MEETING AGENDA



SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES Tuesday, April 12, 2022 7:00 P.M.

MEMORIAL HALL — MEMORIAL BUILDING 19 East Chicago Avenue, Hinsdale, Illinois

(Tentative & Subject to Change)

- 1. CALL TO ORDER/ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF MINUTES None
 - a) Regular meeting of March 1, 2022
 - b) Regular meeting of March 15, 2022
 - c) Closed Session March 15, 2022
- 4. OATH OF OFFICE FIRE DEPARTMENT
- 5. VILLAGE PRESIDENT'S REPORT
- 6. PROCLAMATION BUILDING SAFETY MONTH
- 7. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)
- 8. FIRST READINGS INTRODUCTION**

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

Environment & Public Services (Chair Byrnes)

- a) Approve an Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space) of the Village Code of Hinsdale relative to the Use of Streets and Sidewalks for Outdoor Dining Purposes
- b) Award Designer-Led Design Build contract to Burke LLC in the GMAX amount of \$476,288 for the reconstruction of the four separate roofing system at the Police and Fire Department Building

Zoning & Public Safety (Chair Stifflear)

c) Approve An Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic) of the Village Code of Hinsdale Relative to the Creation of a Central Business District Time Limit Parking Zone

9. CONSENT AGENDA

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

Administration & Community Affairs (Chair Posthuma)

a) Approval and payment of the accounts payable for the period of March 10, 2022 through April 6, 2022 in the aggregate amount of \$1,271,311.54 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) Award year three of the three year contract with Clark Environmental Mosquito Management, Inc. for annual mosquito abatement services in an amount not to exceed \$55,496***
- c) Ratify the proposal from DeKalb Mechanical for the KLM Lodge Ductwork Replacement Project in an amount not to exceed \$60,000
- d) Approve 'An ordinance authorizing the vacation of a certain portion of an unimproved alley situated east of and adjoining 815 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois' at a purchase price of \$13,500***

10. SECOND READINGS / NON-CONSENT AGENDA -- ADOPTION

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

Environment & Public Services (Chair Byrnes)

- a) Waive the bid process and accept a proposal for safety rated planter boxes to be used in the Central Business District for outdoor dining from Bohlmann Quality Products in an amount not to exceed \$55,458.09****
- b) Award Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the full bid amount of \$201,807 (First Reading March 1, 2022
- c) Approve a proposal from Charles Equipment in the amount of \$25,200 for emergency repairs to Veeck Park CSO Facility back-up generator****
- d) Approve Hinsdale Community Pool Change Order proposal from Schaefges Brothers in the amount of \$58,614****

Zoning & Public Safety (Chair Stifflear)

e) Approve Ordinance Approving an Exterior Appearance and Site Plan Review for Changes to Existing Parking Lot Light Poles - 137 S. Garfield Avenue – the Union Church of Hinsdale (First Reading – March 1, 2022)

11. DISCUSSION ITEMS

- a) Tollway update
- b) Request for Class C Personal Services liquor license

12. DEPARTMENT AND STAFF REPORTS

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

13. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

- **14. CITIZENS' PETITIONS*** (Pertaining to any Village issue)
- 15. TRUSTEE COMMENTS
- 16. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

17. ADJOURNMENT

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

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

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

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

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

Website http://villageofhinsdale.org

VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING March 1, 2022

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, March 1, 2022 at 7:00 p.m., roll call was taken.

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

Absent: Trustee Laurel Haarlow

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Director of Public Safety Brad Bloom, Assistant to the Village Manager Trevor Bosack, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, Acting Finance Director Alison Brothen, and Village Clerk Christine Bruton

Present electronically: Superintendent of Parks & Recreation Heather Bereckis, HR Director Tracy McLaughlin

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

a) Regular Meeting of February 15, 2022

Trustee Posthuma moved to approve the minutes of the regular meeting of February 15, 2022, as amended. Trustee Stifflear seconded the motion.

AYES: Trustees Posthuma, Stifflear, Fisher, and Byrnes

NAYS: None

ABSTAIN: Trustee Banke **ABSENT:** Trustee Haarlow

Motion carried.

OATH OF OFFICE - POLICE DEPARTMENT

President Cauley introduced Hinsdale's two newest Police Officers, Thelonious Hicks and Jonathon Wheaton, both of whom were hired in August 2021 and graduated from Macon County Law Enforcement Academy. He administered the Oath of Office to both, and offered congratulations on behalf of the Board.

VILLAGE PRESIDENT'S REPORT

President Cauley reminded residents that vehicle stickers are now on sale and available online, in person, or via mail. The ice rink is officially closed, the Parks & Recreation summer program guide will be online on March 14, and early bird pool passes go on sale April 1.

Regarding COVID-19, President Cauley reported the mask mandate in Illinois has been rescinded. As a result, masks will no longer be required inside most businesses. Some institutions will be allowed to enact their own mask requirements, and mask requirements remain in place for public and federal transportation, airports, train stations and bus station. The Illinois Department of Public Health is reporting DuPage County's 7-day rolling positivity rate is at 3.0%, continuing to decline. He reported other area statistics.

CITIZENS' PETITIONS

Mr. Bill Haarlow, 144 E. Sixth Street, addressed the Board regarding the poor condition of Sixth Street. He asked the Board to consider moving up the repair, as the condition of the street is severely deteriorated. Director of Public Services George Peluso stated engineering is scheduled for 2023, with work to begin in 2024. He said it could possibly be advanced by one year. Mr. Haarlow added that he hopes the intersection of Sixth and Park will be restored to brick so it is like the others in this district, and in the spirit of Historic Preservation.

FIRST READINGS - INTRODUCTION

Environment & Public Services (Chair Byrnes)

a) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and the Illinois Tollway Authority ('Tollway') to construct an Emergency Water Interconnect and Provide Water System Maintenance

Trustee Byrnes introduced the item and explained this is an Intergovernmental Agreement (IGA) between the Village and the Illinois Tollway to construct an emergency water system interconnect between Hinsdale and Western Springs. The cost of the project is \$1.1 million, toward which the Tollway will provide \$500,000. The project will commence in 2022, and be completed in 2023.

President Cauley talked about the give and take between the Tollway and the Village as a result of the expansion of the Tollway. The Tollway will rebuild restaurants on both sides of the roadway, and because they will need Hinsdale water, they have agreed to share the cost for the water system. This is the result of working collaboratively with the Tollway, and a good outcome for the Village. He thanked Assistant Village Manager Brad Bloom, Village Manager Kathleen Gargano, and Attorney Bill Ryan for all their time working with the Tollway.

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

Zoning & Public Safety (Chair Stifflear)

b) Approve Ordinance Approving an Exterior Appearance and Site Plan Review for Changes to Existing Parking Lot Light Poles - 137 S. Garfield Avenue – the Union Church of Hinsdale

Trustee Stifflear introduced the item and pointed out that over the past several years, as a result of new construction projects, such as Land Rover and the new Humane Society, the Village has made improvements in the area of exterior lighting. The lights are shorter, and

shields protect neighbors from light pollution. The Union Church parking lot has 10 light poles. The applicant wants to improve the lights by replacing the existing bulbs with energy efficient LED light fixtures. There is no change in the height or the number of existing poles. There are residential homes to the south and east of the property, and IB District properties to the north. The Plan Commission held a public hearing on the matter on February 9, 2022, and there was input from residential neighbors. Many of the requests from the neighbors and subsequent recommendations of the Plan Commission have been incorporated into the application. These include two light shields on each light fixture, the lights will be dimmed to a minimum of 0.5 foot candles after installation if there are neighbor objections, and the lights will come on at 5:30 p.m. The property to the immediate east of the parking lot belongs to Ms. Nancy Cox. There are large arborvitae in this area with the exception of a 50" foot section. The applicant has agreed to remove the pines that are there and replace with arborvitae. The formal landscape plan has not been submitted yet. President Cauley noted the Board is sensitive to residents who don't get what they're promised. Trustee Stifflear suggested holding back cash, and Director of Community Development Robb McGinnis said the bond will serve this purpose.

Mr. Matt Klein, attorney for the applicant explained that the current lighting is orange and bright, the proposed LED lighting is creamier and softer. Trustee Stifflear noted the foot candles at the property line are zero. It was explained that the current lighting is code compliant, but the applicant is trying to reduce energy use to take advantage of a ComEd program that will pay a substantial part of the cost to upgrade.

Discussion followed regarding the installation of trees. The Board agreed that input from Village Forester John Finnell would be provided by the second reading.

Ms. Nancy Cox, 127 E. Third Street, stated she would like the existing arborvitae matched, and she would be happy to work with the Village arborist toward a satisfactory solution.

Regarding when the lights would be turned off, Mr. Klein said they will be turned off at 9:30 p.m., except for occasional church activities and special services.

Village Planner Bethany Salmon confirmed that the monument sign turns off 9:00 p.m. Mr. Klein said the light poles might be on a separate timer. He estimates there may be as many as seven meetings a year, not including holidays, where the lights would be on later, but the light level is reduced by half with the new lights. Discussion followed regarding whether or not to include a limit on the number of late meetings allowed in the ordinance, and whether a turn-off time means anything if there are unidentified exceptions.

The applicant agreed to add 10 to a reasonable number to be included in the ordinance for the number of allowable exceptions to the lighting being turned off at 9:30 p.m.

The Board agreed to move this item forward for a second reading at 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 February 10, 2022 through February 23, 2022 in the aggregate amount of \$747,063.19 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.

Village Board of Trustees Meeting of March 1, 2022 Page 4 of 9

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

NAYS: None

ABSTAIN: Trustee

ABSENT: Trustee Haarlow

Motion carried.

The following items were approved by omnibus vote:

b) Approve change orders totaling \$45,873 related to the reconstruction and renovation of the paddle tennis hut located at Katherine Legge Memorial Park to the Red Feather Group (First Reading February 15, 2022)

Zoning & Public Safety (Chair Stifflear)

c) Approve an Ordinance Amending Various Sections of the Village Code of the Village of Hinsdale Relative to the Permitting, Regulation and Deployment of Small Wireless Facilities, Utility Noise and Construction of Utility Facilities in the Right-of-Way (First Reading February 15, 2022)

Village Manager Kathleen Gargano outlined the changes included in this version of the ordinance that are a result of a resident request; provide the name of the applicant and any other involved parties, the exact location of a proposed facility, notice requirements and posted signage at the intended site.

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

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

NAYS: None

ABSTAIN: Trustee

ABSENT: Trustee Haarlow

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Posthuma)*

a) Approve the Annual Appropriation Ordinance for the year January 1, 2022 to December 31, 2022 (First Reading February 15, 2022)

Trustee Posthuma introduced the item to approve the appropriation ordinance as required by State statute that approves the Village's legal spending authority.

Trustee Posthuma moved to Approve the Annual Appropriation Ordinance for the year January 1, 2022 to December 31, 2022. Trustee Banke seconded the motion.

Village Board of Trustees Meeting of March 1, 2022 Page 5 of 9

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

NAYS: None

ABSTAIN: Trustee

ABSENT: Trustee Haarlow

Motion carried.

Environment & Public Services (Chair Byrnes)

b) Reject the bid submittal from Semmer Landscape LLC and authorize the rebid of Bid #1863 – Landscape Maintenance Services

Trustee Byrnes introduced the item to reject a bid and authorize rebidding the landscape maintenance services, as only one bid was received. It was noted that labor costs have gone up considerably. Director of Public Services George Peluso said a new bid will be brought to the Board in April as a second reading, so that mowing can begin as scheduled in April. Trustee Byrnes moved to Reject the bid submittal from Semmer Landscape LLC and authorize the rebid of Bid #1863 – Landscape Maintenance Services. Trustee Fisher seconded the motion.

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

NAYS: None

ABSTAIN: Trustee

ABSENT: Trustee Haarlow

Motion carried.

Zoning & Public Safety (Chair Stifflear)

c) Approve a Referral for Consideration by the Plan Commission of a Text Amendment to allow for Lifestyle Housing as a Special Use in the O-1 District, a Planned Development Concept Plan, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 District for Vine Street Station and a concurrent Major Adjustment to the Zion Lutheran Church Planned Development (First Reading February 15, 2022)

Trustee Stifflear introduced the item for a referral to the Plan Commission to consider 12 age-restricted lifestyle housing units presented by Holladay Properties. At the last meeting of the Board, the applicant summarized the proposal that will utilize the existing building. They held two neighborhood meetings to gather neighbor input, and this input has been incorporated in the design. The project will be age-restricted, there will be a limit on short-term rentals, and restrictions on what is allowed on balconies. The map amendment will change the property from an IB to an O1 District, which is a more restrictive zoning district.

Mr. Mike O'Connor from Holladay Properties thanked the Board for considering this proposal. Trustee Stifflear asked that the Plan Commission consider changing the code to allow 8" foot wide parking spaces, instead of 9" feet as required by code. With regard to the three different green spaces, he would ask the Plan Commission to review these, as a fire pit is proposed on the south side across from residential properties.

Trustee Stifflear moved to Approve a Referral for Consideration by the Plan Commission of a Text Amendment to allow for Lifestyle Housing as a Special Use in the O-1 District,

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a Planned Development Concept Plan, and a Special Use Permit to allow for a Planned Development and Lifestyle Housing in the O-1 District for Vine Street Station and a concurrent Major Adjustment to the Zion Lutheran Church Planned Development. Trustee Banke seconded the motion.

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

NAYS: None

ABSTAIN: Trustee

ABSENT: Trustee Haarlow

Motion carried.

d) Approve a Referral to the Plan Commission for Consideration of a Map Amendment, Planned Development Concept Plan, and Special Use Permit for Hinsdale Senior Residences by Ryan Companies (First Reading – July 13, 2021)

Trustee Stifflear introduced the item for a senior living facility to be located on the 32 acres of land commonly referred to as the IBLP property. At the first reading of this item on July 13, 2021, President Cauley stated, and the Board generally agreed, they would not be supportive of the project unless the total number of units was decreased to 200 or lower, and a third lane was put on Ogden Avenue to mitigate any additional traffic making a left off Adams onto Ogden Avenue.

Trustee Stifflear acknowledged the emails the Board has received regarding this matter. The applicant is seeking a referral to the Plan Commission for a map amendment to change 7.5 acres of land on the northwest corner of Adams and Ogden from IB to R2, and a concurrent planned development concept plan, special use permit, and site plan and exterior appearance review for a 200 unit senior living facility on approximately 32 acres of land along Ogden Avenue on both the east and west side of Adams. The application requires four affirmative votes for referral. Trustee Stifflear noted this project was referred to the Plan Commission in 2020, but the applicant withdrew the application following several public hearings and material changes to the original concept flan. The applicant submitted a revised plan, but withdrew this plan, too, as they did not receive positive feedback from the Board. Since the last submittal, the applicant has reduced the total number of units from 267 to 200. The one-story villas have been reduced from 27 units in 11 buildings, to 20 units in 10 buildings. Additionally, this application gives the Village approximately 12 acres to be designated as parkland.

President Cauley commented that if the property was never developed it would be okay with him. However, the landowner has the right to develop the property in ways that could result in a taller, more dense development than is currently being proposed, and would likely create far greater traffic problems. He added that the duplexes on the east side of Adams were not the focus of conversation in July 2021, but noted they would be 10 single-story, low rise buildings. He pointed out that, other than a small strip along Route 83, this property is not zoned residential, and while it is easier to say no to all proposed developments, it is risky considering what can be built by right. He believes it is his job to bring to the Board and community the best option. This is not the same proposal as was first brought to the Board; it is 20-25% smaller. In July, the focus was density and traffic. Ryan has reduced the number of units to 200. With respect to traffic, he referenced the Eve Assisted Living project which has produced no traffic impact. Although there are fewer units in that facility, the Ryan project is on a much bigger property, resulting in about six beds per acre. The Board insisted on a middle lane on Ogden.

Without IDOT approval, there will be no development. Other turn lanes on Ogden work well. He understands residents want to see this vacant property stay vacant, but he believes this proposal is a good option.

Mr. Dave Erickson, Ryan Companies, summarized for the Board stating that since meeting last July, the density has decreased from 245 units to 200 units, the building size is decreased by 45,000' square feet, the building is reduced from three stories to one story fronting Ogden Avenue. He noted that the project is contingent on IDOT approval of a third lane on Ogden Avenue; there will be no development without the third lane. The park size is increased, and the setbacks have been increased from 182' to 197' feet.

Trustee Stifflear described the process, noting this is a concept plan. There would be at least four to six months of hearings before the project could come back to the Board for final approval. **Mr. Bob Ludwig, 541 Bonnie Brae Road,** addressed the Board stating they are afraid of the bogey man. He does not feel that Ryan has communicated with residents, and if people are going to use the park they will park on Bonnie Brae. He said the villas east of Adams are not code compliant, and doesn't feel it is fair to change the zoning, because he believes this will adversely affect Bonnie Brae home values.

President Cauley noted the only specifics discussed with Ryan and IBLP were the use and size of the buildings, this is a first conversation, nothing has been approved yet. Discussion followed regarding the impact of the villas on the area. It was pointed out they will be low rise, no kids, and less traffic. Further, they are being designed to look like single-family homes

Mr. Dan Hemmer, 424 Glendale, was concerned that he only had a week to look at the new plans. He stated he represents several hundred people. The use and scale and impact on homes and traffic is the problem, and all other Ryan developments are in commercial districts. He doesn't believe the applicant has demonstrated a need for senior housing. He thinks a Department of Motor Vehicles (DMV) facility would be more desirable than a senior use.

Mr. Bob Lindgren, 1020 Birchwood Road, Oak Brook, addressed the Board stating the effect on Oak Brook is more severe. He is concerned about Ogden Avenue traffic, but also the access to the property. He believes this should be tightly controlled. He is not convinced that dual left turn lanes will solve the problem. He also commented the property floods regularly, and stays flooded regularly. He commented that the proposed parkland is an insult or a joke.

Eric Missil, 3 Cheval Drive, Oak Brook, made a PowerPoint presentation to the Board. He commented that this is the fourth time this project is before the Village. Residents are fed up and tired. He believes the Board has fiduciary responsibility and must protect safety. He stated no one wants a building this big. He outlined the accident history of Adams and Monroe on Ogden. He believes a middle lane is not sufficient to protect the public. Further, he believes the park is not a public benefit because there is too much water, and no one will use the park. He called the park a 'public subsidy'.

Mr. Steve Carlson, 16 Bonnie Brae Road, endorsed the comments of the previous speakers. He understands that our Fire Department makes multiple visits per week to Manor Care, and expressed concern about the impact of another senior facility on this resource.

President Cauley agreed this is a consideration, and this issue would remain 'on our radar'.

Mr. Khaldoon Shakir, 543 Bonnie Brae, addressed the Board and expressed his concern about area flooding. He believes a bigger building and more people, will force all the water to his property. Additionally, he believes that a senior facility will generate a great deal of traffic, and will look like an apartment building. This will adversely affect property values.

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President Cauley explained there will be an opportunity to solve water problems, and cited the improvements on Madison Street as a result of the Kensington development. Additionally, DuPage County would also be involved in flood mitigation.

Mr. Shakir responded stating he is not opposed to the property being developed as long as it remains R2 zoning.

The Board agreed to carry this matter over to their next scheduled meeting.

DISCUSSION ITEMS

a) Tollway update

Assistant Village Manager/Director of Public Safety Brad Bloom reported the Tollway is finalizing plans for the removal of the Oasis overpass.

b) Tollway Flooding Event June 26, 2021

Mr. Bloom reported some claims have been denied, all are being handled on a case by case basis.

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

None.

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 March 1, 2022. Trustee Byrnes seconded the motion.

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

NAYS: None ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

Village Board of Trustees Meeting of March 1, 2022 Page 9 of 9	
Meeting adjourned at 9:33 p.m.	
ATTEST:Christine M. Bruton, Village Clerk	

VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING March 15, 2022

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, March 15, 2022 at 7:02 p.m., roll call was taken.

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

Absent: Trustee Luke Stifflear

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

Present electronically: Fire Chief John Giannelli, Deputy Fire Chief Jon Carlson, Acting Finance Director Alison Brothen, and Superintendent of Parks & Recreation Heather Bereckis

Mr. James Fletcher, 621 W. Maple, asked about Ryan Companies options for bringing a project back to the Board if the Board votes not to refer. President Cauley explained the Ryan item is being held till the next meeting of the Board at the request of the developer. They cannot bring the project back unless it is substantially different.

Ms. Catherine Reidel, 449 Briargate Terrace, suggested the IBLP property be a Village park instead of a Ryan development. President Cauley explained he and Trustee Haarlow have discussed this option, but it would require a bond issuance, and a referendum. He does not have a feel for how the entire Village would feel about this, but it is an idea that has been raised. He stated he would welcome further discussion on this idea. Ms. Reidel said residents would be willing to work on this.

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

None.

VILLAGE PRESIDENT'S REPORT

President Cauley announced the Parks & Recreation summer guide is available on the Village website, and pool pass registration starts on April 1.

He reported area COVID-19 statistics are at an all-time low.

CITIZENS' PETITIONS

None.

FIRST READINGS - INTRODUCTION

None.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

a) Trustee Haarlow moved Approval and payment of the accounts payable for the period of February 24, 2022 through March 9, 2022 in the aggregate amount of \$1,088,629.01 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, Fisher, Byrnes and Banke

NAYS: None ABSTAIN: None

ABSENT: Trustee Stifflear

Motion carried.

President Cauley reiterated, regarding the following Consent Agenda item, that this is a good deal for the Village, as the Tollway will contribute \$500,000 to the \$1.1 million expense of the water tower maintenance.

The following item was approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

b) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and the Illinois Tollway Authority ('Tollway') to construct an Emergency Water Interconnect and Provide Water System Maintenance (First Reading – March 1, 2022)

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

AYES: Trustees Posthuma, Haarlow, Fisher, Byrnes and Banke

NAYS: None ABSTAIN: None

ABSENT: Trustee Stifflear

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Environment & Public Services (Chair Byrnes)

a) Approve the final payment to Cummins in the amount of \$21,147.51 for the rental of an emergency generator for back-up power at the CSO Facility located at Veeck Park

Village Board of Trustees Meeting of March 15, 2022 Page 3 of 5

Trustee Byrnes introduced the item to pay for the cost of a rental general backup power system at Veeck. After repairs were made to the backup generator, the unit was started up in January but the system failed. The cost of the generator is \$12,000 per month. Staff has found a more economical rental until the repairs are done. He noted that insurance may cover some of the costs. Mr. Bloom added a specialist has been hired to evaluate insurance coverage. Director of Public Services George Peluso staff should know more by the end of the week.

Trustee Byrnes moved to Approve the final payment to Cummins in the amount of \$21,147.51 for the rental of an emergency generator for back-up power at the CSO Facility located at Veeck Park. Trustee Fisher seconded the motion.

AYES: Trustees Posthuma, Haarlow, Fisher, Byrnes and Banke

NAYS: None ABSTAIN: None

ABSENT: Trustee Stifflear

Motion carried.

Zoning & Public Safety (Chair Stifflear)

b) Approve a Referral to the Plan Commission for Consideration of a Map Amendment, Planned Development Concept Plan, and Special Use Permit for Hinsdale Senior Residences by Ryan Companies

This item was not addressed, and will be continued to the next meeting of the Village Board.

DISCUSSION ITEMS

a) Chamber of Commerce – Annual Events

Chamber President Eva Field, Chairman of the Board J. Ford Sunderland, and Marketing Director Amanda Wagner were present to represent the Chamber of Commerce. Ms. Field stated that this is the same request as last year, with no changes or adjustments. The Board had no objection to the request.

b) Zoned Parking in Central Business District

President Cauley introduced the item regarding the removal of 300 parking meters in the Central Business District (CBD). This is something the Village has been considering for some time, but was shelved during COVID. Additionally, COVID started just as the new parking deck was opened, so there has not been good information about how the deck would be used, or how it would impact onstreet parking. However, as things have started to return to normal, there is a better sense of what parking behavior can be expected. He believes that carrying change to feed meters is a real inconvenience and may have discouraged residents and non-residents from making trips into the CBD. The removal of the meters will likely have a positive impact on business. Recent studies show the deck is 75% occupied during peak hours of 10:00 a.m. to 2:00 p.m. On-street parking during these hours is 87-89%, the goal being 85%. This is a good time to consider removing the meters. Instead of parking meters, the Village would initiate 3-hour zoned parking in the CBD. This is long enough for most people to shop, visit a salon, or lunch. Police license plate readers would be used for enforcement, and tickets issued after three hours in order to ensure turnover, and to discourage parking by people who work downtown or employees of area businesses. Currently the parking ticket fine is \$8.00, this would be raised to \$25.00. This is a good rate to discourage unwanted parking. The Garfield and Washington parking lots are 6 hour lots at \$1.00/per hour.

There is no limit to the length of time a person can park in the deck, however, President Cauley noted that these details can be refined as we go along. Pre-COVID meter revenue was about \$196,000. These dollars will be offset by an increase in the price of Village stickers, increasing the ticket fee, and increasing the Washington lot hourly rate from \$.25 to \$1.00. The Village may realize an increase in sales tax and food and beverage tax, as more people come downtown when there are no meters. Discussion followed. It was suggested that the Garfield and Washington lots be increased from six hours to a full day to increase usage. Concern was expressed regarding informing the public of the changes. Police Chief Brian King described the educational component of this initiative. Staff is recommending going live with the program on June 1. This will give staff time to address communication and bagging the meters.

c) Outdoor Dining Design Standards

Assistant to the Village Manager Trevor Bosack made a PowerPoint presentation regarding the information that has been gathered for outdoor dining and design standards for same. He thanked Trustees Burns and Fisher, Historic Preservation Chair John Bohnen, Plan Commission Chair Steve Cashman, Economic Development Chair Jill Sunderson, and local restauranteurs for their input and feedback. Community stakeholders have indicated a desirable solution eliminates the jersey barriers and tents, and ensures uniformity and high-quality aesthetics. Staff will seek Village Board approval on design standards, planter box and/or platform options, application and permit fees. Design standards relate to tables, chairs, umbrellas, signage, lighting and more. Mr. Bosack illustrated various options for these elements. He talked about the 'parklet' system, noting a sample is installed at the water plant as a pilot site. Also being explored are different planter box options. Mr. Bosack also addressed the application process. The Village will require an Outdoor Dining Permit Application that will require a Certificate of Insurance, and an agreement to follow design standards, fees, and site plans. With respect to fees, staff is recommending an application fee of \$100.00, and additional public property use fees modeled after the existing public use of sidewalk space regulations. Fees will be levied annually. Discussion followed regarding the length of the outdoor dining season, and storage of parklet materials for the winter, should the Board agree to this option. It was also noted that grant dollars have been identified for the purchase of the parklets. but the expectation will be that restaurants help maintain the equipment after the Village's initial purchase and installation.

d) Integrated Pest Management (IPM)

Mr. John Finnell, Superintendent of Parks & Forestry and Pest Management Coordinator provided his annual report on this subject outlining best management for pesticide use. The IPM report explains the environmentally sensitive and economical management of turf maintenance, prairie maintenance, tree preservation, sustainable landscaping and mosquito abatement.

He noted the detailed report is available on the Village website.

Discussion followed regarding the extension of the sound wall on Route 83 to 55th Street. Director of Public Services George Peluso explained that the prairie in this area is managed by the Village, but the sound wall is a State issue, and they have no appetite to fund that project.

It was indicated that while the treatment of Dutch elm disease through the annual injection program has been very effective, the disease will likely never be eradicated.

e) Tollway update

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

f) Tollway Flooding Event June 26, 2021

Village Board of Trustees Meeting of March 15, 2022 Page 5 of 5

None.

Mr. Bloom reported there are only a few residents remaining with pending claims.

DEPARTMENT AND STAFF REPORTS

a) Historic Preservation Commission - street sign toppers

Village Planner Bethany Salmon informed the Board that the Historic Preservation Commission (HPC) has voted to add street sign toppers for the Robbins Park historic district. These have been ordered, however, supply chain issues may likely delay delivery. The cost is \$3,000 for every intersection in Robbins Park. She said the next step will be gateway entry markers. Village Manager Kathleen Gargano noted there are HPC funds budgeted and available for these projects.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

CITIZENS' PETITIONS

None.
TRUSTEE COMMENTS
None.
ADJOURNMENT
There being no further business before the Board, President Cauley asked for a motion to adjourn into Closed Session. Trustee Stifflear moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of March 15, 2022 into closed session under 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, and not to reconvene into Open Session. Trustee Banke seconded the motion.
AYES: Trustees Posthuma, Haarlow, Fisher, Byrnes and Banke NAYS: None ABSTAIN: None ABSENT: Trustee Stifflear
Motion carried.
Meeting adjourned at 8:05 p.m.
ATTEST:Christine M. Bruton, Village Clerk



Building Safety Month — May 2022

Whereas, our Village is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

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

Whereas, modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit, and;

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

Therefore, be it resolved, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim the month of May 2022 as Building Safety Month.

Proclaimed this 12th day of April 2022.

Tom Cauley, Village President





AGENDA ITEM # Sax
REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION:

First Reading - EPS

SUBJECT:

Consideration of a Text Amendment to the Village Code regarding Outdoor Dining Regulations on the Village Right-of-Way and Review

of the Outdoor Dining Design Standards

MEETING DATE:

April 12, 2022

FROM:

Bethany Salmon, Village Planner

Trevor Bosack, Assistant to the Village Manager

Recommended Motion

Approve an Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space) of the Village Code of Hinsdale relative to the Use of Streets and Sidewalks for Outdoor Dining Purposes.

Background

In response to the COVID-19 pandemic, the Village allowed for restaurants in the Central Business District (CBD) to utilize the Village's right-of-way, specifically in parking stalls, to offer outdoor dining. The ordinance that allowed for the temporary use of Village right-of-way for outdoor dining expired on December 31, 2021.

Since the conclusion of the 2021 outdoor dining season, staff has met with multiple community stakeholders to present information and solicit input on the future of outdoor dining in the CBD. The outreach has included meetings with the restaurant community, the CBD business community, the Chamber of Commerce, with Chairpersons of Village Commissions, and with the Village Board members.

To allow for the continued use of outdoor dining in the Village's right-of-way on streets or within parking spaces requires a text amendment to Section 7-1-5.1 of the Village Code, which currently regulates outdoor dining on sidewalks. Based on community input and research on programs provided by other municipalities, text amendment language to the Village Code, Outdoor Dining Design Standards, and a permit application packet have been drafted for review and consideration by the Village Board.

Discussion & Recommendation

Amending the relevant section of the Village Code would allow for outdoor dining to expand beyond the sidewalk and into the street as a temporary use, subject to Village Board approval and meeting program requirements. The text amendment, permit application packet, and Outdoor Dining Design Standards outlines the requirements and conditions as set forth by the Village if a business is interested in operating within the public right-of-way.



The Outdoor Dining Permit Application provides information on general requirements, submittal requirements, the review and approval process, and permit fees. An outdoor dining agreement must be signed by the applicant agreeing to the terms and conditions of the program and a hold harmless agreement.

The Outdoor Dining Design Standards document provides a framework for applicants to use as they develop their outdoor dining space in order to control for quality aesthetics and uniformity throughout the Central Business District. Standards are provided for furniture, including tables, chairs, and other elements. Of note, tents are proposed to be prohibited in the right-of-way for outdoor dining; however, tents can be allowed, via Village Board action, on private property through the temporary use application and application process as outlined in section 9-103 in the Zoning Code. Other shade structures may be allowed in the right-of-way, on a case-by-case basis, subject to Village Board approval. Lighting is another element listed in the design standards. Currently the Village is considering purchasing lights, assembling mounting poles, and installing café style lights in the outdoor dining locations. Similar to the holiday lights that adorn the CBD, the Village's involvement in the outdoor dining lighting will allow for consistency, uniformity, and controlled installation.

Businesses would be required to obtain approval of an outdoor dining permit, which essentially follows the temporary use process outlined in Section 9-103 of the Zoning Code. The approval process entails an application submittal to the Village for review, with final review and consideration by the Board of Trustees. Due to timing considerations, a First Reading may be waived, and a temporary use application can be approved with a Second Reading only. With two readings, the application process is anticipated to take approximately one and a half to two months. To expedite the process and to assist restaurants with their planning timeline, staff is requesting that the Village Board authorize staff to begin distributing the Outdoor Dining Permit Application and Outdoor Dining Design Standard documents.

After a permit is issued by the Community Development Department, a business would be allowed to set up their outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection by the Community Development Department and Fire Department prior to operating. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. Unless otherwise determined by the Village Manager, the outdoor dining season shall extend from the beginning of April to the end of October each year.

An outdoor dining permit would be valid for the calendar year when the permit is approved and businesses must reapply each year. Business that have been granted prior approval for an outdoor dining area by the Village Board and are seeking to follow the previously approved outdoor dining plans may apply for a renewal of an outdoor dining permit with the Community Development Department on an annual basis. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require a new application to be brought to the Village Board for review and approval.

Staff has included drafts of these documents for Village Board review. The text amendment to the Village Code references these documents and by approving the ordinance, the Village



Board is authorizing staff to develop and distribute the application and design standard documents.

Budget Impact

The text amendment outlines permit fees that includes an annual permit application fee of \$100 and annual per table fees of \$25 per table for sidewalk dining and \$50 per table for right-of-way dining. The revenues generated would be commensurate with the applications received.

Village Board and/or Committee Action

At the March 15, 2022, Board of Trustees meeting, the Village Board was provided information and updates on the Outdoor Dining program as a discussion item. This item is coming forward as a First Reading.

Documents Attached

- 1. Draft Ordinance
- 2. Outdoor Dining Design Standards
- 3. Outdoor Dining Permit Application

VILLAGE OF HINSDALE

ORDINANCE	NO.		
ORDINANCE	NO.		

AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND PROPERTIES), CHAPTER 1 (STREETS AND SIDEWALKS), SECTION 5.1 (COMMERCIAL USE OF SIDEWALK SPACE) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE USE OF STREETS AND SIDEWALKS FOR OUTDOOR DINING PURPOSES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously adopted provisions authorizing the commercial use of sidewalk spaces pursuant to various requirements; and

WHEREAS, the President and Board of Trustees of the Village now desire to revise the existing requirements to reflect the adoption by the Board of Trustees of an expanded outdoor dining program (the "Code Amendments"); and

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

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

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

<u>SECTION 2</u>: Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Section 5.1 (Commercial Use of Sidewalk Space), is hereby amended to read in its entirety as follows:

7-1-5.1: COMMERCIAL USE OF <u>STREET AND</u> SIDEWALK SPACE <u>FOR OUTDOOR</u> <u>DINING PURPOSES</u>:

A. Use Authorized: Village dining establishments may, upon application and subject to approvals as required below, place or utilize tables and other structures related to outdoor dining in and on approved public sidewalks or other public right of way as a temporary outdoor dining use, for the purpose of facilitating consumption by members of the public of food and drinks, including, where applicable, alcoholic liquor.

B. Outdoor Dining Requirements and Conditions: The use of public sidewalks and other public right of way for outdoor dining use shall be permitted as a temporary use incidental to the operation of a restaurant on nearby private property and only under the following conditions:

1. No person shall use a public sidewalk or other public right of way for outdoor dining use without obtaining in advance a temporary outdoor dining permit from the Village;

_	Application Fee (for all outdoor dining permits): \$100 fee;
	Outdoor Dining on Sidewalks: \$25 per dining table;
	Outdoor Dining on Streets: \$50 per dining table

2. Permit fees shall be as follows:

- 3. All permits issued under this section shall be temporary for an outdoor dining season term. The outdoor dining season shall run from April 1 through October 31 each year, subject to modification by the Village Manager for an individual year in his or her reasonable discretion;
- 4. Except as otherwise authorized by the Board of Trustees, all tables, chairs and other outdoor dining appurtenances shall be removed during the months of November to March or if required by the Village Manager at any other time;
- 5. All outdoor dining facilities shall comply with State, County and Village health codes and other regulations;
- 6. An outdoor dining use shall not unreasonably interfere with pedestrian or vehicular traffic in the area, as determined by the Director of Public Services:
- 7. An outdoor dining use shall not be detrimental to the health, safety or general welfare of persons residing or working near the approved outdoor dining area;
- 8. The operation of an outdoor dining use shall be permitted only during the hours as specified in the Village's Outdoor Dining Design Standards and other outdoor dining program documents or as otherwise approved by the Board of Trustees;
- 9. In no case shall the operation of an outdoor dining use reduce the open portion of public and private sidewalk to less than four feet (4') clear of all obstructions (i.e., street lighting, parking meter, traffic sign, tree well, bicycle rack, benches, trees, etc.);
- 10. The dining establishment shall maintain the sidewalk or other public right-ofway areas subject to the permit in a clean and safe condition at all times. Any

- damage to public property as a result of the outdoor dining use shall be the responsibility of the dining establishment;
- 11. Outdoor dining tables, chairs and other appurtenances shall conform to any design criteria set forth in the Village's Outdoor Dining Design Standards and other outdoor dining program documents, or as otherwise approved by the Board of Trustees; and
- 12. Any other conditions judged by the Board of Trustees as necessary to protect the general welfare and assure that permits issued under this section shall benefit the general public.
- C. Liquor Service: Where liquor service is approved as part of a temporary outdoor dining permit, the temporary outdoor dining use area of the dining establishment shall be regarded as an extension of the dining establishments existing licensed premises. The Village shall waive enforcement of subsection 3-3-26 of the Village Code prohibiting possession and consumption of open containers of alcohol in public places in the approved temporary outdoor dining use area. No bar areas are permitted in the temporary outdoor dining use area.
- D. Signage: Temporary signage, if allowed pursuant to the Village's Outdoor Dining Design standards, shall meet all requirements listed in the Village's Outdoor Dining Design Standards or other outdoor dining program documents, except as otherwise approved by the Board of Trustees.
- E. Physical Barriers: All approved temporary outdoor dining use areas where liquor is served shall be demarcated by physical barriers or in some other manner approved by the Village Manager, in consultation with the Chief of Police. No alcohol consumption shall be permitted beyond the demarcated areas.
- F. Submittal Requirements: The following items are required as part of a temporary outdoor dining use application:
 - 1. A fully-executed application for a temporary outdoor dining permit with all required attachments shall be made to the Community Development Department on a form provided by the Village;
 - 2. Payment of the application fee;
 - 3. Execution of a temporary outdoor dining permit use of property and hold harmless agreement on a form provided by the Village;
 - 4. Proof of general liability insurance (and, when applicable, dramshop liability insurance) including the Village as a named insured and insuring the Village

against any liability resulting from the permitted temporary outdoor dining use, in or exceeding minimum coverage amounts set forth in the Village's outdoor dining program documents. Workers compensation coverage in statutory amounts is also required;

- 5. Site plan drawn to accurate scale illustrating the location of the proposed outdoor dining area;
- 6. Catalog cuts and/or photographs of all furniture and other appurtenances to be located within the outdoor dining area; and
- 7. Any other information required by the Village's temporary outdoor dining permit program documents or otherwise reasonably required by the Village.
- G. Approval Process: Initial applications shall be reviewed for completeness by the Community Development Department and considered by the Board of Trustees for approval as a temporary use pursuant to Section 9-103 of the Hinsdale Zoning Code;
- H. Renewals: A temporary outdoor dining permit issued under this section may be renewed by the Village Manager upon payment of the required annual fee and completion and filing of a renewal form with all required attachments with the Community Development Department, including a certification signed by the applicant that the proposed outdoor dining use complies with all of the conditions of this section and with every other condition imposed by the Board of Trustees on the original permit. Applications for renewal may be sent to the Board of Trustees for review and approval at the option of the Village Manager, or if the proposed plans deviate from the original plans approved by the Board of Trustees.
- I. Suspension or Revocation: Temporary outdoor dining permits issued under this section are temporary uses and licenses at will, and may be suspended or terminated at any time, for any reason, including, but not limited to the following:
 - 1. A finding that the permittee intentionally or carelessly misrepresented any material fact on a permit application or permit renewal form;
 - 2. A finding that the permittee failed to continuously comply with all conditions of the issued temporary outdoor dining permit, the Village's temporary outdoor dining permit program documents, or the Village's Outdoor Dining Design Standards;

- 3. A finding that the use is in violation of one or more requirements of the Village Code, Zoning Code, or other applicable federal, State, County or other local law or regulation;
- 4. A finding that the permittee has conducted the use in such a manner so as to constitute a public nuisance or to be a threat to the public health, safety or general welfare;
- 5. A finding that the permittee has failed to continuously maintain the required insurance coverages;
- 6. A finding that the operation of the outdoor dining area negatively impacts pedestrian travel along the sidewalk or other public right-of-way and/or does not facilitate safe passage in accordance with ADA requirements; or
- 7. The Village finds it necessary to complete maintenance or repairs to the sidewalk or other public right-of-way, utilities, or other public improvements.
- A. Use Authorized: Subject to the conditions and requirements of this section, the board of trustees shall have the power to issue permits for the use of public sidewalks for restaurant tables and chairs.
- B. Permit Required; Term: No person shall use a public sidewalk for restaurant tables or chairs without obtaining in advance a permit therefor and paying the fee required in subsection G of this section. All permits issued under this section shall be for a term beginning May 1 and ending April 30 of the succeeding year.
- C. Application For Permit: An application for a permit under this section shall be made to the director of public services, who shall review said application and report thereon to the board of trustees. Said application shall include: 1) a brief statement of the proposed use, 2) a description of the exact location for placement of the proposed restaurant tables and chairs, 3) a description of said tables and chairs, 4) a drawing depicting the location of said tables and chairs in relation to the restaurant and the surrounding area, and 5) any other information requested by the director of public services or the board of trustees.
- D. Conditions: The use of public sidewalks for restaurant tables and chairs shall be permitted only under the following conditions:
- 1. The use of public sidewalks for restaurant tables and chairs shall be permitted only incidentally to the operation of a restaurant on private property contiguous to such sidewalks.
- 2. The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic in the area, as determined by the director of public services.

- 3. The applicant shall furnish to the village clerk evidence of public liability insurance, including the village as a party insured and insuring the village against any and all liability resulting from the uses permitted under this section, in an amount to be determined and specified by the board of trustees, at the time of the issuance of a permit, but in no event less than one million dollars (\$1,000,000.00).
- 4. The applicant shall furnish to the village clerk, in a form approved by the village attorney, an indemnification and hold harmless agreement in which the applicant agrees to indemnify and hold the village harmless against all lawsuits and related costs, fees and expenses, including attorney fees, arising out of the use of the public sidewalks as authorized by this section or arising out of any acts or omission of the applicant. (Ord., 9-2-1986)
- 5. In no event shall a use permitted by this section reduce the open portion of any sidewalk to less than four feet (4') in width. For the purposes of this subsection, "open portion" shall be defined as that area of sidewalk lying between the outermost restaurant table or chair placed in its normal position for use by restaurant patrons and the curb or, if closer, the nearest obstruction, including, but not limited to, any parking meter, traffic sign, tree well, bicycle rack or other natural or manmade object located on the sidewalk. (Ord. O2010-26, 5-18-2010)
- 6. The applicant shall maintain the sidewalk areas subject to the permit in a clean and safe condition at all times.
- 7. Any other conditions judged by the board of trustees as necessary to protect the general welfare and assure that permits issued under this section shall benefit the general public.
- E. Renewal: A permit issued under this section may be renewed upon payment of the required annual fee and completion and filing of a renewal form with the village clerk, including a certification signed by the applicant that the proposed use complies with all of the conditions of this section and with every other condition imposed by the board of trustees on the original permit.
- F. Revocation: Permits issued under this section are licenses at will, revocable by the board of trustees with or without cause. In addition, the board of trustees shall revoke any permit if the applicant: 1) intentionally or carelessly misrepresented any material fact on a permit application or permit renewal form, 2) fails to continuously comply with all conditions of the permit, 3) violates any applicable regulation or provision of this code, 4) conducts the permitted activity in such a manner as to constitute a threat to the public health, safety or general welfare, or 5) violates any applicable federal, state or county law or regulation.
- G. Fees: The annual fee for any permit issued under this section shall be fifty dollars (\$50.00) plus five dollars (\$5.00) per restaurant table. The fee for permits issued after August 1 shall be twenty five dollars (\$25.00) plus two dollars fifty cents (\$2.50) per restaurant table. (Ord., 9 2 1986)

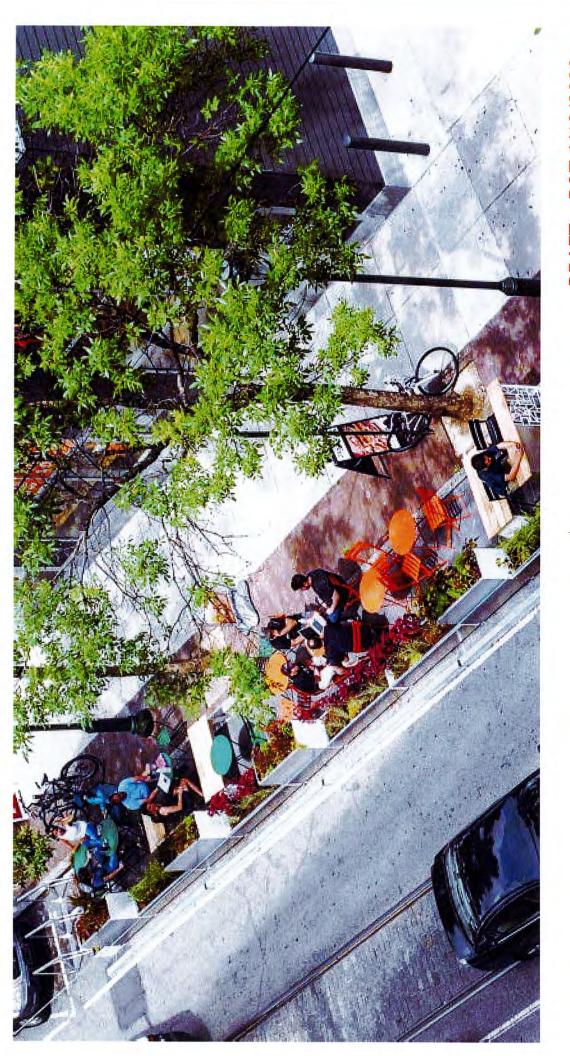
SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity 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 4: Effective Date. This Ordinance shall be in full force and effect following its passage, approval, and publication in the manner provided by law.

PASSED this day of	2022.	
AYES:		
NAYS:		
ABSENT:		
	day of, 2022,	and
Thoma	s K. Cauley, Jr., Village President	
ATTEST:		
Christine M. Bruton, Village Clerk		

VILLAGE OF HINSDALE Outdoor Dining Design Standards





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- Allowed Types of Outdoor Dining
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2

OVERVIEW

Outdoor dining contributes to a vibrant, attractive streetscape and can help encourage additional business activity. To support the vibrancy of the Downtown area, the Village of Hinsdale has developed a new outdoor dining program and design standards to assist businesses with establishing temporary outdoor dining areas on sidewalks and streets.

This document is intended to create safe, attractive, and inviting dining areas in the Village's Downtown. Standards and requirements included this document, such as acceptable furniture and fixtures considered visually compatible with the streetscape and historic character of the Downtown, must be followed if an establishment is interested in creating or using an outdoor dining area in the Village right-of-way.

The information in this document has also been developed to make it easier for businesses to obtain an Outdoor Dining Permit, while highlighting key considerations including safety, accessibility, and high-quality design.

These standards apply only to dining areas located within the public right-of-way. Please contact the Community Development Department if outdoor dining is proposed on private property.

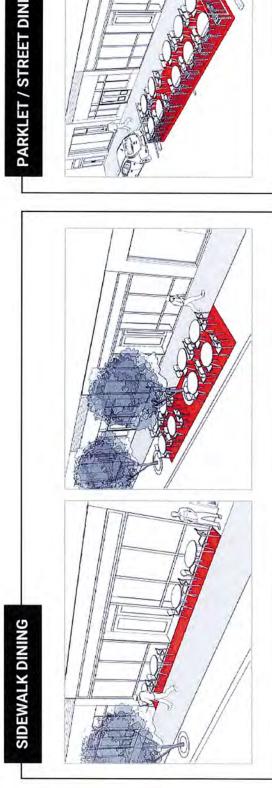


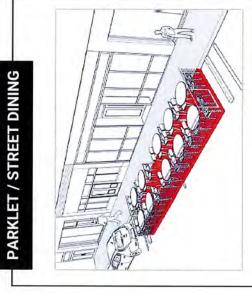


ALLOWED TYPES OF OUTDOOR DINING

Outdoor dining areas in the Village right-of-way may be located on either the street or sidewalk:

- <u>Sidewalks</u> Outdoor dining areas can be located on the sidewalk directly in front of or to the side of the building The sidewalk must be wide enough to accommodate a pedestrian clear zone of four (4) feet outside the dining area. façade. Sidewalk dining may also be located curbside, separated from the building façade by a pedestrian clear zone.
- generous pedestrian zone with fewer obstructions on the sidewalk. This option is typically ideal when a four (4) foot wide located directly on street pavement. Parklets provide a more Parklets / Streets - Parklets are on-street parking spaces that have been temporarily converted into another use, such as an outdoor dining area. Parklets can be platformed areas or are pedestrian path cannot be provided with sidewalk dining. 5

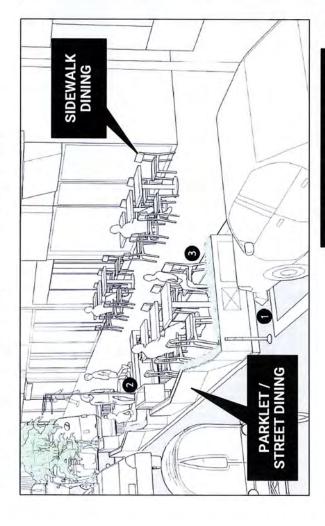




Salt Lake City Sidewalk Dining Design Guidelines

SIDEWALK DINING

ALLOWED TYPES OF OUTDOOR DINING







APPLICATION PROCESS

Approval of an Outdoor Dining Permit is required for all dining areas located on the Village's public right-of-way in accordance with Title 7 of the Village Code and Section 9-103 of the Zoning Code. Permits for outdoor dining on public property are valid for the calendar year when a permit is approved and businesses must reapply each year.

Not all businesses will be able to provide outdoor dining due to the geographic constraints of the particular business and the outdoor dining program requirements. To determine if a business is able to provide outdoor dining, please contact the Community Development Department.

The steps below outline the general review and approval process:

- Review the Outdoor Dining Design Standards / Prepare A Permit Application Review the Outdoor Dining Standards to determine if a business is eligible and meets the program requirements. Contact the Community Development Department with any questions. Prepare required documents to submit with the permit application, such as a site plan, specification sheets for furniture and fixtures, and other materials.
- 2. Application Submittal Submit an Outdoor Dining Permit Application with all required plans and materials to the Community Development Department. Please refer to Outdoor Dining Permit Application packet for a full list of submittal requirements. Applications must be submitted at least 28 days prior to the Village Board meeting where the application will be reviewed and considered for approval.

- 3. <u>Staff Review</u> Village staff will review complete permit applications after submittal. Additional documents or revised plans may be required. Incomplete applications will be not be scheduled for review by the Village Board.
- 4. <u>Village Board Review</u> Applicants must attend the Village Board meeting when their permit is scheduled for consideration. The Board of Trustees shall approve, approve with conditions, or deny all Outdoor Dining Permit Applications. Exceptions to the Outdoor Dining Design Standards may be considered on a case-by-case basis, subject to approval by the Village Board.
- 5. Building Permit Approval / Inspections After a permit is issued, a business may set up the outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection prior to operating. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require an additional review by the Village. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. A permit may be revoked by the Village at any point in time for failure to comply with the Village's regulations.
- 6. Annual Permit Renewal Business that have been granted prior approval for an outdoor dining area by the Village Board and are seeking to follow the previously approved outdoor dining plans may apply for a renewal of an outdoor dining permit with the Community Development Department on an annual basis. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require a new application to be brought to the Village Board for review and approval.

GENERAL REQUIREMENTS

Permit Required - Approval of an outdoor dining permit is required for all outdoor dining within the Village right-of-way on an annual basis.

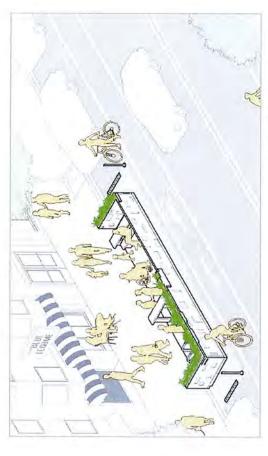
Code Compliance - The use of the public right-of-way for outdoor dining shall meet the requirements listed in Title 7 of the Village Code. Outdoor dining areas shall comply with all applicable building and fire codes, health codes, Village codes and ordinances.

Accessibility Requirements - All outdoor dining areas must meet the requirements of the American with Disabilities Act (ADA) and Illinois Accessibility Code.

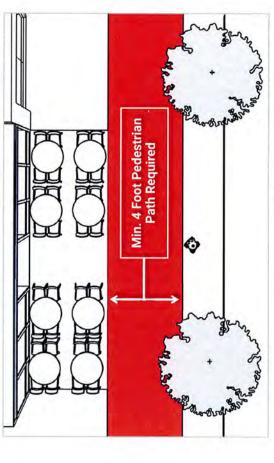
Access and Obstructions - Outdoor dining areas shall not interfere with pedestrian or vehicular circulation, access, and any public service facility, including but not limited to, fire hydrants, utility poles, and electrical transformers.

A minimum pedestrian path of four (4) feet shall be maintained on the sidewalk. A minimum aisle width of thirtysix (36) inches must be maintained inside dining areas. Furniture and fixtures must remain within the defined outdoor dining area at all times.

<u>Location</u> - Dining areas may not extend past the building frontage where the establishment is located. Exceptions may be considered on a case-by-case basis, subject to approval by the Village Board.



San Francisco Parklet Manual



Salt Lake City Sidewalk Dining Design Guidelines

GENERAL REQUIREMENTS

Hours of Operation - Permitted hours of operation for outdoor dining areas shall not exceed the hours of operation for the principal indoor restaurant use. Outdoor alcohol sales shall be limited to the hours in accordance with the liquor license class as outlined in Title 3, Chapter 3 of the Village Code.

Retail Operations - Outdoor dining areas shall not be used for the display or sale of any merchandise or goods.

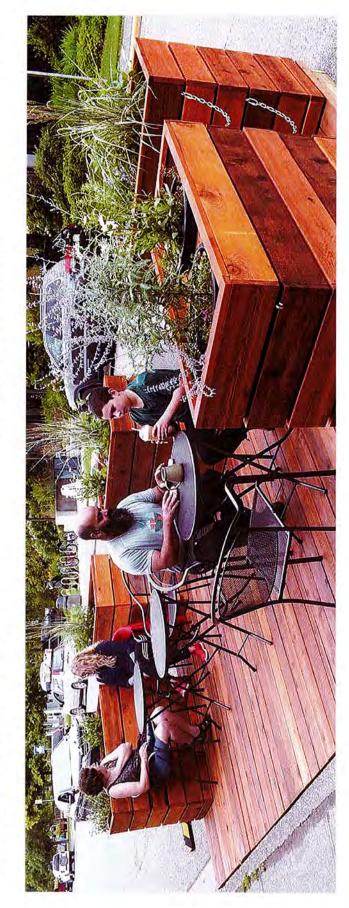
Food and Drink Preparation - All food and beverages to be served in an outdoor dining area shall be prepared inside the principal food service establishment.

Music & Noise - Music, speakers, televisions, and projectors are not allowed within outdoor dining areas.

<u>Liquor Licensing and Sale of Alcoholic Beverages</u> - The sale and consumption of alcoholic beverages within any outdoor dining area shall be subject to the requirements listed in Title 3, Chapter 3 of the Village Code. Liquor licenses are available through the Village Manager's Office. Outdoor dining areas shall be demarcated by physical barriers approved by the Village. Alcohol may only be consumed to patrons seated at tables within an approved outdoor dining area.

<u>Flooring</u> - Businesses shall not install rugs, astro-turf, any other ground coverings, or flooring material within parklet systems or on sidewalk areas.

<u>Smoking</u> - Smoking is prohibited within all outdoor dining areas located in the Village right-of-way.



GENERAL REQUIREMENTS

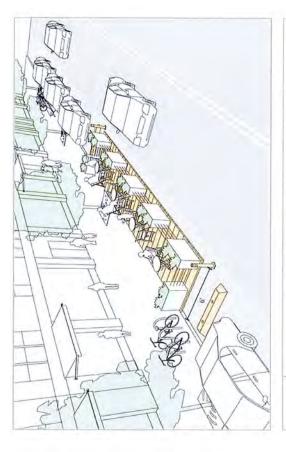
rash removal are the responsibility of the business. The Village will initially install parklet systems in the street for participating businesses, however, it is the responsibility of the business to Jpkeep & Maintenance - Routine maintenance, cleaning, and maintain the parklet system after installation.

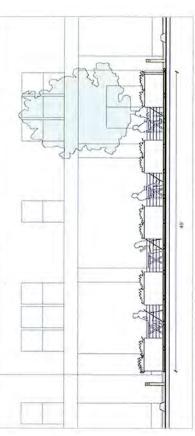
clean and clear of litter, food scraps, and soiled dishes at all times. Any waste receptacles used for the outdoor dining area shall be stored inside the principal establishment when the Garbage & Sanitation - Outdoor dining areas must remain outdoor dining area is closed.

need to be brought indoors overnight when the business is determined by the Village on an annual basis, and does not closed. During times of non-use, chairs should be stacked or Storage of Furniture and Fixtures - Furniture and fixtures may remain outdoors during the outdoor dining season, pushed in at each table and umbrellas should be closed.

It shall be the Removal - Furniture and fixtures must be removed at the permit suspension or revocation, or in the event that outdoor dining is discontinued. All items must be stored inside the esponsibility of the restaurant to secure adequate storage of conclusion of the outdoor dining season, during any period of hese items in an area other than the principal establishment's estaurant establishment or off-site.

street repairs, utility work, or other municipal work or in the case of an emergency or imminent hazard, or for reasons of The Village of Hinsdale reserves the right to require the removal or relocation of any outdoor dining area for the purposes of public safety





National Association of City Transportation Officials (NACTO) Adapted from the Urban Street Design Guide, published by Island Press

FURNITURE & FIXTURES

Outdoor dining furniture is a prominent part of the streetscape and is important to help maintain an attractive and high-quality atmosphere in the Village's Downtown. Restaurants have flexibility in choosing a wide range of furniture styles, colors and material, but must meet the standards outlined in the following pages.

All furniture and fixtures within outdoor dining areas must meet the following general requirements:

- Construction and Design All furniture must be durable and of sturdy construction, able to withstand wind and weather without blowing over, and contribute to the safety and attractiveness of the public realm.
- Permitted & Prohibited Furniture Only tables, chairs, umbrellas, trash receptacles, planter boxes, and outdoor heater are allowed within outdoor dining areas. Service stations, bars, counters, shelves, racks, sofas, televisions, merchandise, or other similar fixtures or furniture are not allowed.
- Upkeep & Maintenance The business owner is responsible for keeping all furniture clean and in good condition at all times. Furniture should not show evidence of deterioration or damage to the structure or finishes. There shall be no visible fading, dents, tears, rust, corrosion, or chipped or peeling paint.
- Built-In & Permanent Installations Tables and chairs must be freestanding and capable of immediate removal. Booths and other permanent or built-in installations are prohibited.
- Encroachments Outside Designated Areas All furniture, umbrellas, and other permitted fixtures shall not project beyond the designated barriers of the outdoor dining area.

NOT ALLOWED



Outdoor Bars or Service Stations



Outdoor Cabinets, Counters, Food Preparation or Storage Areas, or Merchandise

FURNITURE & FIXTURES

Service stations, bars, counters, shelves, racks, sofas, televisions, merchandise, or other similar fixtures or furniture are not allowed.

NOT ALLOWED









Host stands and stations, sofas, and outdoor fire tables are not permitted.

TABLES & CHAIRS

Tables, chairs, and umbrellas must be consistent in terms of design, material, and color. Furniture must be constructed of finished grade wood, composite wood, sturdy metal (such as wrought iron, aluminum, steel), sturdy recycled materials, or another approved sturdy material. Picnic benches are permitted subject to meeting accessibility requirements.

ALLOWED







STEP IS



Tables and chairs must be consistent in terms of design, material, and color and must be constructed of approved, durable, sturdy materials.

TABLES & CHAIRS

Flimsy or breakable plastic tables and chairs are not permitted.

All chairs used within an establishment's outdoor seating area must match and use a visually similar design, construction, and color. Mixing and matching is not permitted. Florescent, neon, or bright colors and white tables and chairs are not allowed.

NOT ALLOWED













Tables and chairs constructed of plastic, bright colors, or that mix and match different designs, materials, or colors are not allowed.

UMBRELLAS

<u>Design, Material, and Colors</u> - Umbrellas must be constructed of a canvas fabric material in one solid color. Umbrella fabric with stripes, patterns, and florescent, strikingly bright, or vivid colors are not permitted. All umbrellas within the outdoor dining area must use the same matching fabric color.

Advertising, logos, lettering, graphics, and any other type of signage is prohibited on all umbrellas.

Umbrellas must be secured to a base or anchor to prevent being damaged or removed by heavy winds.

<u>Location</u> - Umbrellas must be located entirely within the defined outdoor dining area and are not allowed to extend over perimeter barriers.

<u>Vertical Clearance</u> - When extended, the umbrella must measure at least 7 feet above the surface of the outdoor dining area in order to provide adequate circulation space below. This measurement must include not only the umbrella frame and panels, but also any decorative borders such as fringes, tassels, or other such ornamentation.

<u>Maximum Height</u> - Any part of an umbrella used in an outdoor seating area may not exceed a height of 10 feet above the level of the sidewalk, in order to avoid causing an undue visual obstruction of other businesses.

ALLOWED





All umbrellas shall be constructed of fabric with the same solid color and may not contain advertising

UMBRELLAS

NOT ALLOWED









Striped or patterned umbrellas are not allowed. All umbrellas within an outdoor dining area must utilize the same solid color.

PLANTERS

The Village of Hinsdale will provide plantings in the planter boxes surrounding any parklets or other outdoor dining areas established by the Village and will maintain them throughout the outdoor dining season.

Businesses may add additional planters to enhance visual interest, subject to meeting code requirements for pedestrian clearance and access within and around outdoor dining areas. All approved planter boxes provided by a business is required to be maintained by that business.

All plants must be maintained and replaced as needed by the restaurant establishment to maintain a vibrant, welcoming appearance. All planters must have plants contained within them. If any plants die, plants must be replaced immediately. Empty planters or planters with bare dirt, mulch, straw, or similar substrates are not allowed.

ALLOWED





Privately owned and maintained planter boxes may be allowed subject to Village approval and maintaining ADA access.

LIGHTING

Permitted Light Types – Businesses are encouraged to use solar-powered or battery-powered lights. Lights may not create a nuisance or safety hazard for adjoining properties, motorists, or pedestrians, as determined by the Community Development Department. Only warm white lights shall be used. All lights must have a color temperature of 2700K or lower. Prohibited lights include colored lights, blue or cool colored lights, excessively bright lights, flashing or blinking lights, strobe lights, or flood lights.

Permit Required – An electrical permit is required for all lights that are not solar-powered or battery-powered. Business must provide manufacturer specifications or cut sheets for proposed light fixtures. If applicable, details on how lights will be mounted or hung must be provided. Mounting systems shall be reviewed and approved on a case-by-case basis.

Code / Safety Requirements – All electrical cords or cables must be discreet, must be covered with a cord ramp or other device to not create a tripping hazard or interfere with accessibility, and must meet National Electrical Code requirements. All lighting, wires, and related accessories shall be rated for outdoor use and should not protrude beyond the leased outdoor dining area.

Lighting may not be bolted, anchored, or otherwise affixed to any sidewalk, ground surface, tree, streetlight, or other Village property.

Lighting shall not be located, directed, or designed in such a manner so as not to create light pollution or glare on adjacent properties. Lights must be shut off when the outdoor dining area is not in use or the business is closed.

Power Source – All power shall be supplied by the business establishment and not from any Village power sources in the right-of-way.

ALLOWED







Restaurants are encouraged to use solar-powered or battery-powered lights within outdoor dining areas. An electrical permit is required for all other lighting types. Mounting systems will be reviewed on a case-by-case basis.

OUTDOOR HEATERS

<u>Permitted Types</u> – Freestanding portable metal outdoor heaters are permitted within outdoor dining areas. Outdoor fire pits, fire tables, and grills are not allowed.

All outdoors heaters located within an individual outdoor dining area must match and use the same design and style.

Permit Required – All heating devices must be approved and inspected by the Community Development Department and Fire Department as part of the outdoor dining permit application. Business must provide manufacturer specifications or cut sheets for proposed outdoor heaters.

Code / Safety Requirements – Heaters must be secured in a manner so that they cannot be overturned or tipped over, as approved by the Community Development Department and Fire Department. All heaters used on parklet systems must be rated and listed for use on decks or other combustible materials.

Heaters must be properly spaced and located at least 3 feet from umbrellas, landscaping, and other exterior elements. The storage of propane cylinders must also meet code requirements. Please refer to the National Fire Protection Association (NFPA) Fact Sheet on Outdoor Heater Safety included in Permit Application Packet for additional safety and spacing information.

ALLOWED





Outdoor heaters may be allowed, subject to meeting safety and code requirements.

TENTS & CANOPIES

Temporary tents and canopies are not allowed within outdoor dining areas on Village right-of-way.

NOT ALLOWED









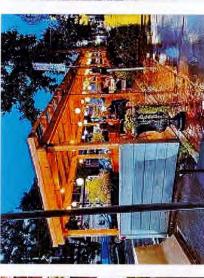
Tents and canopies are not allowed in the Village right-of-way.

OTHER STRUCTURES

structures shall be inspected and approved by the Village prior to operation. Under no circumstances shall a shade structure obstruct Other shade structures may be allowed subject to Village Board approval, and shall be considered on a case-by-case basis. The structure, design, material, height, location, and other aspects shall be reviewed as part of the Outdoor Dining Permit Application. All approved views of the signage for an adjacent business.

MAY BE PERMITTED ON A CASE-BY-CASE BASIS

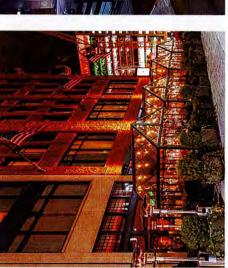












SIGNAGE

All signage and advertising is prohibited, including on table umbrellas, outdoor dining barriers, planter boxes. Freestanding menus and displays, sandwich boards, banners, pennants, balloons, and streamers are also prohibited.

NOT ALLOWED













Signs such as sandwich boards, a-frame signs, and signs affixed to outdoor dining barriers are not allowed.

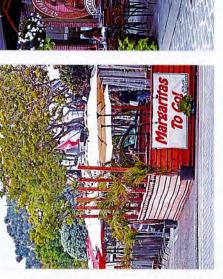
ATTACHMENT 2

NOT ALLOWED













Signage is not allowed, including any banners, pennants, flag signs, feather signs, attention getting devices, "please wait to be seated" signs, sandwich board signs, or signs affixed to outdoor dining barriers.



Community Development Department

19 E. Chicago Avenue Hinsdale, Illinois 60521 630-789-7030 villageofhinsdale.org

OUTDOOR DINING PERMIT APPLICATION

Approval of a permit is required for any outdoor dining area located within the Village's public right-ofway, which includes sidewalks and streets. Permits for outdoor dining on public property are valid for the calendar year when a permit is approved and businesses must reapply each year.

Not all businesses will be able to provide outdoor dining due to the geographic constraints of the particular business and the outdoor dining program requirements. To determine if a business is able to provide outdoor dining, please contact the Community Development Department. A permit may be revoked by the Village at any point in time for failure to comply with the Village's regulations.

General Requirements

- <u>Permits & Inspections</u> An Outdoor Dining Permit / temporary use permit and any other applicable
 permits must be obtained from the Village and all required inspections must be passed prior to
 initiating work, occupying the public right-of-way, and beginning operations within the dining area.
- <u>Code Compliance</u> Outdoor dining areas shall meet the requirements of Section 7-1-5.2 of Title 7
 of the Village Code and Section 9-103 of the Zoning Code, and must comply with all applicable
 building and fire codes, health codes, Village codes and ordinances.
- Outdoor Dining Design Standards All establishments must follow the requirements included in the Village's Outdoor Dining Design Standards.
- Access and Obstructions Outdoor dining areas shall not interfere with pedestrian or vehicular
 circulation and access, or any public service facility such as fire hydrants, utility poles, or electrical
 transformers. A minimum pedestrian path of four (4) feet shall be maintained on the sidewalk. A
 minimum aisle width of thirty-six (36) inches must be maintained inside dining areas.
- <u>Termination or Suspension</u> The Village reserves the right to terminate or temporarily suspend an Outdoor Dining Permit at any time, for any reason, including but not limited to the following reasons:
 - Failure to comply with the terms and conditions of the Outdoor Dining Permit or the Village's Outdoor Dining Design Standards
 - Violation of one or more requirements of the Village Code, Zoning Code, or other applicable federal, state, or local laws
 - Failure to continuously maintain the required insurance coverages
 - Intentionally or carelessly misrepresenting any material fact on a permit application or permit renewal form
 - The area is found to constitute a public nuisance or a hazard to the public health, safety, or welfare of the public, or to be endangering the life or property of others
 - The operation of the outdoor dining area negatively impacts pedestrian travel along the public right-of-way and/or does not facilitate safe passage in accordance with ADA requirements
 - The Village must complete necessary maintenance or repairs to the sidewalk, street, utilities or
 other public improvements. The Village will make every effort to provide advanced notice of
 periods of temporary closures for the right-of-way. In some cases, such as emergency repairs, it
 may not be possible to provide advanced notification.

Submittal Requirements

Four (4) collated application packets containing the following information must be submitted to the Community Development Department for a permit application to be deemed complete. Failure to complete any section of the application or provide the required information listed below will deem an application incomplete. Oversized plans must be folded to not exceed 8.5" x 11" in size. An electronic copy of all of the required applications and documents must be submitted in PDF format on a USB drive or via email.

- □ Outdoor Dining Permit Application The Outdoor Dining Permit Application Form (Page 4) must be signed by both the applicant and building owner.
- Outdoor Dining Agreement All applicants must sign the Outdoor Dining Program Agreement (Page 5). All businesses must agree to indemnify and hold the Village harmless from any cause of action which may arise as a result of an injury to person or property resulting from the use of an outdoor dining area in the Village right-of-way.
- Site Plan A dimensioned site plan must be submitted indicating the location and dimensions of the outdoor dining area, building frontage, entrances and exits, aisle clearance, ramps, tables and chairs, barriers, planters, trees or landscaping areas, and any other outdoor features. Please note distances between tables, chairs, barriers, curbs, outdoor heaters, light poles, fire hydrants, street signs, parking meters, trees, landscape beds, utility poles, or other streetscape elements. The outdoor dining area must be drawn to scale and shown in relation to the dimensions of the building / tenant frontage.
- □ <u>Furniture Information</u> Provide information indicating the style, dimensions, color, and material of all furniture and fixtures, including tables, chairs and umbrellas. Annotated photos or manufacturer specification sheets are acceptable.
- Lighting An electrical permit is required for lights that are not solar-powered or battery-powered. If applicable, provide cut sheets for fixtures and details on how lights will be installed, mounted, or hung. Mounting systems shall be reviewed and approved on a case-by-case basis.
- Outdoor Heaters Provide outdoor heating specifications sheets, the number, and distance to all umbrellas and fixtures. Details on propane tank storage must also be provided, if applicable.
- Certificate of Insurance All applicants must provide General Liability Insurance to the Village with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate. The policy shall insure against all claims for bodily injury and property damage with respect to the use of the public right-of-way. The applicant shall maintain continuous, uninterrupted coverage for the duration of the permit, and the policy shall include notice to the Village not less than 30 days prior to its scheduled expiration/cancellation. The required insurance shall be evidenced by a Certificate of General Liability Insurance in the required amount naming the Village of Hinsdale as an additional insured.

Establishments seeking to serve alcohol in an outdoor dining area shall also provide a Liquor Liability Policy with a minimum of one million dollars (\$1,000,000) per occurrence. Such coverage shall be evidenced by a Certificate of Liquor Liability Insurance naming the Village of Hinsdale as an additional insured. Proof of a Workers Compensation policy with the required statutory minimum limits is also required.

- ☐ Fees Fees are calculated based on the type of outdoor dining utilized by a business. All checks should be made out to the Village of Hinsdale.
 - Application Fee (All Outdoor Dining Permits): \$100 fee is required for all applications
 - Outdoor Dining on Sidewalks: \$25 per dining table
 - Outdoor Dining on Streets: \$50 per dining table

Outdoor Dining Review and Approval Process

The steps below outline the general review and approval process:

- 1. Review the Outdoor Dining Design Standards and Prepare an Outdoor Dining Permit Application Review the Outdoor Dining Standards to determine if a business is eligible and meets the program requirements. Contact the Community Development Department with questions. Prepare required documents to submit with the Outdoor Dining Permit Application, such as a site plan, specification sheets for furniture and fixtures, and other materials.
- Application Submittal Submit an Outdoor Dining Permit Application with all required plans and materials to the Community Development Department. Applications must be submitted at least 28 days prior to the Village Board meeting where the application will be reviewed and considered for approval.
- 3. <u>Staff Review</u> Village staff will review each permit request after a complete application is submitted. Additional documents or revised plans may be required. Incomplete applications will be not be scheduled for review by the Village Board.
- 4. <u>Village Board Review</u> Applicants must attend the Village Board meeting when their permit is scheduled for consideration. The Board of Trustees shall approve, approve with conditions, or deny all Outdoor Dining Permit Applications. Exceptions to the Outdoor Dining Design Standards may be considered on a case-by-case basis, subject to approval by the Village Board.
 - <u>Building Permit Approval / Inspections</u> After a permit is issued, a business may set up the outdoor dining area in accordance with the approved plans. The business must schedule and pass a final inspection prior to operating. Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require an additional review by the Village. At the end of the annual outdoor dining season, the business must remove all furniture and fixtures from the outdoor dining area. Unless otherwise determined by the Village Manager, the outdoor dining season shall extend from the beginning of April to the end of October each year.
- 5. <u>Annual Permit Renewal</u> Business that have been granted prior approval for an outdoor dining area by the Village Board and are seeking to follow the previously approved outdoor dining plans may apply for a renewal of an outdoor dining permit with the Community Development Department on an annual basis.

Any changes, additions, and/or modifications to an outdoor dining area after an application has been approved and a permit has been issued shall require a new application to be brought to the Village Board for review and approval.

Last Updated 4/8/2022



OUTDOOR DINING PERMIT APPLICATION FORM

PROJECT INFORMATION						
Property Address						
Business Name						
Type of Outdoor Dining Permit (Location	on) 🗆 Sidewalk Out	tdoor Dining 🛮	Street Outdoor Dining Permit Renewal			
APPLICANT INFORMATION						
Name		Company				
Address		City / State / Zip				
Phone		Email	Email			
PROPERTY OWNER						
Name		Company				
Address		City / State / Z	City / State / Zip			
Phone		Email	T Control of the Cont			
OUTDOOR DINING PERMIT INFORMAT	TION					
Outdoor Dining Start & End Dates	Hours of		Operation			
Overall Square Footage	Length (Feet)		Width (Feet)			
Number of Tables	Material		Color			
Number of Chairs	Material		Color			
Number of Umbrellas	Material		Color			
Will Alcohol Be Served? □ Yes □ N	lo	Does the Busin	Does the Business Have a Valid Liquor License? Yes No			
Will Portable Outdoor Heaters Be Used? □ Yes □ No		Are any Tents or Other Structures Proposed? Yes No				
Permit Renewal Applications – Are any	changes proposed to t	he Village Board app	proved plans? Yes No			
submitted are true and correct to the be	est of my knowledge. I a ng Design Standards ar	icknowledge and ag nd permit requireme	ation and that all information and exhibits herewith ree to comply with all Village of Hinsdale codes and ents. I understand that any violation of the Outdoor an Outdoor Dining Permit.			
Printed Name of Applicant	Signature of Applicant		Date			
Printed Name of Building Owner	Signature	e of Building Owner	Date			
FOR OFFICE USE ONLY:						
Permit Number		Permit Fee	Permit Fee			
Submittal Date		Approval Date				
Conditions of Approval						

VILLAGE OF HINSDALE OUTDOOR DINING PROGRAM AGREEMENT

USE OF VILLAGE PROPERTY AND HOLD HARMLESS AGREEMENT

Whereas,			d/b/a/				("Re	estaurant")
desires to	use public	property owned	by the	Village of	Hinsdale	(the "\	/illage"),	located at
		("the Pr	emises")	for a temp	porary out	door dir	ning area	accessory
	aurant pursu Outdoor Din	uant to the terms a ing"); and	and cond	litions of th	ie Village o	of Hinsd	ale's outo	gninib rook

Whereas, the Village agrees to allow the Restaurant to temporarily use the Premises for Outdoor Dining in consideration of the Restaurant agreeing to assume all risk and liability pertaining to the Outdoor Dining.

Now therefore, the Restaurant agrees as follows:

- 1. To the fullest extent permitted by law, the Restaurant hereby indemnifies, defends, and holds harmless the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Outdoor Dining or connected with an act or omission of the Restaurant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with permission and consent of the Restaurant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Outdoor Dining, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.
- 2. The applicant further agrees to reimburse the Village of Hinsdale for all reasonable costs, expenses, and attorney fees incurred by the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns in the defense of any claim, demand, or cause of action brought on account of or arising out of the operations, activities or services, of any nature whatsoever, of the Outdoor Dining,.
- 3. Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their employees, elected officials, public officials, appointed officers, agents, volunteers and assigns under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.
- 4. Without limiting the Restaurant's indemnification of the Village, as provided above, the Restaurant shall provide and maintain at its own expense for the Outdoor Dining the below listed policies of insurance or liability coverage covering the activities, services or operations

relating to the Outdoor Dining. All such insurance of the Restaurant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Manager. The Village's insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with an annual general aggregate of \$1,000,000 limit. The Village of Hinsdale and its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.
- b. Liquor Liability: Maintain a minimum of \$1,000,000 per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Outdoor Dining shall provide Liquor Liability insurance in the same amount, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.
- c. Workers Compensation: Maintain workers compensation coverage as required by Illinois law.
- d. Statutory Employers Liability: Maintain a minimum of \$1,000,000 per occurrence for employer's liability coverage, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.
- e. Umbrella Coverage: Maintain a minimum umbrella policy of \$1,000,000 per occurrence with a general annual aggregate of \$2,000,000, with the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.
- f. All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village of Hinsdale, its employees, elected officials, public officials, appointed officers, agents, volunteers and assigns except with respect to the sole negligence of the Village.
- 5. The applicant has read the requirements of this outdoor dining permit application and agrees to abide by the Outdoor Dining Program requirements, Outdoor Dining Design Standards, all ordinances, rules, and regulations of the Village of Hinsdale, and all other applicable regulations and laws by outside agencies. The applicant shall be responsible for constructing all work, if permitted, in accordance with the description set forth in the application, plans, and specifications and for scheduling all inspections of all work performed pursuant to this permit.

- 6. Upon termination of the temporary use for outdoor dining, all material owned by the Restaurant in any way related to the outdoor dining use shall be removed from the applicable street, sidewalk or other public right-of-way. Upon failure of the applicant to remove such material, the Village may cause the removal of the material and charge the cost of such removal to the applicant. The applicant may be liable for any costs and expenses, including attorney fees, to repair, correct, replace, install or maintain any public improvement to have been constructed pursuant to the outdoor dining temporary use or damaged by work performed pursuant to the outdoor dining temporary use, or any use and operations within the Village street, sidewalk, or other public right-of-way
- 7. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Restaurant.

Agreed this day of, 2022.
Name of Restaurant Owning Entity and d/b/a Name
Printed Name of Authorized Person
Signature of Authorized Person
 Title



AGENDA ITEM # Sp. Request for Board Action

Public Services & Engineering

AGENDA SECTION:

First Read

SUBJECT:

Contract Award - PDFD Roof Replacement

MEETING DATE:

April 12, 2022

FROM:

George Peluso, Director of Public Services

Garrett Hummel, Management Analyst

Recommended Motion

Award Designer-Led Design Build contract to Burke LLC in the GMAX amount of \$476,288 for the reconstruction of the four separate roofing systems at the Police and Fire Department Building

Background

In 2016, the Village contracted with Mac Brady Associates, Inc. to conduct a Village-wide roof study. The study provided a 15 year plan containing guidance related to roof maintenance and a recommended replacement schedule for the roofs of Village-owned buildings.

The Police/Fire building was built in 1970. At the recommendation of the roof study, repairs were made to the PD/FD roof in FY 2017/18. These repairs accomplished the goal of extending the life of the building's roof for an additional 5 years. Recently, the roof has started to fail in various locations resulting in leaks within the building. The roof study identified the PD/FD roof for replacement in 2022. A project budget of \$560,000 was included in the 2022 CIP for the construction of the roof.

The Village contracted with Christopher Burke B. Engineering, Ltd. (CBBEL) to develop project specifications and bid documents. In an effort to complete this project as efficiently as possible and ensure a qualified contractor, staff requested CBBEL utilize a design-build process. As such, CBBEL's construction group Burke, LLC. solicited contractor pricing on behalf of the Village. Sealed bids were due on March 24, 2022.

Discussion & Recommendation

Burke, LLC. provided bids from three (3) qualified contractors. A summary of the bids and cost breakdown from Burke, LLC. is in the attached contract and bid tab.

The lowest, qualified bid received from Burke, LLC. for the PDFD roof work is from Adler Roofing. The total project cost including the Adler Roofing bid, construction management and general condition fees is \$476,288. The project consists of the removal of the existing tar and gravel ballasted roof system and the installation of a new fully adhered thermoplastic polyolefin (TPO) membrane roof system.



In 2017, the Public Services Garage had a TPO roofing system installed and have been satisfied with its performance. The Village had success utilizing Burke, LLC. for a design-build on the North Madison Flood Project (East) in 2019.

Budget Impact

Included in the 2022 CIP is \$560,000 for construction costs, split evenly between Police and Fire's Buildings capital line items (2100-7909 and 3100-7909). Burke provided a guaranteed maximum price of \$476,288, which is \$83,712 under budget.

Village Board and/or Committee Action

n/a

Documents Attached

- 1. Burke LLC. Roof Replacement Design-Build Contract
- 2. Burke LLC. Bid Tab
- 3. CIP Project Page



STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT

OWNER:

Village of Hinsdale

19 E. Chicago Avenue Hinsdale, IL 60521

P.O.C.: George Peluso, Director of Public Works

& Engineering

gpeluso@villageofhinsdale.org

CONSTRUCTION MANAGER:

Burke, LLC

9575 West Higgins Road

Suite 600

Rosemont, IL 60018-4920 P.O.C.: John Caruso, PE <u>icaruso@cbbel.com</u>

PROJECT:

Police and Fire Station Complex Roof

Replacement Project

CONTRACT DATE:

April 1, 2022 or April 1, 2023

	Complete Project In 2022	Complete Project in 2023
CONSTRUCTION	\$430,288.00	\$526,458.00
CONSTRUCTION MANAGEMENT	\$ 29,000.00	\$ 36,000.00
GENERAL CONDITIONS (Insurance & Bonds)	\$ 17,000.00	<u>\$ 17,000.00</u>
GUARANTEED MAXIMUM PRICE:	\$476,288.00	\$579,458.00
FINAL COMPLETION DATE:	TBD, 2022	TBD, 2023

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 <u>Relationship</u>. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below.
- 1.2 <u>Engineer</u>. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager. The Owner, Engineer and Construction Manager had previously jointly entered into a Price and Schedule Guarantee for the Project. When fully executed, this Contract shall supersede the Owner's and Construction Manager's obligations in the Price and Schedule Guarantee, which merges into this Contract and is no longer separately enforceable.

ARTICLE 2 - DEFINITIONS

- 2.1 <u>Contract Documents</u>. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
- .3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;
 - .4 The Plans prepared by Christopher B. Burke Engineering, Ltd.:

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 <u>Hazardous Material</u>. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and/or cleanup.
- 2.4 <u>Owner</u>. The Owner for the purposes of this Contract is the Village of Hinsdale, Illinois, an Illinois municipal corporation.
- 2.5 Not Used.
- 2.6 <u>Subcontractor</u>. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner or any separate contractor's subcontractor.

- 2.7 <u>Substantial Completion</u>. Substantial Completion occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended. The Owner shall determine substantial completion of the Work, or of a designated portion of the Work.
- 2.8 <u>Subsubcontractor</u>. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.9 <u>The Work.</u> The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 <u>Commencement</u>. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items, design and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 <u>General Requirements</u>. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.
- 3.3 <u>Schedule</u>. The Construction Manager shall maintain in written form a schedule of the Work. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to comply with the time requirements of the schedule.
- 3.4 <u>Meetings</u>. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.

- 3.6 <u>Cost Control</u>. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner in the monthly written reports.
- 3.7 <u>Permits</u>. The Construction Manager shall assist the Owner in securing the building permits necessary for construction of the Project.
- 3.8 <u>Safety</u>. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.9 <u>Cleanup.</u> The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- Hazardous Materials. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site of the Work by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing. Upon receipt of the Construction Manager's written notice, the Owner shall investigate and proceed pursuant to the law and applicable regulations. Upon providing a copy of the Construction Manager's written notice, the Construction Manager will be permitted to continue to suspend performance of the Construction Manager's services in the affected area provided, however, that Construction Manager shall return to work at Owner's discretion and declaration either that the material encountered does not require remediation or that it has been addressed in accordance with the law. If the Construction Manager suspends services to longer than 21 days, the Owner may terminate this Agreement, and the Construction Manager shall be compensated for services performed prior to the suspension of Construction Manager's services. Under no circumstances, unless required by law, shall the Construction Manager report the existence of any hazardous materials or substances to any other governmental entity or agency without the Owner's prior written consent. Unless otherwise provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any unforeseen hazardous materials or substances encountered at the site, provided, however, Owner is not responsible for any hazardous material or substance releases or spills introduced to the site by Construction Manager, subcontractor or anyone for whose acts they may be liable.

- 3.11 <u>Intellectual Property.</u> The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- 3.12 <u>Completion</u>. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.
- 3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall defend, indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under the Owner's builder's risk or other property insurance) and all other claims, damages, losses, costs and expenses, whether direct, indirect or consequential, including but not limited to the negligent or willful acts or omissions by the Construction Manager, Subcontractors, Subsubcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Owner, their officials, agents and employees for their own negligent acts or omissions. The terms of this indemnification shall survive completion or termination of this Contract
- 3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Construction Manger will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of five o'clock (5:00) P.M.
- 3.15 <u>Selection of Labor</u>. The Construction Manager shall comply with all Illinois statues pertaining to the selection of labor.
- 3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

- 3.17 <u>Equal Employment Opportunity</u>. During the performance of this Contract, the Construction Manager agrees as follows:
 - That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, sexual orientation, military status, arrest record, citizenship status, gender identity, unfavorable discharge from military service, or any other protected category under applicable federal, state of local laws or rules and regulations, 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 hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 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, national origin, ancestry, age, martial status, physical or mental handicap, sexual orientation, military status, arrest record, citizenship status, gender identity, unfavorable discharge from military service, or any other protected category under applicable federal, state of local laws or rules and regulations
 - .4 That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be

- requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner's Rules and Regulations.
- That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.
- 3.18 <u>Sexual Harassment Policy</u>. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
- 3.19 <u>Veterans Preference Act</u>. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).
- 3.20 <u>Wages of Employees on Public Works</u>. This Contract is subject to "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons.

If requested, the Construction Manager and each subcontractor shall provide to the Owner, the certified payroll as required by the Prevailing Wage Act. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.21 <u>Confidentiality of Information</u>. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner

- in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.
- 3.22 Steel Procurement. The steel products, as defined in Section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Construction Manager certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Owner's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Owner's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 et seq.) is not in the public interest.
- 3.23 <u>Certifications</u>. The Construction Manager shall provide Owner with a signed Contractor's Certification, dated evenly herewith, certifying that the Construction Manager is complying with and shall comply with the specific statutes and laws required in connection with a public works contract entered into by an Illinois unit of local government.

ARTICLE 4 - SUBCONTRACTS

- 4.1 <u>General</u>. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 <u>Selection</u>. Work not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.3 <u>Assignment</u>. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 <u>Subcontracts</u>. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 <u>Foreign Corporation</u>. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all

construction performed under this Contract which proves to be defective in workmanship performance or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

- 5.2 <u>Materials Specified By Owner.</u> The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 <u>Information and Services</u>. The Owner shall provide:
 - .1 All necessary information describing the physical characteristics of the site, including survey, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
 - 1.2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 <u>Communications</u>. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.

Owner's Representative. The Owner's Representative for this Project is Owner's Village Manager, or his or her designee, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice; provided, however, the Village Manager shall not have authority to increase the Contract Price by \$20,000.00 or more or to extend the Contract Time. Authority to increase the Contract Price by \$20,000.00 or more or to extend the Contract Time may only be exercised by written Change Order signed by the Village Manager and if required by law or the Village Ordinances, authorized by a due and proper vote of the Village Board of Trustees. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing. Change orders must be approved in accordance with Section 33E-9 of the Illinois Criminal Code

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the Contract Date listed on page 1. A delay in the Owner's execution of this Contract which postpones the commencement of the Work may require a Change Order equitably adjusting the date of Substantial Completion.
- 7.2 <u>Substantial Completion</u>. The date of Substantial Completion of the Work shall be the completion date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract.
- 7.3.1 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.
- 7.3.2 Inclement Weather. The Contract Time shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data complied by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Contract Time, the Construction Manager shall not be entitled to an extension of the Contract Time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the

Construction Manager an extension of time, the Contract Time shall be extended by the appropriate number of calendar days.

- 7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. If the Work is not being performed in accordance with the construction schedule and its becomes apparent from the schedule that the Work will not be completed with the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:
 - .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner, that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that pursuant to paragraph 11.2 that the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

8.1 <u>Guaranteed Maximum Price</u>. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee including professional fees, general conditions, insurance, overhead and profit is identified on **Exhibit A - Summary Schedule of Values**. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings shall be returned to the Owner. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by

Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

- The Guaranteed Maximum Price is based on the following scope of work as depicted in the POLICE AND FIRE STATION COMPLEX ROOF REPLACEMENT PROJECT plans.
- 2. Unit prices used for the actual work will be determined by the bidding process identified in Article 4 of this Agreement.
- 3. Assumptions on which the Guaranteed Maximum Price are based, are as follows:
 - .1 The site will drain entirely by gravity. No provisions for lift stations are included.
 - .2 Hazardous materials are not present at the site.
 - .3 Reasonable time has been allotted for acquiring permits from involved agencies. Durations to acquire permits are beyond the Contractor's control.
 - .4 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Construction Manager has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. However, such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.
- 8.2 <u>Compensation</u>. The Guaranteed Maximum Price is the sum of the Cost of the Work plus the Construction Manager's Fee as identified in this Contract, subject to adjustment in accordance with the provisions of this Contract.
- 8.3 Prior to submitting the first Application for Payment, the <u>Progress Payments.</u> Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within sixty (60) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall

notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.

- With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- .4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for

- subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.
- .4 Subtract the aggregate of previous payments made by the Owner.
- .5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- .6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.
- 8.4 <u>Progress Payment Documentation</u>. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:
 - (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
 - (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.
- 8.5 <u>Late Payments</u>. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)
- 8.6 <u>Title.</u> The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.
- 8.7 <u>Final Payment</u>. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.
 - .1 The amount of the final payment shall be calculated as follows:
 - .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
 - .2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.
 - The Owner's accountants will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.
 - .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the

Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean all costs incurred by the Construction Manager in the proper performance of the Work except for professional services not included in this Contract. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.
- .2 <u>Subcontract costs.</u> Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.
- .3 <u>Costs of materials and equipment incorporated in the completed construction.</u>
 - .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 - .2 Costs of materials described above in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.
- .4 <u>Costs of other materials and equipment, temporary facilities and related items.</u>

- Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
- Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and longdistance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.
- Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the

Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.
- .6 Other costs. Other costs incurred in the performance of the Work.

.7 <u>Emergencies</u>.

.1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.

- .1 The Cost of the Work shall not include professional services or the following:
 - .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
 - .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
 - Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
 - .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - .5 The Construction Manager's Fee.

- The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
- .7 Costs which would cause the Guaranteed Maximum Price to be exceeded.
- .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
 - .1 Defective work not remedied:
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
 - .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
 - .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

- 9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract signed by the Owner and Construction Manager stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.
- 9.2 <u>Costs.</u> An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:
 - .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
 - .2 A mutually accepted, itemized lump sum;
 - .3 Time and materials.

Construction Manager's fee shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Contract Time shall be equitably adjusted by mutual agreement of the parties.

- 9.3 <u>Unknown Conditions</u>. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Date of Substantial Completion shall be equitably adjusted by Change Order by mutual agreement of the parties within a reasonable time after the conditions are first observed.
- 9.4 <u>Claims</u>. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order by mutual agreement of the parties.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Contractor's Insurance. The Construction Manager and each of its Subcontractors shall provide insurance as outlined in the attached "Insurance Requirements" document provided by the Village of Hinsdale. The Construction Manager shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
 - .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;
 - .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
 - .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
 - damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
 - bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
 - .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
 - loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.
- 10.2 The Construction Manager's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1	,000,000
General Aggregate Limit	\$2	,000,000
Products/Completed Operations Agg.	\$2	,000,000
Personal & Advertising Injury Limit	\$1	,000,000
Fire Damage (any one fire)	\$	100,000
Medical Expenses, each person	\$	10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
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Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation Statutory Limits

Employer's Liability

Bodily Injury by Accident \$ 500,000 each accident

Bodily Injury by Disease \$ 500,000 policy limit

Bodily Injury by Disease \$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence \$10,000,000 Aggregate \$10,000,000

Professional Liability

Each Occurrence \$2,000,000 Aggregate \$2,000,000

10.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

- 10.4 <u>Primary Insurance</u>. The Construction Manger's insurance shall include the Owner as a primary insured in all respects. Prior to the commencement of any Work, the Construction Manager shall provide the Owner with Certificates of Insurance for all insurance required pursuant to this Article. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.
- 10.5 <u>Acceptability of Insurers</u>. The insurance carrier used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and shall meet the minimum requirements of the State of Illinois.
- 10.6 Reserved.

- 10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.
- 10.8 Waiver of Subrogation. The Owner and Construction Manager waive all rights against each other, the Engineer, and any of their respective employees, agents, consultants, Subcontractors and Subsubcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.2 to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all Subcontractors, and shall require each of them to include similar waivers in their subsubcontracts and consulting agreements. The Owner waives subrogation against the Construction Manager, Engineer, Subcontractors and Subsubcontractors on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion. If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 10.9 <u>Bonds</u>. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the Construction Manager's Fee and all other professional services, and payment of the obligations arising thereunder. Bonds may be obtained through the subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the Construction Manager's Fee and all other professional services. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

- 11.1 <u>By the Construction Manager</u>. Upon seven (7) days written notice to the Owner, the Construction Manager may terminate this Contract for any of the following reasons:
 - .1 If the Work has been stopped for a thirty (30) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available; or

- c. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for thirty (30) days;
- if the Owner materially delays the Construction Manager in the performance of the Work without agreeing to an appropriate Change Order; or
- .4 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Construction Manager shall be paid an amount calculated as set forth in paragraph 11.3.

- 11.2 By the Owner for Cause. If the Construction Manager fails to perform any of its obligations under this Contract, the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform or to begin to perform such obligation, undertake to perform such obligations itself. The Contract Price shall be reduced by the cost to the Owner of performing such obligations. Additionally, upon seven (7) days written notice to the Construction Manager and the Construction Manager's surety, if any, the Owner may terminate this Contract for any of the following reasons:
 - .1 if the Construction Manager utilizes improper materials and/or inadequately skilled workers:
 - .2 if the Construction Manager does not make proper payment to laborers, material suppliers or subcontractors and refuses or fails to rectify same;
 - .3 if the Construction Manager fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
 - .4 if the Construction Manager otherwise materially breaches this Contract.

If the Construction Manager fails to cure within the seven (7) days, the Owner, without prejudice to any other right or remedy, may take possession of the site and complete the Work utilizing any reasonable means. In this event, the Construction Manager shall not have a right to further payment other than payment for Work executed, minus any proven loss, cost or expense in connection with the Work and costs incurred by the Village in taking possession of the site and completing the Work, and reasonable damages. If the Construction Manager files a petition under the Bankruptcy Code, this Contract shall terminate if the Construction Manager or the Construction Manager's trustee rejects the Agreement or, if there has been a default, the Construction Manager is unable to give adequate assurance that the Construction Manager will perform as required by this Contract or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code. In the event the Owner exercises its rights under this paragraph, upon the request of the

Construction Manager, the Owner shall provide a detailed accounting of the costs incurred by the Owner.

- 11.3 Termination by the Owner Without Cause. If the Owner terminates this Contract other than as set forth in Paragraph 11.2, the Owner shall pay the Construction Manager for the Cost of all Work executed and for any proven loss, cost or expense in connection with the Work, plus all demobilization costs. The Owner shall also pay to the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Construction Manager has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Contract. As a condition of receiving the payments provided under this Article 11, the Construction Manager shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Construction Manager's rights and benefits to the Owner, including the execution and delivery of required papers.
- 11.4 <u>Suspension By The Owner For Convenience</u>. The Owner for its convenience may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate. Equitable adjustments shall be made upon mutual agreement of the Parties for increases in the Guaranteed Maximum Price and/or the date of Substantial Completion caused by suspension, delay or interruption. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equipment adjustment.

ARTICLE 12 - DISPUTE RESOLUTION

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes promptly by negotiation, as follows. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Management representatives of both parties one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such management representatives, or if no meeting has taken place within fifteen (15) days after such referral, the dispute shall be referred to senior managers under the aforesaid procedure. If the matter has not been resolved by such senior managers, both parties must agree to initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state Rules of Evidence.
- 12.2 <u>Mediation</u>. In the event that any dispute arising out of or relating to this Contract is not resolved in accordance with the procedures provided in Section 12.1, such dispute shall

- be submitted to mediation with American Arbitration Association ("AAA") or JAMS/Endispute, Inc, or other mediator mutually agreeable to the Parties.
- 12.3 Continued Performance of the Work. In the event of any dispute, the Construction Manager shall continue to perform the Work and maintain its progress pending final determination of the dispute, provided the Owner places a sum equal to 150% of the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- 12.4 <u>Required in Subcontracts</u>. The Construction Manager shall include the provisions of this Article 12 in all Subcontracts into which it enters.

ARTICLE 13 – LIQUIDATED DAMAGES

13.1 <u>Late Completion</u>. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to Five Hundred Dollars (\$500.00) for each day that the Work is late in reaching Substantial Completion.

ARTICLE 14 - MISCELLANEOUS

- 14.1 <u>Project Sign</u>. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes.
- 14.2 <u>Notices</u>. Notices to the parties shall be given at the addresses shown on the cover page of this Contract by mail, fax or any other reasonable means.
- 14.3 <u>Integration</u>. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 <u>Governing Law.</u> This Contract shall be governed by the laws of the State of Illinois. The Parties agree that for the purpose of any litigation or proceeding brought with regard to this Agreement and its enforcement, that venue shall be in the Circuit Court of DuPage County, Illinois.
- 14.5 <u>Severability</u>. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 <u>Assignment.</u> Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.

- 14.7 <u>Existing Contract Documents</u>. A list of the Plans, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.
- Illinois Freedom of Information Act. The Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 et seq.), documents or records prepared or used in relation to Work performed under this Agreement are considered a public record of the Owner; and therefore, the Construction Manager shall review its records and promptly produce to the Owner any records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and the Construction Manager shall produce to the Owner such records within three (3) business days of a request for such records from the owner at no additional cost to the Owner
- 14.9 NON-WAIVER. Failure by Construction Manager or Owner to insist on strict performance of any of the conditions, covenants, terms or provisions of this Contract or to exercise any rights hereunder shall not waive such rights, but Construction Manager and Owner shall have the right to enforce the terms and conditions of this Contract at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

Owner:		Contractor:	
Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521		Burke, LLC 9575 W. Higgins Road, Suite Rosemont, IL 60018	e 600 *
Ву:	Date:	By: Principal	Date:
Attest:	Date:	By: Principal	Date:

 $W\ PROJECTS \verb|\| 178-Hinsdale\ Roof\ Replacement \verb|\| Hinsdale\ Roof\ Replacement\ Contract. 040122. docx$

VILLAGE OF HINSDALE FIRE DEPARTMENT ROOF REPAIRS PROJECT

CBBEL PROJECT NO. 010150.00178 Bid Tabulation - Bid Opening: March 24, 2022

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				Engineer	Engineer's Estimate	Adler	Adler Roofing	DCG F	DCG Roofing	Knickerboc	Knickerbocker Roofing
Item No.	Description	Unit	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ALL ROOFS COMPLETED IN 2022										
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	MUSJ	-	\$ 375,000.00	\$ 375,000.00		\$ 329,631.00		\$ 392,003.00		\$ 422,125.00
01 11 00/06		MOST	-	\$ 35,000.00	\$ 35,000.00		\$ 58,995.00		\$ 36,945.00		\$ 54,225.00
01-11 00/07		LSUM	-	\$ 15,000.00	\$ 15,000.00		\$ 4,222.00		\$ 8,315.00		\$ 4,900.00
07 72 33/01	REMOVE AND REPLACE (3) ROOF ACCESS DOORS (ROOF 1) AND INSTALL NEW FALL PROTECTION AND LADDER UP DEVICE	MUSJ	-	\$ 15,000.00	15,000.00 \$ 15,000.00		\$ 24,800.00		\$ 8,800.00		\$ 16,400.00
		TOTAL ALL	FOTAL ALL ROOFS BID		\$ 440,000.00		\$ 417,648.00		\$ 446,063.00		\$ 497,650.00
	R00F#1										
11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	MUSI	٢	\$112,000.00	\$ 112,000.00		\$ 120,320.00		\$ 103,284.00		\$ 114,795.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	MUSI	-	\$ 11,000.00 \$ 11,000.00	\$ 11,000.00		\$ 15,880.00		\$ 5,786.00		\$ 14,850.00
01 11 00/07	BONDS AND INSURANCE	MOST	-	\$ 10,000.00 \$ 10,000.00	\$ 10,000.00		\$ 1,556.00		\$ 2,227.00		\$ 1,450.00
07 72 33/01	REMOVE AND REPLACE ROOF ACCESS DOORS (ROOF 1) AND INSTALL NEW FALL PROTECTION AND LADDER UP DEVICE	MUST	2	\$ 15,000.00	\$ 30,000.00		\$ 29,260.00		\$ 8,800.00		\$ 16,650.00
		TOTAL	TOTAL ROOF #1 BID		\$ 163,000.00		\$ 167,016.00		\$ 120,097.00		\$ 147,745.00
	ROOF#2					•					
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	MUST	-	\$ 200,000.00 \$ 200,000.00	\$ 200,000.00		\$ 153,900.00		\$ 198,627.00		\$ 194,560.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	MUST	-	\$ 1,500.00 \$	\$ 1,500.00		\$ 35,200.00		\$ 22,966.00		\$ 25,425.00
01 11 00/07	BONDS AND INSURANCE	MNST	-	\$ 5,000.00	\$ 5,000.00		\$ 1,785.00		\$ 4,164.00		\$ 2,190.00
		TOTAL	TOTAL ROOF #2 BID		\$ 206,500.00		\$ 190,885.00		\$ 225,757.00		\$ 222,175.00
	ROOF#3										
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPPM ROOF AND ROOF INSULATION	LSUM	1	\$ 133,000.00	\$ 133,000.00		\$ 106,820.00		\$ 135,820.00	,	\$ 98,950.00
01 11 00/06		LSUM	1	\$ 13,000.00 \$ 13,000.00	\$ 13,000.00		\$ 12,600.00		\$ 4,488.00		\$ 11,250.00
01 11 00/07	BONDS AND INSURANCE	MUST	1	\$ 10,000.00	10,000,00 \$ 10,000,01		\$ 1,192.00		\$ 2,588.00		\$ 1,085.00
		TOTAL	TOTAL ROOF #3 BID		\$ 156,000.00		\$ 120,612.00		\$ 142,896.00		\$ 111,285.00
	ROOF#4										
01 11 00/01	REMOVE EXISTING TAR & GRAVEL BALLASTED ROOF & UNDERLAYMENT REPLACE WITH NEW FULLY ADHERED EPDM ROOF AND ROOF INSULATION	LSUM	1	\$ 12,000.00	\$ 12,000.00		\$ 28,910.00		\$ 33,676.00		\$ 30,450.00
01 11 00/06	PAINTED ALUMINUM PARAPET CAP	MUST	-	\$ 11,000.00	\$ 11,000.00		\$ 5,935.00		\$ 5,014.00		\$ 2,700.00
01 11 00/07	BONDS AND INSURANCE	MUST	1	\$ 10,000.00	\$ 10,000.00		\$ 460.00		\$ 725.00		\$ 290.00
		TOTAL	TOTAL ROOF #4 BID		\$ 33,000.00		\$ 35,305.00		\$ 39,415.00		\$ 33,440.00
	ITEMS ORDERED BY ENGINEER										
01 11 00/09	TUCKPOINTING OF EXISITING MASONRY	SQFT	200	\$ 21.00	\$ 10,500.00	\$ 23.60	\$ 11,800.00	\$ 25.00	\$ 12,500.00	\$ 44.00	44.00 \$ 22,000.00
01 11 00/10	3/4" MARINE GRADE PLYWOOD	SQFT	150	\$ 45.00	\$ 6,750.00	\$ 5.60	\$ 840.00	\$ 10.00	\$ 1,500.00	\$ 27.00	\$ 4,050.00
		Ĕ	TOTAL ITEMS		\$ 17,250.00		\$ 12,640.00		\$ 14,000.00		\$ 26,050.00

ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST FOR ALL ROOFS	\$ 457,250.00	\$ 430,288.00	\$ 460,063.00	\$ 52	523,700.00
TOTAL SUMMARY OF ROOFS 1-4 IF NOT ALL CONSTRUCTED AS ONE PROJECT IN 2022	\$ 575,750.00	\$ 526,458.00	\$ 542,165.00	8.54	00'982'00

Building Maintenance

2022

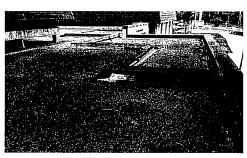
Police Cost Share:

\$290,000

Replace Police/Fire Building Roof

Original Purchase Date

N/A



Identified Police/Fire Roof Damage

Project Description & Justification

The Police/Fire building was built in 1970, and the roof is reaching the end of its useful life. In FY 2016-17, the Village engaged a consultant to provide guidance as to the upcoming maintenance requirements for the roofs of Village-owned buildings. The roof study recommended that \$52,000 (split equally between Police and Fire Departments) in repairs be performed in FY 2017-18. These repairs extended the life of the Police/Fire building roof for an additional four to five years. At the end of five years, in CY 2022, the building will need an entirely new roof. The total cost of the project is estimated at \$580,000 and will be split equally between the Police and Fire Departments. A copy of the roof study has been provided electronically to all Trustees and Finance Commissioners.

Project Update

There are no updates to this project.

Project Alternative

Based on a roof study conducted in 2016, the estimated life of this roof will be completed and require replacement.



VILLAGE OF Linadale

REQUEST FOR BOARD ACTION

AGENDA SECTION:

Police Department

First Reading - ZPS

SUBJECT: Ordinance establishing time zone parking in the Central Business

District (CBD)

MEETING DATE:

April 12, 2022

FROM:

Brian King, Chief of Police

Recommended Motion

Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic) of the Village code of Hinsdale Relative to the Creation of a Central Business District Time Limit Parking Zone.

Background

Village staff was asked to evaluate the parking in the CBD to determine if there were opportunities to make modifications to the existing parking administration and enforcement consisting of parking meters. The purpose of parking meters is to create turnover in the CBD so there is available parking for use by shoppers. The meters have never been an effective deterrent in creating turnover and the CMAP parking study commission by the Village estimates that up to 30% of the metered parking spaces are taken up by merchants or their employees. Meter fees of 25 cents an hour do not create an effective deterrent to meter feeding by business owners and employees.

Discussion

Staff recommends the creation of Time Zone parking in the Central Business District in lieu of the meters. The time zone will be set at 3 hours. The ordinance allows the Police Chief in consultation with the Village Manager to set 15 minute time zones in the Central Business District to accommodate short term parking.

Budget Impact

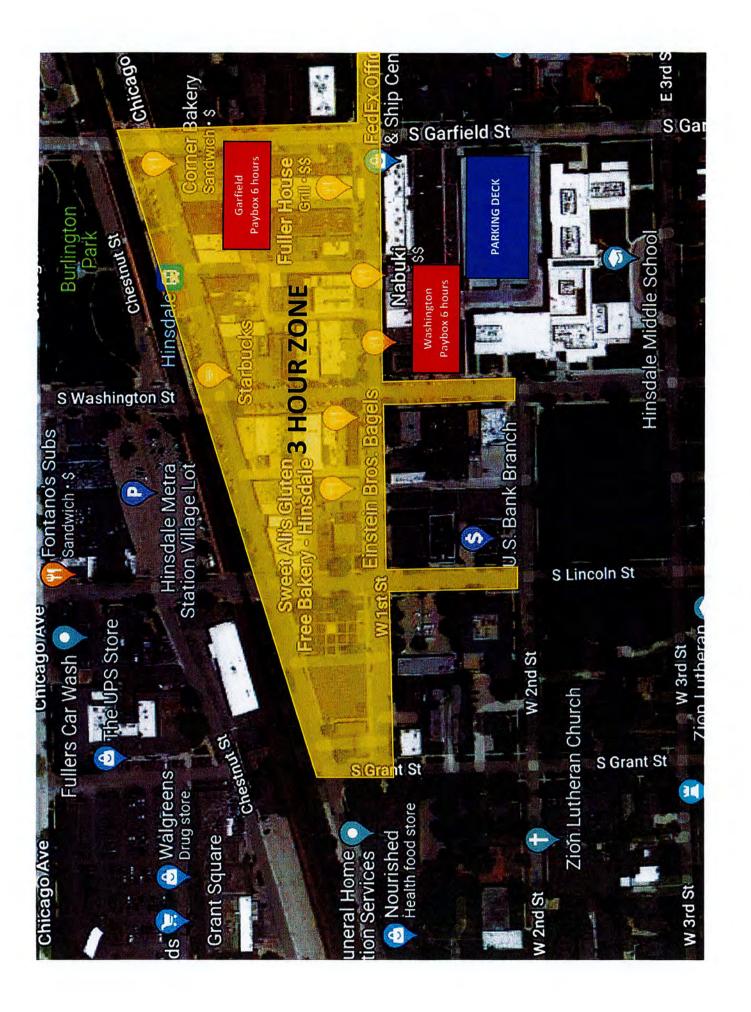
The installation of new signage and bags to cover the existing meters is estimated at 5K.

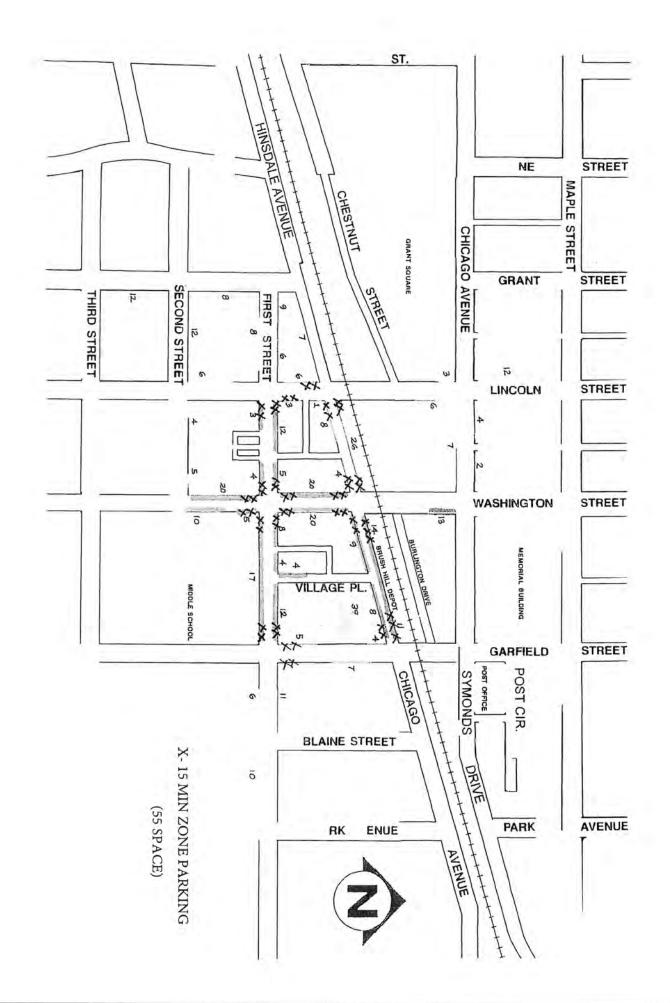
Village Board and/or Committee Action

n/a

Documents Attached

- 1. 3 Hour Zone Parking Map
- 2. Map of fifteen minute parking spaces
- 3. Amended Ordinance





VILLAGE OF HINSDALE

ORDINANCE	NO.		
ORDINANCE	NO.		

AN ORDINANCE AMENDING VARIOUS SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO THE CREATION OF A CENTRAL BUSINESS DISTRICT TIME LIMIT PARKING ZONE

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village anticipates that it will cease the use of metered parking in the downtown Business District as of June 1, 2022; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents and businesses, to further amend the Village Code to provide a three-hour timed parking limit in the Business District, to be known as the Central Business District Time Limit Parking Zone.

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

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

<u>SECTION 2</u>: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 4 (Limited Parking Zones) of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

6-6-4: LIMITED PARKING ZONES:

A. The areas designated in schedule IX, section 6-12-9 of this title, are hereby established and designated as "limited parking zones". In these zones, no person shall stop, stand or park any vehicle in any such area between the hours specified on any day for a greater period of time than provided in said schedule IX, section 6-12-9 of this title.

B. Central Business District Time Limit Parking Zone.

1. The Central Business District Time Limit Parking Zone shall be regarded as all on-street parking subject to time limitations on the following streets:

Garfield between Hinsdale Avenue and First Street

First Street, between Blaine Street and Grant Street;

Washington Street, between Hinsdale Avenue and 2nd Street;

Hinsdale Avenue, between Garfield and Lincoln;

Hinsdale Avenue, between Lincoln and Grant-southside of the street only.

Lincoln Street between Hinsdale Avenue and 2nd Street.

2. The Village shall post signs or legends or notices at or near parking areas within the Central Business District Time Limit Parking Zone indicating the maximum allowed time that parking is permitted within the Zone, and the hours between which such maximum allowed time limitations apply. Prior to expiration of the maximum amount of permitted parking time, the operator of a vehicle parked within the Zone shall promptly remove said vehicle from the Central Business District Time Limit Parking Zone. No person shall move said vehicle directly to another parking space in the Central Business District Time Limit Parking Zone, or otherwise park said vehicle for a consecutive period of time elsewhere in the Central Business District Time Limit Parking Zone. Notwithstanding the foregoing, the Chief of Police, in consultation with the Village Manager, may erect signs establishing fifteen (15) minute parking spaces within the Central Business District Time Limit Parking Zone, and the use of such spaces in accordance with the fifteen (15) minute limit shall not count against the maximum allowed time for parking within the Zone. Nothing in this subsection shall relieve any person from the duty to obey other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times, as provided in this chapter or as may be indicated on official signs posted by the Village.

SECTION 3: Title 6 (Motor Vehicles and Traffic), Chapter 7 (Parking Meters), Section 6 (Deposit of Coins) of the Hinsdale Village Code, is hereby amended to read in its entirety as follows:

6-7-6: DEPOSIT OF COINS:

Any person desiring to park any vehicle within such parking meter space shall deposit the proper coins for the time desired as follows:

A. Meter Rates: A person parking any vehicle in the parking metered space with a duration greater than thirty (30) minutes shall deposit the proper coins for the time desired at the rate of twenty five cents (\$0.25) for sixty (60) minutes. Durations less than thirty (30) minutes shall be at the rate of five cents (\$0.05) for thirty (30) minutes.

B. Schedule Of Maximum Times Allowed:

Location	From	То	Side	Maximum
				Duration

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Burlington Drive	Washington	Garfield	South	120 min.
Chicago Avenue	Lincoln	Washington	North & south	120 min.
Garfield lot	Village Place	Garfield	North & south	120 min.
Garfield Street	Hinsdale	First	East	120 min.
Garfield Street	Hinsdale	First	West	120 min.
Highlands lot				720 min.
Hillgrove	Oak	County line	South	720 min.
Hinsdale Avenue	Grant	Lincoln	South	240 min.
Hinsdale Avenue	Lincoln	Washington	North & south	120 min.
Hinsdale Avenue	Washington	Garfield	North & south	12, 120 min.
Lincoln Street	Chicago	Hinsdale	West & east	120 min.
Lincoln Street	Hinsdale	First	West & east	120 min.
Lincoln Street	Maple	Chicago	West	540 min.
Lincoln Street	First	Second	West	240 min.
Village Place	Hinsdale	First	West	120 min.
Washington Street	Chicago	Hinsdale	East	540 min.
Washington Street	Hinsdale	First	East	12, 120 min.
Washington Street	Hinsdale	First	West	120 min.
Washington Street	First	Second	West	12, 120 min.
Washington Street	First	Third	East	120 min.
First Street	Garfield	Blaine	North	240, 540 min.
First Street	Garfield	Blaine	South	120 min.
First Street	Grant	Lincoln	North	240, 120 min.
First Street	Grant	Lincoln	South	240 min.
First Street	Lincoln	Washington	North & south	120 min.
First Street	Washington	Garfield	North & south	120 min.
Second Street	Lincoln	Washington	North	120 min.
Second Street	Lincoln	Washington	South	240, 120 min.

<u>SECTION 4</u>: Title 6 (Motor Vehicles and Traffic), Chapter 12 (Traffic Schedules), Section 10 (Schedule X; Parking Meter Zones) of the Hinsdale Village Code is hereby amended to read in its entirety as follows:

6-12-10: SCHEDULE X; PARKING METER ZONES:

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Parking Meter Zones	Type Of Parking Required Within Parking Meter Zones	Maximum Number Of Consecutive Minutes Of Parking Permitted
CHICAGO AVENUE, north and south sides, Washington Street to Lincoln Street	Parallel	60 minutes
COUNTY LINE ROAD, east side, Hillgrove Avenue 200 feet north	Angle	720 minutes
GARFIELD PARKING LOT	Parallel	120 minutes
GARFIELD STREET, east side, first 9 spaces north of First Street, provided parking shall not be permitted between the hours of 12:00 midnight and 9:00 A.M.	Parallel	60 minutes
GARFIELD STREET, west side, north 1/2 of block from Hinsdale Avenue to First Street	Parallel	60 minutes
GARFIELD STREET, west side, south 1/2 of block from Hinsdale Avenue to First Street	Parallel	120 minutes
HIGHLANDS STATION PARKING LOT	Angle	720 minutes
HILLGROVE AVENUE, south side, Oak Street to County Line Road	Parallel	720 minutes
HINSDALE AVENUE, north side, adjoining Brush Hill Depot	Parallel	60 minutes
HINSDALE AVENUE, north side, adjoining Burlington Northern ticket office	Parallel	15 minutes
HINSDALE AVENUE, north side, Garfield Street to Washington Street and 15 easterly meters on Hinsdale Avenue, north side from Washington Street to Lincoln Street	Angle	120 minutes
HINSDALE AVENUE, north side, Grant Street to 2 spaces west of Vine Street	Angle	540 minutes
HINSDALE AVENUE, north side, Lincoln Street to Grant Street, except first 28 spaces west of Lincoln Street	Angle	720 minutes
HINSDALE AVENUE, north side, Vine Street to Grant Street	Parallel	720 minutes
HINSDALE AVENUE, north side, Washington Street to Lincoln Street	Angle	120 minutes

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HINSDALE AVENUE, south side, Garfield Street to Lincoln Street	Parallel	60 minutes
HINSDALE AVENUE, south side, Lincoln Street to Grant Street	Angle	240 minutes
LINCOLN STREET, east and west sides, Burlington Northern Railroad tracks to Chicago Avenue (provided 1 meter on the east side of Lincoln Street shall be 15 minutes)	Parallel	60 minutes
LINCOLN STREET, east side, Burlington Northern Railroad right of way to First Street	Parallel	120 minutes
LINCOLN STREET, east side, Chicago Avenue to First Street except from the Burlington Northern Railroad right of way to a point 180 feet north of the north track	Parallel	120 minutes
LINCOLN STREET, west side, First Street to Second Street	Parallel	240 minutes
LINCOLN STREET, First Street, northeast corner (2 spaces)	Parallel	60 minutes
VILLAGE PLACE, east and west sides, Hinsdale Avenue to First Street (1 space only on east side)	Parallel	120 minutes
VILLAGE PLACE, east side, first 2 meters south of Hinsdale Avenue	Parallel	15 minutes
VILLAGE PLACE, east side, Hinsdale Avenue to First Street (center spaces)	Angle	720 minutes
WASHINGTON STREET, east and west sides, First Street to Hinsdale Avenue	Angle	Combination
Northerly 2 meters, both sides at Hinsdale Avenue	Angle	15 minutes
Remainder of block	Angle	60 minutes
WASHINGTON STREET, east and west sides, First Street to Second Street	Angle	Combination
Washington Street, east side, south of First Street, first 5 meters	Angle	60 minutes
Washington Street, east side, south of First Street, southerly 7 meters	Angle	120 minutes
Washington Street, west side, south of First Street, first 12 meters	Angle	60 minutes

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Washington Street, west side, south of First Street, southerly 9 meters	Angle	120 minutes
WASHINGTON STREET, east side, Burlington Drive to Chicago Avenue	Parallel	720 minutes
WASHINGTON STREET, east side, Burlington tracks to Chicago Avenue (no parking permitted 7:00 A.M. to 9:00 A.M.)	Parallel	540 minutes
FIRST STREET, Blaine to Garfield	Parallel	120 minutes
FIRST STREET, north and south sides, Garfield Street to Lincoln Street except in front of alleys between Lincoln Street and Washington Street	Parallel parking south side; angle parking north side	60 minutes
FIRST STREET, north side, Lincoln Street to Grant Street	Angle	240 minutes
FIRST STREET, south side, Lincoln Street to Grant Street, except from Grant Street to a point 160 feet east of Grant Street	Parallel	120 minutes

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

SECTION 6: Effective Date. This Ordinance shall be in full force and effect on June 1, 2022, following its passage, approval, and publication in the manner provided by law.

PASSED this day of		2022.	
AYES:			
NAYS:			
ABSENT:			
APPROVED by me this to by the Village Clerk this same day.	_ day of		, 2022, and attested

519707_1

Thomas K. Cauley, Jr., Village President

ATTEST:					
Christine M. Bruton, Village Clerk		_			



AGENDA ITEM # 40

REQUEST FOR BOARD ACTION Finance

AGENDA SECTION:

Consent - ACA

SUBJECT:

Accounts Payable-Warrant #1757

MEETING DATE:

April 12, 2022

FROM:

Alison Brothen, Acting Finance Director

Recommended Motion

Approve payment of the accounts payable for the period of March 10, 2022 through April 6, 2022 in the aggregate amount of \$1,271,311.54 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 #1757 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

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1757

FOR PERIOD March 10, 2022 through April 6, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,271,311.54 reviewed and approved by the below named officials.

APPROVED BY <u></u>	sen Brotten	DATE 4/1/22
ACTING	VILLAGE TREASURER/FINAN	CE DIRECTOR
APPROVED BY		DATE
	VILLAGE MANAGER	
APPROVED BY		DATE
	VILLAGE TRUSTEE	

Village of Hinsdale #1757 Summary By Fund

			ACH/Wire	
Recap By Fund	Fund	Checks	Transfers	Total .
General Fund	100	405,717.80	176,466.69	582,184.49
Capital Project Fund	400	246,708.75	-	246,708.75
Water & Sewer Operations	600	65,773.50	1	65,773.50
Escrow Funds	720	27,850.00	-	27,850.00
Payroll Revolving Fund	740	10,359.83	337,549.01	347,908.84
Library Operating Fund	900	885.96	-	885.96
Total		757,295.84	514,015.70	1,271,311.54

Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1757

Payer	Description	Vendor Tayorce	Invoice
Electronic Federal Tax Payment Systems			
3/18/2022	Village Payroll #6 - Calendar 2022	FWH/FICA/Medicare	\$ 94,387.95
4/1/2022	Village Payroll #7 - Calendar 2022	FWH/FICA/Medicare	\$ 90,096.99
Illinois Department of Revenue			
3/18/2022	Village Payroll #6 - Calendar 2022	State Tax Withholding	\$ 19,962.47
4/1/2022	Village Payroll #7 - Calendar 2022	State Tax Withholding	\$ 19,215.24
ICMA - 457 Plans			
3/18/2022	Village Payroll #6 - Calendar 2022	Employee Withholding	\$ 21,076.71
4/1/2022	VILlage Payroll #7 - Calendar 2022	Employee Withholding	\$ 21,109.56
HSA PLAN CONTRIBUTION			
3/18/2022	Village Payroll #6 - Calendar 2022	Employer/Employee Withholding	\$ 1,534.17
4/1/2022	Village Payroll #7 - Calendar 2022	Employer/Employee Withholding	\$ 4,909.17
Intergovernmental Personnel Benefit Coop	erative	Employee Insurance	\$ 176,466.69
Illinois Municipal Retirement Fund		Employer/Employee	\$ 65,256.75
	Total Bank W	ire Transfers and ACH Payments	\$ 514,015.70



Invoice	Description	Invoice/Amount
AT&T MOBILITY		
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	210.55
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	84.22
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	42.11
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	73.41
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	210.55
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	84.22
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	168.44
287305163654- FEB22	PHONE CHARGES 1/26-2/25/22	84.22
59924820-FEB22	PUB SAFETY PHONE CHARGES 1/26-2/25/22	310.41
59924820-FEB22	PUB SAFETY PHONE CHARGES 1/26-2/25/22	683.76
59924820-FEB22	PUB SAFETY PHONE CHARGES 1/26-2/25/22	347.02
59924820-FEB22	PUB SAFETY PHONE CHARGES 1/26-2/25/22	42.11
	Check Date 3/16/2022 Total For Check # 112130	2,341.02
BMO HARRIS BAN	K N.A. PYMT	
FEB2022	MISC CHARGES FEB22	65.00
FEB2022	MISC CHARGES FEB22	13.99
FEB2022	MISC CHARGES FEB22	-54.40
FEB2022	MISC CHARGES FEB22	54.40
FEB2022	MISC CHARGES FEB22	54.40
FEB2022	MISC CHARGES FEB22	651.84
FEB2022	MISC CHARGES FEB22	599.68
FEB2022	MISC CHARGES FEB22	23.99
FEB2022	MISC CHARGES FEB22	91.96
FEB2022	MISC CHARGES FEB22	84.11
FEB2022	MISC CHARGES FEB22	310.70
FEB2022	MISC CHARGES FEB22	125.00
FEB2022	MISC CHARGES FEB22	29.98
FEB2022	MISC CHARGES FEB22	369.20
FEB2022	MISC CHARGES FEB22	42.54
FEB2022	MISC CHARGES FEB22	398.00
FEB2022	MISC CHARGES FEB22	1.88



Invoice	Description	Invoice/Amount
FEB2022	MISC CHARGES FEB22	149.90
FEB2022	MISC CHARGES FEB22	172.31
FEB2022	MISC CHARGES FEB22	60.99
FEB2022	MISC CHARGES FEB22	407.52
FEB2022	MISC CHARGES FEB22	45.00
FEB2022	MISC CHARGES FEB22	69.00
FEB2022	MISC CHARGES FEB22	28.01
FEB2022	MISC CHARGES FEB22	57.95
FEB2022	MISC CHARGES FEB22	36.55
FEB2022	MISC CHARGES FEB22	54.58
FEB2022	MISC CHARGES FEB22	174.95
FEB2022	MISC CHARGES FEB22	140.00
FEB2022	MISC CHARGES FEB22	65.50
FEB2022	MISC CHARGES FEB22	37.14
FEB2022	MISC CHARGES FEB22	0.99
FEB2022	MISC CHARGES FEB22	40.00
FEB2022	MISC CHARGES FEB22	99.99
FEB2022	MISC CHARGES FEB22	155.00
FEB2022	MISC CHARGES FEB22	2.74
FEB2022	MISC CHARGES FEB22	249.99
FEB2022	MISC CHARGES FEB22	0.99
FEB2022	MISC CHARGES FEB22	153.55
FEB2022	MISC CHARGES FEB22	15.00
FEB2022	MISC CHARGES FEB22	15.96
FEB2022	MISC CHARGES FEB22	0.99
FEB2022	MISC CHARGES FEB22	38.99
FEB2022	MISC CHARGES FEB22	471.73
FEB2022	MISC CHARGES FEB22	59.08
FEB2022	MISC CHARGES FEB22	14.55
FEB2022	MISC CHARGES FEB22	49.63
FEB2022	MISC CHARGES FEB22	73.34
FEB2022	MISC CHARGES FEB22	149.90
	Check Date 3/16/2022 Total For Check # 112131	5,954.09
BULLSEYE TELEC	OM INC	
42149929	PHONE CHARGES 2/26-3/25/22	285.64
42149929	PHONE CHARGES 2/26-3/25/22	33.20
42149929	PHONE CHARGES 2/26-3/25/22	28.57
42149929	PHONE CHARGES 2/26-3/25/22	114.26



Invoice	Description	Invoice/Amount
42149929	PHONE CHARGES 2/26-3/25/22	12.65
42149929	PHONE CHARGES 2/26-3/25/22	213.23
42149929	PHONE CHARGES 2/26-3/25/22	213.23
42149929	PHONE CHARGES 2/26-3/25/22	33.20
42149929	PHONE CHARGES 2/26-3/25/22	28.57
42149929	PHONE CHARGES 2/26-3/25/22	61.76
42149929	PHONE CHARGES 2/26-3/25/22	6.53
42149929	PHONE CHARGES 2/26-3/25/22	44.18
42149929	PHONE CHARGES 2/26-3/25/22	43.84
	Check Date 3/16/2022 Total For Check # 112132	1,118.86
COMCAST		
8771201110036757	VILLAGE HALL 3/5-4/4/22	263.85
8771201110036807	KLM 3/5-4/4/22	111.85
8771201110036781	POLICE 3/5-4/4/22	165.90
8771201110037136	POOL 3/4-4/3/22	181.27
8771201110009242	POLICE/FIRE 3/16-4/15/22	77.68
8771201110009242	POLICE/FIRE 3/16-4/15/22	77.68
	Check Date 3/16/2022 Total For Check # 112133	878.23
FEDEX		
7-677-94462	KIESLER POLICE SUPPLY-PD	19.34
7-568-30601-NOV	SHIPPING FIRE SAFETY-MCGINNIS	30.44
7-545-76183-OCT	SHIPPING-BATTAGLIA INDUS(PERMIT)	29.16
	Check Date 3/16/2022 Total For Check # 112134	78.94
ILLINOIS ENVIRON	MENTAL	
PROJ L17-4511	PRINCIPAL & INTEREST	11,360.77
PROJ L17-4511	PRINCIPAL & INTEREST	1,50 7 .66
	Check Date 3/16/2022 Total For Check # 112135	12,868.43
TOSHIBA AMER BU	JSINESS SOLUTIONS	
5730879	COM DEV/PARKS COPIER MAINT 21-2/28/22	225.97
5730879	COM DEV/PARKS COPIER MAINT 21-2/28/22	96.85
5730826	PD COPIER MAINT 2/1-2/28/22	90.05
5730678	FIN COPIER MAINT 2/1-2/28/22	141.13
	Check Date 3/16/2022 Total For Check # 112136	554.00
AFLAC-FLEXONE		
16736	Payroll Run 1 - Warrant PR2206	764.57
	Check Date 3/21/2022 Total For Check # 112137	764.57



Invoice	Description		Invoice/Amount
NATIONWIDE RETI	REMENT SOL		
16735	Payroll Run 1 - Warrant	PR2206	200.00
	Check Date 3/21/2022	Total For Check # 112138	200.00
NATIONWIDE TRUS	ST CO FSB		
16737	Payroll Run 1 - Warrant	PR2206	3,489.72
	Check Date 3/21/2022	Total For Check # 112139	3,489.72
STATE DISBURSEN	MENT UNIT		
16738	Payroll Run 1 - Warrant	PR2206	230.77
	Check Date 3/21/2022	Total For Check # 112140	230.77
AMERICAN EXPRES	SS		
8-03003-031122	MISC CHARGES FEB22	2	15.96
8-03003-031122	MISC CHARGES FEB22	2	59.95
8-03003-031122	MISC CHARGES FEB22	2	25.00
8-03003-031122	MISC CHARGES FEB22	2	130.80
8-03003-031122	MISC CHARGES FEB22	2	-7.76
	Check Date 3/24/2022	Total For Check # 112141	223.95
AT & T			
63032338639258	VEECK PARK WP-2/14-	3/13/22	453.48
	Check Date 3/24/2022	Total For Check # 112142	453.48
HOME DEPOT CRE	DIT SERVICE		
FEB22	MISC HARDWARE & SU	JPPLIES	34.97
FEB22	MISC HARDWARE & SU	JPPLIES	64.86
FEB22	MISC HARDWARE & SI	JPPLIES	14.60
	Check Date 3/24/2022	Total For Check # 112143	114.43
PEERLESS NETWO	PRK, INC		
506138	PHONE CHARGES 3/15	5-4/14/22	54.26
506138	PHONE CHARGES 3/15	5-4/14/22	252.72
506138	PHONE CHARGES 3/15	5-4/14/22	311.04
506138	PHONE CHARGES 3/15	5-4/14/22	198.61
506138	PHONE CHARGES 3/15	5-4/14 / 22	232.27
506138	PHONE CHARGES 3/15	5-4/14/22	198.71
	Check Date 3/24/2022	Total For Check # 112144	1,247.61
TOSHIBA FINANCIA	AL SERVICE		
467498036	COM DEV/PARKS COP	PIER LEASE 3/6-4/6/22	192.50
467498036	COM DEV/PARKS COP	PIER LEASE 3/6-4/6/22	82.50
	Check Date 3/24/2022	Total For Check # 112145	275.00



Invoice	Description		Invoice/Amount
TOSHIBA FINANCIA	AL SERVICE		
468000005	ADMIN COPIER LEASE 3/13	3-4/13/22	275.00
	Check Date 3/31/2022 Tot	tal For Check # 112146	275.00
AFLAC-FLEXONE			VOID 11247-112158
17065	Payroll Run 1 - Warrant PR22	207	764.57
	Check Date 4/4/2022 Total	al For Check # 112159	764.57
NCPERS GRP LIFE	INS#3105	•	VOID 112140-112
17062	Payroll Run 1 - Warrant PR22	207	208.00
	Check Date 4/4/2022 Total	l For Check # 112163	208.00
STATE DISBURSEN	MENT UNIT		
17067	Payroll Run 1 - Warrant PR22	207	230.77
	Check Date 4/4/2022 Total	al For Check # 112164	230.77
ILLINOIS FRATERN	AL ORDER		
17063	Payroll Run 1 - Warrant PR22	207	816.00
	Check Date 4/4/2022 Tota	l For Check # 112165	816.00
NATIONWIDE RETI	REMENT SOL		
17064	Payroll Run 1 - Warrant PR22	207	200.00
	Check Date 4/4/2022 Tota	l For Check # 112166	200.00
NATIONWIDE TRUS	ST CO FSB	•	
17066	Payroll Run 1 - Warrant PR22	207	3,455.43
	Check Date 4/4/2022 Tota	al For Check # 112167	3,455.43
A BLOCK MARKET	ING INC		
LC00053594	WOOD CHIP DISPOSAL		30.00
LC00053713	LOG DISPOSAL		60.00
LC00053730	WOOD CHIP DISPOSAL		30.00
	Check Date 4/6/2022 Tota	al For Check # 112168	120.00
ADDISON FIRE PRO	OTECTION DISTRICT #1		
713	FIRE INCIDENT REPORTING	IG SOFTWARE	9,470.52
	Check Date 4/6/2022 Tota	al For Check # 112169	9,470.52
ADVANCED TURF	SOLUTIONS,		
SO986334	SEED FOR VEECK, BURNS	S, PARKS OVERSEEDING	6,600.00
	Check Date 4/6/2022 Tota	al For Check # 112170	6,600.00
AEP ENERGY			
3014421204-MAR22	19 E CHGO TRANSFORME	R-2/18-3/21/22	1,557.90
3013129848-MAR22	53 VILLAGE PL-2/17-3/18/22	2	460.12
	Check Date 4/6/2022 Tota	al For Check # 112171	2,018.02



Invoice	Description	Invoice/Amount
AIR ONE EQUIPME	NT	
178932	TURNOUT BOOTS - DEVAN	635.00
179205	HELMET PARTS	102.00
	Check Date 4/6/2022 Total For Check # 112172	737.00
ALLIED GARAGE	DOOR INC	
186142	GARAGE DOOR SVC/OPERATOR REPLACEMENTS	5,859.99
	Check Date 4/6/2022 Total For Check # 112173	5,859.99
ALTORFER CAT		
P6AC0025971	FUEL FILTERS FOR #8 END LOADER	87.30
ET11248	T84 REPAIRS	1,325.07
	Check Date 4/6/2022 Total For Check # 112174	1,412.37
AMERICAN BACKE	FLOW INC	
44871	REPAIR TEST	400.00
3178	REPAIR & TEST VEECK PARK BLDG	725.95
3155	REMOVE & REPLACE RPZ 25 FEBCO WATER UNIT	
	Check Date 4/6/2022 Total For Check # 112175	4,741.90
AMERICAN LITHO	GRAPHY	
257911-01	BROCHURE POSTCARD PRINTING	1,151.00
	Check Date 4/6/2022 Total For Check # 112176	1,151.00
AMITA HEALTH		
111	DRUG SCREENING	150.00
	Check Date 4/6/2022 Total For Check # 112177	150.00
ANDRES MEDICAL	BILLING LT	
254316	FEBRUARY COLLECTION FEE	2,676.13
·	Check Date 4/6/2022 Total For Check # 112178	2,676.13
AQUA PURE ENTE	ERPRISES	
0136099-IN	POOL CHEMICALS	96.72
0135040-IN	POOL PAINT & HARDWARE	557.75
	Check Date 4/6/2022 Total For Check # 112179	654.47
ASSOC TECHNICA	AL SERVICES	
34992	EMERG LEAK DETECTION/OGDEN AVE	721.00
	Check Date 4/6/2022 Total For Check # 112180	721.00
ATHLETIC FIELD S	SUPPLY	
18155	FIELD PAINT	2,885.00
	Check Date 4/6/2022 Total For Check # 112181	2,885.00



Invoice	Description		Invoice/Amount
ATLAS BOBCAT LI	_C		
714868	EMERG REPAIR TO T	OOL CUT #92	2,452.31
	Check Date 4/6/2022	Total For Check # 112182	2,452.31
AWWA			
7001996905	AWWA MEMBERSHIP	-#00083786	2,260.00
	Check Date 4/6/2022	Total For Check # 112183	2,260.00
BALES ACE HARD	WARE		
040110/1	AUTO SHOP WATER	COOLER FITTING	8.98
	Check Date 4/6/2022	Total For Check # 112184	8.98
BANNERVILLE USA	4		
31799	EGG HUNT AND POO	L MEMBERSHIP POSTERS	195.00
	Check Date 4/6/2022	Total For Check # 112185	195.00
BE PREPARED			
31922	RED CROSS CLASS		75.00
	Check Date 4/6/2022	Total For Check # 112186	75.00
BEACON SSI INCO	RPORATED		
99797	MARCH GAS TANK IN	ISPECTION	125.00
	Check Date 4/6/2022	Total For Check # 112187	125.00
BELSON OUTDOOR	RS, LLC		
198828	POOL CONCESSIONS	STABLES	1,717.40
	Check Date 4/6/2022	Total For Check # 112188	1,717.40
BOUND TREE MED	ICAL, LLC		
84406711	VACUUM SPLINT		155.66
	Check Date 4/6/2022	Total For Check # 112189	155.66
BRAVO SERVICES	, INC		
133	MAR22 CLEANING SE	ERVICE	2,300.00
133	MAR22 CLEANING SE	ERVICE	350.00
133	MAR22 CLEANING SE	ERVICE	225.00
133	MAR22 CLEANING SE	ERVICE	675.00
133	MAR22 CLEANING SE	RVICE	1,250.00
133	MAR22 CLEANING SE	ERVICE	1,275.00
	Check Date 4/6/2022	Total For Check # 112190	6,075.00
CDW-GOVERNMEN	IT INC.		
T542628	FINANCE MONITORS		929.95
T435775	COM DEV PRINTER		357.24
	Check Date 4/6/2022	Total For Check # 112191	1,287.19



Invoice	Description		Invoice/Amount
CHANDLER SERVICE	CES, INC	·	
28417	E84 REPAIRS		2,666.39
	Check Date 4/6/2022	Total For Check # 112192	2,666.39
CHICAGO ARTISAN	ROASTERS		
1080	COFFEE-PD		45.00
1091	COFFEE		45.00
	Check Date 4/6/2022	Total For Check # 112193	90.00
CINTAS CORPORAT	TION 769		
4113661380	MAT & TOWEL SVC		22.85
4113661380	MAT & TOWEL SVC		27.42
4113661380	MAT & TOWEL SVC		21.39
4113661380	MAT & TOWEL SVC		12.15
4113661380	MAT & TOWEL SVC		46.08
4113661380	MAT & TOWEL SVC		42.97
5101163916	RESTOCK MEDICAL C	CABINET	39.86
5101163916	RESTOCK MEDICAL C	CABINET	39.86
4115030918	MAT & TOWEL SERVI	CE	22.85
4115030918	MAT & TOWEL SERVI	CE	27.42
4115030918	MAT & TOWEL SERVI	CE	21.39
4115030918	MAT & TOWEL SERVI	CE	12.15
4115030918	MAT & TOWEL SERVI	CE .	46.08
4115030918	MAT & TOWEL SERVI	CE	42.97
	Check Date 4/6/2022	Total For Check # 112194	425.44
CLARK BAIRD SMIT	TH LLP		
15130	HINSDALE/2022 FOP I	NEGOTIATIONS	2,100.00
	Check Date 4/6/2022	Total For Check # 112195	2,100.00
CLARK HILL PLC			
1184543	LEGAL FEES THRU 2/	28/22	1,988.00
	Check Date 4/6/2022	Total For Check # 112196	1,988.00
COMCAST			
8771201110036815	WATER 3/5-4/4/22		168.95
	Check Date 4/6/2022	Total For Check # 112197	168.95
COMED			
0015093062	57TH STREET		467.80
0075151076	ELEANOR PARK		508.26
0203017056	WARMING HOUSE/PA	ADDLE HUT	390.67



Invoice	Description	Invoice/Amount
0203065105	CHESTNUT PARKING	28.96
0395122068	STREET LIGHTS	57.16
0417073048	314 SYMONDS DR	588.80
0427019145	CAMERA 989/TAFT RD	32.86
0471095066	FOUNTAIN	47.09
0651102260	PD CAMERA-701 E CHGO	31.48
0697168013	STREET LIGHTS	33.61
0825110049	PD CAMERA-440 E OGDEN	30.66
1507053046	PD CAMERA-5909 S GARFIELD	28.75
1993023010	RADIO EQUIPMENT FD	179.77
2378029015	WASHINGTON	46.61
2425068008	VEECK PARK	579.75
2771151012	PD CAMERA-2 STOUGH	29.02
3454039030	VEECK PARK-WP	1,150.98
7011157008	NS CBQ RR	29.76
7093551008	KLM LODGE 80/20	1,189.91
7093551008	KLM LODGE 80/20	297.48
8521083007	ROBBINS PARK	688.89
8521342001	TRAIN STATION	898.11
8521400008	WATER PLANT	38.67
8605174005	BROOK PARK	390.85
8605437007	POOL	703.77
7011378007	PIERCE PARK	448.04
	Check Date 4/6/2022 Total For Check # 112198	8,917.71
COMED		
0381057101	CLOCK TOWER	23.44
0499147045	BURLINGTON PARK	28.43
0639032045	ROBBINS PARK	19.45
1107024145	LANDSCAPE LIGHTS 650	25.02
2195166237	PD CAMERA-5913 S MADISON	28.30
6583006139	BURLINGTON PARK	23.44
7011481018	WALNUT STREET	24.57
7261620005	SAFETY TOWN	20.29
8689206002	ELEANOR PARK	28.00
8689480008	STOUGH PARK	19.07
8689640004	BURNS FIELD	20.29
	Check Date 4/6/2022 Total For Check # 112199	260.30



Invoice	Description		Invoice/Amount
COMED-6112			
1653148069	TRAFFIC SIGNALS 1/3	31-3/1/22	61.77
	Check Date 4/6/2022	Total For Check # 112200	61.77
COMPASS MINERA	ALS AMERICA		
957741	BULK ROCK SALT DU 5/18/21	PAGE CNTY CONTRACT 22-VOB	9,156.33
967354	BULK ROCK SALT DU 5/18/21	PAGE CNTY CONTRACT 22-VOB	3,648.42
975432	BULK ROCK SALT DU 5/18/21	PAGE CNTY CONTRACT 22-VOB	12,975.12
965284	BULK ROCK SALT DU 5/18/21	PAGE CNTY CONTRACT 22-VOB	8,956.75
965297	BULK ROCK SALT DU 5/18/21	PAGE CNTY CONTRACT 22-VOB	5,258.04
	Check Date 4/6/2022	Total For Check # 112201	39,994.66
CONNEY SAFETY	PRODUCTS		
6070625	FIRST AID SUPPLIES		445.84
	Check Date 4/6/2022	Total For Check # 112202	445.84
CONRAD POLYGRA	APH, INC		
4756	FD NEW HIRE POLYG	SRAPH	160.00
	Check Date 4/6/2022	Total For Check # 112203	160.00
CONSTELLATION I	NEWENERGY		
3425100	GAS CHARGES 2/1-2/	28/22	836.21
3425100	GAS CHARGES 2/1-2/28/22		836.21
3425100	GAS CHARGES 2/1-2/	GAS CHARGES 2/1-2/28/22	
3425100	GAS CHARGES 2/1-2/	28/22	2,108.57
3425100	GAS CHARGES 2/1-2/	28/22	476.88
3425100	GAS CHARGES 2/1-2/	28/22	1,274.10
	Check Date 4/6/2022	Total For Check # 112204	7,008.35
CORE & MAIN LP			
Q277878	REPLACEMENT LOCA	ATOR FOR JULIES	1,059.20
Q457365	REPAIR CLAMP		240.28
Q462349	WATER REPAIR CLAI	MPS	2,173.00
Q433774	WATER METERS		3,186.00
	Check Date 4/6/2022	Total For Check # 112205	6,658.48
CRIME ANALYST I	L ASSO NFP		
03212022	ANNUAL MEMBERSH	IP RENEWAL	25.00
	Check Date 4/6/2022	Total For Check # 112206	25.00



Invoice	Description		Invoice/Amount
CS TURF, INC			
22-003	DEEP TINE AERIFICATION,	TOP DRESS, SEED	1,200.00
	Check Date 4/6/2022 Total	For Check # 112207	1,200.00
CUMMINS INC			
F2-26218	E84 INSPECTION		521.64
F2-27295	VEECK GENERATOR RENTA	AL-VOB 3/15/22	9,122.48
F2-20663	VEECK GENERATOR RENTA	AL-VOB 3/15/22	12,025.09
	Check Date 4/6/2022 Total	For Check # 112208	21,669.21
CWKK CRIMEDEX			
F8A26DA9-0003	ANNUAL SUBSCRIPTION RE	NEWAL	79.00
	Check Date 4/6/2022 Total	For Check # 112209	79.00
DAILY HERALD PA	DDOCK PUB		
210281	BID NOTICE/LANDSCAPTING	G REBID #2022	108.00
	Check Date 4/6/2022 Total	For Check # 112210	108.00
DIMAGGIO, LISA M	ARIE		
030222	WINTER SESSION 2022-UNI	CORN GLAM	207.00
	Check Date 4/6/2022 Total	For Check # 112211	207.00
DOOR SYSTEMS			
906695	DOOR REPAIR		717.98
	Check Date 4/6/2022 Total	For Check # 112212	717.98
DOOR TO DOOR D	RECT		
17987	DELIVER OF SUMMER 22 PC	OSTCARDS	1,006.50
	Check Date 4/6/2022 Total	For Check # 112213	1,006.50
DUPAGE COUNTY	911 ETSB		
JV59	DUJIS PRMS 12/1/20-11/30/2	1	29,654.70
	Check Date 4/6/2022 Total	For Check # 112214	29,654.70
DUPAGE COUNTY	DIV OF TRAN		
4935	NO PARKING SIGNS (PD RE	QUEST)	185.57
4936	NO PARKING SIGNS (PD RE	QUEST)	315.17
	Check Date 4/6/2022 Total	For Check # 112215	500.74
DUPAGE MAYORS	& MANAGERS		
11312A	CONF ANNUAL LUNCH-GAR	GANO	55.00
	Check Date 4/6/2022 Total	For Check # 112216	55.00
ENCORE GARAGE			
1539-1853	VEECK BATHROOM FLOOR	S	2,520.00
	Check Date 4/6/2022 Total	For Check # 112217	2,520.00



Invoice	Description		Invoice/Amount
ETP LABS, INC			
22-135740	DIST BACTERIA SAMI	DI EQ	288.00
22-52632	VEECK CSO SAMPLE		150.00
22-52639	VEECK CSO SAMPLE		150.00
22 02000		Total For Check # 112218	588.00
FACTORY MOTOR I		101411010110111111111111111111111111111	330.03
162-108508	BRAKE TOOLS		227.00
	Check Date 4/6/2022	Total For Check # 112219	227.00
FCWRD			
009575-000-MAR22	SEWER 1/27-3/28/22		29.30
	Check Date 4/6/2022	Total For Check # 112220	29.30
FEDEX			
7-700-12193	AMAGALMATED BAN	K-DENISE	32.88
	Check Date 4/6/2022	Total For Check # 112221	32.88
FINNELL, JOHN			•
030322	CDL RENEWAL		61.35
	Check Date 4/6/2022	Total For Check # 112222	61.35
FIRST COMMUNICA	ATIONS, LLC		
123412559	PHONE CHARGES 3/2	22-4/21/22	304.19
123412559	PHONE CHARGES 3/2	22-4/21/22	· 104.65
123412559	PHONE CHARGES 3/2	22-4/21/22	219.52
123412559	PHONE CHARGES 3/2	22-4/21/22	59.98
123412559	PHONE CHARGES 3/2	22-4/21/22	443.28
123412559	PHONE CHARGES 3/2	22-4/21/22	189.98
123412559	PHONE CHARGES 3/2		731.87
	Check Date 4/6/2022	Total For Check # 112223	2,053.47
FULLERS HOME &	HARDWARE		
FEB22	MISC HARDWARE FE	EB22	5.38
FEB22	MISC HARDWARE FE	:B22	11.96
	Check Date 4/6/2022	Total For Check # 112224	17.34
FULLERS SERVICE	CENTER IN		
FEB 2022	CAR WASHES- FEB 2	2022	216.00
	Check Date 4/6/2022	Total For Check # 112225	216.00
GALLS			
020647480	SPIKE FLARES X 4 B	OXES	507.64
	Check Date 4/6/2022	Total For Check # 112226	507.64



Invoice	Description		Invoice/Amount
GEORGE'S LANDS	CAPING INC		
PAY #2	IRMA BUTLER TOT LO	OT PLAYGROUND CONST-VOB	55,495.80
	Check Date 4/6/2022	Total For Check # 112227	55,495.80
GIULIANOS PIZZA			
59	OT MEAL MAIN BREA	K 2/26/22	42.61
	Check Date 4/6/2022	Total For Check # 112228	42.61
GRAINGER, INC.			
9224552241	ABSORBENT SOCKS	KLM LODGE VENTS	104.31
9241517045	LIGHT FOR UNIT #22		91.78
9249641631	LIGHTS OUT AT CHES	STNUT LOT	119.15
9241517052	PRE TREAT TANK HO	OSE	24.96
	Check Date 4/6/2022	Total For Check # 112229	340.20
H2O SERVICES, INC) ,		
4893	VH BOILER WATER T	REATMENT	486.50
	Check Date 4/6/2022	Total For Check # 112230	486.50
HAWKINS, INC.			
6128802	VEECK CSO CL2 FILL		1,119.00
	Check Date 4/6/2022	Total For Check # 112231	1,119.00
HEALY ASPHALT C	OMPANY LLC		
30553	COLD PATCH		743.40
	Check Date 4/6/2022	Total For Check # 112232	743.40
HILDEBRAND SPOR	RTING GOODS		
022222	2 NAMEPLATES		36.00
RR1231BC	BALL FIELD FENCE G	GUARD	497.00
	Check Date 4/6/2022	Total For Check # 112233	533.00
HINSDALE LITTLE	LEAGUE		
106295298	REFUND REPAIRS DI	JE TO FLOOD DAMAGE	3,600.00
	Check Date 4/6/2022	Total For Check # 112234	3,600.00
HINSDALE PLATFO	RM TENNIS		
PER AGREEMENT	HPTA SUBISIDY PER	AGREEMENT VOB 5/7/19	24,500.00
	Check Date 4/6/2022	Total For Check # 112235	24,500.00
HR GREEN INC			
150886	2021 CHGO RESURFA	ACING CONST OBSERV-PAY #5	2,360.00
151002		TUDY & INFRAS PAY #3	3,039.00
151005	2022 MAINT (RESUR	FACING) DESIGN PAY #1	6,992.25



Invoice	Description		Invoice/Amount
151004	2022 HINSDALE COM	SVC RELOC ENG SUP	1,271.40
	Check Date 4/6/2022	Total For Check # 112236	13,662.65
HUCKFELDT, JEFF	ERY		
JAN22	COURT REIMB-JAN22	2	42.18
	Check Date 4/6/2022	Total For Check # 112237	42.18
HUGHES ENVIRON	MENTAL CONSULTING	SINC	
115	CSO CERTIFIED OPE	RATOR VEECK-FEB	400.00
	Check Date 4/6/2022	Total For Check # 112238	400.00
IAM STARGUARD I	ELITE		
3336	AUDIT FEE 2022		1,100.00
	Check Date 4/6/2022	Total For Check # 112239	1,100.00
IL DEPT OF TRANS	SPORTATION		
124508	2021 CHICAGO RESU	IRFACING-VOB 5/4/21	233,046.10
	Check Date 4/6/2022	Total For Check # 112240	233,046.10
IL JUVENILE OFFIC	CER ASSOC		
MEMB-2022	MEMBERSHIP -2022		10.00
	Check Date 4/6/2022	Total For Check # 112241	10.00
IL PUBLIC SAFETY	AGENCY NETWORK		‡
0046626	MINI BULLET-01/01/22	2-06/01/22	396.00
	Check Date 4/6/2022	Total For Check # 112242	396.00
ILLINOIS FIRE INSP	PECTORS	,	
22707	TRAINING CONFERE	NCE	325.00
	Check Date 4/6/2022	Total For Check # 112243	325.00
ILLINOIS PHLEBOT	TOMY SVCS		
1523	PHLEBOTOMY SERV	ICE-02/13/22	425.00
1510	PHLEBOTOMY SVS	· · · · · · · · · · · · · · · · · · ·	425.00
	Check Date 4/6/2022	Total For Check # 112244	850.00
INDUSTRIAL ELEC	TRIC SUPPLY		
S100009956.001	PARTS FOR FIRE DE	PT DISHWASHER	46.92
S100009523.001	STREET LIGHT REPA	IR PARTS	16.90
S100008768.001	STREET LIGHTS		149.88
S100011407	REPLACE LAMPS		11.79
S100011407.001	REPLACE LAMP MEN		11.79
	Check Date 4/6/2022	Total For Check # 112245	237.28



Invoice	Description		Invoice/Amount
INDUSTRIAL SYSTI	EMS, LTD		
23742	INFERNAL MELT R		4,859.00
	Check Date 4/6/2022	Total For Check # 112246	4,859.00
INNOVATION ARTS	CONNECTION		·
1154	WINTER DANCE		42.00
	Check Date 4/6/2022	Total For Check # 112247	42.00
INTERNATIONAL E	XTERMINATO		
03-2341	PEST CONTROL-MAR	R22	47.00
03-2341	PEST CONTROL-MAR	R22	47.00
03-2341	PEST CONTROL-MAR	322	132.00
03-2341	PEST CONTROL-MAR	322	47.00
03-2341	PEST CONTROL-MAR	R22	47.00
	Check Date 4/6/2022	Total For Check # 112248	320.00
INTERSTATE BILLII	NG SERVIC		
3026617350	UNIT 22 TRANS REPA	AIR	582.70
	Check Date 4/6/2022	Total For Check # 112249	582.70
INTL ASSOC OF CR	RIME ANALYSTS		
40274	IACA MEMBERSHIP R	RENEWAL	25.00
	Check Date 4/6/2022	Total For Check # 112250	25.00
INTOXIMETERS, INC	C.		
702515	DYRGAS- INTOXIMET	ERS	139.50
	Check Date 4/6/2022	Total For Check # 112251	139.50
J G UNIFORM & CA	REER		
94452	UNIFORM ALLOW		220.00
	Check Date 4/6/2022	Total For Check # 112252	220.00
JAMES J BENES &	ASSOC INC		
PAY #2	FY22 3RD PARTY REV	VIEWS	5,000.00
	Check Date 4/6/2022	Total For Check # 112253	5,000.00
JLC			
1109472895-2022	JOURNAL OF LIGHT (CONSTRUCTION	39.95
	Check Date 4/6/2022	Total For Check # 112254	39.95
JOHNSON CONTRO	LS SECURITY		
36977343	QUARTERLY FEES 03	3/01/22 - 05/31/22	62.10
36977343			62.10
	Check Date 4/6/2022	Total For Check # 112255	124.20



Invoice	Description	Invoice/Amount
KAMAN FLUID PO	WER LLC	
L18166-001	HYD HOSE	239.20
	Check Date 4/6/2022 Total For Check # 112256	239.20
KEEN EDGE CO		
459949	PULL START RECOIL & HANDLE-SNOWBLOWER	70.59
	Check Date 4/6/2022 Total For Check # 112257	70.59
KLEIN,THORPE,JE	ENKINS LTD	
224927-224936	LEGAL FEES THRU 2/28/22	15,777.48
	Check Date 4/6/2022 Total For Check # 112258	15,777.48
KROESCHELL SEI	RVICE, INC	
67239	HIGHLAND STATION HEAT REPAIR	1,312.00
67344	BOILER REPAIR	492.00
	Check Date 4/6/2022 Total For Check # 112259	1,804.00
LAKE VIEW NATU	RE CENTER	
44637	WINTER 2022 PROGRAMS	280.80
,	Check Date 4/6/2022 Total For Check # 112260	280.80
LEADS ONLINE LL	LC .	
325983	LEADS ONLINE - INVESTIGATION SYS	2,933.00
	Check Date 4/6/2022 Total For Check # 112261	2,933.00
LINCHPIN SEO		
16400	KLM SEO MARKETING	400.00
	Check Date 4/6/2022 Total For Check # 112262	400.00
LISA LOMBARDI O	COACHING	
50071900	THRILLS AND CHILLS ICECREAM CLASS	39.20
	Check Date 4/6/2022 Total For Check # 112263	39.20
LORKIEWICZ, REE	BECCA	
GENTLEYOGA1	WINTER SESSION 2022	210.00
	Check Date 4/6/2022 Total For Check # 112264	210.00
MACQUEEN EQUI	PMENT LLC	
P14495	E84 SEAL KIT	31.61
P13039	E84 PARTS	27.39
	Check Date 4/6/2022 Total For Check # 112265	59.00
MCCANN INDUST	RIES, INC	
P40070	FUEL FILTERS/WINDOW HANDLE #29	155.75
	Check Date 4/6/2022 Total For Check # 112266	155.75



Invoice	Description		Invoice/Amount
MENARDS			
91846	PAINT FOR UNIT #7 P	PULL TARP	33.72
91961	LAUNDRY DETERGEN	NT	47.47
92748	COFFEE SUPPLIES		46.45
90685	ELECTRICIAL SUPPLI	IES	45.44
93460	BLDG MAINT		11.98
92620	PARTS FOR PD (WHIT	TE BOARD)	42.66
93092	EXTENSION CORD		129.99
93063	SUPPLES TO RESHIN	IGLE DUGOUTS/PIERCE SW	421.65
	Check Date 4/6/2022	Total For Check # 112267	779.36
MICHAEL TODD &	CO INC		
204505	BROOMS FOR UNIT#	1 91	661.93
	Check Date 4/6/2022	Total For Check # 112268	661.93
MIDWEST TIME RE	CORDER		
183657	PUB SVC TIME CLOC	K-FEB22	94.60
183232	PUB SVC TIME CLOC	K ANNUAL MAINT FEE	450.00
	Check Date 4/6/2022	Total For Check # 112269	544.60
MONROE TRUCK E	QUIPT CO		
336981	AUGER SHIFT-#5		574.40
336980	HYDRAULIC MOTOR/	AUGER BUSHING #5	354.21
	Check Date 4/6/2022	Total For Check # 112270	928.61
MUNICIPAL EMER	GENCY SVCS		
IN1681248	SCBA ANNUAL FLOW	TESTING	1,560.00
IN1685707	SCBA HARNESS		319.00
	Check Date 4/6/2022	Total For Check # 112271	1,879.00
MUNICIPAL SERVI	CES ASSOCIATES INC		
06-2014-22	ROW PERMITING FO	R COMMUNICATIONS CO PAY #11	425.00
	Check Date 4/6/2022	Total For Check # 112272	425.00
NAPA AUTO PART	S		
4343-766560	POWER STEERING F	LUID	71.88
6306-625148	E84 PARTS		84.22
6306-625625	E84 PARTS		4.99
6306-625588	E84 PARTS		143.94
4343-770834	SPARK PLUGS #73 B	OMAG ROLLER	15.55
4343-769417	FUEL INJECTORS #8	25	230.94
4343-770203	OIL FILTER #21		35.78
	Check Date 4/6/2022	Total For Check # 112273	587.30



Invoice	Description	Invoice/Amount
NELS J JOHNSON	TREE EXPT	
11013691	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	4,412.80
11023717	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	4,789.30
11028257	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	3,085.25
11048511	TREE PRUNING PER CONTRACT #1655 YEAR 3 VOB 9 -7-21	3,373.25
	Check Date 4/6/2022 Total For Check # 112274	15,660.60
NEUCO INC		
5714423	BOILER REPAIR	465.75
5788042	MEM HALL/VH BOILER-DAMPER MOTOR	484.48
	Check Date 4/6/2022 Total For Check # 112275	950.23
NICOR GAS		
12952110000	5905 S COUNTY LINE 2/16-3/17/22	515.94
06677356575	PLATFORM TENNIS 2/16-3/18/22	1,685.83
38466010006	121 SYMONDS 2/16-3/17/22	83.75
38466010006	121 SYMONDS 2/16-3/17/22	83.74
90077900000	YOUTH CENTER 2/15-3/17/22	438.88
13270110003	350 N VINE 2/15-3/17/22	728.26
	Check Date 4/6/2022 Total For Check # 112276	3,536.40
NIPSTA		
32526982	FIREFIGHTER ACADEMY	8,190.00
	Check Date 4/6/2022 Total For Check # 112277	8,190.00
NORMANDY CONS	STRUCTION	
26432	CONT BD-1409 BURR OAK #309A #26432	1,600.00
	Check Date 4/6/2022 Total For Check # 112278	1,600.00
OLYMPIA MAINTE	NANCE INC	
288608-A	LODGE KITCHEN STOVE WORK	560.00
	Check Date 4/6/2022 Total For Check # 112279	560.00
AILEY SOLAR ELE	ECTRIC INC	
27038	CONT BD-224 RAVINE RD #27038	2,000.00
	Check Date 4/6/2022 Total For Check # 112280	2,000.00
AMERICAN HOLID	AY LIGHTS	
78591-0322	BALLROOM EVENT LIGHT REPAIR	245.00
	Check Date 4/6/2022 Total For Check # 112281	245.00



Invoice	Description		Invoice/Amount	
ARROWHEAD BRIG	CK PAVERS			
26431	CONT BD-321 N GAR	FIELD #26431	200.00	
	Check Date 4/6/2022	Total For Check # 112282	200.00	
CANDOR HEALTH	EDUCATION			
26505	KLM SECURITY DEP-	EN220226 #26505	450.00	
	Check Date 4/6/2022	Total For Check # 112283	450.00	
DIEHL EQUIPMENT	co			
27015	CONT BD-500 E OGD	EN #27015	10,000.00	
	Check Date 4/6/2022	Total For Check # 112284	10,000.00	
DIMITROPOULOS,	VASSILIOS			
1208020	OVERPAYMENT WAT	ER	481.65	
	Check Date 4/6/2022	Total For Check # 112285	481.65	
GUILLERMO, JUAN				
25528	CONT BD-532 W FOU	RTH ST #25528	2,000.00	
	Check Date 4/6/2022	Total For Check # 112286	2,000.00	
HUGHES, AMY		•		
26526	KLM SECURITY DEP-	EN220521 #26526	450.00	
	Check Date 4/6/2022	Total For Check # 112287	450.00	
JESKE, PAULA				
032222	OVERPAID VEHICLE	STICKER/SENIOR	24.00	
	Check Date 4/6/2022	Total For Check # 112288	24.00	
KARIMI, KHAIRUNIS	SSA			
1209308	OVERPAYMENT-SOL	D HOME	262.84	
	Check Date 4/6/2022	Total For Check # 112289	262.84	
KURKOWSKI, JAMI	E			
241972	WITHDREW FROM SE	PRING LACROSSE	420.00	
	Check Date 4/6/2022	Total For Check # 112290	420.00	
MAINO, ANGELA				
242153	WITHDREW FROM PE	EE WEE TENNIS LESSONS	67.00	
	Check Date 4/6/2022	Total For Check # 112291	67.00	
NICHE & COMPANY				
26504	KLM SECURITY DEP-	EN210712 #26504	250.00	
	Check Date 4/6/2022	Total For Check # 112292	250.00	



Invoice Description	Invoice/Amount
PLATINUM DECKING	
27033 CONT BD-312 N ELM #27033	1,000.00
Check Date 4/6/2022 Total For Check # 112293	1,000.00
REID CUSTOM CONSTRUCTION SVCS	
26768 CONT BD-552 PHILLIPPA #26768	3,000.00
Check Date 4/6/2022 Total For Check # 112294	3,000.00
SADLOWSKI, DONALD & SUSAN	
26872 CONT BD-532 W NORTH ST #26872	500.00
Check Date 4/6/2022 Total For Check # 112295	500.00
SUMMERS, LAUREN A	
26717 CONT BD-807 W SIXTH #26717	1,550.00
Check Date 4/6/2022 Total For Check # 112296	1,550.00
PEERLESS FENCE	
105486 FENCE REPAIR/TREE FAILURE ON VIL PROP	1,850.00
Check Date 4/6/2022 Total For Check # 112297	1,850.00
PENTEGRA SYSTEMS	
64144 SERVICE/REPAIR INV. COMPUTER	290.00
64295 SETUP IT FOR CAMERA ACCESS	77.50
63838 CAMERA SYSTEM DOWN-DIAGNOSE	367.50
Check Date 4/6/2022 Total For Check # 112298	735.00
PERMA SEAL	
26234 CONT BD-412 ROCKWELL CT #26234	500.00
26233 CONT BD-416 PAMELA CIRCLE #26233	500.00
Check Date 4/6/2022 Total For Check # 112299	1,000.00
PORTER LEE CORPORATION	
26485 ANNUAL SOFTWARE SUPPORT-BEAST	1,065.00
Check Date 4/6/2022 Total For Check # 112300	1,065.00
PREMIER LANDSCAPE CONTRAC	
26789 CONT BD-737 S MONROE #26789	500.00
Check Date 4/6/2022 Total For Check # 112301	500.00
PREMIER OCCUPATIONAL HLTH	
112050 PHYSICAL	80.00
Check Date 4/6/2022	80.00
RAILROAD MANAGEMENT CO	
454857 RAILROAD EASEMENT	313.34
	0.0.0



Invoice	Description	Invoice/Amount
	Check Date 4/6/2022 Total For Check # 112303	626.68
RAY O'HERRON C	O INC	
2178433	UNIFORM ALLOWANCE	25.99
2177568	UNIFORM ALLOWANCE	269.98
2177566	UNIFORM ALLOWANCE	82.95
2180335	UNIFORM ALLOWANCE	44.00
2164456	UNIFORM ALLOWANCE	192.48
2182770	UNIFORM ALLOWANCE	53.99
2164465	UNIFORM ALLOWANCE	176.48
2181456	UNIFORM ALLOWANCE	130.00
2180457	UNIFORM ALLOWANCE	254.12
2183514	UNIFORM ALLOWANCE	134.95
	Check Date 4/6/2022 Total For Check # 112304	1,364.94
RECREONICS		
0879292-IN	LANE LNIE REELS	3,021.90
	Check Date 4/6/2022 Total For Check # 112305	3,021.90
RED FEATHER PA	INTING CO	
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO ⁻ 3/1/22	τ 20,335.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	Т 865.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO' 3/1/22	Τ 1,575.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	Г 6,978.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	Г 1,325.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	T 550.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	Т 3,415.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	T 7,680.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	T 2,350.00
CO-HPTA	HPTA HUT RENOVATIONS CHANGE ORDER-BO 3/1/22	T -10,500.00
26754	CONT BD-20 E MAPLE #26754	2,500.00
	Check Date 4/6/2022 Total For Check # 112306	37,073.00



Invoice	Description		Invoice/Amount			
RELIABLE FIRE & S	SECURITY					
59301	SQUAD CARS FIRE E	XTINGUISHERS RE-TAG	496.10			
	Check Date 4/6/2022	Total For Check # 112307	496.10			
RICH CONSTRUCT	ON EMERG BOARD UP	PINC				
2657	SWAT TEAM CALL OU	JT	528.45			
	Check Date 4/6/2022	Total For Check # 112308	528.45			
ROCK 'N' KIDS, INC	;					
HINWII22	WINTER SESSION 2-2	22 TO 3-22	425.00			
	Check Date 4/6/2022	Total For Check # 112309	425.00			
RODRIGUEZ, DAVII	ס					
020422	MILEAGE REIMBURS	E	90.13			
	Check Date 4/6/2022	Total For Check # 112310	90.13			
SAFETY-KLEEN SY	STEMS, INC					
236460048	WASTE, OIL & FILTER	RS	289.40			
	Check Date 4/6/2022	Total For Check # 112311	289.40			
SCOTT STOMPER						
74	SUMMER BROCHURE	E 2022	2,150.00			
	Check Date 4/6/2022	Total For Check # 112312	2,150.00			
SECURITAS						
2501466	SOFTWARE SUPPOR	Т	1,032.77			
	Check Date 4/6/2022	Total For Check # 112313	1,032.77			
SIRCHIE						
0532749-IN	ET SUPPLIES		107.05			
	Check Date 4/6/2022	Total For Check # 112314	107.05			
SPORTS R US						
2604	WINTER 2022 SESSIC	DNS	1,480.00			
	Check Date 4/6/2022	Total For Check # 112315	1,480.00			
SPORTSKIDS INC						
439588	WINTER 2022 SESSIO	ON	2,954.70			
	Check Date 4/6/2022	Total For Check # 112316	2,954.70			
STANDARD EQUIP	STANDARD EQUIPMENT CO					
033338	VACTOR GUN		311.34			
	Check Date 4/6/2022	Total For Check # 112317	311.34			



Invoice	Description		Invoice/Amount	
STATE CHEMICAL	SOLUTIONS			
902358980	POOL CLEANING SUI	PPLIES	241.13	
	Check Date 4/6/2022	Total For Check # 112318	241.13	
SUBURBAN LABOR	RATORIES, IN			
200132	DBPR SAMPLES		882.00	
	Check Date 4/6/2022	Total For Check # 112319	882.00	
SUNBURST SPORT	SWEAR			
123521	TBALL SHIRTS		32.75	
	Check Date 4/6/2022	Total For Check # 112320	32.75	
SUSMARSKI, KEVII	N .			
JAN22	COURT REIMB-JAN22	2	84.36	
020422	COURT REIMB-DEC		52.09	
	Check Date 4/6/2022	Total For Check # 112321	136.45	
SZAFLARSKI, NINA	1			
02242022	OFFICE/BREAKROOM	M SUPPLIES	128.32	
	Check Date 4/6/2022	Total For Check # 112322	128.32	
THE HINSDALEAN		,	VOID	112323
10679	PUB HEARING-121 S	COUNTY LINE	144.90	
10755	#V-02-22 & #A-08-202	2	176.40	
10755	#V-02-22 & #A-08-202	2	180.60	
	Check Date 4/6/2022	Total For Check # 112324	501.90	
THE KNOT WORLD	WIDE INC			
INVUSD591581076	3 MONTHS ADVERTIS	SING	1,200.00	
	Check Date 4/6/2022	Total For Check # 112325	1,200.00	
THE LAW OFFICES	OF AARON H. REINKE	=		
H-3-17-2022	ADMIN HEARINGS TO	OWINGS	200.00	
	Check Date 4/6/2022	Total For Check # 112326	200.00	
THE POLICE & SHE	ERIFFS			
159204	ID CARD		17.58	
	Check Date 4/6/2022	Total For Check # 112327	17.58	
THE STEVENS GRO	OUP			
0136188	BUSINESS CARDS-H	ILARY	58.75	
	Check Date 4/6/2022	Total For Check # 112328	58.75	
THERMFLO INC				
T15863INV	VEECK GENERATOR	R DAMAGE INSPECT	1,045.00	
	Check Date 4/6/2022	Total For Check # 112329	1,045.00	



Invoice	Description	Invoice/Amount			
THIRD MILLENIUM	Л				
27403	UTILITY BILLING & BUCKSLIPS	1,188.38			
27403	UTILITY BILLING & BUCKSLIPS	113.01			
27403	UTILITY BILLING & BUCKSLIPS	113.01			
27403	UTILITY BILLING & BUCKSLIPS	0.53			
27403	UTILITY BILLING & BUCKSLIPS	448.61			
27403	UTILITY BILLING & BUCKSLIPS	448.61			
27422	VEHICLE STICKER MAINT 4/30/22-4/29/23	1,329.61			
27325	VEHICLE/PET LICENSE APPS, MAILING & STICKE	RS 9,471.95			
	Check Date 4/6/2022 Total For Check # 112330	13,113.71			
TOSHIBA FINANCI	IAL SERVICE				
468602156	FIRE/PUB WORKS COPIER LEASE 3/19-4/19/22	269.12			
468602156	FIRE/PUB WORKS COPIER LEASE 3/19-4/19/22	269.12			
	Check Date 4/6/2022 Total For Check # 112331	538.24			
TOTAL PARKING	SOLUTIONS				
105667	WEB MONITORING- WEST HINSDALE -04/24/22-04/26/23	960.00			
105666	MAINT. CONTRACT WEST HINSDALE -04/24/22- 04/26/23	840.00			
	Check Date 4/6/2022 Total For Check # 112332	1,800.00			
TPI BLDG CODE C	TPI BLDG CODE CONSULTANT				
202202	3RD PTY PLUMBING INSP FEB22	2,000.00			
	Check Date 4/6/2022 Total For Check # 112333	2,000.00			
TRAFFIC CONTROL & PROTECT					
36639	MAIN BREAK CLOSURE-OGDEN AVE	2,003.52			
	Check Date 4/6/2022 Total For Check # 112334	2,003.52			
TRANE					
11833810	HVAC SERVICE	66.87			
11833810	HVAC SERVICE	66.86			
11833827	HVAC SERVICE	232.20			
022228	REFUND	-226.54			
	Check Date 4/6/2022 Total For Check # 112335	139.39			
TYLER TECHNOLO	OGIES, INC				
045-371903	UB POST LIVE-MAIR	652.00			
	Check Date 4/6/2022 Total For Check # 112336	652.00			
UNITED STATES F	POSTAL SVC				
PERMIT #137	PERMIT #137-MARKETING MAIL	265.00			
	Check Date 4/6/2022 Total For Check # 112337	265.00			
	,				



Invoice	Description	Invoice/Amount
US GAS		
382025	MEDICAL OXYGEN	101.06
	Check Date 4/6/2022 Total For Check # 112338	101.06
US WATERPROOF	FING & CONSTR	
24687	CONT BD-227 S MONROE #24687	500.00
21815	CONT BD-220 N COUNTY LINE #21815	1,500.00
	Check Date 4/6/2022 Total For Check # 112339	2,000.00
VERIZON WIRELE	:SS	
9900269936	MONTHLY DATA USAGE JAN 24- FEB 23	50.04
9900269936	MONTHLY DATA USAGE JAN 24- FEB 23	38.01
9900595570	MONTHLY USAGE JAN 29 - FEB 28	526.34
9900595570	MONTHLY USAGE JAN 29 - FEB 28	264.51
9900595570	MONTHLY USAGE JAN 29 - FEB 28	125.88
9902519820	IPADS/MODEMS/PD CAMERAS 2/24-3/23/22	110.66
9902519820	IPADS/MODEMS/PD CAMERAS 2/24-3/23/22	36.87
9902519820	IPADS/MODEMS/PD CAMERAS 2/24-3/23/22	110.66
9902519820	IPADS/MODEMS/PD CAMERAS 2/24-3/23/22	332.07
	Check Date 4/6/2022 Total For Check # 112340	1,595.04
VIGILANT SOLUT	IONS, LLC	
607851	LPR -PARKING RENEWAL 05/21-04/23	2,800.00
	Check Date 4/6/2022 Total For Check # 112341	2,800.00
VISTRO LLC		
E18612	CORKS & FORKS FOOD	5,625.00
	Check Date 4/6/2022 Total For Check # 112342	5,625.00
VULCAN CONST	MATERIALS LL	
32892581	CA-6/SCREENINGS	843.79
32892581	CA-6/SCREENINGS	1,011.74
32892580	SAND FOR 6TH ST ROAD REPAIR	763.25
	Check Date 4/6/2022 Total For Check # 112343	2,618.78
WAREHOUSE DIF	RECT INC	
5184628-0	OFFICE/BREAKROOM SUPPLIES	27.81
5171001-1	OFFICE/BREAKROOM SUPPLIES	41.55
5176659-0	OFFICE/BREAKROOM SUPPLIES	72.76
5184628-1	OFFICE/BREAKROOM SUPPLIES	72.76
5184450-0	OFFICE SUPPLIES	113.24
5167795-0	OFFICE SUPPLIES	102.01



Invoice	Description	Invoice/Amount
5187469-0	PARKS OFFICE SUPPLIES	8.75
5186658-0	PARKS OFFICE SUPPLIES	16.92
5146987-0	OFFICE SUPPLIES	194.81
5185942-0	JANITORIAL SUPPLIES	144.46
5196379-0	OFFICE SUPPLIES	386.61
5185940-0	PAPER TOWEL DISPENSER	72.23
5194693-0	OFFICE SUPPLIES	113.85
5196507-0	OFFICE SUPPLIES/TONER/DRUM	217.77
5199000-0	OFFICE SUPPLIES	36.83
C5183891-0	REFUND HAND SOAP/GEL	-120.32
5197504-0	VH JANITORIAL SUPPLIES	532.14
5199463-0	JANITORIAL SUPPLIES	278.99
5204582-0	OFFICE SUPPLIES & BREAKROOM SUPPLIES	540.31
5204582-0	OFFICE SUPPLIES & BREAKROOM SUPPLIES	187.80
5204582-0	OFFICE SUPPLIES & BREAKROOM SUPPLIES	24.07
5204582-0	OFFICE SUPPLIES & BREAKROOM SUPPLIES	24.06
	Check Date 4/6/2022 Total For Check # 112344	3,089.41
WEST CENTRAL M	IUNICIPAL CONFERENCE	
0010205-IN	EAP 2022	231.12
0010205-IN	EAP 2022	173.34
0010205-IN	EAP 2022	385.20
0010205-IN	EAP 2022	38.52
0010205-IN	EAP 2022	481.50
0010205-IN	EAP 2022	77.04
0010205-IN	EAP 2022	77.04
0010205-IN	EAP 2022	77.04
0010205-IN	EAP 2022	38.52
0010205-IN	EAP 2022	38.52
0010205-IN	EAP 2022	134.82
0010205-IN	EAP 2022	134.82
0010205-IN	EAP 2022	38.52
0010205-IN	EAP 2022	19.26
0010205-IN	EAP 2022	77.04
0010205-IN	EAP 2022	115.56
0010205-IN	EAP 2022	885.96
	Check Date 4/6/2022 Total For Check # 112345	3,023.82



Invoice	Description	Invoice/Amount		
WEX HEALTH INC				
1491063-IN	FSA MONTHLY-FEB22	80.75		
	Check Date 4/6/2022 Total For Check # 112346	80.75		
WILLOWBROOK FO	ORD INC			
6368104-1	VEHICLE MAINTENANCE- BRAKES SQUAD 40	477.65		
5156653	SPARK PLUGS, INTAKE GSKT, PCV	77.24		
	Check Date 4/6/2022 Total For Check # 112347	554.89		
WODKA, MARK				
JAN22	MILEAGE COURT REIMB-JAN22	63.27		
040422	TUITION REIMB	1,363.20		
	Check Date 4/6/2022 Total For Check # 112348	1,426.47		
YOUNG REMBRANDTS				
1911	YOUNG REMBRANDTS SPRING 2022	75.00		
	Check Date 4/6/2022 Total For Check # 112349	75.00		
	Total For ALL Checks	757,295.84		



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	405,717.80
CAPITAL PROJECTS FUND	400	246,708.75
WATER & SEWER OPERATIONS FUND	600	65,773.50
ESCROW FUND	720	27,850.00
PAYROLL REVOLVING FUND	740	10,359.83
LIBRARY OPERATIONS	900	885.96
	TOTALS:	757,295.84

END OF REPORT



AGENDA ITEM # 4 (C) REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

Consent Agenda - EPS

SUBJECT:

Contract Extension – Clarke Environmental Mosquito Management

MEETING DATE:

April 12, 2022

FROM:

John Finnell, Superintendent of Parks and Forestry

Garrett Hummel, Management Analyst

Recommended Motion

Award year three of the three year contract with Clarke Environmental Mosquito Management, Inc. for annual mosquito abatement services in an amount not to exceed \$55,496.

Background

The Village awarded a three (3) year contract to Clarke Environmental Mosquito Management, Inc. on January 28, 2020.

These services include multiple treatments of the Village's 1,705 catch basins and inlets to minimize mosquito breeding, larval monitoring at twenty-four (24) sites and installation/maintenance of traps to monitor and evaluate adult mosquito activity. Additional services include inspections of trouble areas requested by residents, access to the mosquito hotline, public relations, and educational brochures.

Discussion & Recommendation

Clarke Environmental Mosquito Management, Inc. has provided the Village professional services for mosquito abatement in the past. There have been no issues and no resident complaints with these services. The Public Services Department recommends proceeding with the approval of Year 3 of the mosquito abatement contract.

Budget Impact

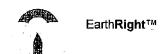
The Calendar Year 2022 Budget includes \$55,496 allocated to the Public Services budget line item 4100-7255 for mosquito abatement services.

Village Board and/or Committee Action

This item is included on the Consent Agenda as a routine item, as it meets the criteria specified in the meeting policy; purchases that are in the approved budget, within budget and under \$100,000.

Documents Attached

1. Service agreement with Clarke Environmental Mosquito Management, Inc. for mosquito abatement services for 2020-2022.



Clarke Environmental Mosquito Management, Inc., Professional Services Outline for 2020-2022 Village of Hinsdale EarthRight™ Program

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Hinsdale additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
 - The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods.
- B. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP® technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Hinsdale to monitor and evaluate adult mosquito activity.
 - 3. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 17 inspections
 - 1. Fourteen (14) complete inspections of up to 24 sites as outlined by most recent Clarke GIS Survey.
 - Three (3) targeted inspections of up to 15 known Culex spp. breeding areas as determined by the computerized Clarke Targeted Mosquito Management System[™].
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- Prescription Larval Control will be performed with NatularTM mosquito larvicide as described in the following sections.
 - 1. Larval Control: The program provides for 51 acres of single brood or 30 day residual product with backpack or hand equipment.
 - 2. Larval Control: Stocking of 1,000 mosquito fish or minnows for biological control.



Earth**Right**™

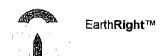
- 3. Catch Basins: One treatment of up to 1,705 catch basins, inlets and manholes using an extended residual slow release insecticide (NatularTM) for up to 180 day control.
- Catch Basins: One treatment (Booster) of up to 1,705 catch basins, inlets and manholes using an extended residual slow release insecticide (NatularTM T30) for late season control.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 - 1. As authorized by the Village of Hinsdale, scheduled truck Ultra Low Volume (ULV) treatments using Merus[™] a botanical insecticide (pyrethrin) for any community special events will be charged at \$385.00.
- B. Adulticiding in Residential Areas:
 - As authorized by the Village of Hinsdale, community-wide truck ULV treatments of up to 74.7 miles of streets using Merus[™] a botanical insecticide (pyrethrin). Any authorized applications will be priced at \$5,976.00 per treatment.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2020-2022 EarthRight™ Payment Total Price for Parts I, II, III, IV** \$55,496.00

**NPDES Permit: A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



Clarke Environmental Mosquito Management, Inc., Client Agreement Authorization for 2020-2022 Village of Hinsdale EarthRight™ Program

I. Program Payment Plan: For Parts I, II, III, and IV as specified in the 2020-2022 Professional Services Price Outline, the total for the 2020-2022 program is \$55,496.00. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

PROGRAM PAYMENT PLAN

Month	2020	2021	2022
June 1	\$13,874.00	\$13,874.00	\$13,874.00
July 1	\$13,874.00	\$13,874.00	\$13,874.00
August 1	\$13,874.00	\$13,874.00	\$13,874.00
September 1	\$13,874.00	\$13,874.00	\$13,874.00
TOTAL	\$55,496.00	\$55,496.00	\$55,496.00

For Villa	ge of Hinsdale:			, ,
Sign Na	me: La Court	_/Title:	VILLAGE RESIDENT Date:	1/28/20
For Clar	ke Environmental Mosqu	uito Mana	agement, Inc.:	
Name:	They Clay	Title:	Key Accounts Manager Date:	9/24/2019
	Fmily Glasherd			

VILLAGE OF Linadale

AGENDA ITEM # 9c

REQUEST FOR BOARD ACTION Public Services & Engineering

AGENDA SECTION:

Consent Agenda

SUBJECT:

KLM Lodge Ductwork Replacement Project

MEETING DATE:

April 12, 2022

FROM:

Heather Bereckis, Superintendent of Parks & Recreation

Garrett Hummel, Management Analyst

Recommended Motion

Ratify the proposal from DeKalb Mechanical for the KLM Lodge Ductwork Replacement Project in an amount not to exceed \$60,000.

Background

The Lodge at KLM Park is rented for private events such as weddings, memorial services, and a variety of other social activities. The dining room of the Lodge has been experiencing minor leaks through the ductwork since 2016 that maintenance staff would address. As time has progressed, these leaks have become more frequent and impactful. Leaks occur with any rain, snow, and excessive heat due to the use of the air conditioner.

Maintenance staff determined they were no longer able to effectively mitigate the problem and brought an HVAC professional in to review the issue and recommend a solution. They indicated that the leaks are a result of the deterioration of the existing ductwork, seams, joints, and flashing above the dining room. The majority of the ductwork for the Lodge's HVAC system is externally located on the roof of the building.

Due to the ductwork being located outside, it was recommended to replace the existing ductwork with Thermaduct's insulated round product line. The insulation will help prevent water from infiltrating the ductwork, while the round shape will better prevent rainwater from pooling on top of the ductwork.

Discussion & Recommendation

Public Services sought proposals from certified installers of the Thermaduct product. Their proposals are listed in the table below:

Vendor	Proposal	Over/Under Budget
DeKalb Mechanical	\$53,250	-\$6,750
Sun Ray Heating	\$65,000	\$5,000
The Hill Group	\$65,074	\$5,074
Southwest Town Mechanical	\$103,147	\$43,147

The lowest proposal was submitted by DeKalb Mechanical in the amount of \$53,250. The proposed work includes demolition of the existing ductwork and installation of insulated round style ductwork, seamless joints and flashing. The Village has contracted with DeKalb Mechanical on previous projects including the Police/Fire Station addition. Staff was pleased with their work on prior Village projects. Staff recommends accepting the proposal by DeKalb Mechanical.

Due to material lead time concerns and possible scheduling conflicts at the Lodge, staff contacted the Village President and the Chairman of the EPS Committee and requested verbal authorization to allow

REQUEST FOR BOARD ACTION



DeKalb Mechanical to place the order for the project materials in advance of the Village Board Meeting. Authorization to place the order was given by the Village President and Chairman.

Budget Impact

Included in the CY2022 CIP Budget (6400-7901) is \$60,000 for the ductwork replacement project at KLM Lodge. DeKalb Mechanical's proposal of \$53,250 is \$6,750 under budget.

In addition to the ductwork replacement on the roof, there is flex duct located in the ceiling that may need replacement. Unfortunately, the contractors were not able to ascertain if the flex duct needs replacement until the project is underway and the ceiling is opened up. Maintenance staff estimates replacement of the flex duct would be around \$5,000. Because of this possible additional expense, staff is requesting authority to spend up to the budgeted amount of \$60,000.

Considering the Village's prior experience working with DeKalb Mechanical and the project cost being under budget, Public Services staff recommends accepting DeKalb Mechanical's proposal.

Village Board and/or Committee Action

N/A

Documents Attached

- 1. DeKalb Mechanical Proposal
- 2. CIP Project Page
- 3. Thermaduct Product Sheet



Proposal 03/02/2022

Sheet Metal ♦ HVAC ♦ Refrigeration

Subject:	Roof	duct	repla	acen	nent
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KLM Lodge 5901 S. County Line Rd

Hinsdale, IL. 60521

Attn: Jim Piontkowski

We propose the following:

Remove metal ductwork on the roof and dispose.

Provide and install R12 Thermaduct to replace all the ductwork and tie into curbs, RTU and return.

All supports for the Thermaduct would sit on the roof to support the ductwork.

All Thermaduct will be watertight

Thermaduct has a 10-year warranty

Total cost material and labor to install: \$53,250.00:

We would need weather above 50 degrees to install.

*All work must be completed before June 2022

Exclusions to quote: permits or associated fees, Electrical and low voltage, wiring of any kind, liquidated damages, temp heat, overtime or shift work, anything not covered under scope.

INSTALLED NET PRICE () TERMS: Balance upon Completion			
Acknowledged	on this	day of	2022	
Accepted By:	Proposed By	Scott Johnson / DeKalb	Mechanical (815) 739-1243	
" This Proposal is for acceptan	ce within 30 days ,after which it i	s subject to change withou	ut notice ."	

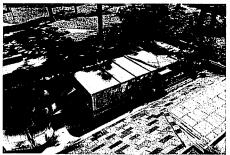






Lodge air returns leaking





Current Ductwork

Project Description & Justification

The Lodge at KLM Park is rented for private events such as weddings, memorial services, and a bevy of other social activities. The roof over the dining room of the Lodge has been experiencing minor leaks since 2016, that maintenance staff would address. As time has progressed, these leaks have become more frequent and impactful. Leaks occur with any rain that happens, snow, and excess heat due to the use of the air conditioner. Maintenance staff are no longer able mitigate the problem effectively and brought a HVAC professional in to review. They indicated that the existing ductwork, seams, joints, and flashing that sit above the dining room are deteriorating and need replaced. The proposed work would include a round style ductwork, and seamless joints and flashing. This issues incredibly impactful to the events the Lodge hosts. Some of the leaking areas sit directly above dining tables and near electrical components (as pictured).

Project Update

Project Alternative

The alternative is to delay the project and reschedule the project during later years.

The same

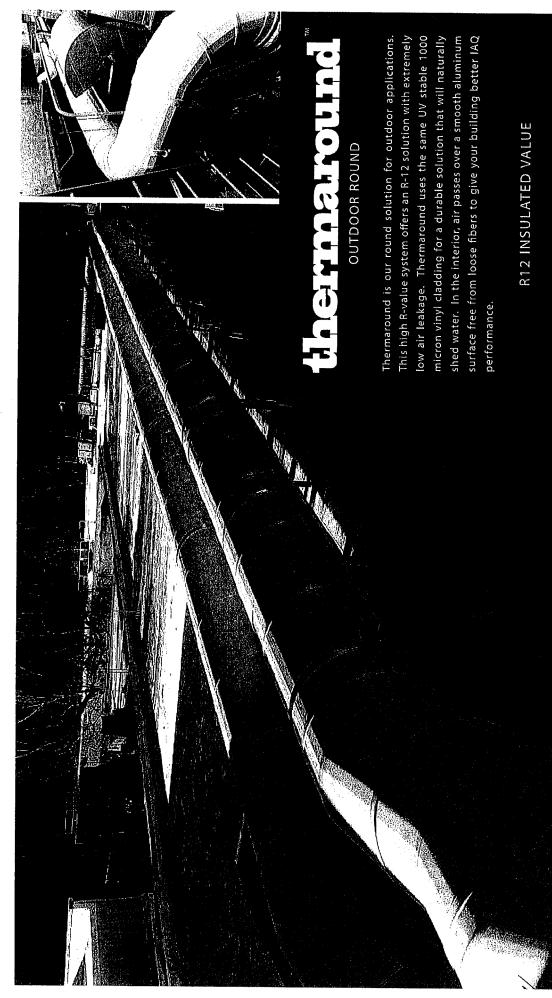
HIGH EFFICIENCY AIR DISTRIBUTION

thermaround instruction

(in)spiralR FLOVAL

OUTDOOR DUCT SOLVED

AIR DISTRIBUTION SOLVED



NATURALLY SHEDS WATER

1000 MICRON, UV STABLE VINYL CLADDING

CLOSED CELL INSULATION

NEAR ZERO AIR LEAKAGE

10 YEAR LIMITED WARRANTY

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AGENDA ITEM # 9 L

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Alley vacation east of 815 South Monroe Street

MEETING DATE: April 12, 2022

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 815 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$13,500."

Background

The resident at 815 South Monroe 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. The alley has previously had vacations approved. 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. 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 across 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 \$24.32 per square foot. The property to be vacated contains an area of +/-552 square feet. The total appraised value of the property is \$13,500.

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 815 South Monroe Street in the Village of Hinsdale, DuPage and Cook Counties, Illinois" at a purchase price of \$13,500.
- 2. Appraisal Report, An 8.5' x 65' portion of the unnamed alley situated east and adjoining 815 South Monroe Street, Hinsdale, Illinois.

VILLAGE OF HINSDALE

ORDINANCE NO.	

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND ADJOINING 815 SOUTH MONROE 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 815 South Monroe Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-422-004 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:

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

<u>Section 2</u>. <u>Vacation of Unimproved Alley</u>. Pursuant to the terms of this Ordinance, the Village shall vacate a rectangular portion approximately 8.5' x 65' of the unimproved alley situated east of and adjoining 815 South Monroe Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 89, 90, and the south 15-feet of Lot 91 in Fordham and Means Resubdivision of Block 25 in Stough's Second Addition to the Village of Hinsdale, being a subdivision in the Southeast 1/4 of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

P.I.N. 09-11-422-004

- **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 815 South Monroe Street, Hinsdale, Illinois upon the payment of thirteen thousand five hundred dollars (\$13,500.00) 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.
- <u>Section 6</u>. <u>Execution of Documents</u>. 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.
- <u>Section 7</u>. <u>Severability and Repeal of Inconsistent Ordinances</u>. 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.

law.	oval, and publication in pam	phlet form in the manner provided
PASSED this 5th day AYES:	of <u>April</u> , 2022.	
NAYES:		
ABSENT:		
APPROVED this	day of	, 2022
	Thomas C	Paulou Villaga Dussidant
ATTEST:	Thomas C	auley, Village President
ATTEST.		

APPRAISAL REPORT

AN 8.5 X 65' PORTION OF THE UNIMPROVED ALLEY SITUATED EAST AND ADJOINING 815 SOUTH MONROE 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

February 8, 2022

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

Re: Appraisal of an 8.5'x 65'portion of unimproved alley situated east and adjoining 815 South Monroe 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 February 4, 2022, which is the effective date of this valuation.

The property consists of an 8.5' by 65' portion of unimproved alley located east and adjoining 815 South Monroe Street, Hinsdale, Illinois. It contains 552 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 February 4, 2022 was

THIRTEEN-THOUSAND FIVE-HUNDRED DOLLARS (\$13,500)

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.

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: February 4, 2022

EFFECTIVE DATE OF VALUE: February 4, 2022

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.

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 \$1,210,613, which is 2.7% higher than the prior 12-month average sale price of \$1,178,784. This is a small increase and the current trend is toward a stabilization in values.

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 8.5' of a 17' wide unimproved alley. It has a width of 65', which is equal to the width of the adjoining residence located at 815 South Monroe Street. It is rectangular in shape and has a calculated area of 552 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.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 65' 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 2021 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 an 8.5' x 65' 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.

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 \$55.03 per square foot.
- 2. **243 South Bodin Street, Hinsdale** was reported sold in October 2020 for \$490,000. This is a 72' by 133.5' foot parcel zoned R-4, containing 9,612 square feet. The sales price was equal to \$50.98 per square foot.
- 3. **322** West 2nd Street, South Adams Street, Hinsdale was reported sold in March 2021 for \$450,000. This is a 62.6' by 141' x 62' x 127' parcel zoned R-4, containing 8,276 square feet. The sale price was equal to \$54.37 per square foot.
- 4. 837 South Stough Street, Hinsdale was reported sold in November 2019 for \$480,000. This is a 64' by 134.4' parcel zoned R-4, containing 8,602 square feet. The sale price was equal to \$55.80 per square foot.

Commentary

No adjustments for time were warranted as market conditions have stabilized over the past year. The cited 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. They sold from \$50.98 to \$55.80 per square foot and averaged \$54.05 per square foot for a buildable site.

The subject consists of a 552 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 \$54.05 average value of a buildable site or \$24.32 per square foot is indicated.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$24.32 per square foot is indicated for the subject property.

552 square feet @ \$24.32 per square foot =

\$13,425

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$13,500 (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 February 4, 2022 was

THIRTEEN-THOUSAND FIVE-HUNDRED DOLLARS (\$13,500)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (Exp. 9/30/23)

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.

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.

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. 9/30/23)

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.

ADDENDUM

Sidwell Map

SIDWELL MAP (Subject Shaded in Red)





AGENDA ITEM # 100
REQUEST FOR BOARD ACTION

Administration

AGENDA SECTION: Second Reading - EPS

SUBJECT: Approve Purchase of Outdoor Dining Planter Boxes

MEETING DATE: April 12, 2022

FROM: Trevor Bosack, Assistant to the Village Manager

Recommended Motion

Waive the bid process and approve the purchase of planter boxes to be used in the Central Business District (CBD) for outdoor dining from Bohlmann Quality Products, in an amount not to exceed \$55,458.09.

Background

As a response to the COVID-19 pandemic, the Village allowed for certain restaurants in the CBD to utilize the Village's right-of-way (ROW), specifically in parking stalls, to provide outdoor dining. Understanding that the patrons were seated in the ROW, the Village needed to provide a protective barrier from vehicles. Over the past two years, the solution has included the use of jersey barriers.

Discussion & Recommendation

The use of jersey barriers was a temporary measure and feedback received was for the Village to provide a more aesthetically pleasing barrier. The Village explored various solutions including bollard systems, wheel stops, and planter boxes. Of those, the planter boxes have been determined to provide an attractive safety-rated barrier. The life expectancy of these planter boxes is greater than twenty-five (25) years. The Village has reviewed this option with the Village's insurance provider and the Village Engineer.

The purchase provides for 104 total planter boxes. Village staff solicited costs from various manufacturers of planter boxes, but all were more expensive than the quote provided by Bohlmann. Attachment 1 provides the quote by Bohlmann for the rectangular planter boxes at \$645 per planter. A second quote was obtained from another safety-rated planter manufacturer at a cost of \$1,000 per planter. The other manufacturers who responded to the request to provide a proposal indicated that their product either was not safety-rated or required an additional safety measure to meet the Village's safety criteria. Staff recommends accepting the Bohlmann proposal for the purchase of 104 planter boxes.

The planter boxes, as quoted, will be manufactured in a smooth black concrete finish. An example of the appearance, along with other possible colors and finishes are outlined in Attachment 2. The other possibilities include a plain grey concrete and three exposed aggregate options, including tan river rock, grey limestone, and red quartzite.

REQUEST FOR BOARD ACTION



The third attachment, Attachment 3, identifies a draft layout of how the various planter boxes would be placed in the CBD to delineate the outdoor dining areas.

In the event that future modifications are made to the downtown streetscape, the planter boxes have the ability to be repurposed throughout the Village.

Budget Impact

The 2022-2026 Capital Improvement Plan allocates \$150,000 to the Historic Downtown Streetscape / Outdoor Dining line item (1200-7909).

Additionally, the purchase of these items will be included for consideration as an eligible expense in a forthcoming DCEO grant application.

Village Board and/or Committee Action

At the March 15, 2022, Board of Trustees meeting, the Village Board was provided information and updates on the Outdoor Dining program as a discussion item. This item is coming forward as a Second Reading.

Documents Attached

- 1. Quote from Bohlmann Quality Products
- 2. Proposed planter appearance and alternatives
- 3. Proposed planter box layout





Date 4/5/2022 Estimate # BR040522-4

Name / Address	
Village of Hinsdale Kathleen Gargano 19 E Chicago Ave Hinsdale, IL 60521	

Ship To	
Village of Hinsdale Trevor (630) 272-1304 19 E Chicago Ave Hinsdale, IL 60521	

Terms	QR#	Sales Rep
Net 30		BCR

Description	Qty	Rate	Total
P-4830 Bohlmann Rectangular Concrete Security Planter w/ Forklift Knockouts, 48"L x 24"W x 30"H, 1100 lbs Smoth Black Concrete	39	645.00	25,155.00
P-2630R Bohlmann Round Concrete Planter, 26"D x 30"H, 505 lbs - Smooth Black Concrete.	32	444.00	14,208.00
P-2430 Bohlmann Square Concrete Planter, 24"L x 24"W x 27"H, 780 lbs Smooth Black Concrete	33	487.73	16,095.09
Shipping via commercial flatbed, offloading not included.	1	0.00	0.00
	ŀ		
	P-4830 Bohlmann Rectangular Concrete Security Planter w/ Forklift Knockouts, 48"L x 24"W x 30"H, 1100 lbs Smoth Black Concrete P-2630R Bohlmann Round Concrete Planter, 26"D x 30"H, 505 lbs - Smooth Black Concrete. P-2430 Bohlmann Square Concrete Planter, 24"L x 24"W x 27"H, 780 lbs Smooth Black Concrete Shipping via commercial flatbed, offloading not	P-4830 Bohlmann Rectangular Concrete Security Planter w/ Forklift Knockouts, 48"L x 24"W x 30"H, 1100 lbs Smoth Black Concrete P-2630R Bohlmann Round Concrete Planter, 26"D x 30"H, 505 lbs - Smooth Black Concrete. P-2430 Bohlmann Square Concrete Planter, 24"L x 24"W x 27"H, 780 lbs Smooth Black Concrete Shipping via commercial flatbed, offloading not	P-4830 Bohlmann Rectangular Concrete Security Planter w/ Forklift Knockouts, 48"L x 24"W x 30"H, 1100 lbs Smoth Black Concrete P-2630R Bohlmann Round Concrete Planter, 26"D x 30"H, 505 lbs - Smooth Black Concrete. P-2430 Bohlmann Square Concrete Planter, 24"L x 24"W x 27"H, 780 lbs Smooth Black Concrete Shipping via commercial flatbed, offloading not 1 0.00

Thank you. We look forward to working with you.

Subtotal \$55,458.09

Sales Tax (0.0%) \$0.00

Total \$55,458.09

Bohlmann, Inc. sales@bohlmann.com www.bohlmann.com

(712) 263-3743 (712) 263-8077

Signature

Proposed Solution: Smooth Black finish



Other options:



Tan River Rock



Grey Limestone



Red Quartzite



Plain Grey Concrete

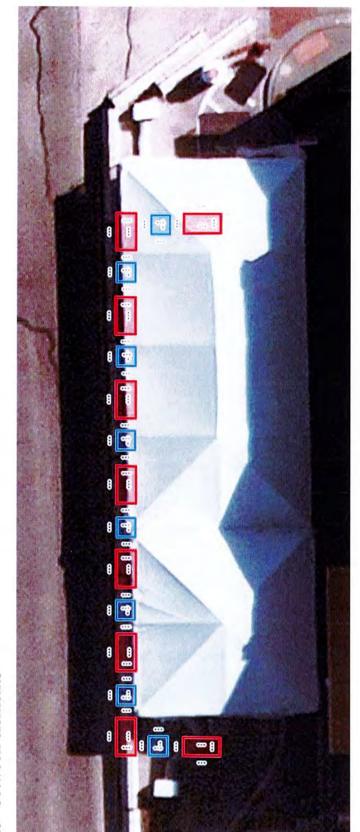


DRAFT Layout for 2022 Outdoor Dining - Planter Box Layout Hinsdale Central Business District

Nabuki - DRAFT planter box layout

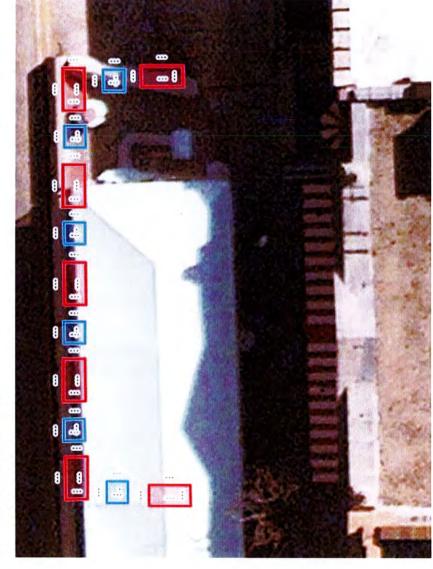
Nine (9) of 24" x 48" x 30" - smooth black rectangular planter boxes

Eight (8) of 24" x 24" x 27" - smooth black square planter boxes



Il Poggiolo - DRAFT planter box layout

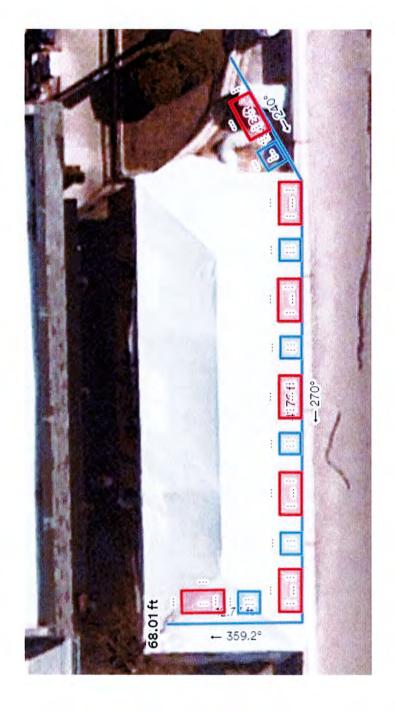
Seven (7) of 24" x 48" x 30" - smooth black rectangular planter boxes Six (6) of 24" x 24" x 27" - smooth black square planter boxes



Fuller House - DRAFT planter box layout

Seven (7) of 24" x 48" x 30" - smooth black rectangular planter boxes

Six (6) of 24" x 24" x 27" - smooth black square planter boxes



Starbucks and Corner Bakery - DRAFT planter box layout

Eight (8) of 24" x 48" x 30" - smooth black rectangular planter boxes

Six (6) of 24" x 24" x 27" - smooth black square planter boxes



Vistro and Sauced - DRAFT planter box layout

Eight (8) of 24" x 48" x 30" - smooth black rectangular planter boxes

Seven (7) of 24" x 24" x 27" - smooth black square planter boxes





Pages - DRAFT planter box layout

of 26" diameter x 30" height - smooth black circular planter boxes Seventeen (17)

Giuliano's and Café La Fortuna - DRAFT planter box layout

Fifteen (15) of 26" diameter x 30" height – smooth black circular planter boxes

Total

39 Rectangle

33 Square

32 circular



AGENDA ITEM # 10 K

Public Services & Engineering

AGENDA SECTION:

Second Read - EPS

SUBJECT:

Bid #1865 – Landscape Maintenance Services

MEETING DATE:

April 12, 2022

FROM:

John Finnell, Superintendent of Parks & Forestry

Garrett Hummel, Management Analyst

Recommended Motion

Award Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the full bid amount of \$201,807.

Background

There are 140 acres of public green space in the Village; 23 acres of Village rights-of-way (ROW) and 117 acres of park grounds. ROW includes cul-de-sacs, passive areas and miscellaneous Village property. The scope of work includes mowing and string trimming of Village ROW and parks. Additional landscape services are performed in Village parks, including mulch installation, playground weeding, sidewalk and parking lot weeding, shrub trimming, planting bed maintenance and spring and fall clean up. In addition to the 140 acres of green space, the Village manages 78 rain gardens in the Woodlands neighborhood. It is the responsibility of the Village to maintain these green spaces in a quality manner that is consistent with surrounding properties. The Village Parking Deck landscaping and maintenance was also added to the contract this year. There are four Assignments in the Landscape Maintenance Contract:

- A- Mowing and string trimming Village ROW and central business district sidewalk weed removal.
- B- Mowing, string trimming, landscape maintenance and additional services in Village parks.
- C- Planting bed maintenance in the Woodland rain gardens.
- D- Mowing, string trimming, landscape maintenance and planting bed maintenance in the Village Parking Deck (newly added in 2022).

All performed services/costs are outlined in the attached bid proposal and bid tabulation.

In January of 2022, Public Services staff solicited sealed bids for landscape maintenance services. Unfortunately, the Village received only one (1) bid, which was \$41,409 over budget. The Village Board rejected bids at the March 1, 2022 Village Board Meeting and instructed staff to rebid the contract. Staff published a new bid on March 4, 2022 and opened sealed bids on March 16, 2022.



Discussion & Recommendation

The Village received three (3) bids from Apex Landscaping, Semmer Landscape, and Beary Landscaping. The low bid of \$201,807 was submitted by Apex Landscaping.

Public Services staff is familiar with Apex Landscaping as they have worked on the Village's tree planting program through the Suburban Tree Consortium. In addition, staff received positive recommendations from Apex Landscaping's references, which included the Villages of Lombard and Addison.

Budget Impact

Included in the Calendar Year 2022 Budget is \$178,200 for landscape maintenance services. The funding is spread out amongst several accounts including Village ROW mowing and rain garden maintenance (4200-7411), Village parks (6300-7411) and the Village Parking Deck (4100-7427). Apex Landscaping's bid price of \$201,807 is \$23,607 over the approved Calendar Year 2022 budgeted amount. Apex Landscaping's bid is detailed below by assignment:

	Line Item 4200-7411	Line Item 6300-7411	Line Item 4200-7411	Line Item 4100-7427	
	ROW Mowing Assignment A	Parks Assignment B	Rain Garden Assignment C	Parking Deck Assignment D	Total
Budget	\$35,000	\$112,000	\$23,000	\$8,200	\$178,200
Bid Result	\$30,414	\$148,067	\$13,995	\$9,331	\$201,807
Net Impact	-\$4,586	\$36,067	-\$9,005	\$1,131	\$23,607

The bid submittal is under budget for Assignments A and C, slightly over budget for the new Assignment D and markedly over budget for Assignment B. As the bid prices are derived from unit prices per service, Public Services staff will closely monitor the Village's landscaping needs throughout the year and look for opportunities for cost savings. Public Services recommends approval of the Apex Landscaping bid.

Village Board and/or Committee Action

Award Bid #1685 for Landscape Maintenance Services to Apex Landscaping in the amount not to exceed the full bid amount of \$201,807.00.

Documents Attached

- 1. Bid Proposal from Apex Landscaping
- 2. Bid Tab from Bid #1685

Village of Hinsdale Bid #1685 – Landscape Maintenance Bid Proposal

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are

Full Name of Bidder

Main Business Address

those named herein; that this Proposal is made without that he has carefully examined the locations of the proposithe Contract Specifications for the above designated vaccepted that he will contract with the Village of Hinsdale these contract documents to provide all necessary maincluding utility and transportation services necessary equipment in the manner and time herein prescribed; an of Insurance specified, and to do all other things required he will take in full payment therefore the sums set forth in	ted work, the proork, and he e in the form of the form of the do all the daccording to of the Contractory.	proposed forms of Agreement and Bonds, proposes and agrees if this Proposal is of the copy of the Agreement included in s, apparatus and other means of work, work and furnish all the materials and othe Contractor's Bonds, and Certificates etor by the Contract documents; and that
If this proposal is accepted and the undersigned shall fail date of the award of contract, and to give the bond for farequired, the Village of Hinsdale, shall at its option, deter thereupon this proposal and acceptance thereof shall accompanying this proposal shall operate and the sam liquidated damages.	ithful perform mine that the II be null an	nance, and all certificates of insurance as bidder has abandoned this contract and id void and the forfeiture of security
Date: <u>3-14-22</u>		Exex Landscaping, The.
(SEAL OF CORPORATION)	ATTEST BY:	Address Huwllvin Woods, It Good F City and State None K Roth
		Client Representative

Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BID BOND

SURETY:

business)

The American Institute of Architects, AIA® Document A310™ (2010 Edition)

40 Wantage Avenue

Branchville, NJ 07890

(Name, legal status and principal place of

Selective Insurance Company of America

CONTRACTOR:

(Name, legal status and address)

Apex Landscaping, Inc. 24414 North Old McHenry Road Hawthorn Woods, IL 60047

OWNER:

(Name, legal status and address) Village of Hinsdale 19 E Chicago Ave Hinsdale, IL 60521

BOND AMOUNT:

5 % Percent of the Total Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Mowing, planting bed care & rain garden maintenance on 140 acres in Village

BondNo.B 1259292

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this	16th	_ day of	March	,2022	
;			Americk and a culture to	White Minn	
	0		Apex Landscaping, Inc (Contractor as Principal)	<u></u>	(Seal)
April K. Rat			Client	POR.	
(Witness)			(Title)		
		CURANCE COMPANY	elective Insurance Co	ompany of America	
		CORPORAZ	Surety)		(Seal)
W D		SEAL SEAL	Cathis M. Z	Demitropoulos	
(Witness)		1926	Title) Cathle M De	mitropoulos,Attorney-in-Fa	act
(5/20)		JERSE!	//	A	310-2010



BE UNIQUELY INSURED 544

Selective Insurance Company of America 40 Wantage Avenue Branchville, New Jersey 07890 973-948-3000

BondNo.B 1259292

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Cathie M Demitropoulos

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: \$1,050,000.00

Signed this 16th day of March, 2022	
	SELECTIVE INSURANCE COMPANY OF AMERICAL
	ORPORAL G
	By: SEAL 1926
	Brian C. Sarisky
	Its SVP, Strategic Business Units, Commercial Divertified
STATE OF NEW JERSEY :	
:ss. Branchville	

COUNTY OF SUSSEX

On this 16th day of March 2022 before me, the undersigned officer, personally appeared Brian Gusarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being himself to be the Sr. Vice President of SICA, and that he was such Sr. Vice President of SICA, and that he was such Sr. Vice President of SICA, and that he was such SICA, and the such S do, executed the foregoing instrument for the purposes therein contained, by signing the name of the compartion by himsel as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. BC2593QTARL

Notary Public

Charlene Kimble NOTARY PUBLIC STATE OF NEW JERSEY ID # N/A MY COMMISSION EXPIRES 6/2/26

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adupted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a

bond, recognizance of conditional undertaking.		
CERTIF	FICATION	ANCE COMPA
I do hereby certify as SICA's Corporate Secretary that the force and effect and this Power of Attorney issued pursuant to Signed this 16th day of March 2022.		
	Michael H. Lanza, SICA Corporate Secretary	MEN JERSE

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper B91 (4-14) right-hand corner of this Power of Attorney, contact us at 973-948-3000.



Selective Insurance Company of America
40 Wantage Avenue Branchville, New Jersey 07890
973-948-3000

BondNo.B 1259292

STATEMENT OF FINANCIAL CONDITION

Federal Bid

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2020:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in the	ousands)
Bonds	\$1,855,333	Reserve for losses and loss expenses	\$1,177,906
Preferred stocks at convention value	15,987	Reserve for unearned premiums Provision for unauthorized	463,277
Common stocks at convention values Subsidiary common stock at	99,311	reinsurance Commissions payable and	918
convention values	0	contingent commissions	33,303
Short-term investments Mortgage loans on real estate	96,406	Other accrued expenses	29,157
(including collateral loans)	58,676	Other liabilities	<u>396,327</u>
Other invested assets	129,613	Total liabilities	2,100,888
Interest and dividends due or accrued	14,867		
Premiums receivable	415,446	Surplus as regards policyholders	<u>739,406</u>
Other admitted assets	<u>154,655</u>	Total liabilities and surplus as	
Total admitted assets	2,840,294	regards policyholders	2,840,294

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and aff

day of March, 2021.

Michael H. Lanza

SICA Corporate Secretary

STATE OF NEW JERSEY:

:ss. Branchville

COUNTY OF SUSSEX

On this 31st_day of March_2021, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

NOTAAL AUBLIC

DIANE MERCER
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 17, 2022

Notary Public

My Commission Expires:

Assignment A Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
A1	ADAMS @ OGDEN	\$5	34	\$170
A2	BITTERSWEET & COLUMBIA	\$5	34	\$170
А3	BRUSH HILL	\$80	34	\$2,720
A4	BURLINGTON AND STOUGH	\$5	34	\$170
A5	CHARLESTON RD	\$36	34	\$1,224
A6	CHESTNUT ST. PARKING LOT	\$5	34	\$170
Α7	CHICAGO & PRINCETON	\$15	34	\$510
A8	CHICAGO GARFIELD-ELM	\$15	34	\$510
A9	COUNTY LINE COURT	\$5	34	\$170
A10	DALEWOOD ISLAND	\$5	34	\$170
A11	HINSDALE GARFIELD-STOUGH	\$58	34	\$1,972
A12	JACKSON ST. CUL-DE-SAC	\$15	34	\$510
A13	LINCOLN LOT	\$5	34	\$170
A14	MADISON @ OGDEN	\$15	34	\$510
A15	MILLS – THE LANE NORTH	\$34	34	\$1,156
A16	NORTH HIGHLAND STATION	\$26	34	\$884
A17	PARKWAYS @ HMS	\$5	34	\$170
A18	POLICE/FIRE BUILDING	\$5	34	\$170
A19	PUBLIC WORKS GARAGE	\$5	34	\$170
A20	RAVINE & COUNTY LINE	\$5	34	\$170
A21	RAVINE & OAK	\$5	34	\$170
A22	SYMONDS DRIVE	\$12	34	\$408
A23	VILLAGE LOT	\$12	34	\$408
A24	WASHINGTON @ OGDEN	\$12	34	\$408
A25	WASHINGTON CIRCLE	\$15	34	\$510
A26	WASHINGTON LOT	\$5	34	\$170
A27	WATER PLANT	\$54	34	\$1,836
A28	WEST HINSDALE STATION	\$10	34	\$340
A29	WEST OF POST CIRCLE	\$5	34	\$170
A30	WOODLAND DRIVE ISLANDS	\$15	34	\$510
A31	WOODSIDE & COLUMBIA	\$18	. 34	\$612
A32	YORK & WALKER	\$12	34	\$408
A33	FULLER EASEMENT	\$5	34	\$170
A34	ELM ROW 9TH-55TH	\$5	34	\$170
A35	JACKSON HINSDALE AVE-8TH	\$55	34	\$1,870
A36	COLUMBIA 1ST-3RD	\$50	34	\$1,700
A37	1ST & PRINCETON	\$12	34	\$408
A38	3RD & PRINCETON	\$12	34	\$408
A39	4TH ST ISLANDS	\$12	34	\$408
A40	6TH & PRINCETON	\$12	34	\$408

A41	7TH & HARDING	\$12	34	\$408
A42	7TH & WILSON	\$12	34	\$408
A43	CLAY AND 8TH	\$12	34	\$408
A44	VINE AND 8TH	\$12	34	\$408
A45	OAK @ 9TH	\$12	34	\$408
A46	STOUGH AND 9TH	\$12	34	\$408
A47	59TH GIDDINGS – ELM	\$12	34	\$408
A48	STOUGH AND RT 83	\$12	34	\$408
A49	"806" FRANKLIN	\$5	34	\$170
A50	TAFT & 55TH	\$18	34	\$612
A51	CHESTNUT CUL-DE-SAC	\$5	34	\$170
A52	BRUSH HILL TRAIN STATION	\$5	34	\$170
A53	CLEVELAND CUL-DE-SAC	\$5	34	\$170
	CENTRAL BUSINESS DISTRICT HARD		**************************************	
CBD	SURFACE CLEANING	\$250	10	\$2,500

ANNUAL TOTAL FOR ASSIGNMENT A	\$30,414
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

Assignment B Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
B1	Brook Park	The afficiency of the control region is 1990 to 1990 to 1990 the properties of the state of the		The control of the second seco
	Mowing	\$158	34	\$5,372
	String Trim	inc	34	
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
B2	Burlington Park			
	Mowing	\$97	34	\$3,298
	String Trim	inc	34	
	Spring Clean Up 1	\$280	1	\$280
	Mulch Installation 2	\$400	2	\$800
	Planting Bed Maintenance	\$30	20	\$600
	Hard Surface Cleaning	\$10	20	\$200
	Shrub Trimming 1	\$600	1	\$600
**************************************	Fall Clean Up 1	\$340	1	\$340
В3	Burns Field		the difference of the Community of the C	The second secon
	Mowing	\$175	34	\$5,950
The second secon	String Trim	inc	34	TO THE RESIDENCE OF THE PARTY O
	Mulch Installation 1	\$625	1	\$625
	Planting Bed Maintenance	\$35	10	\$350
	Playground Maintenance	\$20	10	\$200
and a state of the section of the second of	Hard Surface Cleaning	\$20	10	\$200
B4	Dietz Park			
	Mowing	\$49	34	\$1,666
	String Trim	inc	34	TO THE PROPERTY OF THE PURPOSE OF THE PROPERTY OF THE PROPERTY OF THE PURPOSE OF
	Playground Maintenance	\$20	10	\$200
TTT TTT VENTALE THE SOUTH (A) A Section (A)	Hard Surface Cleaning	\$20	10	\$200
B5			record and the inches of the second second of the second s	**
В6	Ehret Park	THE PERSON OF TH		and the residence of the second of the secon
	Mowing	\$40	34	\$1,360
	String Trim	inc	34	The state of the s
	Planting Bed Maintenance	\$25	10	\$250
	**Butterfly Garden		menganinan ang mena marang se anga dana marang se anga at a a a a a a a a a a a a a a a a a	A CONTROL OF THE PARTY OF THE P
B7	Eleanor's Park	*** A VERNA TO THE LAST A VERNA TO A VERNA TO A VERNA PROPERTY AND A VERNA PROPERTY AND A VERNA	Commence of the first test for the second of the second of the second of the second property of the second of the	The state of the s
	Mowing	\$40	34	\$1,360
	String Trim	inc	34	
	Planting Bed Maintenance	\$110	10	\$1,100
	Hard Surface Cleaning	\$20	10	\$200
B8	Highland Park		***************************************	
	Mowing	\$140	34	\$4,760
	String Trim	inc	34	7 17, 00
	Mulch Installation 1	\$750	1	\$750
	Planting Bed Maintenance	\$25	10	\$250
	Hard Surface Cleaning	\$20	10	\$200
	The state of the s	720	ΤΟ	3200

B9	Hinsdale Community Pool	The first one for the second of the second o		en e
	Mowing	\$120	34	\$4,080
	String Trim	inc	34	
	Spring Clean Up 1	\$480	1	\$480
	Mulch Installation 1	\$1,000	1	\$1,000
	Planting Bed Maintenance	\$50	20	\$1,000
	Hard Surface Cleaning	\$20	20	\$400
	Shrub Trimming	\$650	1	\$650
THE SECRETARY OF PROPERTY OF SECRETARY OF	Fall Clean Up	\$480	1	\$480
B10	Melin Park			Y 155
	Mowing	\$105	34	\$3,570
infragilianianis or many supervision.	String Trim	inc	34	
Miningraph to the Province of Section 2.	Playground Maintenance	\$20	10	\$200
nekamiyekangangan dana ramang parade tran	Hard Surface Cleaning	\$20	10	\$200
B11	Memorial Building		No. 201 Mar. 112 at 1 March Book agr. 1447 at 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	THE THE COLUMN THE PROPERTY OF
***************************************	Mowing	\$178	34	\$6,052
	String Trim	inc	34	Ŧ -/
	Spring Clean Up	\$531	1	\$531
	Mulch Installation	\$800	2	\$1,600
***************************************	Planting Bed Maintenance	\$40	20	\$800
	Hard Surface Cleaning	\$20	20	\$400
	Shrub Trimming	\$1,140	1	\$1,140
	Fall Clean Up	\$708	1	\$708
B12	Peirce Park	7,00	***************************************	7700
THE STREET WAS ALSO TO ST.	Mowing	\$235	34	\$7,990
	String Trim	inc	34	77,550
	Playground Maintenance	\$20	10	\$200
	Hard Surface Cleaning	\$20	10	\$200
B13	Robbins Park	720		7200
	Mowing	\$450	34	\$15,300
	String Trim	inc	34	713,300
	Playground Maintenance	\$40	10	\$400
er der i degree de compression de la compression della compression de la compression de la compression de la compression della compression	**2 playgrounds	340	TO	\$400
***************************************	Hard Surface Cleaning	\$20	10	\$200
B14	Stough Park	320	10	\$200
B14	Mowing	\$170	24	¢F 790
	String Trim	inc	34	\$5,780
***************************************	Playground Maintenance	**************************************	34	¢200
	The first the control of the control	\$20	10	\$200
D1F	Hard Surface Cleaning Veeck Park	\$20	10	\$200
B15		č200	40	440.500
	Mowing	\$300	42	\$12,600
	String Trim	inc		
	Spring Clean Up	\$468	1	\$468
***************************************	Mulch Installation	\$55	1	\$55
	Planting Bed Maintenance	\$685	10	\$6,850

	Hard Surface Cleaning	\$20	10	\$200
- Marie Marie	Shrub Trimming	\$535	1	\$535
	Fall Clean Up	\$624	1	\$624
	Playground Maintenance	\$20	10	\$200
B16	Woodland Park		>1 \100 \100 \100 \100 \100 \100 \100 \1	The same of the sa
a demonstration of the second second	Mowing	\$114	34	\$3,876
	String Trim	inc	34	Annual for Francisco (1910) - Court management annual annu
B17	Katherine Legge Memorial	Market produce a second residence of the contract of	,	
	General			** Tank Albert 1: Annual 2: 17: 17 Annual 2: 17: 7 Annual 2: 18: 18: 18: 18: 18: 18: 18: 18: 18: 18
and an income of some a country as the object of	Mowing	\$875	34	\$29,750
***************	String Trim	inc	34	annesse sacramente communication of the second section of the
	Playground Maintenance	\$40	10	\$400
	**2 playgrounds		er omgeverningen en enterenbergheid der enterferent i di di de til enterförfette differette ute	
***************************************	Spring Clean Up	\$250	1	\$250
**************	Mulch Installation (see below)	\$600	1	\$600
that the contraction of the contraction the	Planting Bed Maintenance	\$25	34	\$850
T China an Color same Santan C. of A	**Lodge Foundation			
	Lodge Patios	11 m (m m m m m m m m m m m m m m m m m	*************************************	THE LOCAL COLUMN ASSESSMENT OF THE PROPERTY OF THE COLUMN TO THE COLUMN TO SERVICE OF THE COLUMN TO SERVICE OF
THE PERSON NAMED IN A SOCIETY OF PERSONS ASSESSED.	**Park Entrance		Annual Control of the	raminates (p. 1835 de aminis estados de produciones de cintro (per producto de producto de producto de constituido de constitu
	Hard Surface Cleaning	\$20	34	\$680
and he gasepegar indicates passed and	Shrub Trimming	\$225	2	\$450
	Fall Clean Up	\$375	1	\$375
	Platform Tennis			
	Spring Clean Up	\$250	1	\$250
	Planting Bed Maintenance	\$25	10	\$250
ne nervicioner (pr. 1176), capital cincinna n	**4 berms		N. Mary Carlot Control of the Contro	
	Hard Surface Cleaning	\$20	10	\$200
**************************************	**By entrance sign			
	Fall Clean Up	\$375	1	\$375
	Montessori School	TOTAL STATE OF THE		
	Spring Clean Up	\$250	1	\$250
	Planting Bed Maintenance	\$20	10	\$200
*****************	Hard Surface Cleaning	\$20	10	\$200
arthitichagus group an ar ar ag	Shrub Trimming	\$160	2	\$320
	Fall Clean Up	\$375	1	\$375
B18	Oak Street Bridge Park		CONTROL COMMON AND AND AND AND AND AND AND AND AND AN	
arin communication and colors or	Mowing	\$28	34	\$952
	String Trim	inc	34	
	Planting Bed Maintenance	\$20	10	\$200
B19	Burlington Park Wall			· · · · · · · · · · · · · · · · · · ·
	Spring Clean Up	\$65	1	\$65
	Mulch Installation	\$130	1	\$130
	Planting Bed Maintenance	\$20	10	\$200
	Fall Clean Up	\$65	1	\$65

ANNUAL TOTAL FOR ASSIGNMENT B			
(SUM OF "ESTIMATED ANNUAL PRICE" COL	UMN)		

Assignment C

Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
С	WOODLAND RAIN GARDENS			
	String Trim	\$145	8	\$1,160
	Spring Clean Up	\$1,710	1	\$1,710
	Pre-emergent Herbicide Application	\$2,045	1	\$2,045
	Planting Bed Maintenance	\$865	8	\$6,920
	Shrub Trimming	\$450	1	\$450
	Fall Clean Up	\$1,710	1	\$1,710

ANNUAL TOTAL FOR ASSIGNMENT C	\$13,995
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

Assignment D

Annual Proposal

SITE#	LOCATION ESTIMATED	UNIT PRICE	ESTIMATED QUANTITY	ESTIMATED ANNUAL PRICE
D	VILLAGE PARKING DECK			
	Mowing	\$124	34	\$4,216
	String Trim	· inc	34	
	Spring Clean Up	\$205	1	\$205
	Planting Bed Maintenance	\$45	20	\$900
	Watering	\$200	18	\$3,600
	Shrub Trimming	\$205	1	\$205
	Fall Clean Up	\$205	1	\$205

ANNUAL TOTAL FOR ASSIGNMENT D	\$9,331
(SUM OF "ESTIMATED ANNUAL PRICE" COLUMN)	

CONTRACT PRICES

ITEM NO	ITEMS	AMOUNT	
1	ASSIGNMENT A		or the control of the same of
	(ANNUAL PRICE)	\$30,414	
2	ASSIGNMENT B		was w. assignapss //
	(ANNUAL PRICE)	\$148,067	
3	ASSIGNMENT C		***************************************
	(ANNUAL PRICE)	\$13,995	
4	ASSIGNMENT D		
	(ANNUAL PRICE)	\$9,331	
TOTAL CO	ONTRACT PRICE	\$201,807	
(TOTAL F	OR ASSIGNMENTS A, B, C and D)		

Total contract price: Two hundred one eight builded geven	Dollars and	ho/100 5 Cents
(in writing)	_	(in writing)

The Village reserves the right to award the contract and execute all tasks or specific tasks in the three (3) assignments if deemed to be in its best interest to do so.

Bid #1685 - Landscape Maintenance Services Bid Tabulation

	Village of Hinsdale			
BID NUMBER:		1685		
PROJECT NAME:		Landscape Maintenance		
DATE		3/16/22		
		Apex Landscaping	Semmer Landscape	Beary Landscaping
		24414 N. Old McHenry Road	1000 W 94th St Chicago, IL 60620	4627 Elm Ave Brookfield IL 60513
	Calendar Year 2022	Hawthorn Woods, IL)	
Assignment A	\$35,000.00	_	\$33,166.00	\$35,954.00
Assignment B	\$112,000.00	\$148,067.00	\$151,742.00	\$153,008.00
Assignment C	\$23,000.00	\$13,995.00	\$15,700.00	\$28,278.00
Assignment D	\$8,200.00	\$9,331.00	\$10,095.00	\$3,500.00
Total	\$178,200.00	\$201,807.00	\$210,703.00	\$220,740.00



AGENDA ITEM # 100

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

Second Reading - EPS

SUBJECT:

Veeck Park CSO Facility Backup Generator Emergency Repair

MEETING DATE:

April 12, 2022

FROM:

George Peluso, Director of Public Services

Mark Pelkowski, Superintendent of Water and Sewer

Recommended Motion

Approve a proposal with Charles Equipment in the amount of \$25,200 for an emergency repair to Veeck Park CSO Facility back-up generator.

Background

In January 2022, there was a critical failure to the back-up generator at the Veeck Park CSO Facility. Following a scheduled repair to the unit, an electrical short occurred causing a failure to the existing unit. The Public Services Department contacted several generator contractors to conduct the necessary repairs. Charles Equipment was the only vendor willing to quote the Village a repair price. Charles Equipment specializes in rehabilitating generators.

Discussion & Recommendation

As part of the emergency repair, Charles Equipment will provide the Village with a new Stamford S4L1D-F41 400KW replacement generator end. In addition, they will provide field service technicians to remove and replace the defective generator end. Following the installation of the replacement generator end, Charles Equipment will load bank test the unit and perform a building test with building load to verify proper operation.

Budget Impact

This is an unbudgeted expense that will be charged to the Water Sewer Fund. Staff has submitted a claim for this incident with the Village's insurance provider IRMA and are awaiting verification on whether the costs will be covered.

Village Board and/or Committee Action

Due to time-sensitivity, this item appears without benefit of a First Reading.

Documents Attached

1. Charles Equipment Energy Systems – Quotation No. 4342.

CHARLES EQUIPMENT ENERGY SYSTEMS

"Engine Power Specialist since 1960" 530 Santa Rosa, Des Plaines IL. 60018 Office; (630) 834-6000 Fax: (630) 543-4174

"Take advantage of our full line of rental generators, light towers, ac units, heaters and power distribution equipment"

QUOTATION NO. 4 3 4 2

TO: Village of Hinsdale Public Works 19 E. Chicago Ave. Hinsdale, IL. 60521

Attn: George Peluso Ph no. 1-630-789-7041 REF: Generac 10923240100 Serial no. 2102556 400 kW / 480 volt AC

DATE: March 29th, 2022

Provide a new Stamford S4L1D-F41 400 kWe generator end and field service technicians to remove and replace the defective generator end mounted on the emergency generator (description above) located at your remote pump station. Load bank unit upon completion, perform building test with building load to verify proper operation.

Price Complete \$25,200.00

This quote is based on the above-mentioned service only. Any additional parts, labor or mileage would be extra. The delivery is based on the manufactures current schedule and is subject to change until order is placed.

WARRANTY & TERMS:

Charles Equipment Energy Systems standard terms and conditions (see attached). Billing will be based conducted per visit at the quoted amount. Any additional parts or labor would be extra.

QUOTATION EXPIRES: April 27th, 2022

DELIVERY: Based on manufactures four (4) to five (5) weeks upon receipt of order (subject to change).

Accepted:

(Company)

Respectfully submitted,
CHARLES EQUIPMENT ENERGY SYSTEMS

Michael R. Biehl

Michael Biehl, CEES V.P.

Title:

Date:



AGENDA ITEM # 10d

REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION:

Consent Agenda - EPS

SUBJECT:

Community Pool Renovation Project - Change Order

MEETING DATE:

April 12, 2022

FROM:

George Peluso, Director of Public Services Garrett Hummel, Administrative Analyst

Recommended Motion

Approve Hinsdale Community Pool Change Order proposal from Schaefges Brothers, in the amount of \$58,614.

Background

In April 2021, the Village contracted with Schaefges Brothers for the completion of Phases 1 and 2 of the Community Pool Renovation Project for a bid price of \$771,606.

During the course of the project, Schaefges Brothers examined the condition of the racing lane tiles using a sounding technique to determine the condition of the tile and grout. It was determined that many areas have failed and numerous other areas were "hollow", which indicates they will fail in the future.

Discussion & Recommendation

Public Services staff requested Schaefges Brothers to provide a proposal to include three (3) options for dealing with the tile issue. Option 1 was for the complete removal of all racing lane tile and replacement with a similar 2x2 tile. Option 2 was for the removal and replacement of only the problem areas. Option 3 was for the complete removal of all existing racing lane tile and replacing the lane stripes with an epoxy paint.

Staff met to discuss the options and decided Option 3 would be our recommended course of action. This choice was made for several reasons including lead times on tile being estimated at 4+ weeks. This lead time would likely cause construction not to be complete in time for the start of the swim season. In addition to the lead time issues, staff indicated that the racing tile has been a consistent maintenance issue due to the tile being damaged by the freeze/thaw cycle as well as during pressure washer cleanings. Consequently, staff recommends acceptance of Option 3, which will have all the racing tile removed and the grout chipped away. Schaefges Brothers will then infill the lanes with a cement patching material and stripe the racing lanes with an epoxy paint. Provided below is a breakdown of the project's contracted costs:

ltem	Cost
Schaefges Brothers Original Bid	\$771,606
Williams Architects Design Engineering	\$77,140
Change Order	\$58,614
Total (before OSLAD Grant)	\$907,360
OSLAD Grant	(\$400,000)
Total Project Costs to the Village	\$507,360

The expected funds received through the OSLAD Grant have significantly helped offset the proposed costs of the pool improvements. Even with the \$58,614 in added costs from the Change Order, after



receipt of the OSLAD funds, the Phase 1 and 2 contracted improvements are estimated to be \$542,640 under the original project budget amount of \$1,050,000.

ltem .	Cost
Total CY 2021 CIP Budget (6500-7909)	\$1,050,000
Total Project Costs including CO and OSLAD Funds	\$507,360
Difference (Savings)	\$542,640

The Public Services Department is recommending that the Village Board award the Change Order for the Hinsdale Community Pool Renovation Project to Schaefges Brothers in the amount of \$58,614.00.

Budget Impact

The recommended change order was not budgeted for in the CY2022 Budget. However, due to the project being under the original project budget prior to the receipt of any grant funds and the \$400,000 in reimbursement expected from the OSLAD Grant, staff recommends approval of the Change Order.

Village Board and/or Committee Action

N/A

Documents Attached

1. Schaefges Brothers Change Order Proposal



Schaefges Brothers, Inc. / 851 Seton Court, Suite 2A, Wheeling, Illinois 60090-5790 Tel (847) 537-3330 · Fax (847) 537-7439 · www.sbigc.com

March 21, 2022

Mr. Garrett Hummel Village of Hinsdale 225 Symonds Dr. Hinsdale, IL 60521

Re:

Hinsdale Community Pool Renovation

SBI Proposal #8R- Hinsdale Community Pool Renovations - Revised

Gentlemen,

As requested, we have developed this proposal for removal & replacement of the existing tile racing lanes. This proposal does <u>not</u> include the wall targets as they have previous been removed and filled in. We have provided pricing options.

Option #1 - Complete removal of existing tile racing lanes and replacement with 2 x 2 tiles.

Northern Illinois Terrazzo & Tile – See attached price #1: S.B.I. – Bond cost:		\$54,955.00 \$632.00
	Subtotal:	\$55,587.00
	5% O&P Mark-up:	\$2,779.00
Total for Option #1:		\$58,366.00
If the Village performs demolition and removal of tile deduct:		(\$6,460.00)
Option #2 - Removal of 488 l.f.	existing racing lanes.	
Northern Illinois Terrazzo &	Tile - See attached price #2:	\$18,885.00
S.B.I. — Bond cost		\$217.00

Additional removal and replacement allowance. It is likely that during removal additional l.f. of racing lanes may need to be removed. An allowance for additional removal and replacement should be included with this option:

1 LS:

Subtotal:	\$29,102.00
5% O&P Mark-up:	\$1,455.00
Total For Option #2:	\$30,557.00

\$10,000.00

If the Village performs demolition and removal of tile deduct: (\$1,995.00)

Option #3 - Removal of existing tile racing lanes, infill with cementitious patching material and paint racing lanes with black epoxy paint.

Pecover Painting - See attached proposal:

\$10,900.00

S.B.I. - Chip out and remove from site existing tile and setting base.

Village to provide dumpster for disposal:

\$11,504.00

S.B.I. - Prepare, mix, and place patching material to infill racing lane voids: \$32,740.00

S.B.I. - Bond cost;

\$679.00

Subtotal:

\$55,823.00

5% O&P Mark-up:

\$2,791.00

Total for Option #3:

\$58,614.00

If you have any questions or require additional pricing, please contact us at your convenience.

Sincerely,

Kenneth Schaefges

President

KS/is

HINSDALE COMM POOL PROP 8R



INDUSTRIAL AND COMMERCIAL PAINTING

March 15, 2022

Schaefges Brothers, Inc. Attn: Mr. Chad Karecki 851 Seton Court Wheeling, Illinois 60090

RE: Bid 67 – Hinsdale Community Pool

Dear Mr. Karecki,

We propose to supply all labor, material, equipment, insurance and supervision to tape off the multiple direction lane lines on the Hinsdale Community Lap Pool and apply two coats of Tnemec's N69F epoxy pool paint in the color True Blue 11SF for a total price of Ten Thousand Nine Hundred Dollars (10,900.00).

We appreciate the opportunity to submit this quotation. Should you have any questions, please do not hesitate to call.

Sincerely,

William F. Nielsen

Pecover Decorating Services, Inc.

(1) Man 7. Hielsen



AGENDA ITEM # 100

Community Development

AGENDA SECTION:

Second Reading - ZPS

Exterior Appearance and Site Plan Review to allow for the installation of new

SUBJECT: LED parking lot light fixtures on the existing light poles for Union Church

located at 137 S. Garfield Avenue in the IB Institutional Buildings District –

Case A-01-2022

MEETING DATE:

April 12, 2022

FROM:

Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan Review for Changes to Existing Parking Lot Light Poles – 137 S. Garfield Avenue – The Union Church of Hinsdale

Application Request

The applicant, The Union Church of Hinsdale, requests approval of an Exterior Appearance and Site Plan Review to allow for the installation of new LED parking lot light fixtures on ten (10) existing parking lot light poles at Union Church located at 137 S. Garfield Avenue in the IB Institutional Buildings District.

Single-family homes in the R-1 Single Family Residential District are located to the east and south of the site. Hinsdale Middle School is located to the west in the IB Institutional Buildings District. An office building in the O-1 Specialty Office District and Grace Episcopal Church in the IB Institutional Buildings District are located to the north. The property is located in the Robbins Park Historic District. The subject property is located within 250 feet from a single-family zoning district, therefore, the applicant was required to provide public notice via the newspaper, certified mail, and signage for this project.

Project Description

Union Church requests to install new energy efficient LED light fixtures on the existing ten (10) parking lot light poles. The existing parking lot light fixtures are high pressure sodium lamps with a color temperature of 1800 Kelvin. Eight (8) of the lights are single head fixtures. Two (2) of the lights located near the playground are double headed fixtures. There are a total of twelve (12) fixtures.

The applicant is proposing to install ComfortView Neighborhood LED Street Light (CV) fixtures manufactured by LeoTek. The fixtures will have a dark bronze finish and a color temperature of 2700 Kelvin. Each fixture can be individually dimmed and the light levels can be adjusted in the field if necessary. The maximum and the average footcandles within the parking lot will be reduced compared to the footcandles produced by the existing high pressure sodium lamps, and the fixtures are designed to minimize glare and light onto adjacent properties.

In response to the recommended conditions by the Plan Commission at the meeting on February 9, 2022, the applicant has submitted revised plans with additional shields. Two light shields will be installed on all of LED fixtures to reduce glare and negative impacts to neighboring residential properties. The 80 Degree Cutoff Shield (VHCS) mitigates high angle glare above 80 degrees from nadir and cuts light off at $1\frac{1}{2}$ times the mounting height behind and $2\frac{1}{3}$ times the mounting height laterally. The House Side Shield cuts light off at 1 times the mounting height behind the luminaire and $2\frac{3}{4}$ times the mounting



height laterally. Two of the fixtures located in the playground area will utilize a Front Side Shield instead of a House Side Shield because they are oriented in a different direction toward the rear of the adjacent single-family homes. The Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire and 2¼ times the mounting height laterally.

Per Section 9-104(H)(2)(h), "Fixed lighting shall be provided for all parking lots and garages accommodating more than ten (10) vehicles. Such lighting shall be so arranged as to prevent direct glare of beams onto any public or private property or streets by the use of luminaire cutoffs. All lighting shall be reduced to security levels at all times of nonuse."

Per Section 9-101(D)(9), "Any permitted accessory lighting fixtures shall be so designed, arranged, and operated as to prevent glare and direct rays of light from being cast onto any adjacent public or private property or street and so as not to produce excessive sky reflected glare. Except for streetlights, no exterior light in or adjacent to any residential district shall be so designed, arranged, or operated to produce an intensity of light exceeding one-half $(\frac{1}{2})$ foot-candle at any residential lot line."

Discussion & Recommendation

On February 9, 2022, the project was reviewed at a public meeting by the Plan Commission. Matt Klein and Sharon Olsen, representing Union Church, provided an overview of the plans. Several residents also attended and provided public comment. Ms. Olsen provided details on the design specifications of the proposed fixtures and noted that the Church met with several surrounding homeowners after they submitted plans to the Village and agreed to several changes to the plans, including adding additional shields and installing landscaping. There was a discussion on timer system for the parking lot lights, where Ms. Olsen stated that the lights are set to turn on at 5:30 p.m. and turn off at 9:30 p.m., but there have been issues when there are power outages that reset the system. The monument sign at the corner of Garfield and Third was approved by the Plan Commission at the meeting on October 13, 2021 with the condition that the lights turn off at 9:00 p.m. [The staff report for the First Read on March 1, 2022 incorrectly stated the monument sign lights were to shut off at 9:30 p.m.].

Two neighbors spoke at the meeting. The property owner of 134 S. Park Avenue stated that their neighbors at 132 S. Park were unable to attend, but had concerns about the visibility of proposed unshielded lights from their backyard and requested that the lights have shields to reduce glare and brightness. The property owner of 127 E. Third Street, Nancy Cox, stated her house is located to the east of the parking lot and provided photos showing the existing lights visible from her house. Ms. Cox stated that the parking lot area is significantly elevated, so she is able to see the light fixtures and vehicle headlines from inside her house. The majority of the east property line abutting residential properties is planted with arborvitaes, however, a 50 feet long area adjacent to her house is planted with three (3) Austrian Pine trees, which do not provide adequate screening. The lower branches of the trees were previously trimmed, so screening has not been effective. Ms. Cox requested that a recommended condition of approval be added requiring the replacement the bufferyard landscaping to provide better screening of the parking lot and lights. The Commission also expressed concerns that shields were not proposed on all lights, which could negatively impact the adjacent residential properties.

By a vote of five (5) ayes and zero (0) nays, the Plan Commission recommended approval of Case A-01-2022, an Exterior Appearance and Site Plan Review to allow for the installation of new LED parking lot light fixtures on the existing light poles for Union Church located at 137 S. Garfield Avenue in the IB Institutional Buildings District, subject to the following conditions:



- 1. Install two (2) light shields, both the House Side Shield (HSSCV) and the 80 Degree Cutoff Shield (VHCS), on all light fixtures.
- 2. Work with Nancy Cox, the property owner to the east of Union Church (127 E. Third Street), to create a plan for full landscape screening along the east property line.
- 3. The light fixtures shall have dimmable capability.
- 4. Work to address any issues with the timer system to ensure that parking lot lights are turned off at 10:00 p.m.

Village Board and/or Committee Action

The project was reviewed at a First Reading at the Village Board meeting on March 1, 2022. Matt Klein and Sharon Olsen provided an overview of the project and answered questions from the Village Board. The applicant provided revised plans addressing the recommended conditions of approval from the Plan Commission:

- <u>Light Shields</u> The applicant agreed to install two (2) shields on each light fixture. The 80 Degree
 Cutoff Shield (VHCS) will be installed on all light fixtures. House Side Shield (HSSCV) will also be
 installed on the light fixtures, with the exception of the two fixtures in the playground that will use
 Front Side Shields (FSSCV) due to the direction they face.
- <u>Dimming</u> Individual light fixtures will be dimmed if neighbors object after the installation, subject to the parking lot maintaining an average of 0.5 footcandles.
- <u>Timers</u> The applicant agreed to set the timer for parking lot lights to turn on at 5:30 p.m. and turn off at 9:30 p.m., with the exception of Christmas Eve, Advent Season, or other times when the building is occupied. The shut off time has not been indicated for these late-night events.
- Landscaping on the East Property Line Union Church agreed to plant arborvitae trees on the eastern lot line shared with 127 E. Third Street to provide screening via a densely planted landscape buffer. A formal landscape plan or detailed information was not provided because Union Church was unable to obtain cost prices prior to the meeting. Union Church agreed to remove the three (3) existing Austrian Pine trees and plant arborvitaes measuring at least six (6) feet in height in the 54 foot long landscape bufferyard area by the end of October 2022. A specific arborvitae variety had not been selected, so the number of arborvitaes needed to provide adequate screening was unknown without specific information on mature height, mature width, and required spacing.

At meeting on March 1, 2022, Trustees expressed concerns that the specific arborvitae variety had not been identified. There was a conversation on the importance of screening around residential properties and the bufferyard that lacked landscaping between the parking lot and Ms. Cox's house directly to the east. Ms. Cox was present at the meeting and stated she would like an arborvitae used that is similar to those mature arborvitae planted on the Church property.

The Village Board recommended that John Finnell, the Village Superintendent of Parks and Forestry, provide input on specific arborvitae variety options and the number of plantings that would be required based on spacing. The area is on a slope and the arborvitaes must be able to grow dense and tall. It was asked if Mr. Finnell could also assess the existing Austrian Pine trees and if they can stay with the inter-planting of arborvitae or need to be removed. There was also a discussion on the time period for removing Austrian Pines versus the plantings of arborvitaes as well as the Village holding a cash/bond until the trees are planted in the fall.



There was a discussion on when the parking lot lights will be turned off. Mr. Klein stated the system is currently set to turn off at 9:30 p.m. Union Church needed to confirm if the parking lot lights and monument sign are on the same timer system. It was noted that the monument sign was recently approved by the Plan Commission and the lighting was to turn off at 9:00 p.m. There was a discussion on the number of late night events where the Church anticipates leaving the lights on longer than 9:30 p.m. and if this could be included as a condition in the ordinance. The Village Board moved the item forward for a Second Reading with the discussed recommendations.

Since the meeting, Union Church provided a revised photometric plan, a landscape plan for the 54 foot long bufferyard area, worked with Ms. Cox on an agreed upon plan, and explored the timer system issues. A summary of the revised plans submitted for review are provided below:

- Photometric Plan A revised photometric plan has been submitted for review. The applicant previously indicated that the light poles measured 12 feet tall, but has revised the photometric plan to show the total height at 15 feet, as the three (3) foot bases were not included in the original calculations. The maximum height allowed is 15 feet. Due to this change, the proposed lighting levels have been slightly altered. The lighting levels will be zero footcandles along the south lot line and along the majority of the east property line abutting the adjacent single-family homes. There are four spots where the light levels will be 0.1 footcandles along the east property line, which is still under the Village's code requirements.
- <u>Timers</u> The applicant has confirmed that the monument sign lights and the parking lot lights have been placed on separate timers. The monument sign is set to turn off at 9:00 p.m. to meet the sign permit condition of approval by the Plan Commission. The parking lot lights will be set to turn off at 10:00 p.m., which was recommended by the Plan Commission, although the Union Church has requested that the lights stay on after 10:00 p.m. if there are late meetings or events when the church is occupied. Union Church does not know that number of times the parking lot lights would stay on past 10:00 p.m. per year.
- Landscape Plan Union Church will remove the three (3) existing Austrian Pine trees and plant nine (9) Thuja Green Giant Arborvitae within the 54 foot long landscape bufferyard area. A plant information sheet was provided for the selected arborvitae, which indicates that the variety will grow 30-35 feet tall, 6-8 feet wide, and should be planted 5-6 feet apart. At the time of planting, the arborvitae will be at least six (6) feet tall. The applicant intends to remove the existing trees and plant the arborvitae in April. The applicant notified staff that the arborvitaes have already been purchased. Proof of payment of the deposit paid for the arborvitaes was provided to staff and the therefore the requirement for a cash escrow was left out of the draft ordinance.

Union Church submitted an email from Ms. Cox indicating approval of the proposed landscaping. Staff has confirmed that Ms. Cox is in agreement with the proposed plans. Mr. Finnell reviewed the proposal and has indicated the landscape installation should work. The applicant should secure good trees, plant at the right depth, and water adequately during the establishment period (the first 1-3 years). Subsequent changes to the landscape plan in the future would require approval of a Minor or Major Adjustment to the Site Plan / Exterior Appearance Review.

Based on the discussion at the March 1, 2022 meeting, conditions of approval in the draft ordinance were revised and a reference to the landscape plan has been included. The draft conditions can be revised at the discretion of the Village Board.



Documents Attached

- 1. Union Church Revised Plan Submittal
- 2. Ordinance & Exhibits
 - Exhibit A Legal Description
 - Exhibit B Approved Exterior Appearance and Site Plans
 - Exhibit C Findings and Recommendation of the Plan Commission
 - Exhibit D Landscape Plan

<u>Previous Attachments</u>: The following related materials for this case were provided for the Board of Trustees on March 1, 2022, and can be found on the Village website at: https://cms1files.revize.com/revize/hinsdaleil/document-center/VillageBoard/2022/march/VBOT%20packet%2003%2001%2022%20%20revised.pdf

- Zoning Map and Project Location
- Aerial View
- Birds Eye View
- Exterior Appearance/Site Plan Application and Exhibits
- Planting Area on the East Property Line
- Letter from Ms. Nancy Cox, Property Owner of 127 E. Third Street
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations

UNION CHURCH OF HINSDALE

April 1, 2022

Thomas K. Cauley, Jr., President and Trustees Village of Hinsdale Village Hall Hinsdale IL 60521

Re: Union Church parking lot light replacement

137 S Garfield A-01-2022

Dear President Cauley and Trustees:

As you know the Union Church continues to desire to replace the twenty (20) year old high intensity sodium vapor light heads in the church parking lot with new energy efficient LED light heads. We propose a one - for -one replacement, changing only the light heads in the previously approved locations, on the existing previously approved poles. The new lights will reduce energy use from 3,000 watts to 792 watts, a 74% reduction in energy use, and will reduce the lighting level in the parking lot by at least 50%. The lights will have shields and louvers so the escaping light at the residential lot line to the east, and the property line to the south is reduced to 0.0 foot candles, well below the permitted 0.5 foot candles. Specs for the lights, shields and louvers are attached (Ex 1)

Fortunately ComEd has extended their energy saving improvement grant for us to early May, so we expect to meet their time line provided the Village grants our requested approval for the replacment of the light heads.

I have attached a landscape plan (Ex 2) showing the removal of three (3) Austrian Pines including their stumps, and the installation of nine (9) Thuja Green Giant Arborvitae in a line as shown on the plan. The trees will be a minimum of six feet (6') tall and spaced six feet (6') appart. The trees grow quickly, up to 30 to 35 feet tall, and grow 6 to 8 or more feet wide. Any closer spacing than proposed may stunt the growth of the trees. Information on the Thuja Green Giants is attached as Ex 3. The Church has made a deposit on the trees to insure their availabity. As soon as the Village approves the Site Plan and Apperance Approval for our replacement of the light heads, we will remove the existing trees and stumps, and plant the new trees on delivery - expected in April. Our neighbor, Nancy Cox, has reviewed and approved the attached planting plan. Ex 4.

The church has recieved a contribution specifically to fully fund installation of these trees. As such we request the Village waive the suggested cash escrow or bonding for this landscaping.

As to other issues raised by the Board, Plan Commission or neighbors:

- The replacement of the light heads will have no effect on storm water.
- The new bullitin board sign at the corner of Third and Garfield now has a separate timer set to turn off at 9:00 pm.
- The parking lot lights will be on the Church's Building Automation System. They will be set to turn off at 10:00 pm, but as required will remain on when the church is occupied. If some lighting is required beyond that, it will be reduced to security level.
- We do not know the number of times church occupancy will go past 10:00 pm, but at our church, is in other public buildings in the village, government and park buildings, schools, businesses, many adjacent to residences, occupancy does go past 10:00 pm. On a small number of religious events and other church events within the Church's mission, the Church is occupancied over night. On those occassions, the parking lot must remain lit.

We believe our Church, like the many other Churches in the Village has been an imprtant part of the fabric of the community. We ask your support in our effort to care for creation and improve our environment by reducing our energy (electric) foot print, and reducing our ambient light escaping our property. We look forward to your favorable review of this proposal.

Very truly yours,

Matthew Klein Building and Grounds Committee

cc: Sharon Olsen

UNION CHURCH OF HINSDALE

In working with our neighbors to the east and to the south, by sending emails, conducting meetings and visiting on the site with them we have heard their concerns. We have agreed to the following requests.

- 1. We have added louvers and shields on every fixture in the parking lot. This is an added cost to the church. This shields the light from stray light and excessive glare.
- 2. We have agreed that 0.5 fc 1.0 fc average on the parking lot is acceptable
- 3. We have agreed to add arbor vitae trees to screen the neighbor to the south in the fall of 2022. The trees will cover a 54' span. Bids were obtained and a contract signed with Jung Landscape LLC. A drawing is included. Our neighbor to the east approved this plan and layout.
- 4. The fixtures have the option to dim if needed. We have agreed to dim fixtures if the neighbors object so long as it doesn't reduce the fc average below 0.5 fc.
- 5. We plan on lights on from dusk to 10:00 PM with the exception of Christmas eve when we hold late services or if the Church has late meetings. We have a timer that has been set to go on at 5:30 PM and off at 10:00 PM currently. We have divided the timer for the signage. The sign and bollards on Garfield will go off at 9PM.
- 6. We respectfully ask for a swift approval so that we may be granted the rebate that Com Ed has offered. There is a May 13 deadline to get this money. We met with the Planning commission 2/9/22 and were approved. We have applied for an electrical permit as well and await this approval.



Project

Туре

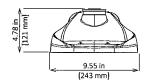
Catalog No.

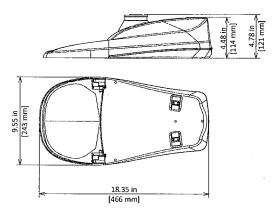
ComfortView™

Neighborhood LED Street Light (CV)

Luminaire Data

Weight 8lbs [3.6kg] **EPA** 0.39 ft²





Ordering Information

Sample Catalog No. CV1-H-MV-40K-2R-GY-045-FOC

Product	LED Code	Voltage	Color Temperature	Distribution	Finish ¹	Output Code ²		Options
CV1	Н	MV 120-277\ HV 347-480\		2R Type 2 3R Type 3	GY Gray DB Dark Bronze BK Black	025 030 035 040 045 050 055 060 070 075	FOC³ LPCR PCR7 ⁴ PCR7-CR ⁵ WL 4B RWG SWTB BBL CF ⁶	Fixed Output Code Less Photocontrol Receptacle ANSI 7-wire Photocontrol Receptacle Control Ready 7-wire PC Receptacle Utility Wattage Label 4-Bolt Mounting Bracke Rubber Wildlife Guard Straight Wire Terminal Block Bubble Level Coastal Paint Finish

Notes:

- 1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- 2 Specified output code is the factory set lumen performance. Field adjustable is standard via an eight-position output selector. Refer to output data table on this spec sheet. An illustration of the output selector and its label is shown on page 2. Consult factory if special output setting is required.
- 3 Non-field adjustable, fixed lumen output. Specify required output code. Not available with PCR7-CR option.
- 4 Includes output selector that enables field adjustability of light levels. Includes connectors to allow easy upgrade of wireless dimming via PCR7. Wireless node by others.
- 5 Control-ready wired at factory for wireless node dimming (node by others). Output selector not included in the fixture. Not able to adjust above specified drive current.
- 6 Specify the CF Option for coastal installation. See warranty for details.
- 7 Flush mounted Cul-de-Sac Shield cuts light off at 1 times the mounting height behind the luminaire, 1% in front, and 2% times the mounting height laterally.
- 8 Flush mounted Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire (street side) and 2½ times the mounting height laterally.
- 9 Flush mounted House Side Shield cuts light off at 1 times the mounting height behind the luminaire and 2% times the mounting height laterally.
- 10 80 Degree Cutoff Shield mitigates high angle glare above 80 degrees from nadir and cuts light off at 1½ times the mounting height behind and 2½ times the mounting height laterally.
- 11 Specify Color (GY, DB, BK)
- 12 Specify MV (120-277V) or HV (347-480V).

Accessories CSSCV7 Cul-De-Sac Side Shield, Snap-On* FSSCV⁸ Front Side Shield, Snap-On* HSSCV9 House Side Shield, Snap-On* VHCS¹⁰ 80 Degree Cutoff Shield* PTB^{11} Pole Top Tenon Horizontal Arm Bracket Pole Top Tenon Horizontal Arm Bracket (2@180°) PTB2¹¹ RPB¹¹ Round Pole Horizontal Arm Bracket SPB11 Square Pole Horizontal Arm Bracket WB^{11} Wall Horizontal Arm Bracket LLPC12 Long-Life Twist Lock Photocontrol SC Twist Lock Shorting Cap **BSK** Bird Deterrent Spider Kit

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSSCV, CSSCV, FSSCV and VHCS specify as option in luminaire catalog number. HSSCV, CSSCV, FSSCV can be installed without a tool, but a tool is required for removal. 80 Degree Cutoff Shield (VHCS) requires a Phillips head screwdriver for installation.









^{©2021} Leotek Electronics USA. Specifications subject to change without notice. ComfortView_Series_Specification Sheet_07-20-2021.





Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket (4B option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass by independent lab. Mounting has leveling adjustment from ± 5° in 2.5° steps. All hardware is stainless steel. Electrical components are accessed without tools via die cast aluminum door with stainless steel quick release latches. Provided standard with removable polycarbonate wild life guard. For additional protection, optional rubber wildlife guard (RWG) which conforms snugly to the mast arm is offered.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (L90 ≥ 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDS have correlated color temperature of 2700 (27K), 3000 (30K), 4000 (40K), and 70 CRI minimum. LEDs are 100% mercury and lead free.

Field Adjustability

LED lumen output can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified output code will be the factory set output. Field adjustments can be made with the output selector included in the fixture. Field adjustable range shown in performance data table.

Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems

Two-stage reflective optics produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Front side shield cuts light off at approximately one mounting height in front of luminaire (street side). 80 degreee cutoff shield eliminates very high angle glare above 80 degrees from nadir. All shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacles is available. All photocontrol receptacles have a tool-less rotatable base. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Standard finish tested to withstand 5000 hours in salt spray exposure per ASTM B117 and Coastal Finish per ASTM G85. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. 2700 and 3000K ComfortView fixtures are certified as Community Friendly Lighting Equipment by the Smart Outdoor Lighting Alliance (SOLA). Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Vandal Resistance

Housing and optics rated to IK10

Standards

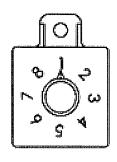
Luminaire complies with:

ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37,

C136.41, C62.41, C78.377, C82.77 Other: FCC 47 CFR, IEC 60598, ROHS II, UL

1449, UL 1598

Example of ComfortView™ Output Selector and Label:



W Est Im
1:66 / 7000
2:48 / 5500
3:43 / 5000
4:38 / 4500
5:34 / 4000
6:29 / 3500
7:24 / 3000
8:19 / 2500



Performance Data¹

All data nominal. IES files for all CCTs available at leotek.com.

Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) ²	Efficacy (Lm/W)	Field Adjustable Output Range
		025	190	19	2242	118	^
		030	250	24	2892	120	
		035	300	29	3463	119	-
	2700K (27K)	040	350	34	4163	122	
	2700K (27K)	045	400	38	4535	119	
		050	460	43	4998	116	
		055	520	48	5479	114	
		070	700	66	7220	110	↓
	025 190 19	2412	127	^			
		030	250	24	3073	128	
	~	035	300	29	3676	127	
CV1-H	3000K (30K)	045	350	35	4423	128	
CAT-U	3000K (30K)	050	400	38	4777	126	
		055	460	45	5561	124	
		060	520	49	5800	118	
		075	700	67	7722	115	1
		025	190	19	2675	139	A
		035	250	24	3294	137	
		040	300	29	3930	136	
	4000K (40K)	045	350	34	4561	134	
	4000K (40K)	050	400	38	5059	133	
		055	460	43	5594	130	
		060	520	48	6147	128	
		080	700	67	8227	123	7 ↓

¹ Data shown above is for type 2 optic. For type 3 optic, consult IES files for specific data at Leotek.com
2 Nominal lumens. Normal tolerance ± 10% due to factors including LED bin variance, and ambient temperatures.



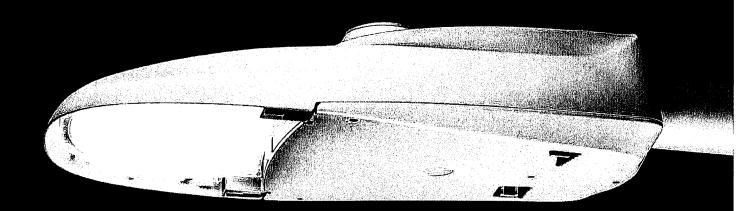
ComfortView™ Neighborhood LED Street Light (CV)

BUG Ratings

UG Ratings I data nominal. IES f	files for all CCTs availab	le at leotek.com.		Type 2	Type 3
Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	BUG Rating	BUG Rating
		025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
	27001/ (271/)	040	350	B1-U0-G1	B1-U0-G1
	2700K (27K)	045	400	B1-U0-G1	B2-U0-G1
		050	460	B1-U0-G1	B2-U0-G1
		055	520	B1-U0-G1	B2-U0-G1
		070	700	B2-U0-G1	B2-U0-G2
		025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
CV1-H	3000K (30K)	045	350	B1-U0-G1	B1-U0-G1
CAT-U	30000 (300)	050	400	81-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B1-U0-G1
		060	520	B1-U0-G1	B2-U0-G1
		075	700	B2-U0-G1	B2-U0-G2
		025	190	B1-U0-G1	B1-U0-G1
		035	250	B1-U0-G1	B1-U0-G1
		040	300	B1-U0-G1	B1-U0-G1
	4000K (40K)	045	350	B1-U0-G1	B2-U0-G1
	4000K (40K)	050	400	/ B1-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B2-U0-G1
		060	520	B2-U0-G1	B2-U0-G1
		080	700	B2-U0-G1	B3-U0-G2

ComfortView

Neighborhood Street Lights



Application and Technical Overview



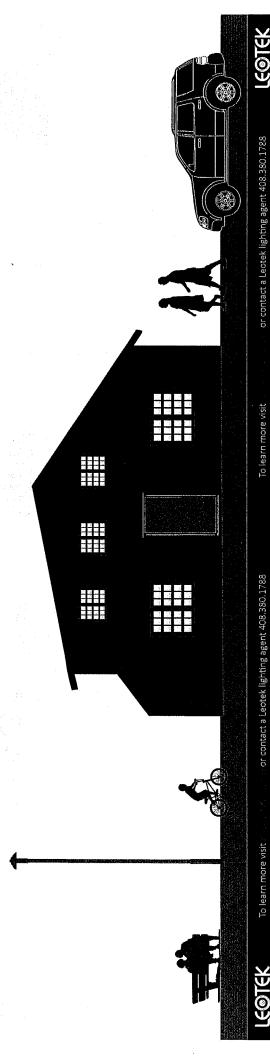
www.leotek.com

LED street lights first entered the marketplace nearly a decade ago. Since that time, millions of luminaires have been specified, installed, and most importantly, experienced by the public. Some of the lessons-learned from those early installations, especially residential installations, are that residents often prefer lower light levels, and warmer color temperatures.

Another element of street lighting that citizens are becoming increasingly aware of is glare. Glare control is important for all outdoor luminaire applications, however for residential street light applications, design and luminaire selection must be especially sensitive to glare and the needs of motorists, pedestrians, cyclists, and residents.

"..it should be used with the same prudence with which we use any other technology. This means that although LED lighting is an energy-efficient way to illuminate streets, it's important to direct the light only where it's needed; to make sure the emitted spectrum supports visibility, safety, and the health of humans and other living creatures; and to **limit glare for pedestrians, bicyclists, and drivers**."

- Department of Energy (DOE), Get the Facts: LED Street Lighting, June 21, 2016



the general public is not usually aware of According to the IESNA RP-8-14 Roadway from various sectors of the public. While specific design requirements of roadway light trespass, and sky-glow, are widely lighting systems, observations of glare, systems are under increasing scrutiny Lighting standard, "roadway lighting perceived and might be subject to criticism"*

contrast of a non-uniform distribution in From the IESNA standard, "Discomfort sensation of discomfort due to high glare is glare producing a sense of annoyance or pain. It produces a the field of view."

lighting should be properly shielded to The AMA also recommends all LED minimize glare...

AMA Adopts Guidance to Reduce Harm American Medical Association (AMA), from High Intensity Street Lights (June 14, 2016)

outdoor area and roadway lighting to consumption, with proper optics and support of the proper conversion of LED light sources to reduce energy "The IES is aligned with the AMA in shielding to reduce glare and light

- IESNA Position Statement PS-09-17, June 2017

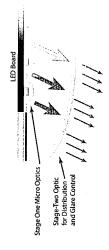
*IESNA RP-8-14, Section 3.6

To learn more visit

ComfortView Optics

ComfortView Two-Stage Refractive Optics

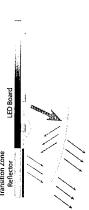
incorporate a single optic above the LED. Two-stage optical systems incorporate a second optic, For residential applications, including local streets, alleys, sidewalks and pedestrian walkways, addressing visual comfort is an imperative. Traditional first-generation LED optical systems which reduces pixelation and glare, and maximizes visual comfort.

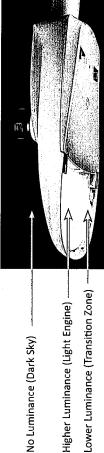


ComfortView Transition Zone System

of a dark background can cause glare. To reduce the contrast between the light source and the dark sky, ComfortView incorporates an intermediate lower luminance "transition zone," which A bright light source alone does not necessarily cause glare, but a bright light source in front redirects internally reflected light back out of the luminaire.







Example of Discomfort Glare

Field-Tuning of Street Lights

luminaires need to be specified as "field-tunable". cannot anticipate every field condition. Inevitably Even the most thorough street lighting designs there will be light levels too high or too low, or less light or no light at all. For these situations light "trespassing" into an area that requires



Networked Lighting Control Field Tuning of Light Levels

customers can attach networked lighting control nodes. These "smart" nodes allow for the remote tuning of light output.







Height

Width

Length

Dimensions

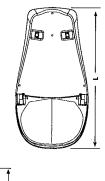
121mm 4.48"

243mm 9.55"

466mm

18.35"

ComfortView Specifications



By specifying industry-standard 7-pin photocell receptacles,

ComfortView luminaires include a standard dimmable 1-10V power supply with an eight-position LED output selector. This enables field installers the

Field-Tuning of Light Levels

ability to easily change light levels in the field if necessary.

The positive-lock current selector ensures light levels

aren't changed accidentally during installation.





Weight 7 lbs [3.2 kg] EPA 0.39 ft²

Distribution Types

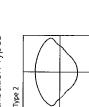
Available Color Temperatures

· 2700K

Standard Finishes Grey

> September 1 Ser. Line





·3000K ·4000K

Sized for residential street applications.

Type 3

Dark Bronze

Lumen packages up to 8,227 Lumens

Field-Tuning of Light Distribution

Comfort View is available with 4 specialized shields to accommodate different light trespass requirements. Convenient Light Trespass Shields can be easily field installed.

House Side Shield (HSSCV)

Flush mounted House Side



Flush mounted Front Side Shield in front of the luminaire (street cuts light off at approximately 1% times the mounting height Shield cuts light off at 1 times the mounting height laterally. the mounting height behind the luminaire and 2% times Front Side Shield (FSSCV)

side) and 2¼ times the mounting

height laterally.

Shield cuts light off at 1 times the mounting height behind

Flush mounted Cul-de-Sac

Cul-de-Sac Shield (CSSCV)

and 2½ times the mounting

height laterally.

the luminaire, 1% in front,





Black



The Acetobac Tannicolus Steels Min

9

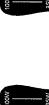
GCL





HPS Equivalent Ranges













To learn more visit LE©TEK

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#

high angle glare above 80 degrees from nadir and cuts light off at 1% times the mounting height behind

and 2% times the mounting height laterally.

80 Degree Cutoff Shield mitigates

80 Degree Cutoff Shield (VHCS)



Founded in 1992 in California's Silicon Valley, Leotek is a leading global manufacturer of street, roadway, area and signal lighting products and solutions. Leotek streetlights were first designed and delivered in 2007 and the company now has more than 1.5 million installations across North America. With ongoing research and development and a culture of continuous improvement, Leotek is committed to developing innovative new lighting products and solutions that are reliable, long-lasting, and energy efficient.

1955 Lundy Ave., San Jose, CA 95131 @ 408.380.1788

© 2020 Leotek Electronics USA. All Rights Reserved. ComfortView Technical Overview-01-27-2020 Specifications subject to change without notice.











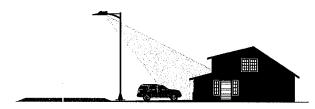
Exclusive Snap-On Light Trespass Shields for ComfortView[™] LED Street Lights

ComfortView™ light trespass shields provide a range of options for controlling light distribution at the source and can be easily installed at the factory or in the field.

House Side Shield (HSSCV)

Flush mounted House Side Shield cuts light off at 1 times the mounting height behind the luminaire and 2% times the mounting height laterally.

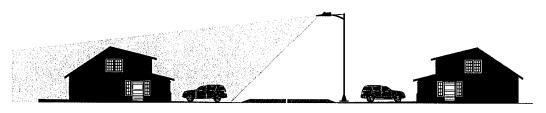




Front Side Shield (FSSCV)

Flush mounted Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire (street side) and 2½ times the mounting height laterally.





Cul-de-Sac Shield (CSSCV)

Flush mounted Cul-de-Sac Shield cuts light off at 1 times the mounting height behind the luminaire, 1% in front, and 2% times the mounting height laterally.



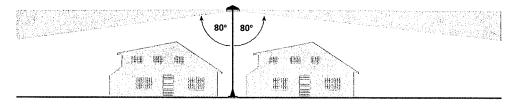




80 Degree Cutoff Shield (VHCS)

80 Degree Cutoff Shield mitigates high angle glare above 80 degrees from nadir and cuts light off at 1% times the mounting height behind and 2% times the mounting height laterally.





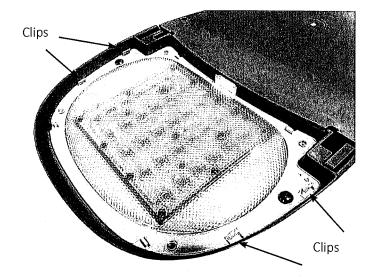
ComfortView[™] Snap-On Light Trespass Shield Installation

Leotek's HSSCV, CSSCV, and FSSCV Light Trespass Shields for ComfortView allow for easy snap-on installation in the field.

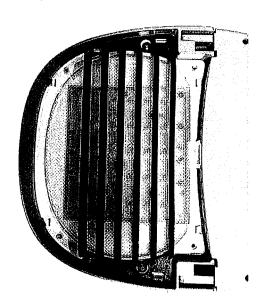
Each shield, regardless of type, has slots for securing the clips along both edges of the ComfortView light engine cover.



Align the slots with the corresponding clips along the edges of the ComfortView Light Engine.



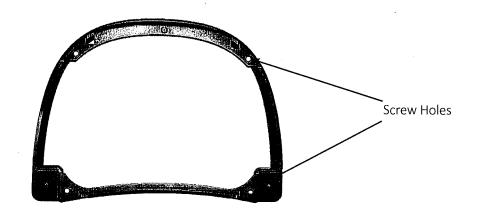
Place the shield so that the slots align with the clips along the edge of the ComfortView Light Engine, then simply push the edges of the shield down to clip it into place.



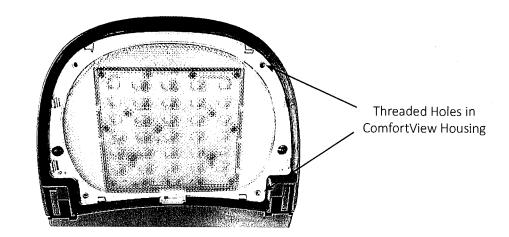
ComfortView[™] 80 Degree Cutoff Trespass Shield Installation

Leotek's 80 Degree Cutoff Light Trespass Shield (VHCS) for ComfortView is easily installed with a screw in each corner.

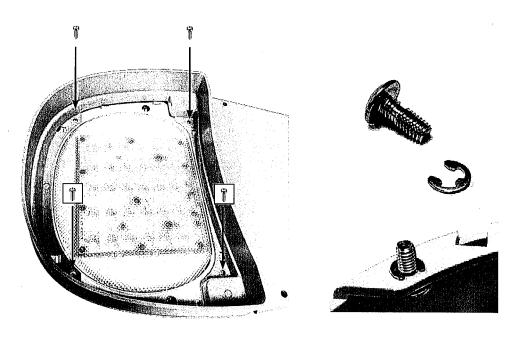
The 80 Degree Cutoff Shield has mounting holes in all four corners that correspond with threaded holes in the housing. Mounting screws are provided with the shield.

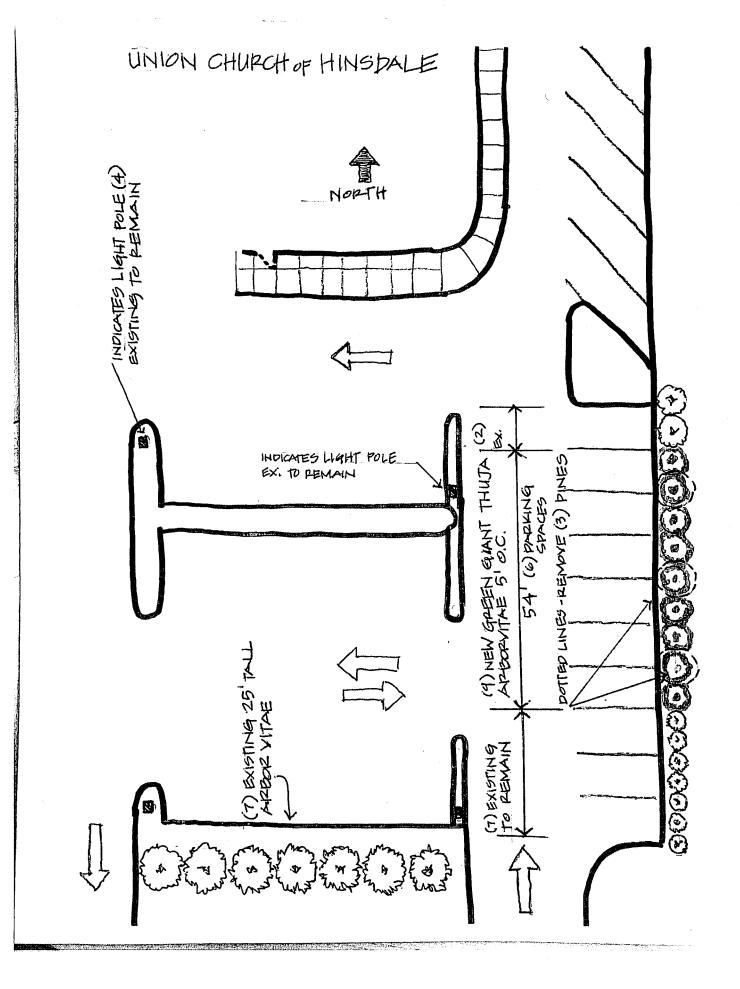


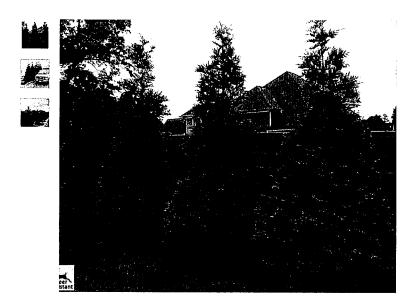
Align the holes in the shield with the corresponding holes along the edges of the ComfortView Light Engine.



Captive screws are attached to each corner of the 80 Degree Cutoff Shield to align with the threaded holes in the fixture's housing. Place the shield on the underside of the light fixture as shown and firmly tighten the screws.







Thuja Green Giant grows 3 to 4 ft. yearly, and under ideal conditions can be expected to live for 70 years or more. They are graceful fast growing trees that provide complete privacy, and requires no coddling! No tree is ever completely maintenance free, but Thuja Green Giant arborvitaes are very close.

These trees are becoming more and more popular among landscapers, growers, and homeowners a like. This hardy, fast growing evergreen tree makes the perfect privacy screen! It's is a very easy plant to grow, tolerating almost any soil type and resistant to damage from ice and snow, as well as deer and most other pests.

When you are considering how to grow Thuja Trees, remember that these are easy-care plants. You can shear them if you like, but pruning is not necessary. Irrigate them during dry weather even after establishment to ensure that your plants stay healthy.

Plant 5 to 6 Ft. apart. Stay back 4 Ft. off property lines. Will grow 6 to 8 Ft. wide x 30 to 35 Ft. tall. Do Not plant your Thujas closer than 5 Ft. apart thinking of quicker coverage! If you plant to close together it will cause die-back as trees grow larger, not enough air circulation.



Matthew Klein <matthew.klein55@gmail.com>

Fwd: Approval of Union Church Landscaping Plans, buffer strip

1 message

sharon olsen < To: Matthew Klein <matthew.klein55@gmail.com> Fri, Apr 1, 2022 at 12:16 PM

here is Nancy's note Best, Sharon Olsen

Begin forwarded message:

From: Nancy Cox ¶

Subject: Approval of Union Church Landscaping Plans, buffer strip

Date: April 1, 2022 at 12:07:34 PM CDT

To: sharon oisen

Sharon:

Please pass on to the Village of Hinsdale my approval of the Union Church buffer strip landscaping plans.

I have received copies of the proposed landscaping layout, photos of the Thuja Green Giant Arbor Vitae (9). and information on growth of this Thuja varietal as well as specs for proposed spacing. I approve of all the information that Union Church has supplied to me.

I will add that in my own yard I installed last September nine (9) Thuja of a slightly different variety. In nine months, the width of my Thuja have increased by one-third.

Sincerely, Nancy Cox 127 E 3rd St Hinsdale, IL



VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

_{Name:} same
Address:
City/Zip;
Phone/Fax: ()/
E-Mail:
Architect, Attorney, Engineer)
_{Name:} Sharon Olsen
Title:
Address:
City/Zip:
Phone/Fax: (630) 292-7632 /
E-Mail: olsen.sharon@gmail.com
e, address and Village position of any officer or employee the Applicant or the property that is the subject of this

Owner

II. SITE INFORMATION

Address of subject property: 137 S Garfield 09-12-207-009,010,011,012,013,014,018,019,020					
Property identification number (P.I.N. or tax number): 09 - 12 - 207 - 009 etc					
Brief description of proposed project: 1 for 1 replacement of parking lot light heads - replace high intensity					
sodium vapor light heads with energy efficient LEDs. Provide uniform 2700 K light intensity.					
General description or characteristics of the site: Existing church - no change					
Existing zoning and land use: IB Church					
Surrounding zoning and existing land uses:					
North: O-1, IB Small office buildings, church South; R-1 Residential					
East: R-1 Residential West: IB School					
Proposed zoning and land use: IB Church no change					
Please mark the approval(s) you are seeking and attach all applicable applications and					
standards for each approval requested:					
☐ Site Plan Approval 11-604 ☐ Map and Text Amendments 11-601E					
☐ Design Review Permit 11-605E Amendment Requested:					
Exterior Appearance 11-606E					
☐ Planned Development 11-603E ☐ Special Use Permit 11-602E					
Special Use Requested: Development in the B-2 Central Business District Questionnaire					

TABLE OF COMPLIANCE

Address of subject property: 137 S Garifold	
The following table is based on the	Zoning District.

	Minimum Code	Proposed/Existing
	Requirements	Development
	Troquitornomo	NO CHANGE
Minimum Lot Area (s.f.)		NO CHANGE
Minimum Lot Depth		NO CHANGE
Minimum Lot Width		NO CHANGE
Building Height		NO CHANGE
Number of Stories		NO CHANGE
Front Yard Setback		NO CHANGE
Corner Side Yard Setback	P. C.	NO CHANGE
Interior Side Yard Setback		NO CHANGE
Rear Yard Setback		NO CHANGE
Maximum Floor Area Ratio (F.A.R.)*		NO CHANGE
Maximum Total Building		
Coverage*		NO CHANGE
Maximum Total Lot Coverage*		NO CHANGE
Parking Requirements		NO CHANGE
Parking front yard setback		NO CHANGE
		NO CHANGE
Parking corner side yard setback		NO CHANGE
Parking interior side yard		NO OLIANIO T
setback		NO CHANGE
Parking rear yard setback		NO CHANGE
Loading Requirements		NO CHANGE
Accessory Structure		NO CHANCE
Information		NO CHANGE

^{*} Must provide actual square footage number and percentage.

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

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.
 - 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.
 - Location and height of fences or screen plantings and the type or kink 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.

	PAYMENT.	THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR
On the to abid	e by its conditions of the selve	_, I/We have read the above certification, understand it, and agree
9	Signature of applicant or authorized agent	Signature of applicant or authorized agent
	Name of applicant or authorized agent	Name of applicant or authorized agent
to befo	CRIBED AND BWORN re me this	Kistize M. Bruton
U	OFFICIAL SEAL CHRISTINE M BRUTON NOTARY PUBLIC, STATE OF ILLIN MY COMMISSION EXPIRES: 12/04	Nois //2024



COMMUNITY DEVELOPMENT DEPARTMENT EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request:

137 S Garfield

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.

- Open spaces. The quality of the open space between buildings and in setback spaces between street and facades. No change
- 2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.
 - High quality Dark Bronze finish light heads complimentary to materials and colors of church building on existing poles
- 3. *General design*. The quality of the design in general and its relationship to the overall character of neighborhood.
 - No change 1 for 1 replacement of existing sodium vapor light heads with energy efficient LED light heads at unifirm warm 2700 K light intensity

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.
	No change

 Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
 No change

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.

NA

- 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.

 NA
- 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.
 NA
- 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.

 No change 1 for 1 replacement of light heads
- 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.
 NA

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.

Dark Bronze finish light heads complimentary to existing church materials and colors

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

 NA
- 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.

NA

- 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.

 NA
- 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.

 NA
- 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.

Dark Bronze finish energy effiicient LED light heads complimentary to overall building, providing significant improvement over traditional high intensity sodium vapor parking lot lighting

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining is the application <u>does not</u> meet the requirements for Site Plan Approval. Briefly describe how this application <u>will not</u> 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.

No change

- The proposed site plan interferes with easements and rights-of-way.
 The proposed plan provides uniform 2700 k energy efficient LED lighting for the existing church parking lot
- 3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

 The proposed plan will improve all such site interests by replacing high intensity sodium vapor parking lot lighting with uniform 2700 k energy efficient LED lighting
- 4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
 - The proposed plan will improve all such interests by 1 for 1 replacement of high intensity sodium vapor parking lot lighting with uniform 2700 k energy efficient LED lighting
- 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.

 No change adiquate uniform lighting provided
- 6. The screening of the site does not provide adequate shielding from or for nearby uses. The new energy efficient 2700 K lighting will have improved shielding
- 7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

No change - 1 for 1 replacement of parking lot light heads

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.

NA

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.

NA

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

The proposed energy efficient LED light heads will reduce energy consumption as part of ComEd's Energy Efficiency Program for replacing high intensity sodium vapor lighting with energy-saving LEDs

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

No change

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

The proposed 1 for 1 light head replacement in all ways improves the public health safety and welfare

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT

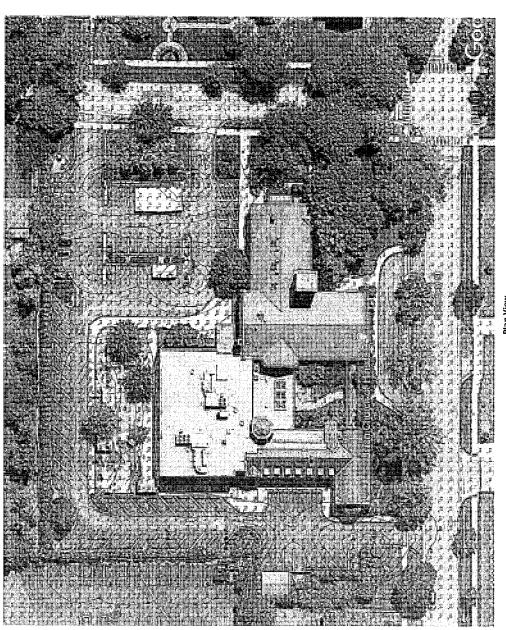
19 East Chicago Avenue Hinsdale, Illinois 60521-3489 630.789.7030

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:	Union Church of Hinsdale	9
Owner's name (if different)	•	
Property address:	137 S Garfield	
Property legal description:	[attach to this form]	
Present zoning classificati	on: IB, Institutional Buildin	gs
Square footage of property	# .	
Lot area per dwelling:	NA	
Lot dimensions:	299 x 397	
Current use of property:	Church	
Proposed use:	☐ Single-family detached ✓ Other: Church	d dwelling
Approval sought:	☐ Building Permit ☐ Special Use Permit ☑ Site Plan ☐ Design Review ☐ Other:	☐ Variation ☐ Planned Development ☑ Exterior Appearance
Brief description of reques	t and proposal:	4
Replace existing high intensity sod	ium vapor parking lot light head	s with energy efficient LEDs
Plans & Specifications:	[submit with this form]	
Pı	ovided: Required	by Code:
Yards:		
front: interior side(s)		

Provided:	Required by Code:
corner side rear	<u> </u>
Setbacks (businesses an front:	d offices):
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 building	gs:[depict on attached plans]
<pre>principal building(s): accessory building(s):</pre>	
Number of off-street park Number of loading space	ing spaces required: s required:
Statement of applicant:	
understand that any omiss	formation provided in this form is true and complete. I ion of applicable or relevant information from this form could ocation of the Certificate of Zoning Compliance.
Applicant's printed	name
Dated: 12/29	, 20 <u>2</u> / -2-

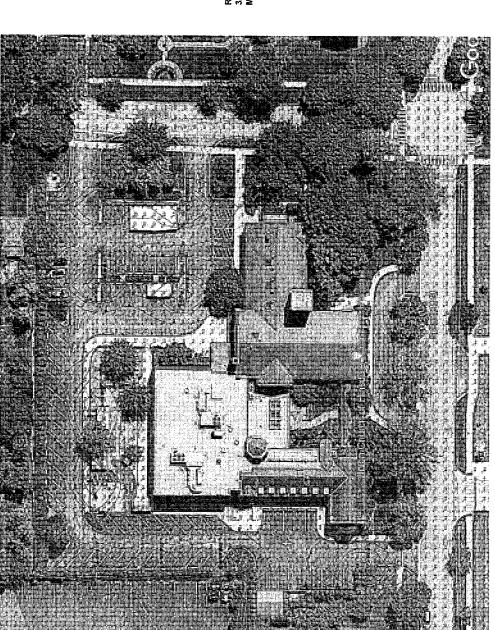


Schedu	le Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Number Lumens Light Loss Lamps Per Lamp Factor	Light Loss Factor	Wattage	St.
	⋖	ω	Lithonia Lighting	KAD 250S R3	Area Luminaire, 250W HPS, R3 Reflector, Full Cutoff MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA		30000	0.7	310	1. PA
0.0	В	2	Lithonia Lighting	KAD 250S R3	Area Luminaire, 250W HPS, R3 Reflector, Full Cutoff MEETS THE 'NIGHTTIME FRIENDLY' CRITERIA	1	30000	0.7	620	2. C. E.

SCALISTICS						
Description	Symbol Avg	Avg	Max	Min	Min Max/Min Avg/Min	Avg/Min
2. ALL CALC POINTS	+	1.2 fc	1.2 fc 41.6 fc 0.0 fc	0.0 fc	A/A	N/A
1. PARKING LOT ONLY	×	3.2 fc	28.4 fc 0.0 fc	0.0 fc	N/A	N/A

	CALCULATION POINT WORK PLANE: GRADE LEVEL FIXTURE MOUNTING HEIGHT: 12'-0" ABOVE GRADE	
벁	SE	

Revised Plans for the 3/1/2022 Board of Trustees Meeting

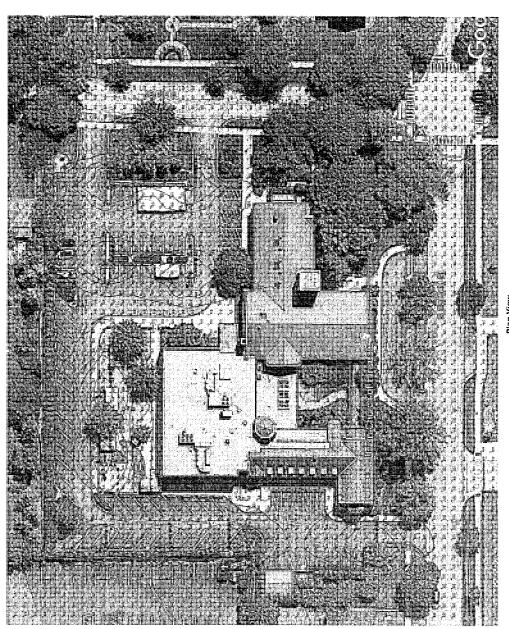


Plan View Scale - 1" = 20ft

Symbol Label	Label	Quantity	Label Quantity Manufacturer	Catalog Number	Description	Number Lamps	lumber Lumens Light Los: Lamps Per Lamp Factor	Number Lumens Light Loss Wattage Lamps Per Lamp Factor	Wattage
_ ·	A-HS	8	Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 070-HSSCV VHCS 1	Leotek Electronics USA OVI-H-NV-27K-3R-XX- Gray formed aluminum housing, black ULC (PD-HSSCV VMCS I plastic effects, dear plastic lens endosure patterned plastic lens endosure	-	4143	0.93	65.7
D+D	B-HS	2	Leotek Electronics USA []	<u> </u>	[]		[]	0.93	130.8295
0.0			Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 075-FSSCV VHCS 1	Leotek Electronics USA CV1++Mv27K-31k-XX- Gray formed aluminum housing, black LLC 075-FSSCV VHCS 1 plastic shields, clara plastic police, clara plastic police	1	3846	0.93	65.4287
□· □			Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 075-HSSCV VHCS 1	Lected Electronics USA CV1+H-MV-27K-33+-XX. Gray formed aluminum housing, black ULC (975+HSSCV VHCS 1 pleasts chiefs, clear plastic optics, clear plastic optics, clear plastic plastic software plastic lars endosure	1	4143	0.93	65.4008

Description	Symbol	l Avg	Max	Min	Min Max/Min Avg/Min	Avg/Min
2. ALL CALC POINTS	+	0.2 fc	0.2 fc 19.4 fc 0.0 fc	0.0 fc	N/A	N/A
1. PARKING LOT ONLY	×	0.7 fc	0.7 fc 10.8 fc 0.0 fc	0.0 fc	N/A	N/A
1. PARKING LOT ONLY	×	0.7 fc	10.8 fc	0.0	ų.	_

NE: GRADE LEVEL "-0" ABOVE GRADE	
 CALCULATION POINT WORK PLANE: GRADE LEVEL FIXTURE MOUNTING HEIGHT: 12'-0" ABOVE GRADE 	
1. CALCULATI 2. FIXTURE MO	



Symbol	Label	Quantity	Symbol Label Quantity Manufacturer	Catalog Number	Description	Number Lamps		Lumens Light Loss Per Lamp Factor	Wattage
_ ·	A-HS	80	Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 070-HSSCV VHCS 1	Leotek Electronics USA CV1+H-NV-27K-3R-XX- Gray formed aluminum housing, black ULC pro-HSSCV VHCS 1 pleatic shields, dear plastic police, clear plastic police, clear plastic police, clear plastic police, clear plastic police.	н	4143	0.93	65.7
0.0	B-HS	7	Leotek Electronics USA LLC	<u> </u>	[]	н	[]	0.93	130.8295
0.0			Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 075-FSSCV VHCS 1	Leotek Electronics USA CV1++Mv.27K-38+XX- Gray formed aluminum housing, black LLC 075-FSSCV VHCS 1 pleastic stieleds, clear plastic optics, clear plastic optics, clear plastic paths, clear plastic paths, clear plastic pla	1	3846	0.93	65.4287
٥,٥			Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 075-HSSCV VHCS 1	Leotek Electronics USA CV1++MV-27K-3R-XX- Gray formed aluminum housing, black OT5-HSSCV VHGS 1 plackt challed, lear plackte chiefs, char plackte policy, char plackter chiefs, lear plackter plackter chiefs endosure	н	4143	0.93	65.4008

Statistics			1			
2. ALL CALC POINTS	+	0.2 fc	0.2 fc 13.1 fc 0.0 fc	0.0 fc	N/A	A/A
1. PARKING LOT ONLY	×	0.7 fc	7.1 fc 0.0 fc	0.0 fc	A/A	N/A

	ANE: GRADE LEVEL	15'-0" ABOVE GRADE		
ä	CALCULATION POINT WORK PLANE: GRADE LEVEL	2. FIXTURE MOUNTING HEIGHT: 15'-0" ABOVE GRADE		
2	1. C	2.		_

VILLAGE OF HINSDALE

RDINANCE NO	
RDINANCE NO	

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE AND SITE PLAN REVIEW FOR CHANGES TO EXISTING PARKING LOT LIGHT POLES – 137 S. GARFIELD AVENUE – THE UNION CHURCH OF HINSDALE

WHEREAS, The Union Church of Hinsdale (the "Applicant"), has submitted an application (the "Application") seeking Exterior Appearance and Site Plan approval for changes to the parking lot of an existing building located at 137 S. Garfield Avenue (the "Subject Property") in the IB Institutional Buildings District. The Subject Property is located in the Robbins Park Historic District. The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the improvements proposed by the Applicant include the installation of new light-emitting diode (LED) light fixtures on the existing ten (10) parking lot light poles (the "Proposed Improvements"). The Proposed Improvements are depicted in the Exterior Appearance and Site Plan documents attached hereto as **Exhibit B** and made a part hereof; and

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

WHEREAS, on February 9, 2022 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 five (5) ayes, zero (0) nays, and four (4) absent, 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; 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 11-604 of the Zoning Code governing Site Plan review, and the standards established in subsection 11-606 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 detailing the Proposed Improvements 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. <u>Compliance with Plans</u>. All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as <u>Exhibit B</u>.
- B. <u>Compliance with Codes, Ordinances, and Regulations</u>. 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. <u>Building Permits</u>. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. <u>Installation of Light Shields</u>. Two (2) types of light shields shall be installed on each of the light fixtures, on all ten (10) existing light poles in the parking lot. Each light pole shall have both the House Side Shield (HSSCV) and the 80 Degree Cutoff Shield (VHCS) installed. Instead of the House Side Shield (HSSCV), two of the fixtures located in the playground area will utilize a Front Side Shield (FSSCV) because they are oriented in a different direction toward the adjacent single-family homes.
- E. <u>Landscape Plan</u>. The Applicant shall install landscaping in conformance with the Landscape Plan attached hereto as <u>Exhibit D</u> and made a part hereof. The Applicant shall be responsible for the following:

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- a. <u>Removal of the Existing Trees</u>. The applicant shall remove the three (3) existing Austrian Pine trees, which shall include the grinding of all tree stumps in April 2022.
- b. <u>Plantings</u>. Nine (9) Thuja Green Giant Arborvitaes shall be planted within the fifty-four (54) foot long landscape bufferyard area indicated on the Landscape Plan submitted by the Applicant, attached hereto as <u>Exhibit D</u> and made a part hereof. The number of arborvitae planted must provide a dense, visual barrier that screens the parking lot and lights from 127 E. Third Street in accordance with Section 9-107(H) of the Zoning Code. All selected arborvitaes must be at least six (6) feet in height at time of planting in April 2022.
- c. Changes to the Landscape Plan. Any subsequent changes to the approved landscape plan shall require approval as either a minor or major adjustment pursuant to the process for adjustments to approved Site Plans. A minor adjustment may be approved administratively by the Village Manager, after consultation with the Chair of the Plan Commission and the Chair of the Zoning and Public Safety Committee, without obtaining separate approval by the Board of Trustees. Significant changes to the approved landscape plan may be forwarded to the Village Board, and possibly the Plan Commission, for review in accordance with the Zoning Code procedures for major adjustments.
- G. <u>Dimmable Capability</u>. The new LED light fixtures to be installed shall be ComfortView Neighborhood LED Street Light fixtures manufactured by LeoTek, and shall have dimmable capability.
- H. <u>Light Timer System</u>. All new parking lot LED light fixtures shall be put on a timer system so that the parking lot lights are automatically turned off nightly at 10:00 p.m. The turn-off time may be extended on evenings when the Applicant has a scheduled event that requires the parking lot lights to be on after 10:00 p.m. and for these events the parking lot lights shall be promptly turned off no later than 30 minutes after the last staff person, volunteer, church attendee, or occupant leaves the property. The parking lot lights shall be placed on a separate timer system than the lighting for the monument sign located at the intersection of Garfield Avenue and Third Street, which shall be turned off nightly at 9:00 p.m.

SECTION 5: <u>Violation of Condition or Code.</u> 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

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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.

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ADOPTED this day of, 202	22, pursuant to a
roll call vote as follows:	
AYES:	
NAYS:	
ABSENT:	
APPROVED by me this day ofattested to by the Village Clerk this same day.	, 2022, and
Thomas K. Cauley, Jr., Village Pre	sident
ATTEST:	
Christine M. Bruton, Village Clerk	
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLIC CONDITIONS OF THIS ORDINANCE:	CANT TO THE
Ву:	
ts:	
Date:, 2022	

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THAT PART OF THE SOUTHWEST QUARTER OF BLOCK FIVE OF THE PLAT OF WM. ROBBINS' FIRST ADDITION TO HINSDALE, ALSO PART OF LOT 2 IN BLOCK "A" OF THE PLAT OF WM. ROBBINS' PARK ADDITION TO HINSDALE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF GARFIELD AVENUE (ALSO KNOWN AS GARFIELD ST.) WITH THE NORTH LINE OF THIRD STREET IN THE VILLAGE OF HINSDALE, AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID GARFIELD AVENUE (STREET) 323.35 FEET MORE OR LESS, TO A POINT 8 FEET SOUTH AND 66 FEET EAST OF THE SOUTHEAST CORNER OF BLOCK 6 OF THE PLAT OF THE TOWN OF HINSDALE (BEING THE SOUTH LINE OF THE WESTPHALN PROPERTY); THENCE EASTERLY ALONG SAID SOUTH LINE 125.0 FEET TO THE SOUTHEAST CORNER THEREOF: THENCE NORTH ALONG THE EAST LINE OF SAID PROPERTY 14.65 FEET, MORE OR LESS, TO THE EAST-WEST CENTER LINE OF SAID BLOCK 5 OF WM. ROBBINS FIRST ADDITION; THENCE EASTERLY ALONG SAID CENIER LINE 99.3 FEET TO AN IRON PIPE IN FENCE CORNER; THENCE SOUTHERLY ALONG FENCE AND LINE OF OCCUPATION 348.0 FEET TO A STONE IN THE NORTH LINE OF SAID THIRD STREET THAT IS 106.5 FEET WESTERLY, MEASURED ALONG THE NORTH LINE OF SAID THIRD STREET. FROM THE SOUTHEAST CORNER OF LOT 2 IN BLOCK "A" IN SAID ROBBINS' PARK ADDITION TO HINSDALE; THENCE WESTERLY ALONG THE SAID NORTH LINE OF THIRD STREET 225.2 FEET TO THE PLACE OF BEGINNING, BEING A SUBDIVISION IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1866 AS DOCUMENT 7893, IN DU PAGE COUNTY, ILLINOIS.

P.I.N.s: 09-12-207-009; 09-12-207-010; 09-12-207-011; 09-12-207-012; 09-12-207-013; 09-12-207-014; 09-12-207-018; 09-12-207-019; 09-12-207-020

COMMONLY KNOWN AS: 137 S. GARFIELD AVENUE, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS (ATTACHED)

UNION CHURCH OF HINSDALE

April 1, 2022

Thomas K. Cauley, Jr., President and Trustees Village of Hinsdale Village Hall Hinsdale IL 60521

Re:

Union Church parking lot light replacement

137 S Garfield A-01-2022

Dear President Cauley and Trustees:

As you know the Union Church continues to desire to replace the twenty (20) year old high intensity sodium vapor light heads in the church parking lot with new energy efficient LED light heads. We propose a one - for -one replacement, changing only the light heads in the previously approved locations, on the existing previously approved poles. The new lights will reduce energy use from 3,000 watts to 792 watts, a 74% reduction in energy use, and will reduce the lighting level in the parking lot by at least 50%. The lights will have shields and louvers so the escaping light at the residential lot line to the east, and the property line to the south is reduced to 0.0 foot candles, well below the permitted 0.5 foot candles. Specs for the lights, shields and louvers are attached (Ex 1)

Fortunately ComEd has extended their energy saving improvement grant for us to early May, so we expect to meet their time line provided the Village grants our requested approval for the replacment of the light heads.

I have attached a landscape plan (Ex 2) showing the removal of three (3) Austrian Pines including their stumps, and the installation of nine (9) Thuja Green Giant Arborvitae in a line as shown on the plan. The trees will be a minimum of six feet (6') tall and spaced six feet (6') appart. The trees grow quickly, up to 30 to 35 feet tall, and grow 6 to 8 or more feet wide. Any closer spacing than proposed may stunt the growth of the trees. Information on the Thuja Green Giants is attached as Ex 3. The Church has made a deposit on the trees to insure their availabity. As soon as the Village approves the Site Plan and Apperance Approval for our replacement of the light heads, we will remove the existing trees and stumps, and plant the new trees on delivery - expected in April. Our neighbor, Nancy Cox, has reviewed and approved the attached planting plan. Ex 4.

The church has recieved a contribution specifically to fully fund installation of these trees. As such we request the Village waive the suggested cash escrow or bonding for this landscaping.

As to other issues raised by the Board, Plan Commission or neighbors:

- The replacement of the light heads will have no effect on storm water.
- The new bullitin board sign at the corner of Third and Garfield now has a separate timer set to turn off at 9:00 pm.
- The parking lot lights will be on the Church's Building Automation System. They will be set to turn off at 10:00 pm, but as required will remain on when the church is occupied. If some lighting is required beyond that, it will be reduced to security level.
- We do not know the number of times church occupancy will go past 10:00 pm, but at our church, is in other public buildings in the village, government and park buildings, schools, businesses, many adjacent to residences, occupancy does go past 10:00 pm. On a small number of religious events and other church events within the Church's mission, the Church is occupancied over night. On those occassions, the parking lot must remain lit.

We believe our Church, like the many other Churches in the Village has been an imprtant part of the fabric of the community. We ask your support in our effort to care for creation and improve our environment by reducing our energy (electric) foot print, and reducing our ambient light escaping our property. We look forward to your favorable review of this proposal.

Very truly yours,

Matthew Klein Building and Grounds Committee

cc: Sharon Olsen

UNION CHURCH OF HINSDALE

In working with our neighbors to the east and to the south, by sending emails, conducting meetings and visiting on the site with them we have heard their concerns. We have agreed to the following requests.

- 1. We have added louvers and shields on every fixture in the parking lot. This is an added cost to the church. This shields the light from stray light and excessive glare.
- 2. We have agreed that 0.5 fc 1.0 fc average on the parking lot is acceptable
- 3. We have agreed to add arbor vitae trees to screen the neighbor to the south in the fall of 2022. The trees will cover a 54' span. Bids were obtained and a contract signed with Jung Landscape LLC. A drawing is included. Our neighbor to the east approved this plan and layout.
- 4. The fixtures have the option to dim if needed. We have agreed to dim fixtures if the neighbors object so long as it doesn't reduce the fc average below 0.5 fc.
- 5. We plan on lights on from dusk to 10:00 PM with the exception of Christmas eve when we hold late services or if the Church has late meetings. We have a timer that has been set to go on at 5:30 PM and off at 10:00 PM currently. We have divided the timer for the signage. The sign and bollards on Garfield will go off at 9PM.
- 6. We respectfully ask for a swift approval so that we may be granted the rebate that Com Ed has offered. There is a May 13 deadline to get this money. We met with the Planning commission 2/9/22 and were approved. We have applied for an electrical permit as well and await this approval.



Project Type

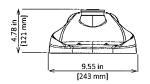
Catalog No.

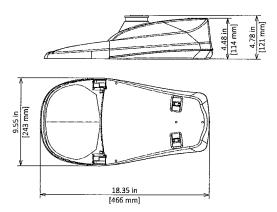
ComfortView™

Neighborhood LED Street Light (CV)

Luminaire Data

Weight 8lbs [3.6kg] **EPA** 0.39 ft²





Ordering Information

Sample Catalog No. CV1-H-MV-40K-2R-GY-045-FOC

Product	LED Code	V	oltage		Color perature		Distribution	Fi	nish¹	Output Code ²		Options
CV1	Н	i	120-277V 347-480V	27K 30K 40K	2700K 3000K 4000K	2R 3R	/ i —	GY DB BK	Gray Dark Bronze Black	025 030 035 040 045 050	FOC³ LPCR PCR7⁴ PCR7-CR⁵	Fixed Output Code Less Photocontrol Receptacle ANSI 7-wire Photo- control Receptacle Control Ready 7-wire P Receptacle
										060 070 075 080	WL 4B RWG SWTB	Utility Wattage Label 4-Bolt Mounting Brack Rubber Wildlife Guard Straight Wire Terminal Block Bubble Level Coastal Paint Finish

Notes:

- 1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- 2 Specified output code is the factory set lumen performance. Field adjustable is standard via an eight-position output selector. Refer to output data table on this spec sheet. An illustration of the output selector and its label is shown on page 2. Consult factory if special output setting is required.
- 3 Non-field adjustable, fixed lumen output. Specify required output code. Not available with PCR7-CR option.
- 4 Includes output selector that enables field adjustability of light levels. Includes connectors to allow easy upgrade of wireless dimming via PCR7. Wireless node by others.
- 5 Control-ready wired at factory for wireless node dimming (node by others). Output selector not included in the fixture. Not able to adjust above specified drive current.
- 6 Specify the CF Option for coastal installation. See warranty for details.
- 7 Flush mounted Cul-de-Sac Shield cuts light off at 1 times the mounting height behind the luminaire, 1% in front, and 2% times the mounting height laterally.
- 8 Flush mounted Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire (street side) and 2½ times the mounting height laterally.
- 9 Flush mounted House Side Shield cuts light off at 1 times the mounting height behind the luminaire and 2% times the mounting height laterally.
- 10 80 Degree Cutoff Shield mitigates high angle glare above 80 degrees from nadir and cuts light off at 1% times the mounting height behind and 2% times the mounting height laterally.
- 11 Specify Color (GY, DB, BK)
- 12 Specify MV (120-277V) or HV (347-480V).

Accessories* CSSCV7 Cul-De-Sac Side Shield, Snap-On* FSSCV⁸ Front Side Shield, Snap-On* HSSCV9 House Side Shield, Snap-On* VHCS¹⁰ 80 Degree Cutoff Shield* PTB¹¹ Pole Top Tenon Horizontal Arm Bracket PTB211 Pole Top Tenon Horizontal Arm Bracket (2@180°) RPB¹¹ Round Pole Horizontal Arm Bracket SPB¹¹ Square Pole Horizontal Arm Bracket WB11 Wall Horizontal Arm Bracket LLPC12 Long-Life Twist Lock Photocontrol SC Twist Lock Shorting Cap **BSK** Bird Deterrent Spider Kit

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSSCV, CSSCV, FSSCV and VHCS specify as option in luminaire catalog number. HSSCV, CSSCV, FSSCV can be installed without a tool, but a tool is required for removal. 80 Degree Cutoff Shield (VHCS) requires a Phillips head screwdriver for installation.











^{© 2021} Leotek Electronics USA. Specifications subject to change without notice. ComfortView_Series_Specification Sheet_07-20-2021.





Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket (4B option) is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass by independent lab. Mounting has leveling adjustment from ± 5° in 2.5° steps. All hardware is stainless steel. Electrical components are accessed without tools via die cast aluminum door with stainless steel quick release latches. Provided standard with removable polycarbonate wild life guard. For additional protection, optional rubber wildlife guard (RWG) which conforms snugly to the mast arm is offered.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (L90 \geq 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDS have correlated color temperature of 2700 (27K), 3000 (30K), 4000 (40K), and 70 CRI minimum. LEDs are 100% mercury and lead free.

Field Adjustability

LED lumen output can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified output code will be the factory set output. Field adjustments can be made with the output selector included in the fixture. Field adjustable range shown in performance data table.

Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems

Two-stage reflective optics produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Front side shield cuts light off at approximately one mounting height in front of luminaire (street side). 80 degreee cutoff shield eliminates very high angle glare above 80 degrees from nadir. All shields are field installable without tools.

Flectrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard.
ANSI C136.41 7-wire (PCR7) photocontrol receptacles is available. All photocontrol receptacles have a tool-less rotatable base.
Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Standard finish tested to withstand 5000 hours in salt spray exposure per ASTM B117 and Coastal Finish per ASTM G85. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. 2700 and 3000K ComfortView fixtures are certified as Community Friendly Lighting Equipment by the Smart Outdoor Lighting Alliance (SOLA). Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Vandal Resistance

Housing and optics rated to IK10

Standards

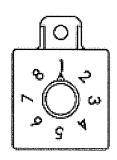
Luminaire complies with:

ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77

Other: FCC 47 CFR, IEC 60598, ROHS II, UL

1449, UL 1598

Example of ComfortView™ Output Selector and Label:



W Est Im
1:66 / 7000
2:48 / 5500
3:43 / 5000
4:38 / 4500
5:34 / 4000
6:29 / 3500
7:24 / 3000
8:19 / 2500



Performance Data¹

All data nominal. IES files for all CCTs available at leotek.com.

Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) ²	Efficacy (Lm/W)	Field Adjustable Output Range
		025	190	19	2242	118	A
		030	250	24	2892	120	
		035	; 300	29	3463	119	
	2700K (27K)	040	350	34	4163	122	
	27008 (278)	045	400	38	4535	119	
		050	460	43	4998	116	
		055	520	48	5479	114	
		070	700	66	7220	110	\
		025	190	19	2412	127	A
		030	250	24	3073	128	
		035	300	29	3676	127	1
CV1-H	3000K (30K)	045	350	35	4423	128	
CAT-II	3000K (30K)	050	400	38	4777	126	1
		055	460	45	5561	124	
		060	520	49	5800	118	
		075	700	67	7722	115	-
		025	190	19	2675	139	A
		035	250 ·	24	3294	137	
		040	300	. 29	3930	136	
	4000K (40K)	045	350	34	4561	134	
	4000K (40K)	050	400	38	5059	133	
		055	460	43	5594	130	
		060	520	48	6147	128	
		080	700	67	8227	123	1 1

Notes

¹ Data shown above is for type 2 optic. For type 3 optic, consult IES files for specific data at Leotek.com

² Nominal lumens. Normal tolerance ± 10% due to factors including LED bin variance, and ambient temperatures.



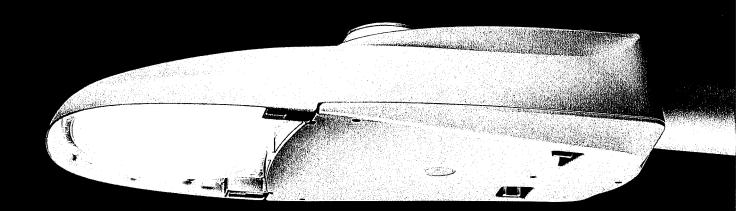
ComfortView™ Neighborhood LED Street Light (CV)

BUG Ratings

a nominal. IES i	iles for all CCTs availab	le at leotek.com.		Type 2	Туре 3
Product	Color Temperature (CCT)	Output Code	Drive Current (mA)	BUG Rating	BUG Rating
		025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
	27008 (278)	040	350	B1-U0-G1	B1-U0-G1
	2700K (27K)	045	400	B1-U0-G1	B2-U0-G1
		050	460	B1-U0-G1	B2-U0-G1
		055	520	B1-U0-G1	B2-U0-G1
		070	700	B2-U0-G1	B2-U0-G2
		025	190	B1-U0-G1	B1-U0-G1
		030	250	B1-U0-G1	B1-U0-G1
		035	300	B1-U0-G1	B1-U0-G1
CV1-H	3000K (30K)	045	350	B1-U0-G1	B1-U0-G1
CVI-II	3000K (30K)	050	400	B1-U0-G1	B2-U0-G1
		055	460	B1-U0-G1	B1-U0-G1
		060	520	B1-U0-G1	B2-U0-G1
		075	700	B2-U0-G1	B2-U0-G2
		025	190	B1-U0-G1	B1-U0-G1
		035	250	B1-U0-G1	B1-U0-G1
		040	300	B1-U0-G1	B1-U0-G1
	4000K (40K)	045	350	B1-U0-G1	B2-U0-G1
	4000K (40K)	050	400	B1-U0-G1	B2-U0 - G1
		055	460	B1-U0-G1	B2-U0-G1
		060	520	B2-U0-G1	B2-U0-G1
		080	700	B2-U0-G1	B3-U0-G2

ComfortView[™]

Neighborhood Street Lights



Application and Technical Overview



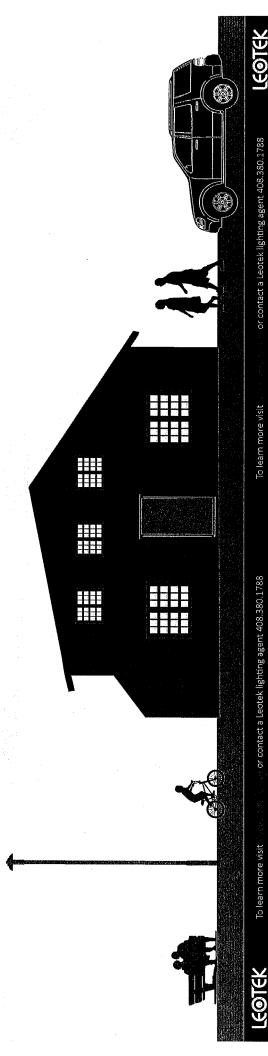
www.leotek.com

LED street lights first entered the marketplace nearly a decade ago. Since from those early installations, especially residential installations, are that that time, millions of luminaires have been specified, installed, and most residents often prefer lower light levels, and warmer color temperatures. importantly, experienced by the public. Some of the lessons-learned

Another element of street lighting that citizens are becoming increasingly luminaire selection must be especially sensitive to glare and the needs of applications, however for residential street light applications, design and aware of is glare. Glare control is important for all outdoor luminaire motorists, pedestrians, cyclists, and residents.

creatures; and to limit glare for pedestrians, bicyclists, and drivers." energy-efficient way to illuminate streets, it's important to direct the supports visibility, safety, and the health of humans and other living any other technology. This means that although LED lighting is an light only where it's needed; to make sure the emitted spectrum ...it should be used with the same prudence with which we use

Get the Facts: LED Street Lighting, June 21, 2016 - Department of Energy (DOE),



or contact a Leotek lighting agent 408.380.1788

To learn more visit

the general public is not usually aware of According to the IESNA RP-8-14 Roadway from various sectors of the public. While specific design requirements of roadway lighting systems, observations of glare, light trespass, and sky-glow, are widely systems are under increasing scrutiny Lighting standard, "roadway lighting perceived and might be subject to criticism"*

contrast of a non-uniform distribution in From the IESNA standard, "Discomfort sensation of discomfort due to high glare is glare producing a sense of annoyance or pain. It produces a the field of view."

ighting should be properly shielded to The AMA also recommends all LED minimize glare...'

AMA Adopts Guidance to Reduce Harm - American Medical Association (AMA), from High Intensity Street Lights (June 14, 2016)

outdoor area and roadway lighting to consumption, with proper optics and LED light sources to reduce energy support of the proper conversion of "The IES is aligned with the AMA in shielding to reduce glare and light trespass,

- IESNA Position Statement PS-09-17, June 2017

*IESNA RP-8-14, Section 3.6

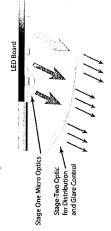
To learn more visit



ComfortView Optics

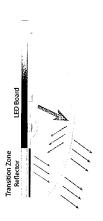
ComfortView Two-Stage Refractive Optics

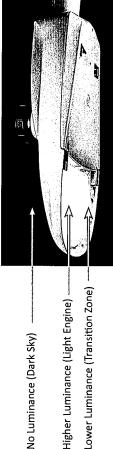
incorporate a single optic above the LED. Two-stage optical systems incorporate a second optic, For residential applications, including local streets, alleys, sidewalks and pedestrian walkways, addressing visual comfort is an imperative. Traditional first-generation LED optical systems which reduces pixelation and glare, and maximizes visual comfort.



ComfortView Transition Zone System

of a dark background can cause glare. To reduce the contrast between the light source and the dark sky, ComfortView incorporates an intermediate lower luminance "transition zone," which A bright light source alone does not necessarily cause glare, but a bright light source in front redirects internally reflected light back out of the luminaire.





No Luminance (Dark Sky)

Field-Tuning of Street Lights

luminaires need to be specified as "field-tunable". cannot anticipate every field condition. Inevitably Even the most thorough street lighting designs there will be light levels too high or too low, or less light or no light at all. For these situations light "trespassing" into an area that requires



Networked Lighting Control Field Tuning of Light Levels

customers can attach networked lighting control nodes. These By specifying industry-standard 7-pin photocell receptacles, "smart" nodes allow for the remote tuning of light output.







Weight 7 lbs [3.2 kg]

EPA 0.39 ft²

Field-Tuning of Light Levels

Comfort View luminaires include a standard dimmable 1-10V power supply with an eight-position LED output selector. This enables field installers the ability to easily change light levels in the field if necessary. The positive-lock current selector ensures light levels aren't changed accidentally during installation.



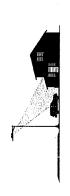
Grey

Field-Tuning of Light Distribution

Comfort View is available with 4 specialized shields to accommodate different light trespass requirements. Convenient Light Trespass Shields can be easily field installed.

House Side Shield (HSSCV)

Shield cuts light off at 1 times the mounting height behind the mounting height laterally the luminaire and 2½ times Flush mounted House Side



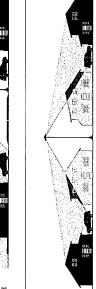
Black

Dark Bronze

Flush mounted Front Side Shield Front Side Shield (FSSCV)



side) and 2½ times the mounting cuts light off at approximately 1% times the mounting height in front of the luminaire (street height laterally.



Shield cuts light off at 1 times

Flush mounted Cul-de-Sac

Cul-de-Sac Shield (CSSCV)

the mounting height behind the luminaire, 1% in front,

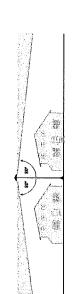
and 2½ times the mounting

height laterally.

80 Degree Cutoff Shield (VHCS)



high angle glare above 80 degrees from nadir and cuts light off at 1% times the mounting height behind 80 Degree Cutoff Shield mitigates and 2% times the mounting height laterally.

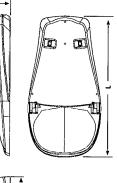


ComfortView Specifications

Dimensions

Height	4.48"	121mm
Width	9.55″	243mm
Length	18.35"	466mm





Distribution Types

Standard Finishes



Available Color Temperatures

·2700K



·3000K ·4000K



- Sized for residential street applications.
- Lumen packages up to 8,227 Lumens.



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SCL

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ComfortView™















or contact a Leotek lighting agent 408.380.1788

To learn more visit

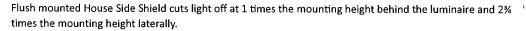
LE©TEK



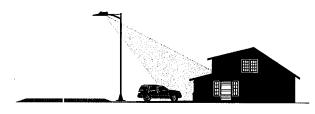
Exclusive Snap-On Light Trespass Shields for ComfortView[™] LED Street Lights

ComfortView™ light trespass shields provide a range of options for controlling light distribution at the source and can be easily installed at the factory or in the field.

House Side Shield (HSSCV)



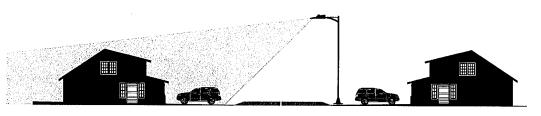




Front Side Shield (FSSCV)

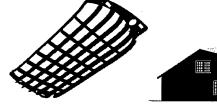
Flush mounted Front Side Shield cuts light off at approximately 1½ times the mounting height in front of the luminaire (street side) and 2½ times the mounting height laterally.





Cul-de-Sac Shield (CSSCV)

Flush mounted Cul-de-Sac Shield cuts light off at 1 times the mounting height behind the luminaire, 1¾ in front, and 2¼ times the mounting height laterally.



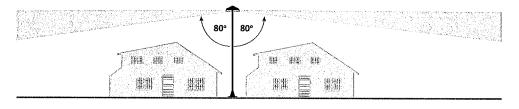




80 Degree Cutoff Shield (VHCS)

80 Degree Cutoff Shield mitigates high angle glare above 80 degrees from nadir and cuts light off at 1% times the mounting height behind and 2% times the mounting height laterally.

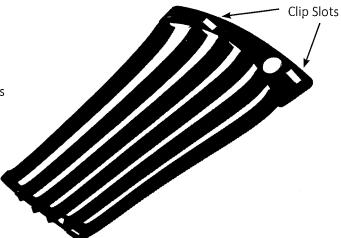




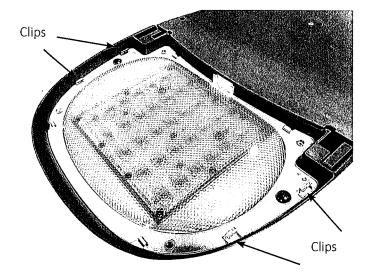
ComfortView[™] Snap-On Light Trespass Shield Installation

Leotek's HSSCV, CSSCV, and FSSCV Light Trespass Shields for ComfortView allow for easy snap-on installation in the field.

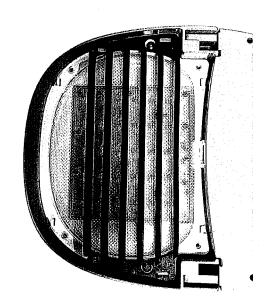
Each shield, regardless of type, has slots for securing the clips along both edges of the ComfortView light engine cover.



Align the slots with the corresponding clips along the edges of the ComfortView Light Engine.



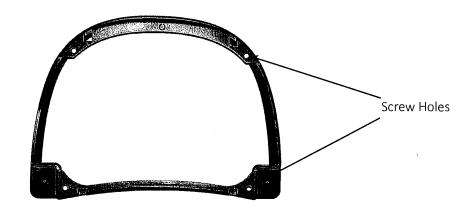
Place the shield so that the slots align with the clips along the edge of the ComfortView Light Engine, then simply push the edges of the shield down to clip it into place.



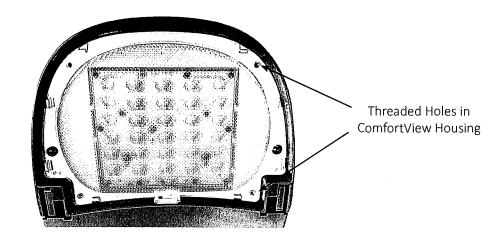
ComfortView[™] 80 Degree Cutoff Trespass Shield Installation

Leotek's 80 Degree Cutoff Light Trespass Shield (VHCS) for ComfortView is easily installed with a screw in each corner.

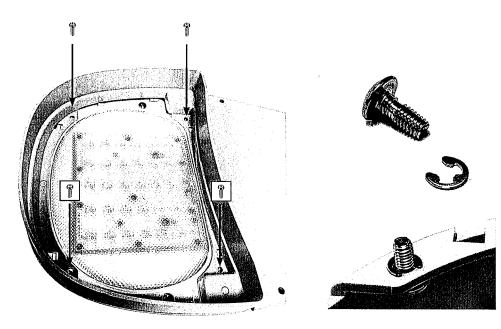
The 80 Degree Cutoff Shield has mounting holes in all four corners that correspond with threaded holes in the housing. Mounting screws are provided with the shield.

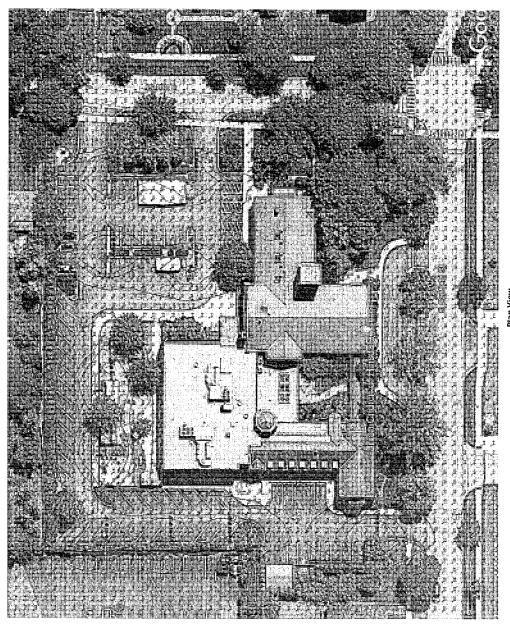


Align the holes in the shield with the corresponding holes along the edges of the ComfortView Light Engine.



Captive screws are attached to each corner of the 80 Degree Cutoff Shield to align with the threaded holes in the fixture's housing. Place the shield on the underside of the light fixture as shown and firmly tighten the screws.





Symbol	Label	Quantity	Symbol . Label Quantity Manufacturer	Catalog Number	Description	Number Lamps	Number Lumens Light Loss Lamps Per Lamp Factor	Light Loss Factor	Wattage
·	A-HS	8	Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 070-HSSCV VHCS 1	Lectek Electronics USA CV1++Nv27X-3R×XX- Gray formed aluminum housing, black UTC PTC+HSSCV VHCS 1 plestic shields, clear plastic police, clear plastic police, clear plastic police, clear plastic shields.	1	4143	0.93	65.7
٥٠٥	B-HS	2	Leotek Electronics USA []		[]	H	[] 0.93		130.8295
о.o			Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 075-FSSCV VHCS 1	Leatek Electronics USA CVI-H-MV-27K-3R-XX- Gray formed aluminum housing, black DLC 075-FSSCV VHCS 1 placks chiefus, deer placest copies, clear placement places confosure patterned places confosure	1	3846	0.93	65.4287
E1+D			Leotek Electronics USA LLC	CV1-H-MV-27K-3R-XX- 075-HSSCV VHCS 1	Leotek Electronics USA CV1+H-MV-27X-3R-XX- Gray formed aluminum housing, black LLC plastic shelds, Garp Adalogo, Glast Control State (Parts cholics, Glast Adalogo, Glast Child State (Parts enclosure patterned plastic tens enclosure	п	4143	0.93	65.4008

Description	Symbol Avg	Avg	Max	Min	Min Max/Min Avg/Min	Avg/Min
2. ALL CALC POINTS	+	0.2 fc	0.2 fc 13.1 fc 0.0 fc	0.0 fc	N/A	N/A
1. PARKING LOT ONLY	×	0.7 fc	7.1 fc 0.0 fc	0.0 fc	A/A	N/A
NOTES:						
1. CALCULATION POINT WORK PLANE: GRADE LEVEL 2. FIXTURE MOUNTING HEIGHT: 15'-0" ABOVE GRADE	IT WORK F	LANE: G	RADE LEV BOVE GR	교 항		

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-01-2022 – 137 S. Garfield Avenue – Union Church Parking Lot Lighting – Exterior Appearance and Site Plan Review to allow for the installation of new LED parking lot light fixtures on the existing light poles for Union Church located at 137 S. Garfield Avenue in the IB Institutional Buildings District

PROPERTY:

137 S. Garfield Avenue (PINs: 09-12-207-009; 09-12-207-010; 09-12-207-011; 09-12-207-012; 09-12-207-013; 09-12-207-014; 09-12-207-018; 09-12-207-019; 09-12-207-020)

12-20

APPLICANT:

The Union Church of Hinsdale

REQUEST:

Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: February 9, 2022

BOARD OF TRUSTEES 1ST READING: March 1, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from The Union Church of Hinsdale requesting approval of an Exterior Appearance and Site Plan Review to allow for the installation of new LED parking lot light fixtures on the existing ten (10) parking lot light poles at Union Church located at 137 S. Garfield Avenue in the IB Institutional Buildings District.

Single-family homes in the R-1 Single Family Residential District are located to the east and south of the site. Hinsdale Middle School is located to the east in the IB Institutional Buildings District. The north side of the subject property is adjacent to an office building in the O-1 Specialty Office District and Grace Episcopal Church in the IB Institutional Buildings District. The subject property is located in the Robbins Park Historic District. The subject property is located within 250 feet from a single-family zoning district, therefore, the applicant was required to provide public notice via the newspaper, certified mail, and signage for this project.

PUBLIC MEETING SUMMARY AND FINDINGS: On February 9, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Chairman Cashman noted that there was an error on the agenda that incorrectly labeled the agenda item as a public hearing, however, the request should have been labeled a public meeting. Matthew Klein and Sharon Olsen, representing Union Church, provided an overview of the plans and answered questions from the Commissioners. Several residents also attended and provided public comment.

Mr. Klein stated the existing high pressure sodium light heads will be replaced with an energy efficient LED fixture. There will be no changes to the existing light poles. The proposed changes will reduce light levels on the property and the plans meet the Village's code requirements. There will be a maximum of 0.1 footcandles at the property line. The applicant has met with the neighbors and they have received feedback that the lights may be able to be cut off further with shields. Mr. Klein stated that Union Church is happy to add additional shields.

Ms. Olsen provided details on the design specifications of the proposed fixtures, including the color temperature, energy efficiency, and shields to reduce glare.

Ms. Olsen stated that the lighting for the monument sign that was recently installed used lighting with a color temperature of 2700K and the proposed lighting will have the same color temperature. The existing high pressure sodium lights are 1800K, so the light will look bluer in color, but the Church has

chosen the warmest color available for this fixture.

Ms. Olsen stated that she has met with several of the surrounding neighbors prior to the meeting to discuss concerns over the proposed lighting plans. One of the neighbors volunteered to build additional shields if the light shields are not sufficient.

Ms. Olsen provided an overview of the existing versus proposed light fixtures, stating that the proposed light fixtures are more in line with dark sky standards. The new fixtures have a lower wattage of 792 watts compared to the 3000 watts with the existing high pressure sodium lamps, making them more energy efficient. Ms. Olsen

Ms. Olsen stated that since Union Church submitted plans to the Village, the Church met with several of the surrounding homeowners to discuss concerns prior to the meeting and agreed to changes to the plans to address comments from the neighbors. Ms. Olsen provided details on the proposed light shields, which would be installed to prevent glare and cut down brightness visible from the adjacent residential properties.

Ms. Olsen stated that the Church has been working with Nancy Cox, the property owner of 127 E. Third Street that is located to the east of the parking lot, to plant arborvitae or other landscaping to better screen her house from the parking lot lights. Information on landscaping was not included in the packet for the Plan Commission to review as these discussions have taken place after the application was submitted.

There was a discussion on the current timer system for the parking lot lights. Ms. Olsen stated that the lights are currently set to turn on at 5:30 p.m. and turn off at 9:30 p.m., but there have been issues with the timer system resetting in the past when there are power outages.

Ms. Olsen stated the lights are being installed as part of a ComEd grant that is intended to enhance energy efficiency on site and reduce costs to the Church.

Commissioner Curry asked for clarification on the color of the fixtures. Ms. Olsen stated the poles are currently a dark bronze color so they plan to install a bronze fixture to match. The mock up they installed for the neighbors is silver, but will be replaced.

Commissioner Curry asked what the height of the light were poles were. Ms. Olsen stated the poles are twelve (12) feet in height and cannot be cut down without great expense.

Commissioner Krillenberger asked about the mock up installed by Union Church. Ms. Olsen noted that only one mock up light was installed in the area closest to Ms. Cox's house to show the neighbors an example of what the lights will look like. The fixture has the 80 Degree Shield installed, but not the House Side Shield installed. Ms. Olsen explained that the plan was to only install these shields on some lights to ensure that there is enough lighting on site. The playground lights will not have these shields installed.

Ms. Olsen stated that each individual light can be dimmed manually. If there is one fixture that appears to be too bright, then they can lower the light level slightly.

Commissioner Crnovich stated that some poles appear taller and they could be creating a problem with glare. Commissioner Crnovich stated she is okay with the proposed color temperature, but asked for clarification on the fixtures that have shields to make sure that the plans were meeting code requirements.

Chairman Cashman stated that the lights near the playground and on the east side near the back of the

single-family homes on Park should have shields. Ms. Olsen noted shields were installed here to make sure there is enough light and there are trees buffering between properties. Ms. Olsen stated they are open to adding additional shields.

Commissioner Crnovich asked about building-mounted lights and provided feedback that additional light shields are needed.

Chairman Cashman asked if any neighbors would like to speak at the meeting.

The property owner of 134 S. Park Avenue, Shannon Frey, spoke at the meeting and stated that their neighbors at 132 S. Park Avenue were unable to attend, but had concerns about the visibility of proposed unshielded lights from their backyard. Ms. Frey noted that their backyard backs up to the Church parking lot and they had not been personally contacted by Union Church. Ms. Frey stated that the parking lot lights are more visible from the backyard of 132 S. Park Avenue so there are concerns on brightness.

Ms. Frey also expressed concerns over LED lights and how they impact people's eyes, that she supported the use of arborvitae for screening on the east property line, and requested that the lights have shields installed to reduce glare and brightness.

The property owner of 127 E. Third Street, Nancy Cox, located to the east of the parking lot, provided photos showing the existing lights and views from her property. Ms. Cox stated that the parking lot area adjacent to her house is significantly elevated, so she is able to see the light fixtures and vehicle headlines from inside her house. The lower branches on the existing trees were significantly trimmed years ago, so the existing landscape screening has not been effective. Ms. Cox stated she is otherwise okay with the lighting levels and LED lights.

Ms. Cox stated she has been working with Union Church to create a plan to install arborvitae or other agreed-upon landscaping to better screen the parking and lights. Ms. Cox stated she grateful that Union Church had been working with her on a plan and requested that the Commission include a recommended condition of approval to replace the bufferyard landscaping adjacent to her house.

Chairman Cashman asked Ms. Cox if she was okay with the Plan Commission making a recommendation that night that Union Church would need to provide adequate dense landscape screening and if she wanted them to come back to the next meeting with a formal landscape plan. Ms. Cox stated she does not want to hold up the project and is okay with this item moving forward to the Board and not coming back to the Plan Commission.

Chairman Cashman summarized the comments from the meeting and expressed concerns that shields were not proposed on certain lights, which could negatively impact the adjacent residential properties, particularly to the east.

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, with the recommended conditions of approval to include the two shields on all lights, provide landscaping to screen the parking lot from the homes to the east, make sure the lights are dimmable, and address timer issues. With the proposed recommended changes, the proposed plans would meet several of the standards related to impacts to screening, landscaping, preventing impacts to surrounding properties (Sections 11-604(F)(1)(f), 11-604(F)(1)(h), 11-604(F)(1)(i)).

Commissioner Krillenberger stated the proposed plans appear to strike a balance between safety, ensuring neighbor concerns are addressed, and compliance with Village code requirements.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Krillenberger and seconded by Commissioner Curry, subject to conditions:

- 1. Install two (2) light shields, both the House Side Shield (HSSCV) and the 80 Degree Cutoff Shield (VHCS), on all light fixtures.
- 2. Work with Nancy Cox, the property owner to the east of Union Church (127 E. Third Street), to create a plan for full landscape screening along the east property line.
- 3. The light fixtures shall have dimmable capability.
- 4. Work to address any issues with the timer system to ensure that parking lot lights are turned off at 10:00 p.m.

The vote carried by a roll call vote as follows:

AYES: Commissioners Crnovich, Curry, Krillenberger, Carter and Chairman Cashman

NAYS: None ABSTAIN: None

ABSENT: Commissioners Fiascone, Hurley, and Jablonski, Willobee

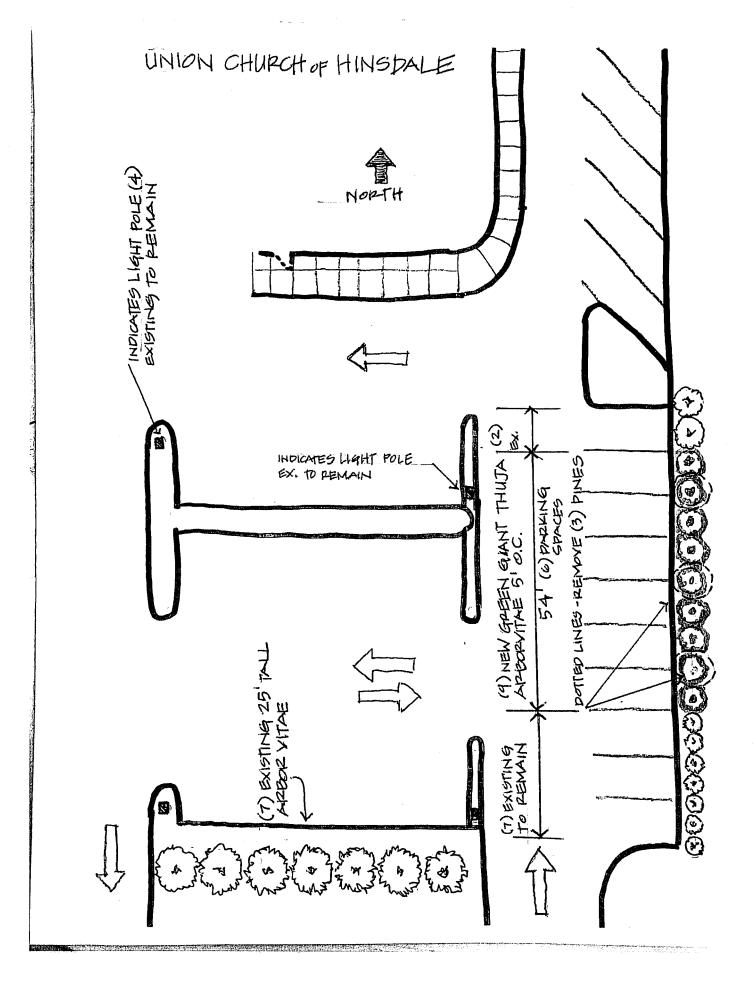
RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of five (5) ayes and zero (0) nays, recommended to the President and Board of Trustees approval of Case A-01-2022, an Exterior Appearance and Site Plan Review to allow for the installation of new LED parking lot light fixtures on the existing light poles for Union Church located at 137 S. Garfield Avenue in the IB Institutional Buildings District, subject to the following conditions:

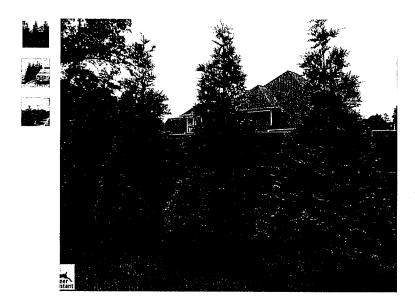
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- 3. The light fixtures shall have dimmable capability.
- 4. Work to address any issues with the timer system to ensure that parking lot lights are turned off at 10:00 p.m.

Signea:	
	Steve Cashman, Chair
	Plan Commission
	Village of Hinsdale
D (
Date:	

EXHIBIT D

LANDSCAPE PLAN (ATTACHED)





Thuja Green Giant grows 3 to 4 ft. yearly, and under ideal conditions can be expected to live for 70 years or more. They are graceful fast growing trees that provide complete privacy, and requires no coddling! No tree is ever completely maintenance free, but Thuja Green Giant arborvitaes are very close.

These trees are becoming more and more popular among landscapers, growers, and homeowners a like. This hardy, fast growing evergreen tree makes the perfect privacy screen! It's is a very easy plant to grow, tolerating almost any soil type and resistant to damage from ice and snow, as well as deer and most other pests.

When you are considering how to grow Thuja Trees, remember that these are easy-care plants. You can shear them if you like, but pruning is not necessary. Irrigate them during dry weather even after establishment to ensure that your plants stay healthy.

Plant 5 to 6 Ft. apart. Stay back 4 Ft. off property lines. Will grow 6 to 8 Ft. wide x 30 to 35 Ft. tall. Do Not plant your Thujas closer than 5 Ft. apart thinking of quicker coverage! If you plant to close together it will cause die-back as trees grow larger, not enough air circulation.





DATE:

March 15, 2022

TO:

President Cauley and the Village Board of Trustees

CC:

Kathleen A. Gargano, Village Manager

FROM:

Robert McGinnis, Community Development Director/Building Commissioner

RE:

Community Development Department Monthly Report-February 2022

In the month of February, the department issued 80 permits including 1 new single family home, 20 residential alterations, and 1 commercial alteration. The department conducted 306 inspections and revenue for the month came in at just under \$65,500.

There are approximately 74 applications in house, including 15 single-family homes and 13 commercial alterations. There are 51 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 54 engineering inspections were performed in the month of February by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 18 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT February 2022

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	F	Y TO DATE		OTAL LAST AR TO DATE
New Single	1	4					
Family Homes							
New Multi Family Homes	0	0					
Residential Addns./Alts.	20	11					
Commercial New	0	0					
Commercial Addns./Alts.	1	3				· · · · ·	
Miscellaneous	13	5					
Demolitions	0	2		-			
Total Building Permits	35	25	\$ 52,153.00		\$103,689.00		\$128,366.00
Total Electrical Permits	22	17	\$ 5,542.00	\$	9,654.00		\$11,154.00
Total Plumbing Permits	23	16	\$ 7,656.00	\$	15,674.00		\$22,165.00
TOTALS	80	58	\$ 65,351.00	······	\$129,017.00	\$	161,685.00

Citations		\$0	
Vacant	18		
Properties			

INSPECTIONS	THIS Month	THIS MONTH LAST YEAR		
Bldg, Elec, HVAC	139	71		
Plumbing	40	30		
Property Maint./Site Mgmt.	73	68		,
Engineering	54	40		
TOTALS	306	209		

REMARKS:



TO:

President Cauley and the Board of Trustees

FROM:

Dan Deeter, PE

DATE:

April 12, 2022

RE:

Engineering March 2022 Monthly Report

The Engineering Division activities include working with the Building Division to complete site inspections, managing Capital Improvement Projects, responding to drainage complaints, and addressing environmental permit obligations. In total, three Engineering employees performed 65 construction site inspections or drainage complaint inspections in March.

Staff submitted five reports in March to state agencies. Four monthly discharge monitoring reports were submitted to the Illinois EPA (one per combined sewer overflow location). Staff submitted an updated Capacity, Management, Operation, and Maintenance Plan (CMOM) to the Illinois EPA following a periodic inspection by the IEPA Des Plaines field office on 03/03/22.

Capital improvement projects and engineering studies:

2022 S. Garfield Street Reconstruction

- 12/08/20 Rempe-Sharp & Associates was awarded the contract for design and construction observation for the project.
- 01/21/22 Bids were opened at IDOT. The low bidder was J. Nardulli Concrete, Inc at \$2,083,485.10. Nardulli successfully completed the 2021 Eighth Street Reconstruction.
- 02/08/22 Nardulli was awarded the project by IDOT and is currently working on meeting IDOT pre-construction requirements.
- 03/23/22 Pre-construction meeting was held attended by Staff, Nardulli and some subcontractors, and IDOT. Nardulli proposes to construct the street in four phases shown on the engineering plans. The first phase will be from Fourth to Seventh Street.
- Staff is currently waiting on a schedule from Nardulli for the project.

2022 Resurfacing Project. Staff and our engineering consultants, HR Green, completed the bid documents (plans and specifications). The bidding process began in late March. Bids will be opened on 04/08/22.

2025-2040 MIP/Pavement Investigation HR Green was awarded the contract for pavement investigation and 15-year MIP development. Staff and HR Green are reviewing options for a Pavement Management software.



Other Engineering Activities

Telecommunications Permit Applications Staff and our telecom consultant continue to review telecommunications permit applications and their potential to impact 5G introduction in Hinsdale. Staff has yet to receive any formal applications for 5G small cell equipment. The following is a summary of the telecommunications permit applications in 2020-2022:

		Approval	Approval
Location	Description	Status	Date
Hinsdale Water Tower	Upgrade antenna &	Pending	
	equipment to 5G		
Various Streets		Approved	09/23/21
		Approved	06/15/21
		Approved	10/25/21
			10/20/21
	·	Approved	07/15/21
			
		Approved	04/29/21
Various Streets	·	Approved	03/15/21
	· · · · · · · · · · · · · · · · · · ·		
Hinsdale Water Tower	Upgrade antenna &	Approved	01/04/21
		Approved	11/02/20
· · · · · · · · · · · · · · · · · · ·	conduit & handholes		
S Lincoln, W 9 th , S	Place 2" HDPE	Approved	10/05/20
Grant, & 55 th Street	conduit & handholes		
	Place 2" HDPE	Approved	07/29/20
Street	conduit		
Hinsdale Hospital	Install fiber optic lines	Approved	02/28/20
	for existing equipment		
	Various Streets York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St. Various Neighborhoods Hinsdale Water Tower S. Lincoln St., 9 th St., S. Madison St. Various Neighborhoods Various Neighborhoods Various Streets Hinsdale Water Tower W. First Street, Harrison Place S Lincoln, W 9 th , S Grant, & 55 th Street S. Madison St. & 55 th Street	Hinsdale Water Tower Various Streets York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St. Various Hinsdale Water Tower Neighborhoods Hinsdale Water Tower S. Lincoln St. Various Hinsdale Water Tower Neighborhoods Various Various Various Hinsdale Water Tower Various Streets Various Ph 1: Replace copper wire with fiber optic cables to interconnect all District 181 Upgrade antenna & equipment to 5G Place 2" HDPE conduit & handholes S Lincoln, W 9 th , S Grant, & 55 th Street S. Madison St. & 55 th Street S. Madison St. & 55 th Street Install fiber optic lines for existing equipment	Hinsdale Water Tower Various Streets Various Streets Maintenance of eight existing small cell locations York Rd., The Lane, N. Garfield St., Maple St., S. Lincoln St. Various Ph 2: Replace copper wire with fiber optic Hinsdale Water Tower S. Lincoln St., 9th St., S. Madison St. Various Various Hinsdale Water Tower S. Lincoln St., 9th St., S. Madison St. Various Various Various Various Various Various Ph 1: Replace copper Approved Cable Various Vapproved Cable Vapproved Approved Approved Approved Cable Vaproved Cable Vaproved Cable Vaproved Cable Vaproved Cable Vaproved Cable Vaproved Cable Approved Approved Cable Vaproved Ca

All private utility construction permits can be viewed on the Village website under Departments > Public Services & Engineering > Private Utility Construction



State and Federal Funding Opportunities A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Veeck Park Wet Weather Facility Hinsdale, Illinois

Date	Overflow Ht. Above Weir (feet)	Precipitation (inches of water)
	(7	,
03/01/22		
03/02/22		
03/03/22		
03/04/22		
03/05/22		0.21
03/06/22		0.01
03/07/22		0.40
03/08/22		
03/09/22		
03/10/22		
03/11/22		0.01
03/12/22		
03/13/22		0.01
03/14/22		
03/15/22		
03/16/22		
03/17/22		
03/18/22		0.47
03/19/22		0.04
03/20/22		
03/21/22		
03/22/22		0.20
03/23/22		0.45
03/24/22		0.10
03/25/22		
03/26/22		
03/27/22		
02/20/22		

0.30	1
March	YTD
3.63	6.10
1.13	0.08
145%	101%
	March 3.63 1.13

0.21

Notes:

03/28/22 03/29/22 03/30/22

1.43

^{1.} Rain data from USGS station at Salt Creek & 22nd Street, Oak Brook, IL

Rev: 04/12/22

Village of Hinsdale

Source	Program	Purpose	Funds Available		Amount
Illinois Commerce Commission	Crossing Safety Improvement Program Oak Street Bridge - 60% Funding	Oak Street Bridge - 60% Funding	2015 Capital Budget	\$	4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	s	825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction 50/50 Reimbursement	50/50 Reimbursement	sə	395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	$July 2010 \cdot 80/20$	€9	680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	ક્ક	1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	₩.	300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	ۥ	340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	8	389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	\$	150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	\$	3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	ક્ક	150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	\$	444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	ક્ક	3,728,196
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	₩	100,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	€9	5,904,514
Illinois Dept of Transportation	Surface Transportation Program (STP) Garfield Street (Chicago Ave.	Garfield Street (Chicago Ave		₩.	906,720
		55th) resurfacing (bid opening: Jan 2022)	70% SPT match		
		Additional \$341,820 awarded at 03/25/21 DMMC meeting	30% local match		
Illinois Dept of Transportation	Surface Transportation Program (STP) Chicago Ave (IL Rte 83 - Garfield)	Chicago Ave (IL Rte 83 - Garfield)	70% SPT match	69	532,000
Illinois Dent of Natural Resources	OSLAD	Renovation of pool	2070 10001 1110011	643	400.000
IDOT	Rebuild Illinois Bond Funds	Street construction/reconstruction	Six disburements of	ક્ક	1,108,241
			\$184,706.76 over 3 years		
Total				₩	25,623,754

Village of Hinsdale Grant Applications Under Consideration

Status				'
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DATE: April 12, 2022

TO: President Cauley and the Village Board of Trustees

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: April Staff Report

The Lodge at KLM Park

Preliminary gross rental and catering revenue for the calendar year-to-date is \$9,375. Rental revenue for the third month of the 2022 calendar year was approximately \$1,775. Staff has nearly every Friday, Saturday, and Sunday from May-November rented at this time. Staff is working to secure weekday rentals, and additional 2022 bookings.

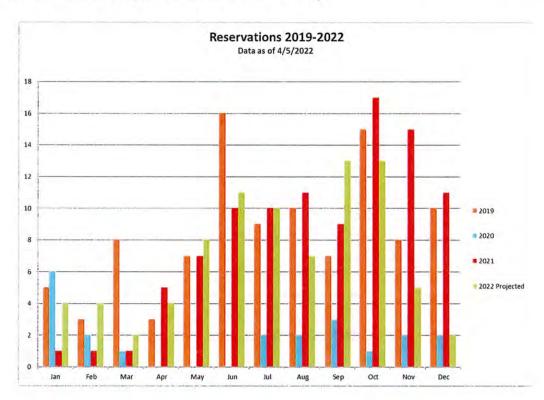
REVENUES	Mai	rch	YT	D	Change	2021	CY 21	CY 2020	CY 20
	Prior Year	Current Year	Prior Current Year Year		Over the Prior year	Annual Budget	% of budget	Annual Budget	% of budget
The Lodge Rentals	\$6,720	\$1,775	\$16,850	\$7,025	(\$9,825)	\$145,000	5%	\$150,000	11%
Caterer's Licenses	\$0	\$2,350	\$0	\$2,350	\$2,350	\$15,000	16%	\$15,000	0%
Total Revenues	\$6,720	\$4,125	\$16,850	\$9,375	(\$7,475)	\$160,000	6%	\$165,000	10%
EXPENSES	March		YTD		Change Over the	2021 Annual	CY 21 % of	CY 2020 Annual	CY 20 % of
	Prior Year	Current Year	Prior Year	Current Year	Prior year	Budget	budget	Budget	budget
	\$10,606	\$13,116	\$25,094	\$35,453	\$10,359	\$151,000	23%	\$236.243	11%
Total Expenses	\$10,000	\$13,110	Ψ20,004	400,400	Ψ10,000	4101,000	2070	Ψ200,240	1170

			T	ne Lodge	Gro	oss Mont	hly f	Revenues				
Month 2017 CY		2017 CY	2018 CY 2019 CY		2020 CY		2	2021 CY	2022 CY			
January	\$	4,624	\$	18,089	\$	6,855	\$	8,475	\$	4,250	\$	2,875
February	\$	4,550	\$	2,495	\$	1,725	\$	1,100	\$	5,880	\$	2,375
March	\$	5,944	\$	8,045	\$	9,804	\$	500	\$	6,720	\$	1,775
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	\$	-	\$	23,975		
July	\$	15,000	\$	16,874	\$	17,466	\$	2,625	\$	16,939		
August	\$	18,555	\$	15,205	\$	17,395	\$	2,000	\$	22,231		
September	\$	15,410	\$	27,860	\$	13,980	\$	3,600	\$	17,376		
October	\$	15,180	\$	12,770	\$	24,085	\$	8,400	\$	28,551		
November	\$	12,500	\$	13,450	\$	13,365	\$	5,880	\$	16,824		
December	\$	8,125	\$	9,125	\$	11,975	\$	10,615	\$	14,283		
total	\$	126,408	\$	168,115	\$	153,588	\$	43,195	\$	180,359	\$	7,025

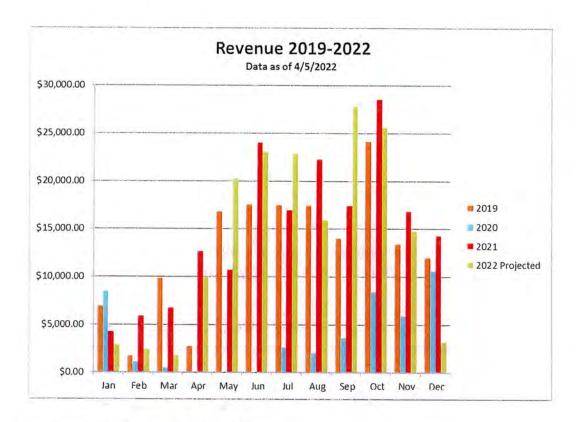




The graph below shows the past three years of Lodge revenue and the upcoming year's projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices are update monthly.







Upcoming Brochure & Events

The summer brochure is live online as of March 14. Registration opened on March 21. Oversized postcards announcing the new brochure and highlighting important dates/information were delivered to homes on March 14. Registration is at a record high for summer programming, with over \$47,000 in sales in the first day of registration.

Staff is now working to compile the fall brochure, which will be released to the community on August 1. Registration for fall will begin on August 8.

Special Events

Upcoming events include:

- Egg Hunt....April 16, 2022 @ Robbins Park
- Park Clean-Up Day..... April 21, 2022 @ local parks

Field & Park Updates

Fields

Spring Field rentals are allocated for spring 2022. Fields opened on April 1, though significant rain restricted usage in the first week. Dominant users continue to be the Hinsdale Little League and



AYSO, in addition to travel soccer and baseball groups, rugby, and lacrosse renters. The Village will be starting a new recreational lacrosse program in collaboration with The Community House and East Ave Lacrosse under the moniker of Hinsdale Herd. The Herd will practice and hold games at Veeck Park, Burns Field, and KLM throughout the year. They are offering both a boys and girls program, for ages Pre-K – 8th grade.

Ice Rink

The ice rink at Burns Field is now closed. The rink opened on January 7 and closed on February 28. There were 47 days of open skating this season.

Parks

Park bathrooms have been prepped and opened to the public on April 1. Veeck park bathrooms floors were resurfaced prior to opening. This leaves only Brook Park bathrooms to be completed in 2023.

Staff is currently working with two Eagle Scout candidates to improve park spaces. One candidate will be updating the flowerbeds at Eleanor's Park and the other will be updating the gazebo and flowerbed at Ehret Park. Staff has other available projects for Eagle Scout candidates if needed.

The Village is also currently accepting applications for seasonal Public Service/Parks employees. Applications can be found at www.villageofhinsdale.org/employment.

Pool

Pool passes went on sale to the public beginning April 1, 2022. Early bird pricing will be available through April 30. Regular season pricing will begin on May 1. An updated pool pass sales report will be available in the May packet.

Employment Opportunities

The Village is also currently accepting applications for summer seasonal staff in the following departments/positions:

Pool staff (dive coach, water polo coach) and Public Services/Parks. Applications can be found at www.villageofhinsdale.org/employment.