7:13 relation [1] - 19:9 render [2] - 4:21, 11:7 REPORT [1] - 1:8 Reporter [1] - 19:4 representation [1] - 5:2 Representative [1] - 2:4 representative [1] - 5:12 representing [2] - 3:16, 4:8 request [1] - 16:3 requirements [1] - 10:15 researched [1] - 10:15 response [1] - 16:1 review [3] - 2:8, 2:9, 4:5 revision [1] - 13:17 revisions [1] - 12:15 Road [3] - 1:7, 2:8,	up [2] - 7:7, 17:8 upset [1] - 15:10	V
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			tall [4] - 9:9, 10:3, 10:5, 15:3 taper [1] - 7:17 tastefully [2] - 7:12, 15:17 teal [5] - 4:22, 5:4, 5:12, 5:16, 11:8 temporary [6] - 7:6, 11:17, 11:20, 11:22, 12:5, 12:11 testify [1] - 19:9 testimony [3] - 1:8, 19:7, 19:10 TESTIMONY [1] - 19:16 THE [2] - 1:3, 1:6 thereafter [1] - 19:12 thoughts [1] - 15:21 three [1] - 15:1 tied [2] - 5:11, 8:8 took [1] - 5:19	wall [1] - 14:10 wants [1] - 3:17 washed [1] - 10:19 website [1] - 15:7 weeks [2] - 7:16, 10:14 well-received [1] - 7:15 whereas [1] - 7:1 WHEREOF [1] - 19:16 WHEREUPON [1] - 3:19 WHICH [1] - 18:15 white [7] - 5:4, 9:1, 11:3, 11:10, 13:6, 13:7, 13:13 whole [2] - 8:6, 8:8 wide [1] - 9:9 WILLOBEE [8] - 1:22, 2:15, 3:9, 11:17,	

12:3, 13:21, 16:21, 18:8 Willowbee [3] - 3:8, 16:20, 18:7 witnesses [2] - 19:8, 19:11 wooden [1] - 6:22 writing [1] - 19:11
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years [5] - 7:20, 7:22, 8:1, 10:18, 15:8 York [3] - 1:7, 2:8, 2:11
Z
zoom [2] - 12:19, 12:20



AGENDA ITEM # 8a

REQUEST FOR BOARD ACTION
Finance

AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1748
MEETING DATE: November 2, 2021
FROM: Andrea Lamberg, Finance Director *al*

Recommended Motion

Approve payment of the accounts payable for the period of October 14, 2021 through October 27, 2021 in the aggregate amount of \$685,304.45 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 #1748 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 #1748

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1748

FOR PERIOD October 14, 2021 through October 27, 2021

The attached Warrant Summary by Fund and Warrant Register listing **TOTAL DISBURSEMENTS FOR ALL FUNDS of \$685,304.45** reviewed and approved by the below named officials.

APPROVED BY Andrea Janberg DATE 10/28/2021
VILLAGE TREASURER/FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
#1748
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	431,768.15	-	431,768.15
Capital Project Fund	400	19,281.62	-	19,281.62
Water & Sewer Operations	600	5,260.25	-	5,260.25
Escrow Funds	720	91,051.00	-	91,051.00
Payroll Revolving Fund	740	4,747.17	133,196.26	137,943.43
Total		552,108.19	133,196.26	685,304.45

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1748

Payee Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 10/15/2021	Village Payroll #21 - Calendar 2021	FWH/FICA/Medicare	\$ 92,196.28
Illinois Department of Revenue 10/15/2021	Village Payroll #21 - Calendar 2021	State Tax Withholding	\$ 19,332.59
ICMA - 457 Plans 10/15/2021	Village Payroll #21 - Calendar 2021	Employee Withholding	\$ 20,292.39
HSA PLAN CONTRIBUTION 10/15/2021	Village Payroll #21 - Calendar 2021	Employer/Employee Withholding	\$ 1,375.00
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
Total Bank Wire Transfers and ACH Payments			<u>\$ 133,196.26</u>

ipbc-general	-
payroll	<u>133,196.26</u>
	133,196.26



Warrant Register 1748

Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
13390	Payroll Run 1 - Warrant PR2121	808.97
	Check Date 10/15/2021 Total For Check # 110825	808.97
NATIONWIDE RETIREMENT SOL		
13389	Payroll Run 1 - Warrant PR2121	200.00
	Check Date 10/15/2021 Total For Check # 110826	200.00
NATIONWIDE TRUST CO FSB		
13391	Payroll Run 1 - Warrant PR2121	3,507.43
	Check Date 10/15/2021 Total For Check # 110827	3,507.43
STATE DISBURSEMENT UNIT		
13392	Payroll Run 1 - Warrant PR2121	230.77
	Check Date 10/15/2021 Total For Check # 110828	230.77
AMERICAN EXPRESS		
OCT2021	MISCELLANEOUS CHARGES	460.00
OCT2021	MISCELLANEOUS CHARGES	5,000.00
OCT2021	MISCELLANEOUS CHARGES	245.30
OCT2021	MISCELLANEOUS CHARGES	-0.57
	Check Date 10/21/2021 Total For Check # 110829	5,704.73
BMO HARRIS BANK N.A. PYMT		
SEPT2021	SEPT2021 MISC CHARGES	-66.96
SEPT2021	SEPT2021 MISC CHARGES	33.56
SEPT2021	SEPT2021 MISC CHARGES	24.94
SEPT2021	SEPT2021 MISC CHARGES	68.91
SEPT2021	SEPT2021 MISC CHARGES	35.96
SEPT2021	SEPT2021 MISC CHARGES	72.00
SEPT2021	SEPT2021 MISC CHARGES	1,015.00
SEPT2021	SEPT2021 MISC CHARGES	80.00
SEPT2021	SEPT2021 MISC CHARGES	345.00
SEPT2021	SEPT2021 MISC CHARGES	345.00
SEPT2021	SEPT2021 MISC CHARGES	80.00
SEPT2021	SEPT2021 MISC CHARGES	46.19
SEPT2021	SEPT2021 MISC CHARGES	201.99
SEPT2021	SEPT2021 MISC CHARGES	75.22
SEPT2021	SEPT2021 MISC CHARGES	41.97
SEPT2021	SEPT2021 MISC CHARGES	42.78
SEPT2021	SEPT2021 MISC CHARGES	117.18
SEPT2021	SEPT2021 MISC CHARGES	20.00



Warrant Register 1748

Invoice	Description	Invoice/Amount
SEPT2021	SEPT2021 MISC CHARGES	40.00
SEPT2021	SEPT2021 MISC CHARGES	375.00
SEPT2021	SEPT2021 MISC CHARGES	94.87
SEPT2021	SEPT2021 MISC CHARGES	18.17
SEPT2021	SEPT2021 MISC CHARGES	171.25
SEPT2021	SEPT2021 MISC CHARGES	22.98
SEPT2021	SEPT2021 MISC CHARGES	250.00
SEPT2021	SEPT2021 MISC CHARGES	19.99
SEPT2021	SEPT2021 MISC CHARGES	149.90
SEPT2021	SEPT2021 MISC CHARGES	54.99
SEPT2021	SEPT2021 MISC CHARGES	0.99
SEPT2021	SEPT2021 MISC CHARGES	29.00
SEPT2021	SEPT2021 MISC CHARGES	32.89
SEPT2021	SEPT2021 MISC CHARGES	15.00
SEPT2021	SEPT2021 MISC CHARGES	15.96
SEPT2021	SEPT2021 MISC CHARGES	25.88
SEPT2021	SEPT2021 MISC CHARGES	0.99
SEPT2021	SEPT2021 MISC CHARGES	38.99
SEPT2021	SEPT2021 MISC CHARGES	15.00
SEPT2021	SEPT2021 MISC CHARGES	15.96
SEPT2021	SEPT2021 MISC CHARGES	67.29
SEPT2021	SEPT2021 MISC CHARGES	87.95
SEPT2021	SEPT2021 MISC CHARGES	39.69
SEPT2021	SEPT2021 MISC CHARGES	98.64
SEPT2021	SEPT2021 MISC CHARGES	54.84
SEPT2021	SEPT2021 MISC CHARGES	11.91
SEPT2021	SEPT2021 MISC CHARGES	22.99
SEPT2021	SEPT2021 MISC CHARGES	56.20
SEPT2021	SEPT2021 MISC CHARGES	1.76
SEPT2021	SEPT2021 MISC CHARGES	-640.76
SEPT2021	SEPT2021 MISC CHARGES	21.56
SEPT2021	SEPT2021 MISC CHARGES	531.98
SEPT2021	SEPT2021 MISC CHARGES	47.72
SEPT2021	SEPT2021 MISC CHARGES	113.41
SEPT2021	SEPT2021 MISC CHARGES	228.95
SEPT2021	SEPT2021 MISC CHARGES	59.90
SEPT2021	SEPT2021 MISC CHARGES	18.30
SEPT2021	SEPT2021 MISC CHARGES	183.59



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Invoice	Description	Invoice/Amount
SEPT2021	SEPT2021 MISC CHARGES	36.28
SEPT2021	SEPT2021 MISC CHARGES	104.00
SEPT2021	SEPT2021 MISC CHARGES	8.49
SEPT2021	SEPT2021 MISC CHARGES	140.00
SEPT2021	SEPT2021 MISC CHARGES	0.99
SEPT2021	SEPT2021 MISC CHARGES	63.95
Check Date 10/21/2021 Total For Check # 110830		5,326.18
CHICAGO TENT RENTAL		
179655359	TENT RENTAL DEPOSIT	470.00
Check Date 10/21/2021 Total For Check # 110831		470.00
COMCAST		
8771201110009242	POLICE/FIRE 10/16-11/15/21	69.99
8771201110009242	POLICE/FIRE 10/16-11/15/21	70.00
Check Date 10/21/2021 Total For Check # 110832		139.99
COMED		
1507053046	PD CAMERA-5909 S GARFIELD	25.51
2771151012	PD CAMERA-2 STOUGH	24.97
Check Date 10/21/2021 Total For Check # 110833		50.48
TOSHIBA AMER BUSINESS SOLUTIONS		
5636567	COPIER MAINT-7/1-9/30/21	321.28
5636567	COPIER MAINT-7/1-9/30/21	1,065.10
5636567	COPIER MAINT-7/1-9/30/21	508.69
Check Date 10/21/2021 Total For Check # 110834		1,895.07
TOSHIBA FINANCIAL SERVICE		
455379065	COPIER LEASE-COM DEV/PARKS SEPT21	192.50
455379065	COPIER LEASE-COM DEV/PARKS SEPT21	82.50
Check Date 10/21/2021 Total For Check # 110835		275.00
A BLOCK MARKETING INC		
LC00051612	WOOD CHIP DISPOSAL	30.00
Check Date 10/27/2021 Total For Check # 110839		30.00
AT & T		
63032338639258	VEECK PARK-WP 10/13-11/12/21	444.09
Check Date 10/27/2021 Total For Check # 110840		444.09
ATHLETIC FIELD SUPPLY		
17878	FIELD PAINT	2,412.00
Check Date 10/27/2021 Total For Check # 110841		2,412.00



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Invoice	Description	Invoice/Amount
BANNERVILLE USA		
31186	FALL EVENT SUPPLIES	1,810.00
	Check Date 10/27/2021 Total For Check # 110842	1,810.00
CALL ONE		
459074	PHONE CHARGES 10/15-11/14/21	315.37
459074	PHONE CHARGES 10/15-11/14/21	246.99
459074	PHONE CHARGES 10/15-11/14/21	310.76
459074	PHONE CHARGES 10/15-11/14/21	196.71
459074	PHONE CHARGES 10/15-11/14/21	225.36
459074	PHONE CHARGES 10/15-11/14/21	194.21
	Check Date 10/27/2021 Total For Check # 110843	1,489.40
CARAHSOFT TECHNOLOGY CORP		
28928761	2022 ANNUAL USER FEE SEWER GEMS & FLOWMASTER	2,035.00
	Check Date 10/27/2021 Total For Check # 110844	2,035.00
CARROT-TOP INDUSTRIES,IN		
51363800	PARK FLAGS	246.06
	Check Date 10/27/2021 Total For Check # 110845	246.06
CENTRAL PARTS WAREHOUSE		
637998A	SNOW/ICE PLOW MARKERS FOR TOOL CAT	764.35
	Check Date 10/27/2021 Total For Check # 110846	764.35
COMED		
0015093062	57TH STREET	144.21
0075151076	ELEANOR PARK	363.37
0203017056	WARMING HOUSE/PADDLE HUT	179.40
0203065105	CHESTNUT PARKING	35.30
0381057101	CLOCK TOWER	24.77
0395122068	STREET LIGHTS	44.86
0417073048	314 SYMONDS DR	110.25
0427019145	CAMERA 989 TAFT RD	33.02
0471095066	FOUNTAIN	202.56
0499147045	BURLINGTON PARK	55.70
0639032045	ROBBINS PARK	33.81
0651102260	PD CAMERA-701 E CHGO	31.92
0697168013	STREET LIGHTS	28.34
0825110049	PD CAMERA-440 E OGDEN	30.71
1107024145	LANDSCAPE LIGHTS 650	26.67



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Invoice	Description	Invoice/Amount
1993023010	RADIO EQUIPMENT FD	80.13
2195166237	PD CAMERA-5913 S MADISON	27.62
2378029015	WASHINGTON	31.01
2425068008	VEECK PARK	1,506.62
3454039030	VEECK PARK-WP	437.50
6583006139	BURLINGTON PARK	24.77
7011157008	NS CBQ RR	28.59
7011378007	PIERCE PARK	528.94
7011481018	WALNUT STREET	25.68
7093551008	KLM LODGE 80/20	884.28
7093551008	KLM LODGE 80/20	221.07
Check Date 10/27/2021 Total For Check # 110847		5,141.10
COMED		
8521083007	ROBBINS PARK	189.83
8521342001	TRAIN STATION	109.34
8605174005	BROOK PARK	80.31
8605437007	POOL	259.10
8689206002	ELEANOR PARK	34.50
8689480008	STOUGH PARK	19.97
8689640004	BURNS FIELD	20.38
7261620005	SAFETY TOWN	0.01
8521400008	WATER PLANT	36.92
Check Date 10/27/2021 Total For Check # 110848		750.36
COMMERCIAL COFFEE SERVICE		
161250-AUG	SHIPPING	5.50
161677	COFFEE	41.75
161677	COFFEE	41.75
Check Date 10/27/2021 Total For Check # 110849		89.00
CONSTELLATION NEWENERGY		
3310687	GAS CHARGES 9/1-9/30/21	127.44
3310687	GAS CHARGES 9/1-9/30/21	127.44
3310687	GAS CHARGES 9/1-9/30/21	186.70
3310687	GAS CHARGES 9/1-9/30/21	233.01
3310687	GAS CHARGES 9/1-9/30/21	347.84
3310687	GAS CHARGES 9/1-9/30/21	223.58
Check Date 10/27/2021 Total For Check # 110850		1,246.01



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Invoice	Description	Invoice/Amount
DIAMOND POOL & SPA INC		
83621	POOL LIGHTS	6,941.48
	Check Date 10/27/2021 Total For Check # 110851	6,941.48
DINGES FIRE COMPANY		
22855	TRAINING SMOKE FLUID	273.37
	Check Date 10/27/2021 Total For Check # 110852	273.37
DOCU-SHRED, INC.		
48001	DOCUMENT DESTRUCTION	40.00
	Check Date 10/27/2021 Total For Check # 110853	40.00
DU-COMM		
17808	QUARTERLY DISPATCHING FEE	38,840.00
11764	FACILITY LEASE 11/1-1/31	2,593.36
	Check Date 10/27/2021 Total For Check # 110854	41,433.36
DUPAGE MATERIALS COMPANY		
15929	HOT PATCH	679.45
	Check Date 10/27/2021 Total For Check # 110855	679.45
DUPAGE TOPSOIL, INC.		
052642	DIRT-STUMP RESTORATION	350.00
	Check Date 10/27/2021 Total For Check # 110856	350.00
EAST AVE LACROSSE		
HINSDALEPDSEPT 21	SEPTEMBER 2021	3,412.00
	Check Date 10/27/2021 Total For Check # 110857	3,412.00
EXCELL FASTENER SOLUTIONS		
28787	BIG SNOWPLOW HARDWARE	544.10
28788	NUTS/BOLTS/DRILL BITS	180.57
28788	NUTS/BOLTS/DRILL BITS	38.96
	Check Date 10/27/2021 Total For Check # 110858	763.63
FACTORY MOTOR PARTS CO		
60-299618	UNIT #100-FRONT BREAK PADS	177.55
60-299682	REPLACEMENT TOOLS FROM FLOOD	1,019.96
	Check Date 10/27/2021 Total For Check # 110859	1,197.51
FEDEX		
7-531-45046	SHIPPING CHARGES	62.78
7-531-45046	SHIPPING CHARGES	62.78
7-531-45046	SHIPPING CHARGES	3.23



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Invoice	Description	Invoice/Amount
Check Date 10/27/2021 Total For Check # 110860		128.79
FULLERS HOME & HARDWARE		
SEPT2021	SEPT21 MISCELLANEOUS HARDWARE	13.95
SEPT2021	SEPT21 MISCELLANEOUS HARDWARE	5.02
SEPT2021	SEPT21 MISCELLANEOUS HARDWARE	42.96
SEPT2021	SEPT21 MISCELLANEOUS HARDWARE	4.49
SEPT2021	SEPT21 MISCELLANEOUS HARDWARE	49.76
SEPT2021	SEPT21 MISCELLANEOUS HARDWARE	-24.14
Check Date 10/27/2021 Total For Check # 110861		92.04
GOLD SHIELD DETECTIVE AGENCY INC		
1841	FD - BACKGROUND CHECK	871.37
Check Date 10/27/2021 Total For Check # 110862		871.37
GRAINGER, INC.		
9072660245	VILLAGE HALL HVAC PARTS	37.92
Check Date 10/27/2021 Total For Check # 110863		37.92
GRASSO GRAPHICS INC		
31578	SERVICE AWARD CARDS/HOLIDAY CARDS	217.30
Check Date 10/27/2021 Total For Check # 110864		217.30
HILDRETH, ROBERT W		
DECEMBER2022	HOLIDAY EVENTS 2022	700.00
Check Date 10/27/2021 Total For Check # 110865		700.00
HOME DEPOT CREDIT SERVICE		
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	77.76
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	17.34
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	17.17
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	239.52
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	283.29
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	31.00
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	70.72
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	201.84
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	350.19
SEPT2021	SEPT21 MISC HARDWARE & SUPPLIES	90.85
Check Date 10/27/2021 Total For Check # 110866		1,379.68
IGFOA		
100821	COLLECTIVE BARGAINING	20.00
Check Date 10/27/2021 Total For Check # 110867		20.00



Warrant Register 1748

Invoice	Description	Invoice/Amount
ILLCO, INC.		
2537048	VILLAGE HALL BOILERS	19.50
	Check Date 10/27/2021 Total For Check # 110868	19.50
INDUSTRIAL ELECTRIC		
S100007147.001	POOL PROJ ELECTRIC PIPE UPDATE	148.62
S100007292.001	POOL PROJ ELECTRIC PIPE UPDATE IN DECK	65.87
S100007341.001	POOL PROJ ELECTRIC PIPE UPDATE	2.85
S100004154.001	MB LOBBY LIGHT	16.00
S100006759.001	ELECTRIC OUTLETS/SHAWNS OFC FLOOD DAMAGE	8.15
	Check Date 10/27/2021 Total For Check # 110869	241.49
INNOVATION ARTS CONNECTION		
1104	FALL DANCE	240.00
	Check Date 10/27/2021 Total For Check # 110870	240.00
INTERNATIONAL EXTERMINATO		
90273	PEST CONTROL-IN CBD	287.00
	Check Date 10/27/2021 Total For Check # 110871	287.00
INTERSTATE BATTERY SYSTEM		
305540	BATTERIES UNIT #6 & #845	259.90
305540	BATTERIES UNIT #6 & #845	129.95
10074004	BATTERY UNIT #832	109.95
	Check Date 10/27/2021 Total For Check # 110872	499.80
IRISH CASTLE		
26729	CONT BD-726 S LINCOLN #26729	500.00
26416	CONT BD-123 THE LANE #26416	500.00
26408	CONT BD-234 S MONROE #26408	500.00
25726	CONT BD-541 N VINE #25726	500.00
	Check Date 10/27/2021 Total For Check # 110873	2,000.00
IRMA		
180528-01	MSP PAYMENT	1,250.00
	Check Date 10/27/2021 Total For Check # 110874	1,250.00
JAMES J BENES & ASSOC INC		
PROJ 1617.000 PAY THE LANE DRAINAGE STUDY #4		111.62
PAY #7	2021 3RD PARTY REVIEWS	2,213.91
	Check Date 10/27/2021 Total For Check # 110875	2,325.53



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Invoice	Description	Invoice/Amount
JC LIGHT, LLC		
09191660	PAINT SUPPLIES	66.84
	Check Date 10/27/2021 Total For Check # 110876	66.84
JENTEL, MICHAEL		
83	LODGE DOOR REPAIRS	175.00
81	BURNS FIELD DOOR REPAIRS	930.00
85	REMOVE AND REPLACE RAILINGS AND FASCIA AT LODGE	896.00
87	REPAIR AND PAINT CORNICE AT LODGE	627.00
89	REPAIR AND REPLACE ROTTING BOARDS ON LODGE BALCONY	376.00
91	REPAIR AND REPAINT FRONT ENTRY AT LODGE	797.50
	Check Date 10/27/2021 Total For Check # 110877	3,801.50
JOHN NERI CONSTRUCTION IN		
101421-A	S STOUGH DRAINAGE IMPROV VM-9/23/21	19,170.00
	Check Date 10/27/2021 Total For Check # 110878	19,170.00
K-FIVE CONSTRUCTION CORP		
34368	HOT PATCH	581.45
35003	HOT PATCH	390.92
34835	HOT PATCH	277.58
33310	HOT PATCH	383.80
33176	HOT PATCH	89.24
35328	HOT PATCH	286.89
	Check Date 10/27/2021 Total For Check # 110879	2,009.88
LINCHPIN SEO		
16328	KLM SEO MARKETING NOVEMBER 2021	400.00
	Check Date 10/27/2021 Total For Check # 110880	400.00
LISA LOMBARDI COACHING		
50071813	HALLOWEEN CLASS	18.90
	Check Date 10/27/2021 Total For Check # 110881	18.90
LITHOPRINT, INC		
44722	OPEN HOUSE BANNER	28.00
	Check Date 10/27/2021 Total For Check # 110882	28.00
LORKIEWICZ, REBECCA		
092721	GENTLE YOGA SEPT SESSION	182.00
	Check Date 10/27/2021 Total For Check # 110883	182.00



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Invoice	Description	Invoice/Amount
MANGANIELLO, JIM		
OCT2021	OCT21 METER READINGS	55.00
	Check Date 10/27/2021 Total For Check # 110884	55.00
MARATHON SPORTSWEAR		
61905	STAFF APPAREL	291.25
61905	STAFF APPAREL	424.05
	Check Date 10/27/2021 Total For Check # 110885	715.30
MCCANN INDUSTRIES, INC		
W02039	CONCRETE SAW REPAIR	767.10
	Check Date 10/27/2021 Total For Check # 110886	767.10
MENARDS		
83484	CABLE TIES FOR SOCCER NETS	59.82
	Check Date 10/27/2021 Total For Check # 110887	59.82
MICRO CENTER A/R		
5560925	PRINTER SHAWNS OFC-FLOOD DAMAGE	359.99
	Check Date 10/27/2021 Total For Check # 110888	359.99
MIDWEST TIME RECORDER		
181176	PUB SVC SEPT21 TIME CLOCK FEE	96.85
	Check Date 10/27/2021 Total For Check # 110889	96.85
MONROE TRUCK EQUIPT CO		
333895	HYDRAULIC TANK CAPS	46.03
	Check Date 10/27/2021 Total For Check # 110890	46.03
MQ FARMS		
FALLFEST2021-2	ADDITIONAL STRAW BALES	84.00
	Check Date 10/27/2021 Total For Check # 110891	84.00
MUNICIPAL EMERGENCY SVCS		
IN1621147	SCBA REPAIRS	252.05
	Check Date 10/27/2021 Total For Check # 110892	252.05
NFPA		
8042876Y	OPEN HOUSE - PUBLIC EDUCATION MATERIALS	35.10
8038444Y	OPEN HOUSE - PUBLIC EDUCATION MATERIALS	189.95
	Check Date 10/27/2021 Total For Check # 110893	225.05
NICOR GAS		
13270110003	350 N VINE 9/15-10/14/21	133.41
38466010006	121 SYMONDS-9/15/10/14/21	70.49
38466010006	121 SYMONDS-9/15/10/14/21	70.48



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Invoice	Description	Invoice/Amount
90077900000	YOUTH CENTER 9/15-10/14/21	57.78
06677356575	PLATFORM TENNIS 9/16-10/15/21	241.96
12952110000	5905 S COUNTY LINE 9/16-10/15/21	45.22
	Check Date 10/27/2021 Total For Check # 110894	619.34
NIPSTA		
30861725	VEHICLE MACHINERY OPS TRAINING CHISM	975.00
	Check Date 10/27/2021 Total For Check # 110895	975.00
NORMANDY CONSTRUCTION		
26369	CONT BD-550 HANNAH LANE #26369	1,200.00
26254	CONT BD-211 E 9TH #26254	2,800.00
26172	CONT BD-601 N ELM #26172	1,900.00
	Check Date 10/27/2021 Total For Check # 110896	5,900.00
OAK BROOK MECHANICAL, INC		
992788	BOILER PD/FD VOB 4/20/21	49,958.30
992788	BOILER PD/FD VOB 4/20/21	49,958.30
	Check Date 10/27/2021 Total For Check # 110897	99,916.60
BAIN, ALLISON		
240116	HOLIDAY EXPRESS CANCELLED	100.00
	Check Date 10/27/2021 Total For Check # 110898	100.00
BURTKER, DAVID		
26707	CONT BD-601 S BRUNER #26707	500.00
	Check Date 10/27/2021 Total For Check # 110899	500.00
BURTKER, DAVID C		
26708	CONT BD-446 S ADAMS #26708	500.00
	Check Date 10/27/2021 Total For Check # 110900	500.00
CALLAGHAN, MICHAEL		
25615	CONT BD-244 E FIRST ST.#25615	10,000.00
	Check Date 10/27/2021 Total For Check # 110901	10,000.00
CALLAGHAN, MICHAEL		
25614	ST MGMT-244 E FIRST #25614	3,000.00
	Check Date 10/27/2021 Total For Check # 110902	3,000.00
COOPER, ALEXANDRA		
240208	HOLIDAY EXPRESS CANCELLED	64.00
	Check Date 10/27/2021 Total For Check # 110903	64.00
DUSKY, MARIA		
26767	CONT BD-937 ALLMEN #26767	500.00
	Check Date 10/27/2021 Total For Check # 110904	500.00



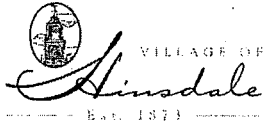
Warrant Register 1748

Invoice	Description	Invoice/Amount
FISCHER, KARI		
240184	HOLIDAY EXPRESS CANCEL	89.00
	Check Date 10/27/2021 Total For Check # 110905	89.00
FLAGG CREEK TILE		
26075	CONT BD-35 S GARFIELD #26075	500.00
	Check Date 10/27/2021 Total For Check # 110906	500.00
GENT, MARYLOU & JOSEPH		
25414	STMWR BD-118 N MONROE #25414	11,800.00
	Check Date 10/27/2021 Total For Check # 110907	11,800.00
GRANT & POWER LANDSCAPE INC		
26447	CONT BD-618 CHESTNUT #26447	1,800.00
	Check Date 10/27/2021 Total For Check # 110908	1,800.00
GUARDIOLA, MILVET		
26198	CONT BD-302 N ADAMS #26198	5,000.00
	Check Date 10/27/2021 Total For Check # 110909	5,000.00
JANKOVSKY, JOSEPH		
23254	ST MGMT-530 N GRANT #23254	3,000.00
	Check Date 10/27/2021 Total For Check # 110910	3,000.00
JANKOVSKY, JOSEPH		
23256	STMWR BD-530 N GRANT #23256	6,987.00
	Check Date 10/27/2021 Total For Check # 110911	6,987.00
JANKOVSKY, JOSEPH		
23255	CONT BD-530 N GRANT 323255	10,000.00
	Check Date 10/27/2021 Total For Check # 110912	10,000.00
KANE BROTHERS INC		
26498	CONT BD-745 WILSON LANE #26498	500.00
	Check Date 10/27/2021 Total For Check # 110913	500.00
KUSAK, PAUL		
26726	CONT BD-529 W NORTH #26726	1,400.00
	Check Date 10/27/2021 Total For Check # 110914	1,400.00
LANE ROSEMARY		
26384	CONT BD-318 N OAK #26384	2,000.00
	Check Date 10/27/2021 Total For Check # 110915	2,000.00



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Invoice	Description	Invoice/Amount
LUIVY CONSTRUCTION INC		
26741	CONT BD-235 S BRUNER #26741	1,000.00
	Check Date 10/27/2021 Total For Check # 110916	1,000.00
MAJESKE, JESSICA		
24871	KLM SECURITY DEP-EN211016 #24871	575.00
	Check Date 10/27/2021 Total For Check # 110917	575.00
MELKUS, PAUL		
25300	STMWR BD-5604 S GARFIELD #25300	2,250.00
	Check Date 10/27/2021 Total For Check # 110918	2,250.00
MK CONSTRUCTION		
26442	CONT BD-730 S GARFIELD #26442	600.00
	Check Date 10/27/2021 Total For Check # 110919	600.00
MURRAY, MEGHAN		
26000	KLM SECURITY DEP-EN211008 #26000	390.00
	Check Date 10/27/2021 Total For Check # 110920	390.00
NAVARRO, KARLI		
240113	HOLIDAY EXPRESS CANCELLED	160.00
	Check Date 10/27/2021 Total For Check # 110921	160.00
NELSON, DOUGLAS		
26785	CONT BD-17 S PARK #26785	500.00
	Check Date 10/27/2021 Total For Check # 110922	500.00
OAKWOOD ELECTRIC & GENERATOR		
26722	CONT BD-323 N OAK #26722	500.00
	Check Date 10/27/2021 Total For Check # 110923	500.00
PIEPER, JAMES		
25301	STMWR BD-830 S PARK #25301	10,814.00
	Check Date 10/27/2021 Total For Check # 110924	10,814.00
PRAIRE PATH PAVERS INC		
26783	CONT BD-722 N MADISON #26783	500.00
	Check Date 10/27/2021 Total For Check # 110925	500.00
PRECISION PLUMBING SERVICES		
26273	CONT BD-618 W NORTH #26273	500.00
	Check Date 10/27/2021 Total For Check # 110926	500.00



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Invoice	Description	Invoice/Amount
RAGO, JOSEPH		
26745	CONT BD-211 W BIRCHWOOD #26745	500.00
	Check Date 10/27/2021 Total For Check # 110927	500.00
RUGE, SUSAN		
240119	HOLIDAY EXPRESS CANCELLED	204.00
	Check Date 10/27/2021 Total For Check # 110928	204.00
SIDDIQUI, USMAN		
26800	CONT BD-938 HARDING #26800	500.00
	Check Date 10/27/2021 Total For Check # 110929	500.00
STARK, CASSANDRA		
25984	KLM SECURITY DEP-EN211015 #25984	500.00
	Check Date 10/27/2021 Total For Check # 110930	500.00
SW ROOFING, INC		
26473	CONT BD-306 W FOURTH #26473	500.00
	Check Date 10/27/2021 Total For Check # 110931	500.00
TATE ENTERPRISES		
26436	CONT BD-223 S MONROE #26436	7,500.00
	Check Date 10/27/2021 Total For Check # 110932	7,500.00
PLAQUES PLUS		
G0909-27	BENCH DONATION PLAQUE	107.38
	Check Date 10/27/2021 Total For Check # 110933	107.38
PLEASANTVIEW FIRE PROTECTION DIST		
30002403	BURN TOWER TRAINING	800.00
	Check Date 10/27/2021 Total For Check # 110934	800.00
POMPS TIRE SERVICE, INC.		
470083804	UNIT #100 TIRES	603.16
	Check Date 10/27/2021 Total For Check # 110935	603.16
PRAXAIR DISTRIBUTION, INC		
66097839	POOL CHEMICALS	133.08
	Check Date 10/27/2021 Total For Check # 110936	133.08
PREMIER OCCUPATIONAL HLTH		
105592	9/16/21 DRUG SCREENING	200.00
	Check Date 10/27/2021 Total For Check # 110937	200.00



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Invoice	Description	Invoice/Amount
PRINCESS PARTY BY MC		
6-DEPOSIT	DEPOSIT-WINTER WONDERLAND FROZEN CHARACTERS	1,000.00
	Check Date 10/27/2021 Total For Check # 110938	1,000.00
QUADIENT INC		
58800528	POSTAGE METER MAINT/RENTAL 11/13/21-2/12/22	360.92
	Check Date 10/27/2021 Total For Check # 110940	360.92
ROCK 'N' KIDS, INC		
HINF121	SEPTEMBER 2021 TOT KID ROCK	384.00
	Check Date 10/27/2021 Total For Check # 110941	384.00
ROEHN, RICH		
100821	UNIFORM ALLOW	230.40
	Check Date 10/27/2021 Total For Check # 110942	230.40
RUSULIS, SAFIA		
092021	REIMBURSEMENT	200.00
092021	REIMBURSEMENT	57.86
	Check Date 10/27/2021 Total For Check # 110943	257.86
SAFELITE AUTO GLASS		
126264	WINDSHIELD GLASS REPLACE #45	559.23
	Check Date 10/27/2021 Total For Check # 110944	559.23
SAFETY-KLEEN SYSTEMS, INC		
87088141	PARTS WASHER-SOLVENT	179.31
	Check Date 10/27/2021 Total For Check # 110945	179.31
SCHAEFGES BROTHERS INC		
3180	COMMUNITY POOL RENOVATION-BOT 4/6/21	187,403.00
	Check Date 10/27/2021 Total For Check # 110946	187,403.00
SEMMER LANDSCAPE		
22490	MOVING & LANDSCAPE MAINTENANCE VOB 3/2/21	4,352.00
22490	MOVING & LANDSCAPE MAINTENANCE VOB 3/2/21	9,071.00
	Check Date 10/27/2021 Total For Check # 110947	13,423.00
SPORTS R US		
2569	SEPTEMBER 2021	3,168.00
	Check Date 10/27/2021 Total For Check # 110948	3,168.00
T2 SYSTEMS		
HW112548	CHANGED PARKING PERMIT RATES	495.00

VOID #110939



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Invoice	Description	Invoice/Amount
P005195	CREATE LTR FOR PARKING PERMIT PRORATED RATES	525.00
	Check Date 10/27/2021 Total For Check # 110949	1,020.00
TERRY PLUMBING CO		
210970	WATER COOLER	385.14
	Check Date 10/27/2021 Total For Check # 110950	385.14
THE LAW OFFICES OF AARON H. REINKE		
H-10-21-2021	ADMIN HEARINGS-TOWING	150.00
	Check Date 10/27/2021 Total For Check # 110951	150.00
THIRD MILLENIUM		
26836	UTILITY BILLING 10/5/21	1,052.48
	Check Date 10/27/2021 Total For Check # 110952	1,052.48
THOMPSON ELEVATOR INSPEC		
21-2340	3RD PARTY ELEVATOR INSP/RVW	100.00
	Check Date 10/27/2021 Total For Check # 110953	100.00
TOSHIBA FINANCIAL SERVICE		
455888677	SEP21 COPIER LEASE ADMIN-SC1HJ17548	275.00
	Check Date 10/27/2021 Total For Check # 110954	275.00
TRAFFIC CONTROL & PROTECT		
108193	PORTABLE CROSSWALK PARTS	268.75
	Check Date 10/27/2021 Total For Check # 110955	268.75
TRESSLER, LLP		
435838	PROF FEES THRU 10/5/21 FILE #011269-00010	367.50
	Check Date 10/27/2021 Total For Check # 110956	367.50
TRUSTWORTHY CLEANING		
30	REMAINDER OF JULY LODGE CLEANING PAYMENT	1,325.00
	Check Date 10/27/2021 Total For Check # 110957	1,325.00
UNCLE BUBS		
UB22170	LODGE EVENT SUPPLIES	92.10
	Check Date 10/27/2021 Total For Check # 110958	92.10
US GAS		
373194	MEDICAL OXYGEN	305.24
	Check Date 10/27/2021 Total For Check # 110959	305.24
VERIZON WIRELESS		
9889132464	MONTHLY DATA USAGE AUG24-SEP23	50.04
9889132464	MONTHLY DATA USAGE AUG24-SEP23	38.01



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Invoice	Description	Invoice/Amount
9889446876	MONTHLY DATA USAGE - AUG29-SEP28	523.29
9889446876	MONTHLY DATA USAGE - AUG29-SEP28	264.51
9889446876	MONTHLY DATA USAGE - AUG29-SEP28	125.88
Check Date 10/27/2021 Total For Check # 110960		1,001.73
VULCAN CONST MATERIALS LL		
32767680	CA-6 STONE	875.06
Check Date 10/27/2021 Total For Check # 110961		875.06
WAREHOUSE DIRECT INC		
5062320-0	OFFICE SUPPLIES	198.70
5071868-0	OFFICE SUPPLIES	61.38
5071868-0	OFFICE SUPPLIES	291.15
5071868-0	OFFICE SUPPLIES	291.15
4865909-0	OFFICE SUPPLY-TONER	59.99
5005439-0	COPY PAPER	291.15
5005439-0	COPY PAPER	291.15
5007125-0	OFFICE SUPPLY-TONER	177.20
5071846-0	PUB SVC LAUNDRY DETERGENT	67.43
5081664-0	OFFICE SUPPLIES-BINDERS/DIVIDERS	341.74
5064369-0	PARK JANITORIAL SUPPLIES	37.57
5064007-1	VILLAGE HALL HOT CUPS	222.52
5063997-1	PUB SERVICES HOT CUPS	111.26
Check Date 10/27/2021 Total For Check # 110962		2,442.39
WARREN OIL COMPANY		
W1424888	DIESEL FUEL 8/19-10/8/21	1,843.10
W1424888	DIESEL FUEL 8/19-10/8/21	912.49
W1424888	DIESEL FUEL 8/19-10/8/21	439.28
W1424888	DIESEL FUEL 8/19-10/8/21	224.22
Check Date 10/27/2021 Total For Check # 110963		3,419.09
WEX BANK		
7474041	SEPT21 UNLEADED FUEL	141.16
7474041	SEPT21 UNLEADED FUEL	426.88
7474041	SEPT21 UNLEADED FUEL	3,774.00
7474041	SEPT21 UNLEADED FUEL	1,010.76
7474041	SEPT21 UNLEADED FUEL	364.66
7474041	SEPT21 UNLEADED FUEL	58.91
7474041	SEPT21 UNLEADED FUEL	173.21
7474041	SEPT21 UNLEADED FUEL	795.38



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Invoice	Description	Invoice/Amount
7474041	SEPT21 UNLEADED FUEL	739.91
7474041	SEPT21 UNLEADED FUEL	-126.50
	Check Date 10/27/2021 Total For Check # 110964	7,358.37
WILLOWBROOK FORD INC		
5153977	UNIT #12 REAL GLASS REPLACEMENT	496.00
5153976	UNIT #100 REAR CONTROL ARM	669.00
5153756	UNIT #825 OIL PRESSURE SWITCH	9.87
5153757	EXPLORERS REAR WIPER BLADES	41.07
6356731/1	EXPLORER WINDSHIELD MOLDING	195.60
	Check Date 10/27/2021 Total For Check # 110965	1,411.54
	Total For ALL Checks	552,108.19



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	431,768.15
CAPITAL PROJECTS FUND	400	19,281.62
WATER & SEWER OPERATIONS FUND	600	5,260.25
ESCROW FUND	720	91,051.00
PAYROLL REVOLVING FUND	740	4,747.17
	TOTALS:	552,108.19

END OF REPORT

No740

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: Alley vacation east of 725 South Quincy Street
MEETING DATE: November 2, 2021
FROM: Dan Deeter, PE Village Engineer

Recommended Motion

Approve "An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 725 South Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$12,500.

Background

The residents at 725 South Quincy Street has expressed an interest in purchasing the portion of the alley east of and adjacent to their property.

Discussion & Recommendation

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. This alley is not used for vehicle traffic. There are no plans for providing vehicular traffic on this alley right of way in the future. The alley has previously had vacations approved. Nine of the twelve residents abutting this north-south alley have purchased the alley half adjacent to their property. This proposed alley vacation is one of three alley halves that have not been vacated. There are ComEd overhead lines within this alley. Staff recommends approval of the vacation.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for current and potential future utility use of the alley, the plat of vacation will include a utility and drainage easement within the vacated area.

Budget Impact

Included is the appraisal report establishing a fair market value for the vacated property. The appraisal established the value of the property at approximately \$23.90 per square foot. The property to be vacated contains an area of +/-525 square feet. The total appraised value of the property is \$12,500.

Village Board and/or Committee Action

According to policy, this item is presented as a routine item.

Documents Attached

1. An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 725 South Quincy Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$12,500.
2. Appraisal Report, An 7' x 75' portion of the unimproved alley situated east and adjoining 725 South Quincy Street, Hinsdale, Illinois 60521.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN
PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND
ADJOINING 725 SOUTH QUINCY STREET IN THE VILLAGE OF HINSDALE,
DUPAGE AND COOK COUNTIES, ILLINOIS**

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 725 South Quincy Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-410-005 has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

Section 1. Recitals Incorporated. The above recitals and findings are incorporated herein and made a part hereof.

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 7' x 75' of the unimproved alley situated east of and adjoining 725 South Quincy Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 6, 7, and 8 of the plat of Hinsdale Heights, being a Resubdivision of the west half of Block 22 (except the north 151 feet) in Stough's Second Addition to the Village of Hinsdale, being a subdivision in the East 1/2 of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

~~P.I.N. 09-11-410-005~~

Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 725 South Quincy Street, Hinsdale, Illinois upon the payment of twelve thousand five hundred dollars (\$12,500.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2021

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

APPRAISAL REPORT

AN 7' X 75' PORTION OF THE UNIMPROVED
ALLEY SITUATED EAST AND ADJOINING
725 SOUTH QUINCY STREET
HINSDALE, IL 60521

Prepared For

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Prepared By

C.A. Benson & Associates.
802 Country Club Drive
La Grange, IL 60525

C.A. BENSON & ASSOCIATES
802 Country Club Drive - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

August 16, 2021

Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

Re: Appraisal of a 7'x 75' portion of unimproved
alley situated east and adjoining 725 South Quincy
Street, Hinsdale, IL 60521

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as-is" market value of the fee simple interest. The property was inspected on August 12, 2021, which is the effective date of this valuation.

The property consists of a 7' by 75' portion of unimproved alley located east and adjoining 725 South Quincy Street, Hinsdale, Illinois. It contains 525 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as-is" Market Value of the subject property as of August 12, 2021 was

<p>TWELVE-THOUSAND FIVE-HUNDRED DOLLARS (\$12,500)</p>
--

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

C.A. Benson & Associates

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: August 12, 2021

EFFECTIVE DATE OF VALUE: August 12, 2021

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file. It was prepared to conform to USPAP standards.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

C.A. Benson & Associates

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 17,637 residents as of 2019 and a median household income of over \$200,000 (2019). Over the past 12-months, the average sale price of a single-family residence in Hinsdale was \$1,232,063, which is 13.7% higher than the prior 12-month average sale price of \$1,083,355 and relatively unchanged from the 2-year ago average sale price of \$1,202,944. This increase is indicative of improving market conditions in the residential market with values rebounding to a level comparable to the pre-pandemic average sale price.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$350,000 for smaller existing single-family residences to in excess of \$2,500,000+ for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

Property Description: The subject property is the west 7' of a 14' wide unimproved alley. It has a width of 75', which is equal to the width of the adjoining residence located at 725 South Quincy Street. It is rectangular in shape and has a calculated area of 525 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0187J, dated August 1, 2019.

C.A. Benson & Associates

ESTIMATE OF EXPOSURE TIME:

The subject property is a 7' x 75' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2020 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of a 7' x 75' rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

1. **646 South Bruner Street, Hinsdale** was reported sold in October 2020 for \$440,000. This is a 65' by 123' parcel zoned R-4, containing 7,995 square feet. The sales price was equal to \$55.80 per square foot.
2. **421 South Thurlow Street, Hinsdale** was reported sold in December 2017 for \$507,500. This is a 75' by 125' foot parcel zoned R-4, containing 9,375 square feet. The sales price was equal to \$54.13 per square foot.
3. **435 South Adams Street, Hinsdale** was reported sold in December 2017 for \$495,000. This is a 75' by 125' parcel zoned R-4, containing 9,375 square feet. The sale price was equal to \$52.80 per square foot.
4. **811 South Adams Street, Hinsdale** was reported sold in March 2018 for \$580,000. This is an 87' by 134' parcel zoned R-4, containing 11,658 square feet. The sale price was equal to \$49.75 per square foot.

Commentary

No adjustments for time were warranted as the cited sales sold before or after a dip in values due to the pandemic. The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, three of the existing residences have been demolished and the fourth is to be torn down. They sold from \$49.75 to \$55.80 per square foot and averaged \$53.12 per square foot for a buildable site.

The subject consists of a 525 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot value. For this analysis, 45% of the \$53.12 average value of a buildable site or \$23.90 per square foot is indicated.

C.A. Benson & Associates

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$23.90 per square foot is indicated for the subject property.

525 square feet @ \$23.90 per square foot = \$12,548

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$12,500 (Rd)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of August 12, 2021 was

<p>TWELVE-THOUSAND FIVE-HUNDRED DOLLARS (\$12,500)</p>
--

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/21)

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. It presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- as of the date of this report, I, Charles A. Benson, Jr., have completed the requirements under the Continuing Education Program of the Appraisal Institute.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/21)

C.A. Benson & Associates

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update – 2020-2021

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation; Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser; Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2019 & 2021; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications; Online comparative Analysis; Business Practices & Ethics; Appraisal Adjustments.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, First National Bank of LaGrange, Cathay Bank, Pacific Global Bank, Spectrum Business Services, LLC, Town Center Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

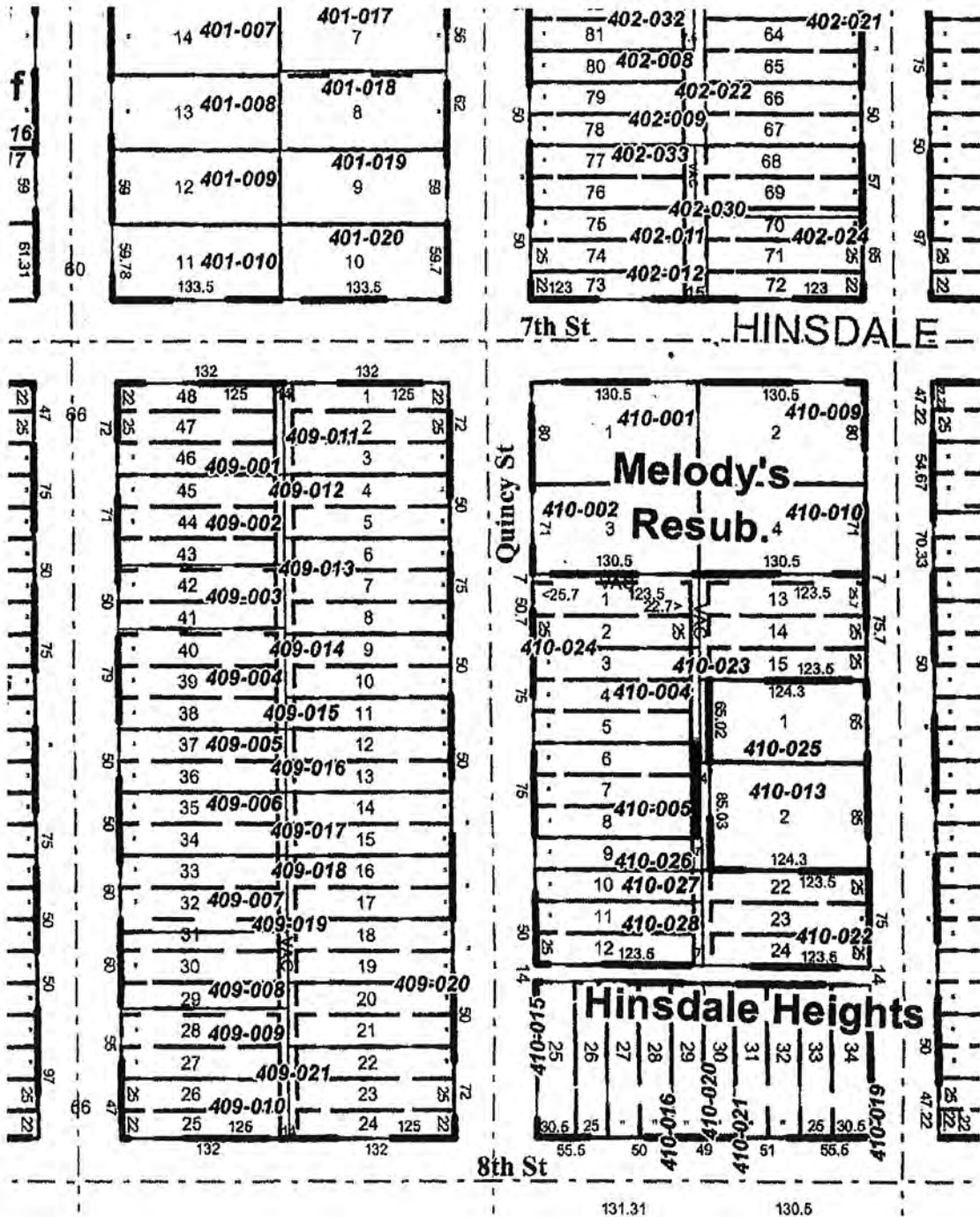
C.A. Benson & Associates

ADDENDUM

Sidwell Map

C.A. Benson & Associates

SIDWELL MAP
(Subject Shaded in Red)



Department Name

AGENDA SECTION: Consent - ZPS
SUBJECT: Renew the IGA with District 86 for School Resource Officer (SRO) services
MEETING DATE: November 2, 2021
FROM: Brian King, Police Chief

Recommended Motion

Approve the renewal of an Intergovernmental Agreement by and between the Board of Education of Hinsdale Township High School District No. 86 and the Village of Hinsdale for School Resource Officer Services

Background

The Hinsdale Police Department and School District No. 86 operate within a School Resource Officer (SRO) Agreement which delineates the responsibilities of the SRO and ensures that we are in compliance with applicable federal and state laws. The prior agreement has expired, this renewal extends the agreement to 2023. An attorney working on behalf of the Village, Jason A. Guisinger, has reviewed the document and is in agreement with the renewal.

Discussion & Recommendation

The School Resource Officer (SRO) Agreements with the Village of Hinsdale and Hinsdale Township High School District No 86 are drafted to ensure that the parties are in compliance with applicable federal and state laws including records access provisions and statutory training requirements for school resource officers. The term of this Agreements will run until June 30, 2023. The Hinsdale Township High School District No 86 Board will approve this agreement at their October board meeting.

Budget Impact

None

Village Board and/or Committee Action

At their meeting of October 19, 2021, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Draft Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86
AND
THE VILLAGE OF HINSDALE
FOR SCHOOL RESOURCE OFFICER SERVICES
2021-2023**

This Intergovernmental Agreement is made by and between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois ("Board" or "District") and The Village of Hinsdale ("Village").

WITNESSETH:

WHEREAS, the Board operates Hinsdale Central High School ("School"), located at 5500 South Grant Street Hinsdale, IL 60521, within the Village's jurisdiction; and

WHEREAS, the Village operates the Hinsdale Police Department, which provides police services within the Village's jurisdiction; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; and

WHEREAS, the Village and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, the Board desires to have the services of one of the Village's police officers to perform the duties of a School Resource Officer ("SRO") at the School; and

WHEREAS, the Village and the Board have determined it to be in the best interests of both Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** Upon execution by both Parties, this Agreement shall be deemed to have commenced on July 1, 2021, and shall continue in full effect until June 30, 2023. This Agreement may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice. Upon the commencement of this Agreement, any prior Agreement between the Parties for the Village's provision of SRO services to the District shall be deemed terminated.

3. **Assignment and Selection of the SRO.** The Village shall assign one police officer to act as an SRO at the School. To select the police officer, the Village shall provide the Superintendent of the District (or designee) with a list of police officers who meet the minimum qualifications set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The Superintendent (or designee) will then select the police officer who will serve as the SRO. The Superintendent (or designee) may request to hold interviews of the eligible police officers. At any time during the term of this Agreement, the Village shall replace the SRO with another police officer who meets the criteria set forth in this Agreement, if, after consultation with the Village, the District provides the Village with a written request setting forth the rationale for the requested replacement.

4. **Employment of the SRO.** The SRO shall remain an employee of the Village and shall be subject to the administration, supervision, and control the Village, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and the Village shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary any other benefits, including overtime, to which the SRO is entitled as an employee of the Village. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Village's worker's compensation insurance.

Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. With regard to disciplinary actions related to services provided under this Agreement, the Village shall have the sole discretion and power to discipline the SRO.

5. **Compensation.** The Board agrees to reimburse the Village one hundred percent (100%) of the SRO's per diem rate of salary and benefits for any days that the SRO performs SRO duties for the School during the normal work hours set forth in Paragraph 6 below. In addition, to the extent the SRO performs SRO duties for the School outside of normal work hours, when authorized under Paragraph 6 below, the Board agrees to reimburse the Village for the overtime pay of the SRO for such authorized extra duty hours. On a monthly basis, the Village shall send the Board an invoice for the amount of reimbursement owed by the Board for the prior month, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 et seq.).

6. **SRO Work Schedule.** The SRO shall perform SRO duties for the School from 7:30 a.m. until 3:30 p.m., or any generally adjusted start/end time schedule followed by the School, on every day that the students of the District are required to be in attendance ("normal work

hours"). The SRO presence at the School during school hours is a fundamental premise of this Agreement, and the SRO is expected to remain on location at the School unless his SRO duties necessitate his presence elsewhere. In addition, the SRO may perform duties for the School outside normal work hours when required as a direct result of a school-related issue for which the SRO's presence is needed. The SRO is authorized to perform duties outside normal work hours only in the event of an emergency or when approved in advance by a school administrator. Any adjustment to the SRO's schedule shall be subject to the agreement of the Village and the District.

If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the Village shall assign another police officer to special patrols in and around the school particular attention to open and closing. Any additional patrols will be conducted from patrol staffing and will not result in an additional cost to the District. For longer term absences, the Village will endeavor to assign a replacement SRO with the qualifications set forth in Exhibit A; if this is not feasible, the Parties will discuss the options to best provide coverage during such absence. In order to maintain consistency in services to students, the SRO will be asked to use reasonable efforts to schedule his or her vacations and time off on school holidays and during school breaks.

7. SRO Duties and Equipment.

- a. The SRO shall perform the duties described on Exhibit B, which is attached hereto and incorporated herein by reference. The SRO shall not conduct investigations that are non-criminal in nature such as residency, or serve as security for Board of Education meetings.
- b. Storage of firearms on school property will follow the protocols agreed to by the School and the Police Department, which will be attached to this Agreement as Exhibit C.
- c. SRO use of a body camera shall be in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law, and in accordance with Exhibit E to this Agreement which is attached hereto and incorporated herein. The Village shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act prior to the SRO's commencement of body camera usage in the School and whenever such policy is updated. The Village shall determine an appropriate process for flagging recordings related to incidents in the schools for retention as otherwise allowed by law. Prior to use of body cameras in the District, the Village will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

8. **Compliance with Board Policies and Procedure.** The SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties.

9. **Compliance with Laws.** The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

10. **Access to Records.** The School District and the SRO will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit D and as otherwise allowed or restricted by applicable law.

11. **Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other party's Indemnitees (as defined in Paragraph 12) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

12. **Mutual Indemnification.** The District shall indemnify and hold the Village and its officers, agents, and employees ("Village Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The Village shall indemnify, defend and hold the District, its individual Board member, agents, and employees ("District Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

13. **Notices.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Board:
Hinsdale Township High School District 86
5500 South Grant Street
Hinsdale, IL 60521
Attn: Superintendent

With a copy to:
Heather K. Brickman
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
3030 Salt Creek Lane, Ste. 202
Arlington Heights, IL 60005

To the Village:
Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL 60521
Attn: Chief of Police

With a copy to:
Klein, Thorpe, and Jenkins
20 N. Wacker Drive, Suite 160
Chicago, IL 60606-2903

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

14. Complete Understanding and Amendments. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

15. Successors and Assigns. This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

16. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

17. Authority to Execute. Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

18. Waiver. The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year first written above.

**BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86, DUPAGE AND COOK
COUNTIES, ILLINOIS**

By: _____
Its: _____
Dated: _____

ATTEST:

By: _____
Its: **Secretary**
Dated: _____

VILLAGE OF HINSDALE

By: _____
Its: _____
Dated: _____

ATTEST:

By: _____
Its: _____
Dated: _____

Police Department

AGENDA SECTION: Consent Agenda – ZPS

SUBJECT: Installation of two-way Stop Signs at three (3) uncontrolled intersections.
Convert a two-way yield intersection into a Multi-Stop intersection.

MEETING DATE: November 2, 2021

FROM: Thomas Lillie, Deputy Chief of Police

Recommended Motion

Approve an Ordinance Amending Section 6-12-3(B) of the Village Code of Hinsdale; **and**
Approve an Ordinance Amending Section 6-12-4(D)

Background

A concerned resident inquired regarding the installation of stop signs at the uncontrolled intersection of Ninth Street and Thurlow. This intersection was a part of a broader study to control all remaining four-way uncontrolled intersections in the southwest corridor of the community.

Similarly, the intersection of Lincoln and Center has drawn resident concern following an increase in crashes this past year. This intersection has had five (5) right-angle crashes in 10 months, and seven crashes in the past two (2) years that would have been correctable by a multi-stop.

Table 1.

Right-of-Way	Intersected At	5 year Crash Data	Traffic Volumes		MUTCD Warrants
			NB and SB	EB and WB	
Ninth	Thurlow	1	189	250	Engineering
Bodin	Ninth	0	89	39/Eastbound	Engineering
Adams	Ninth	0	203	79	Engineering

Table 2.

Right-of-Way	Intersected At	12 month Crash Data	Traffic Volumes		MUTCD Warrants
			NB and SB	EB and WB	
Lincoln	Center	5	NA	NA	Crash

Discussion & Recommendation

When considering the addition of traffic control devices and their installation, staff relies on the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, under the authority of the U.S. Department of Transportation, lists warrants or requirements which must be met prior to the installation of any traffic controlling device or signage. The Village relies upon the MUTCD as the local authoritative guiding principle for local roadways.

Based upon the findings of review of uncontrolled intersections in the southwest corridor, staff recommends the intersections listed in Table 1 to be controlled by a two-way stop. This would be consistent all intersections in this southwest grid by adding control.

Staff recommends the intersection of Lincoln and Center be converted to a Multi-Stop, based on crash numbers being five (5) within a 12-month period as warranted by the MUTCD.

Budget Impact

The budget impact will be minimal based on minor equipment and labor costs to install the signs and posts.

Village Board and/or Committee Action

At their meeting of October 19, 2021, the Board agreed to move this item forward to the Consent Agenda of their next meeting.

Documents Attached

1. Proposed Ordinances

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-12-4
OF THE VILLAGE CODE OF HINSDALE

Whereas, the President and Board of Trustees of the Village of Hinsdale have studied the intersections of: Center and Lincoln. The President and Board of Trustees believe it to be in the best interests of the Village of erect multi-way stops signs at each intersection.

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. Recital The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2. Amendment to Section of 6-12-4. Section 6-12-4 of the Village Code of Hinsdale shall be, and it is hereby, amended by adding thereto, in the proper alphabetical order the Following:

Center Street at Lincoln - NORTHBOUND, SOUTHBOUND, EASTBOUND,
WESTBOUND

Section 3. Signs. The police Department is hereby authorized and directed to erect appropriate signs on the above named streets.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law and after the erection of appropriate signs in accordance with Section 3 above.

PASSED this _____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2021.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-12-3
OF THE VILLAGE CODE OF HINSDALE

Whereas, the President and Board of Trustees of the Village of Hinsdale have studied the intersections of: Ninth and Thurlow, Bodin and Ninth, and Adams and Ninth. The President and Board of Trustees believe it to be in the best interests of the Village of erect two-way stops signs at each intersection.

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. Recital The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2. Amendment to Section of 6-12-3. Section 6-12-3 of the Village Code of Hinsdale shall be, and it is hereby, amended by adding thereto, in the proper alphabetical order the Following:

Ninth Street at Thurlow - NORTHBOUND AND SOUTHBOUND

Bodin Street and Ninth - EASTBOUND AND WESTBOUND

Adams Street at Ninth - EASTBOUND AND WESTBOUND

Section 3. Signs. The police Department is hereby authorized and directed to erect appropriate signs on the above named streets.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law and after the erection of appropriate signs in accordance with Section 3 above.

PASSED this _____ day of _____, 2021.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2021.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

**REQUEST FOR BOARD ACTION**
Finance**AGENDA SECTION:** Second Reading – ACA**SUBJECT:** 2021 Tax Levy Resolution**MEETING DATE:** November 2, 2021**FROM:** Andrea Lamberg, Finance Director

Recommended Motion

Approve a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes for the Village of Hinsdale in the Amount of \$11,100,926.

Background

In order to comply with the regulations under the Truth in Taxation Act, the Village is required to pass a resolution requesting the levying of property taxes prior to the adoption of the annual tax levy Ordinance.

Under the Property Tax Extension Limitation Law (PTELL or the Tax Cap) the Village is allowed to increase its levy from the previous year's levy by an amount of the lower of the CPI or 5% plus "new construction". The Illinois Department of Revenue stipulated that the 2021 Tax Levy increase will be held to 1.4% (CPI as of December 31, 2020).

The Tax Cap Legislation also provides the ability to levy above the limit to capture "new growth construction". The Village's estimate of new growth in EAV of \$14,000,000 (based on 1/3 of the 2020 adjusted building permit construction value of \$40 million) will allow the Village to capture the additional taxes. Should the final new growth amount be less than this, the County Clerk will reduce the tax levy accordingly per Village direction.

Since tax levy year 2015, the Village has levied taxes separately for police and fire protection as well as police and firefighters' pension for the amount available within the tax cap. The Village also levies taxes for special recreation and debt service, as well as small portion of the firefighters' pension levy, which are exempt from the tax cap.

Discussion & Recommendation

Attached for the Village Board's consideration is the proposed 2021 tax levy. The proposed Village tax levy for 2021 amounts to \$7,762,790, which represents an increase of \$147,454 (1.94%) from the 2020 extended taxes. When combined with the Library Board's potential request for a 2.11% increase in their levy, the total Village and Library levy amounts to \$11,100,926, which represents an increase of \$216,298 (1.99%) from the 2020 extended taxes.

The following explains the individual line item tax levies for this year:

- The Police and Firefighters' Pension levies this year have been calculated based on an independent actuarial study performed by MWM Consulting Group, the Village's actuary. Based on the Village's actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2021 tax levy is \$646,624, an increase of \$6,087 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$1,141,607, a decrease of \$26,292 from the prior year. Of this contribution amount, \$1,084,541 subject to the tax cap and \$57,066 is exempt from the tax cap.

- After subtracting the Police Pension Fund and Firefighters' Pension Fund contributions from the total maximum tax levy that is subject to the tax cap, Village staff recommends that the remainder of the tax levy be allocated evenly between police protection and fire protection. The amount recommended for the 2021 tax levy is \$5,729,629 for each purpose.
- The Recreation Programs for the Handicapped tax levy (which is exempt from the tax cap) is recommended at \$78,954. This amount reflects a 0% increase over what the Village's actual contribution is to the Gateway Special Recreation Agency for 2021 since the agency did not increase the annual assessment again this year due to the impact of COVID-19.
- Tax levies totaling \$3,353,481 have already been levied for debt service payments on seven bond issues that were previously issued by the Village. The Village has pledged other resources for the debt repayment on six of these bond issues. In December, we will be abating the tax levy on six of these bond issues, which totals \$3,185,505. After subtracting the tax abatements, only the debt service levy in the amount of \$167,976 from the 2019 non-referendum bonds will remain.

Library Levy

The Library levy has been provided to Library staff but has not been formally approved by the Library Board, meaning the Library levy could change prior to being finalized. The proposed levy has increased by \$68,844 (2.11%). By State Statute, the Village has no ability to change the Library levy and is required to adopt the levy as approved by the Library Board.

Truth In Taxation Law

Because the total levy increase is less than the 5% maximum allowed under the Tax Cap, the Village is not required to hold a public hearing on the 2021 tax levy.

Recommendation

It is recommended that the proposed total net levy of \$11,100,926 be adopted.

Budget Impact

Property tax revenue provides funding for 36% of General Fund operations and 98% of Library operations.

Village Board and/or Committee Action

At their meeting of October 19, the Board agreed to move this item forward for a Second Reading.

Documents Attached

1. Resolution Determining Amounts of Money to be Raised from Ad Valorem Property Taxes.
2. 2021 Proposed Tax Levy Summary
3. 2021 Tax Cap Calculation

**VILLAGE OF HINSDALE
RESOLUTION NO. R2021- _____**

**RESOLUTION DETERMINING
AMOUNTS OF MONEY
TO BE RAISED THROUGH
AD VALOREM PROPERTY TAXES**

WHEREAS, the Truth-in-Taxation Act, 35 ILCS 200/18-60, provides that the corporate authorities of each taxing district, including the Village of Hinsdale, shall determine the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by general election law, estimated to be necessary to be raised by taxation for the current fiscal year upon the taxable property in the taxing district;

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

Section 1. Tax Levy Determination. The President and Board of Trustees of the Village of Hinsdale hereby estimate that \$11,100,926, exclusive of amounts to be levied which are attributable to the costs of conducting elections required by the general election law, shall be raised by means of ad valorem property taxes for fiscal year 2021 (January 1, 2021 to December 31, 2021). The President and Board of Trustees hereby find that this amount is less than 105 percent of the amount, exclusive of election costs, which has been extended upon the levy of the preceding year.

Section 2. Effective Date. This resolution shall be in full force from and after its passage and approval in the manner provided by law.

PASSED: This 2nd day of November, 2021.

AYES:

NAYS:

APPROVED: This 2nd day of November, 2021.

ATTEST:

Village President

Village Clerk

Village of Hinsdale
2021 Proposed Tax Levy Summary
Net of All Debt Service Abatements

Tax Levy	2021 Proposed Tax Levy	2020 Extended Tax Levy	Dollar Increase Decrease	Percent Difference
Village Special Levies	5,806,583	5,636,625	169,958	3.02%
Village Pension Levies	1,788,231	1,808,436	(20,205)	-1.12%
Village Debt Service Levies	167,976	170,275	(2,299)	-1.35%
Total Village Levies	7,762,790	7,615,336	147,454	1.94%
Library Levy	3,338,136	3,269,292	68,844	2.11%
Total Village and Library Levies	11,100,926	10,884,628	216,298	1.99%
<u>Total Village Levy subject to the Tax Cap</u>				
Village Special Levies	5,727,629	5,554,934	172,695	3.11%
Village Pension Levies	1,731,165	1,750,033	(18,868)	-1.08%
Total Village Portion	7,458,794	7,304,967	153,827	2.11%
Library Levy	3,338,136	3,269,292	68,844	2.11%
Total For Tax Cap	10,796,930	10,574,259	222,671	2.11%
<u>Non-Capped Funds</u>				
Recreation Programs for Handicapped	78,954	81,691	(2,737)	-3.35%
Firefighters Pension PA 93-0689	57,066	58,403	(1,337)	-2.29%
Debt Service				
(Net of \$3,185,505 Abatements)	167,976	170,275	(2,299)	-1.35%
Total Village Non-Capped Levy	303,996	310,369	(6,373)	-2.05%
Total Village & Library Levy	11,100,926	10,884,628	216,298	1.99%
<u>Total Village and Library Levy Subject to Truth in Taxation (all levies except Debt Service)</u>				
	10,932,950	10,714,353	218,597	2.04%

Village of Hinsdale
2021
Tax Cap Calculation

	Current
2020 Tax Cap Extension	7,304,968
2021 Tax Cap Multiplier (2020 CPI)	<u>1.014</u>
Maximum 2021 Levy	<u><u>7,407,237</u></u>
2020 Final EAV	2,011,377,257
Estimated 2020 Limiting Tax Rate	0.3683
Estimated New Construction Growth EAV	14,000,000
Estimated Annexation Amount	-
Cushion	-
Estimated Total "New Construction"	<u><u>14,000,000</u></u>
Estimated New Construction Tax \$	51,557
Estimated Maximum Tax Levy with New Construction	<u><u>7,458,794</u></u>
\$ Increase from 2020 Extension	153,827
% Increase from 2020	2.11%



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MEMORANDUM

DATE: November 2, 2021

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: October Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of October.

The Lodge at KLM Park

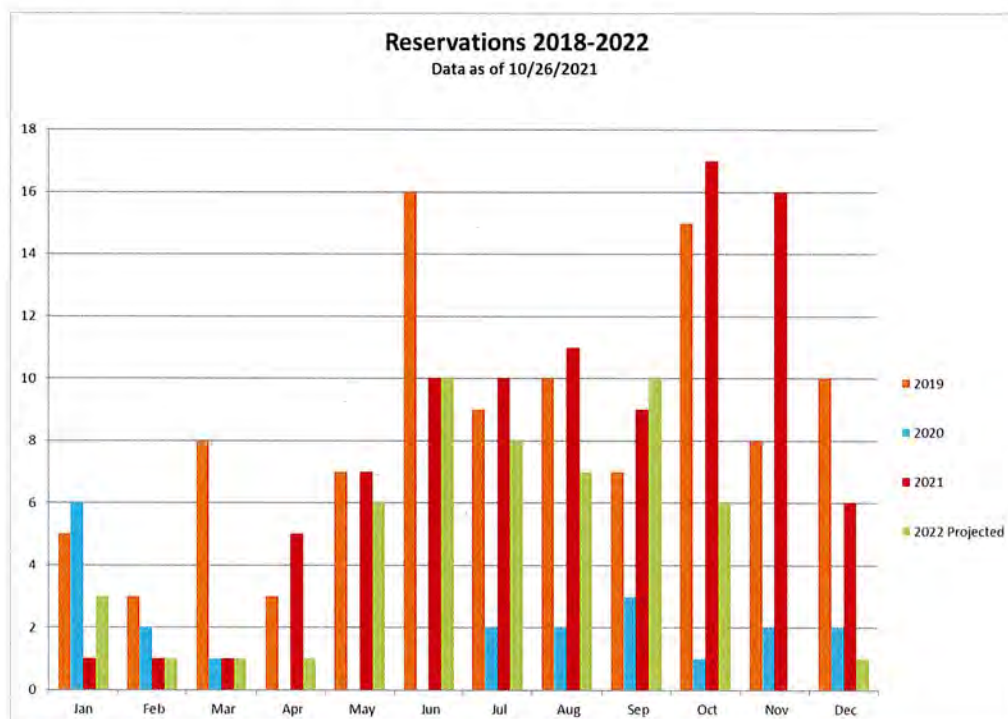
Preliminary gross rental and catering revenue for the calendar year-to-date is \$142,146. Rental revenue for the tenth month of the 2021 calendar year was approximately \$26,291. The late summer and fall months at the Lodge are fully booked on weekends. Staff is working to secure weekday rentals, and 2022 bookings. Staff recently rented the kitchen to a caterer that lost their kitchen space during the pandemic. The caterer will be using the kitchen space during the week while staff is onsite through the at least the end of the year.

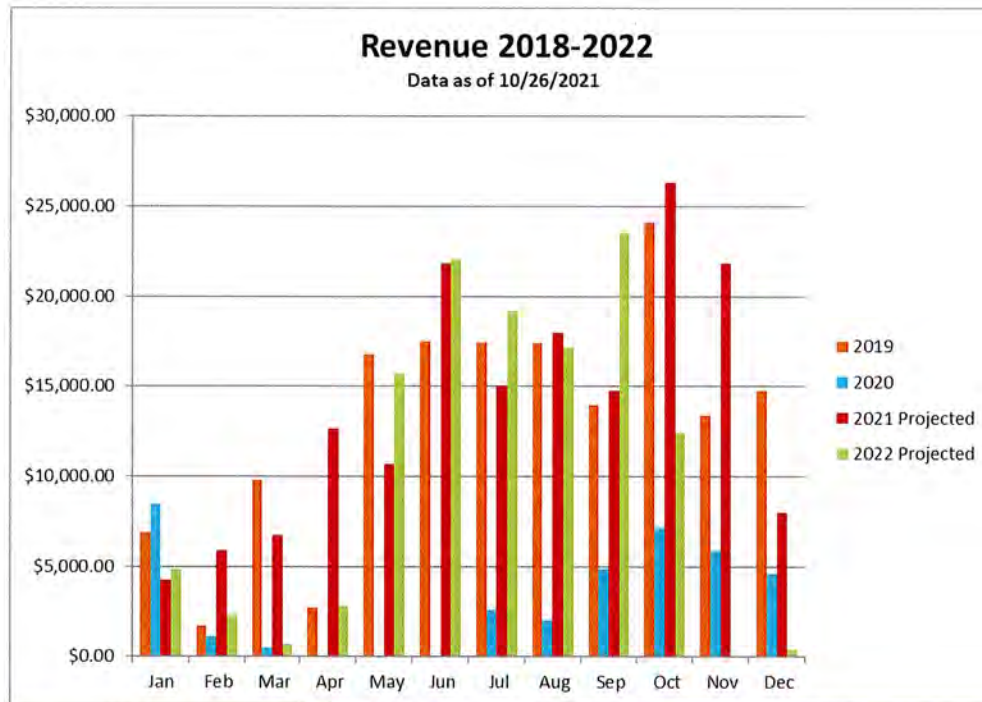
REVENUES	October		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$8,400	\$26,291	\$26,700	\$136,021	\$109,321	\$145,000	94%	\$150,000	18%
Caterer's Licenses	\$0	\$0	\$2,839	\$6,125	\$3,286	\$15,000	41%	\$15,000	19%
Total Revenues	\$8,400	\$26,291	\$29,539	\$142,146	\$112,607	\$160,000	89%	\$165,000	18%
EXPENSES	October		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$13,240	\$7,474	\$91,448	\$120,132	\$28,683	\$151,000	80%	\$236,243	39%
Net	(\$4,840)	\$18,817	(\$61,909)	\$22,014	\$83,924				

MEMORANDUM

The Lodge Gross Monthly Revenues					
Month	2017 CY	2018 CY	2019 CY	2020 CY	2021 CY
January	\$ 4,624	\$ 18,089	\$ 6,855	\$ 8,475	\$ 4,250
February	\$ 4,550	\$ 2,495	\$ 1,725	\$ 1,100	\$ 5,880
March	\$ 5,944	\$ 8,045	\$ 9,804	\$ 500	\$ 6,720
April	\$ 4,300	\$ 7,482	\$ 2,700	\$ -	\$ 12,655
May	\$ 9,725	\$ 13,675	\$ 16,744	\$ -	\$ 10,675
June	\$ 12,495	\$ 23,045	\$ 17,494	\$ -	\$ 21,825
July	\$ 15,000	\$ 16,874	\$ 17,466	\$ 2,625	\$ 15,000
August	\$ 18,555	\$ 15,205	\$ 17,395	\$ 2,000	\$ 17,983
September	\$ 15,410	\$ 27,860	\$ 13,980	\$ 3,600	\$ 14,742
October	\$ 15,180	\$ 12,770	\$ 24,085	\$ 8,400	\$ 26,291
November	\$ 12,500	\$ 13,450	\$ 13,365	\$ 5,880	
December	\$ 8,125	\$ 9,125	\$ 11,975	\$ 10,615	
total	\$ 126,408	\$ 168,115	\$ 153,588	\$ 43,195	\$ 136,021

The graph below shows the past three years of Lodge revenue and the upcoming year's projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices are update monthly.





Upcoming Brochure & Events

Staff is finalizing the winter/spring brochure. The brochure will go live online on November 29, with registration opening on December 6. Oversized postcards announcing the new brochure and highlighting important dates/information will be delivered to homes on November 29.

Staff is seeing an increase in event registrations over previous years, including a waitlist for Breakfast with Santa of over 50 people, prompting staff to add a second event called Pizza with Santa the evening before. Due to changes made by Metra, the Holiday Express event will not be offered again this year. Instead, staff has created a new event called Winter Wonderland through KLM Park with stops to do crafts, drink cocoa and eat cookies, meet the characters of Frozen, including a reindeer (Sven), ride a mini train, and have professional photos taken with Santa & Mrs. Claus.

The fall park clean-up day on October 7 was postponed due to inclement weather. Groups opted to reschedule and clean parks through the next two weeks at their convenience. The Hinsdale Fall Family Festival saw record numbers in attendance. The 500 free pumpkins were gone in the first hour, along with trick or treat bags and many of the sponsor giveaways. Trick-or-Treating in the downtown was also very busy with many businesses running out of candy before the 3pm end time. For reference, in the past nine years, staff has only ran out of pumpkins before the end of the event one other time.



MEMORANDUM

Special Events

Upcoming events include:

- Hinsdale Turkey Trail.....November, throughout town
- Decorate the Holiday Trees.....Submissions due by November 30
- Pizza with Santa..... Friday December 3, 5:30pm @ The Lodge at KLM Park
- Breakfast with Santa.....Saturday December 4, 9am @ The Lodge at KLM Park
- Hinsdale's Winter Wonderland.....Sunday, December 5, 9am-1pm @ KLM Park
- Santa's Mailbox.... December 1-15, @ Village Hall

Field & Park Updates

Fields

Fall Field rentals are wrapping up for 2021. Staff will begin allocating spring space in late January 2022.

Ice Rink

The ice rink system at Burns Field will be installed in the coming weeks. Staff will aim for an opening before the Holidays, but this is fully weather dependent. The temperatures will need to be below 30 degrees for six or more consecutive days to allow the rink to freeze properly. The warming hut will again be staffed and open on weekends with hot chocolate available, once the rink opens.

Parks

Park bathrooms will be winterized in the coming weeks. All bathrooms will be closed by Thanksgiving, with the exception of Burns Field and KLM Park. Those locations are heated and will remain open through the winter months. The portable restrooms at KLM park will be removed on November 15, and reinstalled on April 1, 2022.