#### **MEETING AGENDA**

# **REGULAR MEETING OF THE** VILLAGE BOARD OF TRUSTEES Tuesday, October 18, 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
  - a) Regular meeting of October 4, 2022
  - b) Approve a Resolution Approving the Release of Certain Closed Session Meeting Minutes and Destruction of Certain Closed Session Meeting Recordings of the Board of Trustees of the Village of Hinsdale
- 4. VILLAGE PRESIDENT'S REPORT
- **5. CITIZENS' PETITIONS\*** (Pertaining to items appearing on this agenda)
- 6. FIRST READINGS INTRODUCTION\*\*

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

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

a) Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033

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

b) Waive the competitive bidding process and award a contract to Beverly Companies for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$44.720

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

c) Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue - Airoom\*\*

#### 7. 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) Approve payment of the accounts payable for the period of September 29, 2022 through October 12, 2022 in the aggregate amount of \$1,438,827.03 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 the 2022 50/50 Sidewalk Program to Suburban Concrete in an amount not to exceed \$132,500

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

c) Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); and Amend an Ordinance Amending Section 4-1-9 (Ambulance and Life Support Services Fees in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale Relative to Ambulance and Life Support Services Fees (First Reading – October 4, 2022)

#### 8. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

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

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

- a) Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building 18 E. Hinsdale Avenue Zazu Salon & Day Spa\*\* (First Reading October 4, 2022)
- b) Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building 35 E. First Street Fuller House\*\* (First Reading October 4, 2022)
- c) Waive the First Reading and Approve An Ordinance Approving a Second Major Adjustment to an Exterior Appearance and Site Plan Dr. VanWormer-Hartman 110 E. Ogden Avenue\*\*\*\*

#### 9. DISCUSSION ITEMS

- 10. DEPARTMENT AND STAFF REPORTS
- 11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS
- **12. CITIZENS' PETITIONS\*** (Pertaining to any Village issue)

#### 13. TRUSTEE COMMENTS

#### 14. CLOSED SESSION- 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

#### 15. 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: www.villageofhinsdale.ord

# VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING October 4, 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, October 4, 2022 at 7:01 p.m., roll call was taken.

Present: President Tom Cauley, Trustees Laurel Haarlow, *(present electronically)* Luke Stifflear, Michelle Fisher, Neale Byrnes and Scott Banke

Absent: Trustee Matthew Posthuma

Also Present: Village Manager Kathleen A. Gargano, Village Attorney Lance Malina, Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development Robb McGinnis, Village Planner Bethany Salmon, HR Director Tracy McLaughlin, Superintendent of Parks & Recreation Mike Hayes, and Village Clerk Christine Bruton

#### PLEDGE OF ALLEGIANCE

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

#### **APPROVAL OF MINUTES**

#### a) Regular Meeting of September 20, 2022

Trustee Byrnes moved to approve the minutes of the regular meeting of September 20, 2022, as amended. Trustee Banke seconded the motion.

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

#### VILLAGE PRESIDENT'S REPORT

President Cauley pointed out the Resolution on the agenda that demands State legislators work with public safety representatives, and all community stakeholders, to fix the remaining problems with the Safe-T Act. States Attorney Bob Berlin, who addressed the Board at the September 20 meeting about the provisions of the Act, agreed that adopting such a Resolution would be helpful to show support of efforts to revise the Act. Of concern is the criminal trespass portion of the Act that prohibits arrest and detention in these cases, allowing only for the issuance of a ticket. There is nothing to prevent persons from setting up a tent city in a park or in a person's yard, and no way to remove someone disturbing people in a restaurant, for example. Mr. Berlin, State Representative Deanne Mazzochi and Du Page County Sheriff James Mendrick attended a

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resident meeting last week, and Sheriff Mendrick made a good point stating that not a lot of people are arrested for criminal trespass, but the threat of arrest is powerful. President Cauley said that after January 1, 2023, this will no longer be a credible threat. At this same meeting, when these facts were presented, some residents indicated their solution would be to shoot persons trespassing on their property. President Cauley expressed concern for the consequences of that action for the Village, and reiterated his belief this law must be changed.

The second concern with the Act is the unreasonable limitation of pre-trial detention that will allow perpetrators of many serious crimes, including kidnapping and second degree murder, to be released until trial. The new law states that unless they are a risk to a specific person or are a flight risk, they cannot be detained. It is unconscionable that State Legislators would pass this law considering the current level crime in Chicago. He urged residents to contact their legislators and write Governor Pritzger that changes to the Act are necessary to prevent problems.

President Cauley also made general announcements that October 10 is the last Farmers Market for the season, the Hinsdale Police & Fire Open House will be Saturday October 15, Friday October 14 is the 27<sup>th</sup> Annual Silent Parade to commemorate and remember fallen firefighters, and the Fall Family Fest is on October 15 at the Hinsdale Middle School.

He thanked the Hinsdale Chamber of Commerce, the Hinsdale Historical Society, the Hinsdale Public Library, the Hinsdalean, the Community House, and local businesses for their partnership in these community events.

Additionally, the 2022 Fall Recreation Program Guide is now available and registration is open. President Cauley introduced and welcomed Mr. Mike Hayes, the new Parks & Recreation Superintendent, who has 15 years of experience in his field.

#### **CITIZENS' PETITIONS**

President Cauley confirmed that the property owner of 110 E. Ogden Avenue was present, because he wanted to talk to them about what has transpired in the last couple days. He made note that Mr. Staver and his neighbors have appeared before the Village Board at least once, and have requested a stop work order for the 110 E. Ogden project. The Village said we wouldn't do that because the issue was with the south lot line, and we assured them that the owner could build without touching the south lot line. A Certificate of Occupancy would not be issued until there was satisfaction with a new landscape plan for the south lot line that abuts Staver's property

President Cauley had hoped that a landscape plan would be agreed upon by the neighbors and the owner before the Board meeting on October 18, otherwise the matter would be brought to the Board at that meeting. Saturday morning, he received an email from Mr. Staver stating that shrubbery was being installed on the 110 property. Director of Community Development Robb McGinnis was told by the general contractor for the project that nothing was being planted there, it was just being cleaned up to prepare for planting. The Police were dispatched to the site and told by the landscaper that they were not doing landscaping work, just pulling weeds and cleaning. However, it appeared to the officer that the bushes were different than what was there before, and appeared to be freshly planted.

President Cauley said he thought it was crystal clear that there was to be no planting on the south lot line. He would like an explanation for why trees were planted on the south line, putting the Village and others in a bad position. The Stavers had screening from Ogden Avenue, now there is a two-story building, and no matter whose property it was, the approved site plan assumed the trees were staying.

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Mr. Patrick Walsh, attorney representing Dr. Hartman, addressed the Board. He thinks the Village only has one side of the story. President Cauley interrupted and asked if he understood there was nothing to be done on the south lot line. Mr. Walsh said there is a lot to unpack here, and there is an approved plan. President Cauley disagreed. Discussion followed regarding the activity on Saturday. Mr. Walsh believes there should be a meeting to discuss this matter. President Cauley said on October 18, there will be a landscape plan for the Board to review, they will agree or disagree or make changes, but the occupancy permit will be conditioned on the landscape plan. He agreed to meet with Mr. Walsh. Mr. Walsh said they have been working on the landscape plan, and have been sourcing taller arborvitae. They are not done planting on the south lot line, but it is October already. President Cauley would like this resolved at the next meeting one way or the other.

**Dr. Cara Hartman,** property owner, addressed the Board and explained the changes on Saturday were to replace the existing 8' foot arborvitae with 10' foot arborvitae. They also plan to add 17' foot river birches, but she pointed out that there is a space issue in this area. She believes what was done far exceeded what was there. Nothing new was planted on Saturday, but what was there was replaced.

President Cauley reiterated his concerns about the activity and planting on Saturday, and the angst this caused for the neighbors to see trees being planted when they had been assured by the Village this would not happen.

Dr. Hartman said she appreciates that, but wants the Board to understand their need to get this project finished. She explained that this was a vacant property for 10 years, and they have invested \$4,000,000 from a commercial loan covered by the bank. The timing of the Village is untimely for the draw period for this loan, and for planting. There was poison ivy and poison oak growing along the south lot line that would have been dangerous for anyone visiting the property. She acknowledged that there was one 3" inch diameter tree back there, but it did not provide screening in the winter months. She fully intends to restore the view. She is asking that the Board please understand what they have done with this property and their concerns about Illinois weather, and available nursery stock. She does not know whether a Certificate of Occupancy can be withheld for landscaping, but if this needs to be determined in the Circuit Court of Wheaton, they are prepared to do so. President Cauley said he is happy to meet any night next week to talk about plans.

Trustee Stifflear is of the opinion perhaps there was a certain level of tree that needed to be installed to replace the one that was removed from the neighbor's property. However, he does not think the Village should be determining whether someone trespassed on someone else's property and removed a tree. That should be decided in Wheaton, and to interfere creates misguided expectations of certain parties. He will have the mindset when this comes before him of what was there before, and what do we apply to other applicants in these cases. President Cauley does not think it is relevant whose property the trees were on, but it is relevant that it was understood the existing landscaping would be maintained. Trustee Stifflear explained that only certain sized trees are considered material, the site plan will indicate if something was removed that was a legitimate tree, and it should be replaced. A specific breach should be remedied.

Trustee Fisher asked about a planting schedule and deadlines. Dr. Hartman replied she is not sure of an exact schedule if the Board decides on October 18 that 13 10' foot arborvitae and three 17' foot river birches are reasonable, however, these trees are reserved at the nursery and ready to plant. She understands planting season ends on November 1.

**Ms.** Kelly Staver of 115 Fuller Road, responded to the remarks of Dr. Hartman taking issue with Dr. Hartman's assertion there are problems with timing. She said a letter was sent to the contractor

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and owner on March 30, 2022 stating they needed to apply for a major adjustment, but they did not submit one. She also disagreed with Dr. Hartman's statement the new landscaping is better than what was there before. She said a one-story building was better, and that they did not attend early meetings because they weren't worried about a two-story building because of the existing trees. She also expressed concern about parking lot lights shining into her children's bedroom. She is requesting 'screenage' that touches.

President Cauley said this matter will be continued to October 18, and he will meet with the residents and the owner in the meantime.

#### FIRST READINGS - INTRODUCTION

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

- a) Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); and
  - Amend an Ordinance Amending Section 4-1-9 (Ambulance and Life Support Services Fees in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale Relative to Ambulance and Life Support Services Fees

Trustee Stifflear introduced the item explaining that, currently, ambulatory services are billed on a case by case basis. Approximately 55% of these are Medicaid cases reimbursed by the State. In 2019, the Illinois General Assembly passed a bill that will provide for Federal funds for unrecovered costs associated with transports. In order for Hinsdale to participate in this program, we need to enter into an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS), and submit an annual cost report. This report will be used to determine the cost of ambulatory services per call. This is anticipated to be between \$2,000 and \$3,500, consistent with other communities. This will allow the Village to collect between \$80,000 and \$104,000 more in ambulance related costs.

President Cauley pointed out the bottom line is the Village will get paid more, and residents will not bear the cost. It was noted that the cost of service is evaluated every year, so these revenues will fluctuate.

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

 Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa

Trustee Stifflear introduced the item to allow for second floor window replacement at Zazu. The property is located in the B2 district as are all surrounding properties. The building is a contributing structure in the Downtown Historic District. The applicant is asking to replace 10 second floor windows. He noted that the existing windows are not original. They are proposing to install black aluminum windows. This matter was discussed by the Historic Preservation Commission on September 7 and the Plan Commission on September 14. At both meetings discussions were primarily around the color of the windows. Both groups felt white would be more conforming to the historic nature of the building, but all ultimately decided the black windows would be acceptable. The HPC and the Plan Commission voted unanimously to recommend Board approval of the proposal.

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

 c) Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 35 E. First Street – Fuller House

Trustee Stifflear introduced the item for changes to the exterior façade of Fuller House. The property is located in the B2 District, and is surrounded by B2 properties. It is also a contributing structure in the Downtown Historic District.

The applicant originally requested painting the brick white, but after recommendations from the Historic Preservation Commission and Plan Commission, they have agreed to leave the original brick untouched. They are still seeking approval to replace five lights on the second floor with wall sconces, to cover the existing stone band above the store front with reclaimed wood, install three wood planter boxes along the perimeter of the recessed storefront alcove and along the property line to the sidewalk, and paint the floor in the alcove grey. The HPC and the Plan Commission voted unanimously to recommend Board approval of the proposal.

Ms. Patricia Vlahos, owner, explained the alcove is outside, but on private property. The purpose of painting the floor is to disguise the wear and tear of traffic, and to create a less slippery surface. She noted it would be painted a neutral color.

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

#### **CONSENT AGENDA**

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

a) Trustee Fisher moved to Approve payment of the accounts payable for the period of September 10, 2022 through September 28, 2022 in the aggregate amount of \$741,426.75 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 Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

The following items were approved by omnibus vote:

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

- b) Award year three of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the amount of \$32,535 (First Reading September 20, 2022)
- c) Award Bid #1690 Well #2 Inspection and Repair to Municipal Well & Pump, in the amount of \$104,545 (First Reading September 20, 2022)
- d) Award the 2022 Crack Sealing Program to Denler, Inc. of Joliet, IL in the amount not to exceed \$40,000

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

- e) Approve an Ordinance Amending Section 6-12-3 ('Schedule B; Two-way Stop Intersections') and (Schedule D; Four-way Stop Intersections') of the Village Code of Hinsdale (First Reading September 20, 2022)
- f) Approve Payment to T-2 Systems, Indianapolis, Indiana in an amount not to exceed \$24,908.38 for citation management software (First Reading September 20, 2022)

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

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

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

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

a) Approve a Resolution Supporting Continued Efforts to Resolve Public Safety Concerns with the SAFE-T Act

President Cauley read the Resolution into the record. The Board had no further questions or concerns.

Trustee Byrnes moved to Approve a Resolution Supporting Continued Efforts to Resolve Public Safety Concerns with the SAFE-T Act. Trustee Fisher seconded the motion.

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

b) Approve a Resolution Approving and Authorizing Execution of a Lease of Office/Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois (First Reading – October 5, 2021)

President Cauley introduced the item for the food pantry that shares the Memorial Building with the Village. The first reading in October 2021 indicated the Board did not think a parking lot on the north side of the building was advisable as it would impinge on park land. The fix is parking along the street on Elm, where the Village will install a sidewalk. He believes this is a win-win for HCS and the Village, and will alleviate the current parking issues for the library. If the Village wanted the building sometime in the future, we would have to find another facility for them. This is a 10 year lease, with three additional five year terms. They

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will pay no rent, the Village will pay the utilities. They will pay for upgrades to the building, and the Village will waive permit fees. The Village will install a sidewalk, and do exterior maintenance. HCS will shovel the sidewalk.

**Ms. Susann Oakum of 231 N. Park** addressed the Board as both a volunteer for HCS and a neighbor of the new location. She thinks it's a great idea, will be more efficient, and will enhance our neighborhood.

President Cauley thanked all parties for their cooperation and patience during negotiation of this lease.

Trustee Stifflear moved to Approve a Resolution Approving and Authorizing Execution of a Lease of Office/Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois. Trustee Banke seconded the motion.

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

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

c) Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking) of the Village Code of Hinsdale Relative to Parking (First Reading – September 20, 2022)

Trustee Stifflear introduced the item that is in response to changed commuter patterns as a result of the pandemic, and more people working at home certain days of the week. He recapped the changes the Village is making as outlined fully at the first reading of the item on September 20 and as a discussion item on September 6. With respect to the conversion of 56 spaces at the Robbins Park parking lot to Hinsdale Central student parking, the Board agreed to phase this in at 33% per semester until complete.

Discussion followed regarding the use of an app for payment, but Assistant Village Manager Brad Bloom offered that paying by text is easy and more efficient. This process will be publicized to make it easy for users to find. Police Chief King added that it will effective when the vendor provides appropriate signage.

Trustee Byrnes commented there is a concern about technology and older residents. President Cauley agreed, but added he does not know the solution.

Trustee Stifflear moved to Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking) of the Village Code of Hinsdale Relative to Parking. Trustee Banke seconded the motion.

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

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d) Approve an Ordinance Amending Section 6-12-3 ("Schedule B; Two-way Stop Intersections") and 6-12-4 ("Schedule IV; Yield Right-of-way Streets") of the Village Code of Hinsdale (First Reading – September 20, 2022)

Trustee Stifflear introduced the item that pertains to control devices at intersections, and clarified that in 2021 the Board approved two-way stop signs at Bruner and Hickory with the stop signs installed east and west on Hickory. However, due to a private driveway on Hickory, Public Services staff installed the two stop signs on Bruner instead. The Police Department believes the limited traffic at this intersection provides for some flexibility. This ordinance memorializes how this intersection has been operating since last year.

Trustee Stifflear moved to Approve an Ordinance Amending Section 6-12-3 ("Schedule B; Two-way Stop Intersections") and 6-12-4 ("Schedule IV; Yield Right-of-way Streets") of the Village Code of Hinsdale. Trustee Banke seconded the motion.

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

NAYS: None ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

#### **DISCUSSION ITEMS**

## a) Tollway update

There was nothing new to report. President Cauley suggested we no longer need to carry this item as a discussion item moving forward.

#### **DEPARTMENT AND STAFF REPORTS**

## a) Community Development

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

#### REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

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#### **ADJOURNMENT**

There being no further business before the Board, President Cauley asked for a motion to adjourn to closed session. Trustee Stifflear moved to adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of October 4, 2022 into Closed Session under 5 ILCS 120/2(c)(8) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property, and 5ILCS/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, not to reconvene into Open Session. Trustee Banke seconded the motion.

AYES: Trustees Haarlow, Stifflear, Fisher, Byrnes, Banke NAYS: None

ABSTAIN: None

**ABSENT:** Trustee Posthuma

Motion carried.

Meeting adjourned at 8:14 p.m.

ATTEST:				
	Christine M. Bruton, Village Clerk		<del></del>	



Administration

AGENDA SECTION:

Approval of Minutes

SUBJECT:

Release of Closed Session Minutes

MEETING DATE:

October 20, 2022

FROM:

Christine Bruton, Village Clerk

#### **Recommended Motion**

Approve a Resolution Approving the Release of Certain Closed Session Meeting Minutes and Destruction of Certain Closed Session Meeting Recordings of the Board of Trustees of the Village of Hinsdale

#### **Background**

Chapter 5 ILCS 12/2.06 (d) of the State Statutes requires the Village to periodically review minutes of all closed meetings and make a determination and report in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

Also required by the State Statute cited above, the Village must approve authorization of the destruction of all closed session meeting recordings that occurred 18 months prior to the approval of said resolution.

The approved, written documents are the official record of these meetings and are maintained in perpetuity.

#### **Discussion & Recommendation**

According to policy, the Village Attorney and the Village Manager have reviewed all unreleased minutes, and those minutes recommended for release are as outlined on Exhibit A of the attached Resolution for this purpose.

If the Board has questions or concerns about the content of these minutes, a discussion in Closed Session would be required.

# **Budget Impact**

N/A

# Village Board and/or Committee Action

N/A

#### **Documents Attached**

- 1. Resolution
- 2. Exhibit A and minutes (provided confidentially to the Village Board)

#### **VILLAGE OF HINSDALE**

A RESOLUTION APPROVING THE RELEASE OF CERTAIN
CLOSED SESSION MEETING MINUTES AND DESTRUCTION OF CERTAIN
CLOSED SESSION MEETING RECORDINGS
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE

WHEREAS, the Corporate Authorities of the Village of Hinsdale, DuPage and Cook Counties, Illinois, have, on occasion, believed it to be necessary to meet in closed session and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1, et seq.); and

**WHEREAS**, the minutes of closed session meetings held by the Corporate Authorities of the Village have been duly recorded by the Village Clerk pursuant to the requirements of the Open Meetings Act (5 ILCS 120/1, et seq.); and

WHEREAS, the Open Meetings Act (5 ILCS 120/2.06) also requires the Corporate Authorities of the Village of Hinsdale to periodically review the minutes of closed session meetings not heretofore made available for public inspection in order to determine whether such minutes, or any portions thereof, can be released for public review or should instead remain closed to public review; and

**WHEREAS**, the Corporate Authorities of the Village of Hinsdale have reviewed the minutes of all duly recorded closed session meetings not heretofore made available for public inspection and have ascertained that the minutes of the closed session meetings, or portions thereof, set forth in **Exhibit A**, attached hereto and made a part hereof, no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

**SECTION 1:** Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

**SECTION 2**: The content of the closed session meeting minutes, or portions thereof, set forth in **Exhibit A** shall be and are hereby released for public inspection. The Village Clerk shall be and is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the procedures of the Village Clerk's Office.

<u>SECTION 3</u>: All other sets of closed session meeting minutes, or portions thereof, which have been duly recorded by the Village Clerk and are not listed in <u>Exhibit A</u> for release or partial release shall remain closed to public review until, at least, the next periodic review by the Corporate Authorities of the Village of Hinsdale.

SECTION 4: Beginning January 1, 2004, the Act requires that a verbatim record of all Closed Sessions be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities (a) approve the meeting minutes for each completed Closed Session and (b) authorize the destruction of such recordings, provided at least 18 months has passed since the date of the last such approval or authorization. The Village has elected to maintain a verbatim record of all Closed Sessions in the form of audio recordings. The Corporate Authorities of the Village state as follows: each of the audio recordings of closed session meetings, which were completed more than 18 months ago and for which written minutes have been prepared and approved by the Corporate Authorities more than 18 months ago, shall be destroyed by the Village Clerk on the next business day following the approval date of this Resolution.

**SECTION 5**: The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

<b>ADOPTED</b> this day of vote as follows:	, 2022, pursuant to a roll cal
AYES:	
NAYS:	· .
ABSENT:	
APPROVED by me, and attest	sted by the Village Clerk, on this day of
ATTEST:	VILLAGE PRESIDENT
VILLAGE CLERK	<u> </u>



AGENDA ITEM # 60 CONTROL REQUEST FOR BOARD ACTION
Finance

**AGENDA SECTION:** 

First Reading – ACA

SUBJECT:

2022 Tax Levy Resolution

**MEETING DATE:** 

October 18, 2022

FROM:

Alison Brothen, Finance Director

#### **Recommended Motion**

Approve a Resolution Determining the Estimated Village of Hinsdale Real Estate Tax Levy for Year 2022 in the amount of \$11,750,033.

#### **Background**

In order to comply with the regulations under the Truth in Taxation Act, the Village is required to pass a resolution requesting the levying of property taxes prior to the adoption of the annual tax levy Ordinance.

Under the Property Tax Extension Limitation Law (PTELL or the Tax Cap) the Village is allowed to increase its levy from the previous year's levy by an amount of the lower of the CPI or 5% plus "new construction". The Illinois Department of Revenue stipulated that the 2022 Tax Levy increase will be limited to 5.0% since the CPI as of December 31, 2021 was 7.0%.

The Tax Cap Legislation also provides the ability to levy above the limit to capture "new growth construction". The Village's estimate of new growth in EAV of \$18,000,000 (based on 1/3 of the 2021 adjusted building permit construction value of \$54 million) will allow the Village to capture the additional taxes. Should the final new growth amount be less than this, the County Clerk will reduce the tax levy accordingly per Village direction.

Since tax levy year 2015, the Village has levied taxes separately for police and fire protection as well as police and firefighters' pension for the amount available within the tax cap. The Village also levies taxes for special recreation and debt service, as well as small portion of the firefighters' pension levy, which are exempt from the tax cap.

#### **Discussion & Recommendation**

Attached for the Village Board's consideration is the proposed 2022 tax levy. The proposed Village tax levy for 2022 amounts to \$8,212,001, which represents an increase of \$441,953 (5.69%) from the 2021 extended taxes. When combined with the Library Board's potential request for a 5.92% increase in their levy, the total maximum Village and Library levy amounts to \$11,750,033, which represents an increase of \$639,724 (5.76%) from the 2021 extended taxes.

The following explains the individual line item tax levies for this year:

• The Police and Firefighters' Pension levies this year have been calculated based on an independent actuarial study performed by MWM Consulting Group, the Village's actuary. Based on the Village's actuarial study, the statutory minimum contribution to the Police Pension Fund for the 2022 tax levy is \$736,446, an increase of \$89,283 from the prior year. The statutory minimum contribution to the Firefighter's Pension Fund is \$1,158,406, an increase of \$15,631 from the prior year. Of this contribution amount, \$1,100,486 subject to the tax cap and \$57,920 is exempt from the tax cap.



- After subtracting the Police Pension Fund and Firefighters' Pension Fund contributions from the
  total maximum tax levy that is subject to the tax cap, Village staff recommends that the
  remainder of the tax levy be allocated evenly between police protection and fire protection. The
  amount recommended for the 2022 tax levy is \$3,033,891 for each purpose.
- The Recreation Programs for the Handicapped tax levy (which is exempt from the tax cap) is recommended at \$83,692. This amount reflects a 2% increase over what the Village's actual contribution is to the Gateway Special Recreation Agency for 2022.
- Tax levies totaling \$3,346,194 have already been levied for debt service payments on seven bond issues that were previously issued by the Village. The Village has pledged other resources for the debt repayment on six of these bond issues. In December, we will be abating the tax levy on six of these bond issues, which totals \$3,180,519. After subtracting the tax abatements, only the debt service levy in the amount of \$165,675 from the 2019 non-referendum bonds will remain.

#### Library Levy

The Library levy has been calculated based on the tax cap increase but has not been formally approved by the Library Board, meaning the Library levy could change prior to being finalized. The proposed levy has increased by \$197,771 (5.92%). By State Statute, the Village has no ability to change the Library levy and is required to adopt the levy as approved by the Library Board.

#### Truth In Taxation Law

Since the total levy increase is over 5%, the Village is required to hold a public hearing on the 2022 tax levy. The public hearing is scheduled for November 15, 2022, at which time there will be a first reading on the ordinance levying taxes for the 2022 tax levy.

#### Recommendation

It is recommended that the proposed total net levy of \$11,750,033 be adopted.

#### **Budget Impact**

Property tax revenue provides funding for 38.7% of General Fund operations and 98.8% of Library operations.

#### Village Board and/or Committee Action

N/A

#### **Documents Attached**

- Resolution Determining The Estimated Village Of Hinsdale Real Estate Tax Levy for Year 2022
- 2. 2022 Proposed Tax Levy Summary
- 3. 2022 Tax Cap Calculation

#### VILLAGE OF HINSDALE

#### RESOLUTION NO. R2022-

# A RESOLUTION DETERMINING THE ESTIMATED VILLAGE OF HINSDALE REAL ESTATE TAX LEVY FOR YEAR 2022

WHEREAS, Section 18-60 of the Truth-in-Taxation Law (35 ILCS 200/18-60), provides that the corporate authorities of each taxing district, including the Village of Hinsdale, shall determine the amount of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by general election law, estimated to be necessary to be raised by taxation for the current fiscal year upon the taxable property in the taxing district; and

WHEREAS, Sections 18-70 and 18-75 of the Truth In Taxation Law (35 ILCS 200/18-70 and 18-75) require the corporate authorities of the taxing district to give public notice of and hold a public hearing on its intent to adopt an aggregate tax levy, if the estimated tax levy will exceed 105% of last year's final aggregate levy, including any amount abated before extension.

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

Section 1. Tax Levy Determination. The President and Board of Trustees of the Village of Hinsdale hereby estimate that \$11,750,033, exclusive of amounts to be levied which are attributable to the costs of conducting elections required by the general election law, shall be raised by means of <u>ad valorem</u> property taxes for fiscal year 2022 (January 1, 2022 to December 31, 2022).

Pursuant to Illinois statute, the above estimate can be amended by the Corporate Authorities of the Village prior to the final approval of the real estate tax levy ordinance, which is anticipated to occur at the Regular Village Board Meeting to be held on Tuesday, December 13, 2022.

Section 2. Public Hearing. A public hearing is required pursuant to Section 18-70 of The Truth In Taxation Law (35 ILCS 200/18-70) because the estimated tax levy will exceed 105% of last year's final aggregate levy. The Corporate Authorities of the Village will conduct a public hearing on this proposed levy on Tuesday, November 15, 2022 in the Memorial Hall of the Memorial Building located at 19 E. Chicago Avenue, Hinsdale, Illinois. The required notices for this public hearing shall be posted and published in accordance with applicable State laws, including the Open Meetings Act and The Truth In Taxation Law.

Section 3. Effective Date. This resolution shall be in full force from and after its passage and approval in the manner provided by law.

ADOPTED this day roll call vote as follows:	of	, 2022, pursuant	t to a
AYES:			
NAYS:		•	· -
ABSENT:			
			, , , , , , , ,
APPROVED by me this and attested to by the Village Clerl	k this same day.		
	k this same day.	Jr., Village President	
	k this same day.		
and attested to by the Village Cleri	k this same day.  Thomas K. Cauley,		

# Village of Hinsdale 2022 Proposed Tax Levy Summary Net of All Debt Service Abatements

- Tax Levy	2022 Proposed Tax Levy	2021 Extended Tax Levy	Dollar Increase Decrease	Percent Difference
Village Special Levies	6,151,474	5,810,128	341,346	5.88%
Village Pension Levies	1,894,852	1,789,937	104,915	5.86%
Village Debt Service Levies	165,675	169,983	(4,308)	-2.53%
Total Village Levies	8,212,001	7,770,048	441,953	5.69%
Library Levy	3,538,032	3,340,261	197,771	5.92%
Total Village and Library Levies	11,750,033	11,110,309	639,724	5.76%
Total Village Levy subject to the Tax Cap				* * * * * * * * * * * * * * * * * * * *
Village Special Levies	6,067,782	5,730,257	337,526	5.89%
Village Pension Levies	1,836,932	1,732,594	104,338	6.02%
Total Village Portion	7,904,714	7,462,851	441,864	5.92%
Library Levy	3,538,032	3,340,261	197,771	5.92%
Total For Tax Cap	11,442,746	10,803,112	639,635	5.92%
Non-Capped Funds				
Recreation Programs for Handicapped	83,692	79,871	3,821	4.78%
Firefighters Pension PA 93-0689	57,920	57,344	576	1.01%
Debt Service				
(Net of \$3,185,505 Abatements)	165,675	169,983	(4,308)	-2.53%
Total Village Non-Capped Levy	307,287	307,197	90	0.03%
Total Village & Library Levy	11,750,033	11,110,309	639,724	5.76%
Total Village and Library Levy Subject to Truth in Taxation (all levies except Debt Service)	11,584,358	10,940,326	644,032	5.89%

# Village of Hinsdale 2022 Tax Cap Calculation

	Current
2021 Tax Cap Extension	7,462,851
2022 Tax Cap Multiplier (2021 CPI)	1.05
Maximum 2022 Levy	7,835,993
2021 Final EAV	2,052,459,891
Estimated 2021 Limiting Tax Rate	0.3818
Estimated New Construction Growth EAV	18,000,000
Estimated Annexation Amount	· .
Cushion	-
Estimated Total "New Construction"	18,000,000
Estimated New Construction Tax \$	68,721
Estimated Maximum Tax Levy with	
New Construction	7,904,714
\$ Increase from 2021 Extension	441,864
% Increase from 2021	5.92%





#### REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: First Read - EPS

SUBJECT: Train Station Plowing – Snow Removal Contract

MEETING DATE: October 18, 2022

FROM:

George Peluso, Director of Public Services
Rich Roehn, Superintendent of Public Services

#### **Recommended Motion**

Waive the competitive bidding process and award a contract to Beverly Companies for contracted snow removal and salting of Brush Hill Train Station and Highland Train Station in the amount of \$44,720.

#### Background

The Public Services Department is currently short staffed with two vacant positions. In addition to the vacancies, there are two recent hires that do not currently have their CDL license. This prevents them from operating the larger 5-ton plow trucks. Because of these vacancies, Public Services explored contracting out sections of the Village's snow plan.

The Public Services Department contacted the Village's Parking Deck snow removal contractor, Beverly Companies, and requested proposals for snow removal and salting services at the Brush Hill and Highland Stations. Beverly submitted two proposals totaling \$44,720. The contract is billed in five monthly payments of \$8,944, and includes services up to a seasonal snow accumulation of 45" for the contract term. Snow accumulations over 45" are charged at a rate of \$450/inch (Brush Hill) and \$400/inch (Highland). For reference, the average annual snowfall for the Chicagoland area is 35".

#### Discussion & Recommendation

With the staffing vacancies within the Public Services Department, there is concern that snow removal operations could be impacted especially in the event of larger or longer duration snow storms. By contracting the snow removal and salting of the two train stations, this would free up additional drivers to be assigned to street routes.

It is our intent that this contract will be utilized as a temporary measure for the 2022-23 winter season only. The Public Services Department recommends returning this service to an in-house function once the Department is able to fill all full-time vacancies and have a full complement of CDL drivers. Due to the current labor market, we do not expect to return to full staffing this winter season. In addition, this contract will act as a contingency should we experience any further unplanned reductions in our current full-time staff.

#### **Budget Impact**

There is over \$70,000 in savings from budgeted full-time salaries due to the vacancies to cover the cost of this unbudgeted contract in CY2022. The contract will span two separate fiscal years, and the remaining contract balance will be submitted as part of the CY2023 budget.

#### Village Board and/or Committee Action

N/A

#### **Documents Attached**

- 1. Beverly Companies Proposals
- 2. Contract Documents



# Service Proposal

VILLAGE OF HINSDALE 19 CHICAGO AVENUE HINSDALE, ILLINOIS 60521 Sales: Tom Marsan

509 Highland Road-Highland Station Platform Snow

2022

509 Highland Road Hinsdale, Illinois 60521

Est ID: EST1828290 Seasonal 45"

Email: rroehn@villageofhinsdale.org

Date: Sep-28-2022

Phone: 630-789-7383

**Contract Period:** November 1, 2022 - April 30, 2023 For the duration of the agreement, contract service months include November 1st - April 30th each season.

All agreed areas will automatically be serviced once snow accumulation occurs or when our Certified Third-Party Meteorological Service determines that hazardous conditions exist due to icing, freezing rain, and/or sleeting conditions. The property will be serviced, as needed, due to snow accumulation or the aforementioned hazardous conditions. The prices listed below are seasonal prices, capped at 45" of total snow accumulation, for each season that services are provided. This is your "base rate". Should total seasonal snow accumulations exceed 45" in any given season, work will be billed on a Per Inch basis. Ice only events, which include but are not limited to: ice-build-up, freezing rain, sleet, freezing drizzle, or any icy mix, will be added into snow totals using an industry-accepted multiplier of 10 (i.e. .25" of ice x 10 = 2.5" of snow accumulation to be added to the seasonal snow total). Any changes made to the contract must be approved by an authorized representative of Beverly Snow & Ice, Inc. and a revised agreement must be signed and submitted.

Surcharge Per Inch Above 45.0" - \$400.00/Inch - Snow Total Reporting Station: [LaGrange]

This agreement is between the property owner/manager and **Beverly Snow & Ice Inc.** All checks for payment related to this agreement must be payable to **Beverly Snow & Ice Inc.** 

CONTRACT SERVICES

**Billing Type** 

Shoveling

Per Season

Services to include train platform area outlined on site map.

Sidewalk Salt Application

Per Season

Services to include train platform area outlined on site map. Salt to be provided by the Village of Hinsdale.

SubTotal (All Contract Services)

\$19,195.00

The total price of all seasonal services is \$19,195.00 collected in 5 payments of \$3,839.00 per payment.

#### Standard Conditions & Provisions

The property owner is referred to as 'Client' and Beverly Snow & Ice is referred to as 'Contractor' under the following Standard Terms and Conditions.

The contractor shall defend, indemnify and hold harmless.

b. The Contractor shall provide all labor, materials, tools, equipment, and supervision to perform the following work in a professional manner. The Contractor can install snow stakes along areas being plowed.

c. The Client understands and agrees that:

 The work performed by the Contractor is the plowing of snow on the property and the Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for removal of ice from the property.

ii. Client understands that plowing (or salting) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of salt). Client understands that Contractor assumes no liability for this naturally occurring condition. Client agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

 Reasonably close areas must be made available for pushing snow. If relocation on the site or removal of the snow from the site is required, The Client shall agree to such relocation or removal at an extra charge.

iv. If any portion of the property is inaccessible due to parked vehicles, refuse containers or any other cause or obstacle beyond the control of Contractor such that Contractor is unable to perform work to that portion of the property, Contractor shall be relieved from responsibility for performing work to that portion of the property. Upon request of the Client, the Contractor will return to perform work in areas which had been inaccessible at a separate charge.

 The Contractor is not responsible for the accumulation of blowing and drifting snow after the site has been plowed.

vi. The Contractor is not responsible for snow pushed back onto the property by city or other independent snow plowing operations. Upon the request of the Client, the Contractor will service these areas for an additional charge.

vii. The Contractor shall act as an independent contractor and shall employ and direct such personnel as it requires to perform services, and secure necessary permits in order to perform services and comply with all applicable laws and ordinances.

viii. If sidewalk snow removal is selected as an option, the Client understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. The Client agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe working conditions upon our employees.

ix. The Contractor shall not be liable to the Client for any damage to the Client's property, personal injuries, or other liability arising out of acts outside of the Contractor's control including but not limited to vandalism, flood, fire, wind, hail, rain, snow, freezing, lack of salt availability, or other natural causes or acts of persons other than the Contractor's employees or agents. The Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of application of salt, Calcium Chloride, or other de-icing agents, not for damage done by plowing blade to concrete, asphalt, or other surfaces to be plowed, or to adjoining turf or plant material. Neither party shall be liable to the other for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to , acts of God, of the public enemy or of government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.

x. If the Client shall stop the Contractor from performing any work under this Agreement except in compliance with Section 4 hereof, the Client shall be liable to the Contractor as a result of the stoppage.

 Any written notice required herein shall be sent to the other party by United States mail, certified and postage prepaid; in addition to sending an electronic copy.

xii. The Client shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by the Contractor to collect any sums due from the Client and to otherwise enforce the provisions of this Agreement.

The Contractor shall have and enjoy such lien rights against the Client's premise as the law of the state in which the Client's property is located, give to persons performing the same or similar services as the Contractor. The Client warrants that they

are not presently under contract with any other person or entity for snow removal services for any or all part of the contracted snow season/s with any other snow services removal company, entity, or person.

#### Snow and Ice Maintenance Terms of Service

In consideration of the payments described above, the Contractor shall perform the work as described in Schedule "A" and depicted by the Site Map, at the property, for the duration of the contract.

If requested to do so by the Client, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. Evidence of such insurance shall be provided by the Contractor to the Client upon the request of the Client.

The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Client caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Client acknowledges that some damage to the property of the Client is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing of snow and ice.

The Contractor shall defend, indemnify and hold harmless the Client, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Client within a reasonable time following the occurrence but in any event within 48 hours of the Client first acquiring knowledge of the circumstances of the claim. The client and Contractor expressly waive the right to be indemnified by the other from and against any claim for damages except those which arise due to the negligence or breach of this Agreement by either party.

If there is a conflict within this Agreement, the Site Map (if any) takes precedence over Schedule "A" and Schedule "A" takes precedence over the remainder of the Agreement. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements.

The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lockouts, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

#### Schedule "A" To The Snow and Ice Maintenance Contract

#### Definitions

The Site Map(s) are attached as a part of this Agreement and have been prepared by the Contractor and approved before or after the execution of this Agreement, by the Client.

The Snow Clearing Areas are described in the Site Map and are those areas upon which snow clearing is to occur.

Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor (unless otherwise noted by the Client) where Cleared snow will be placed, subject to Relocation or Removal.

Ice Management Areas are those areas upon which Ice Melting Products are to be applied, through the truck, machine and/or hand applications in accordance with the Site Map.

Clearing involves moving snow from the Snow Clearing Areas to the Snow Stockpiling Areas through Plowing, Pushing or Shoveling as specified in the Site Map. "Clear" has a corresponding meaning.

Plowing involves the Clearing of snow through the use of a plow or blade attached to a truck. "Plow" has a corresponding meaning.

Pushing involves the Clearing of snow through the use of a plow attached to a vehicle or motorized piece of equipment which is not a truck, (ie skid steer, front-end loader). "Push" has a corresponding meaning.

Shoveling involves the Clearing of snow through the use of hand tools, including shovels pushers, blowers and brooms. "Shovel" has a corresponding meaning.

Relocation involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to another location on the Premises in accordance with the Site Map or as directed by the Client. "Relocate" has a corresponding meaning.

Removal involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to a location outside the Premises in accordance with the Site Map or as directed by the Client. "Remove" has a corresponding meaning.

Ice Melting Products, for the purposes of this Agreement, include but are not limited to: sodium chloride (rock salt), magnesium chloride, calcium chloride, potassium chloride, brine, urea, sand, calcium magnesium acetate. Sodium chloride is the specified ice melter unless explicitly specified otherwise in this proposal.

A Snowfall commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.

#### Description of the Work

The Contractor will attend the property, within 1 hour of the first accumulation of 1" of snow during a Snowfall, to commence snow Clearing once in accordance with the Site Map. If further accumulation occurs during a Snowfall, the Contractor will return to commence additional services, as necessary, to clear additional accumulations from the property. During daytime weather events, the Contractor will attend the property within one hour of a 1" accumulation. The Contractor will make every reasonable effort to ensure that aisleways, roads, and sidewalks (where applicable), are kept open during normal business hours (6:00 AM-6:00PM M-F; unless otherwise specified).

The Contractor shall attend at the Premises to apply Ice Melting Products to the Premises in accordance with the Site Map only when the National Weather Services determines hazardous conditions exist due to icing or snow accumulations.

Notwithstanding anything else in this Agreement, the Contractor will not be responsible for any damages or claims with regards to Ice Melting Product Applications on being performed on an On-Call Basis whatsoever relating to or caused in whole or in part by the failure to provide Ice Melting Products to the Premises and the Client will indemnify and save the Contractor and its agents and employees harmless from and against any such claims.

The Client acknowledges that Ice Melting Products, which are not intended to provide traction, are freeze point depressants only, the effectiveness of which will depend on ground temperatures and weather conditions at, and following, the time of their application. The Client further acknowledges that the application of Ice Melting Products will not and cannot result in the immediate or complete removal of ice or snow from the Premises and the Contractor provides no guarantee or warranty that the application of Ice Melting Products will be effective in eliminating ice or snow. The application of Ice Melting Products is towards managing, but not eliminating, the risks associated with snow and ice.

The Contractor will not be responsible to apply the Ice Melting Products if they are not commercially and reasonably available to the Contractor, at commercially reasonable rates. If the Ice Melting Products are not so available, the Contractor will advise the Client promptly and the Client and Contractor will negotiate the extent to which, upon a request being made, alternative ice melting products will be used (if available) and what other steps might be taken to address the issue.

Unless the Site Map provides otherwise, neither Snow Removal nor Snow Relocation are included as part of the Fixed-Price Work but must be requested by the Client as Extra Work in accordance with the Extra Work paragraph, below. The Contractor will advise the Client if, in the Contractor's opinion, Snow Removal or Snow Relocation should be performed and, should no approval for Extra Work in that regard be provided, the Contractor will not be responsible for losses or damages which might have been prevented had the Snow Removal or Snow Relocation occurred.

The Contractor will keep and maintain records to document its attendances on site and its application of Ice Melting Products, if performed under this Agreement, and will make those records available to the Client upon reasonable request.

#### Extra Work

It is not intended that the Contractor should perform any work or services not described in or properly inferable from this Agreement. The Client may request that the Contractor perform extra work or services by contacting the Contractor at 708-

331-8511 and by confirming the request to the Contractor in writing by email at <a href="mailto:cggrdon@beverlycompanies.com">cggrdon@beverlycompanies.com</a>. The Contractor will not unreasonably withhold its agreement to perform Extra Work. If the Contractor agrees to perform Extra Work, the Contractor will do so within a reasonable period of time having regard to the timing of the request and the volume of work the Contractor is otherwise committed to. The Contractor will be paid for Extra Work an amount as agreed.

#### Cancellation

Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Client may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default. If the Contractor fails to correct the default, the Client may terminate the Agreement effective immediately after the Contractor's receipt of the Client's written notice of termination. If the Client so terminates the Agreement, the Contractor shall promptly remove all materials provided under this Agreement and all of the Contractor's equipment from the Client's premises, provided, however, that termination by the Client shall not affect the Contractor's right to payment for services rendered prior to the date of termination.

The Contractor may terminate this agreement and the services and work described herein upon notice to the Owner at least 30 (thirty) days prior to termination of this agreement. The Client may terminate this agreement and the services and work described herein upon notice to the Contractor at least 30 (thirty) days prior to termination of this agreement.

In the event the Client fails to pay the Contractor as provided herein, the Contractor may terminate this agreement and the services and work described herein upon notice to the Client. In the event of such termination, the Contractor shall promptly remove all material provided under this contract and all of the Contractor's equipment from the Client's premises. After such termination, the Contractor shall have no further obligation to the Client to provide the services or perform the work herein described, provided, however, that termination by the Contractor shall not affect any remedy or remedies for payment or otherwise to which the Contractor is legally entitled.

#### Compensation

The Client agrees to make payments in full upon receipt of the invoice for the services described above (this is subject to credit approval or deposit). Any unpaid balance will be assessed a 1-1/2% monthly (18% annual) service charge after the 30th day with possible termination of service. Credit Card payments are subjected to a 3% processing fee. Invoice disputes are to be made in writing and emailed/mailed to Contractor within seven (7) calendar days of receipt of invoice. If no correspondence is received within seven (7) calendar days it will then be clearly understood that the Client is responsible for full payment of the billed invoice.

#### Insurance/Liability Provisions

The Contractor shall, at its expense for the period of this Agreement, maintain comprehensive general liability, commercial automobile, and statutory Workman's Compensation Insurance. Upon request, the Contractor shall furnish the Client with a copy of the certificate of insurance as evidence of coverage's provided.

Estimate authorized by:	Estimate approved by:
Tom M	larsan
Signature Date:	Signature Date:

Beverly Companies 16504 Dixie Hwy Markham, Illinois 60428 P.708-331-4911

www.BeverlyCompanies.com tmarsan@beverlycompanies.com



# Service Proposal

VILLAGE OF HINSDALE 19 CHICAGO AVENUE HINSDALE, ILLINOIS 60521 Sales: Tom Marsan

Chestnut St and S Garfield Street-Main Station

Platform Snow 2022

Chestnut St and S Garfield Street Hinsdale, Illinois 60521

Est ID: EST1828230 Seasonal 45"

Email: rroehn@villageofhinsdale.org

Date: Sep-28-2022

Phone: 630-789-7383

**Contract Period:** November 1, 2022 - April 30, 2023. For the duration of the agreement, contract service months include November 1st - April 30th each season.

All agreed areas will automatically be serviced once snow accumulation occurs or when our Certified Third-Party Meteorological Service determines that hazardous conditions exist due to icing, freezing rain, and/or sleeting conditions. The property will be serviced, as needed, due to snow accumulation or the aforementioned hazardous conditions. The prices listed below are seasonal prices, capped at 45" of total snow accumulation, for each season that services are provided. This is your "base rate". Should total seasonal snow accumulations exceed 45" in any given season, work will be billed on a Per Inch basis. Ice only events, which include but are not limited to: ice-build-up, freezing rain, sleet, freezing drizzle, or any icy mix, will be added into snow totals using an industry-accepted multiplier of 10 (i.e. .25" of ice x 10 = 2.5" of snow accumulation to be added to the seasonal snow total). Any changes made to the contract must be approved by an authorized representative of Beverly Snow & Ice, Inc. and a revised agreement must be signed and submitted,

Surcharge Per Inch Above 45.0" - \$450,00/Inch - Snow Total Reporting Station: [LaGrange]

This agreement is between the property owner/manager and **Beverly Snow & Ice Inc**. All checks for payment related to this agreement must be payable to **Beverly Snow & Ice Inc**.

CONTRACT SERVICES

**Billing Type** 

Shoveling

Per Season

Services to include train platform area outlined on site map.

Sidewalk Salt Application

Per Season

Services to include train platform area outlined on site map. Salt to be provided by the Village of Hinsdale.

SubTotal (All Contract Services)

\$25,525.00

The total price of all seasonal services is \$25,525.00 collected in 5 payments of \$5,105.00 per payment.

#### **Standard Conditions & Provisions**

The property owner is referred to as 'Client' and Beverly Snow & Ice is referred to as 'Contractor' under the following Standard Terms and Conditions.

a. The contractor shall defend, indemnify and hold harmless.

The Contractor shall provide all labor, materials, tools, equipment, and supervision to perform the following work in a professional manner. The Contractor can install snow stakes along areas being plowed.

The Client understands and agrees that:

The work performed by the Contractor is the plowing of snow on the property and the Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for removal of ice

Client understands that plowing (or salting) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of salt). Client understands that Contractor assumes no liability for this naturally occurring condition. Client agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

Reasonably close areas must be made available for pushing snow. If relocation on the site or removal of the snow from the site is required, The Client shall agree to such relocation or removal at an extra charge.

If any portion of the property is inaccessible due to parked vehicles, refuse containers or any other cause or obstacle beyond the control of Contractor such that Contractor is unable to perform work to that portion of the property, Contractor shall be relieved from responsibility for performing work to that portion of the property. Upon request of the Client, the Contractor will return to perform work in areas which had been inaccessible at a separate charge.

The Contractor is not responsible for the accumulation of blowing and drifting snow after the site has

been plowed.

The Contractor is not responsible for snow pushed back onto the property by city or other independent snow plowing operations. Upon the request of the Client, the Contractor will service these areas for an additional charge.

vii. The Contractor shall act as an independent contractor and shall employ and direct such personnel as it requires to perform services, and secure necessary permits in order to perform services and comply with

all applicable laws and ordinances.

viii. If sidewalk snow removal is selected as an option, the Client understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. The Client agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe working conditions upon our

- ix. The Contractor shall not be liable to the Client for any damage to the Client's property, personal injuries, or other liability arising out of acts outside of the Contractor's control including but not limited to vandalism, flood, fire, wind, hail, rain, snow, freezing, lack of salt availability, or other natural causes or acts of persons other than the Contractor's employees or agents. The Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of application of salt, Calcium Chloride, or other de-icing agents, not for damage done by plowing blade to concrete, asphalt, or other surfaces to be plowed, or to adjoining turf or plant material. Neither party shall be liable to the other for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, of the public enemy or of government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.
- x. If the Client shall stop the Contractor from performing any work under this Agreement except in compliance with Section 4 hereof, the Client shall be liable to the Contractor as a result of the stoppage.

xi. Any written notice required herein shall be sent to the other party by United States mail, certified and postage prepaid; in addition to sending an electronic copy.

The Client shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by the Contractor to collect any sums due from the Client and to otherwise enforce the provisions of this Agreement.

The Contractor shall have and enjoy such lien rights against the Client's premise as the law of the state in which the Client's property is located, give to persons performing the same or similar services as the Contractor. The Client warrants that they are not presently under contract with any other person or entity for snow removal services for any or all part of the contracted snow season/s with any other snow services removal company, entity, or person.

#### Snow and Ice Maintenance Terms of Service

In consideration of the payments described above, the Contractor shall perform the work as described in Schedule "A" and depicted by the Site Map, at the property, for the duration of the contract.

If requested to do so by the Client, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. Evidence of such insurance shall be provided by the Contractor to the Client upon the request of the Client.

The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Client caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Client acknowledges that some damage to the property of the Client is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing of snow and ice.

The Contractor shall defend, indemnify and hold harmless the Client, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Client within a reasonable time following the occurrence but in any event within 48 hours of the Client first acquiring knowledge of the circumstances of the claim. The client and Contractor expressly waive the right to be indemnified by the other from and against any claim for damages except those which arise due to the negligence or breach of this Agreement by either party.

If there is a conflict within this Agreement, the Site Map (if any) takes precedence over Schedule "A" and Schedule "A" takes precedence over the remainder of the Agreement. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements.

The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lockouts, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

#### Schedule "A" To The Snow and Ice Maintenance Contract

#### **Definitions**

The Site Map(s) are attached as a part of this Agreement and have been prepared by the Contractor and approved before or after the execution of this Agreement, by the Client.

The Snow Clearing Areas are described in the Site Map and are those areas upon which snow clearing is to occur.

Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor (unless otherwise noted by the Client) where Cleared snow will be placed, subject to Relocation or Removal.

Ice Management Areas are those areas upon which Ice Melting Products are to be applied, through the truck, machine and/or hand applications in accordance with the Site Map.

Clearing involves moving snow from the Snow Clearing Areas to the Snow Stockpiling Areas through Plowing, Pushing or Shoveling as specified in the Site Map. "Clear" has a corresponding meaning,

Plowing involves the Clearing of snow through the use of a plow or blade attached to a truck, "Plow" has a corresponding meaning.

Pushing involves the Clearing of snow through the use of a plow attached to a vehicle or motorized piece of equipment which is not a truck, (ie skid steer, front-end loader). "Push" has a corresponding meaning.

Shoveling involves the Clearing of snow through the use of hand tools, including shovels pushers, blowers and brooms. "Shovel" has a corresponding meaning.

Relocation involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to another location on the Premises in accordance with the Site Map or as directed by the Client. "Relocate" has a corresponding meaning.

Removal involves relocating snow from the Snow Stockpiling Areas, unless otherwise directed by The Client, to a location outside the Premises in accordance with the Site Map or as directed by the Client, "Remove" has a corresponding meaning.

Ice Melting Products, for the purposes of this Agreement, include but are not limited to: sodium chloride (rock salt), magnesium chloride, calcium chloride, potassium chloride, brine, urea, sand, calcium magnesium acetate. Sodium chloride is the specified ice melter unless explicitly specified otherwise in this proposal.

A Snowfall commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.

#### Description of the Work

The Contractor will attend the property, within 1 hour of the first accumulation of 1" of snow during a Snowfall, to commence snow Clearing once in accordance with the Site Map. If further accumulation occurs during a Snowfall, the Contractor will return to commence additional services, as necessary, to clear additional accumulations from the property. During daytime weather events, the Contractor will attend the property within one hour of a 1" accumulation. The Contractor will make every reasonable effort to ensure that aisleways, roads, and sidewalks (where applicable), are kept open during normal business hours (6:00 AM-6:00PM M-F; unless otherwise specified).

The Contractor shall attend at the Premises to apply Ice Melting Products to the Premises in accordance with the Site Map only when the National Weather Services determines hazardous conditions exist due to icing or snow accumulations.

Notwithstanding anything else in this Agreement, the Contractor will not be responsible for any damages or claims with regards to Ice Melting Product Applications on being performed on an On-Call Basis whatsoever relating to or caused in whole or in part by the failure to provide Ice Melting Products to the Premises and the Client will indemnify and save the Contractor and its agents and employees harmless from and against any such claims.

The Client acknowledges that Ice Melting Products, which are not intended to provide traction, are freeze point depressants only, the effectiveness of which will depend on ground temperatures and weather conditions at, and following, the time of their application. The Client further acknowledges that the application of Ice Melting Products will not and cannot result in the immediate or complete removal of Ice or snow from the Premises and the Contractor provides no guarantee or warranty that the application of Ice Melting Products will be effective in eliminating ice or snow. The application of Ice Melting Products is towards managing, but not eliminating, the risks associated with snow and ice.

The Contractor will not be responsible to apply the Ice Melting Products if they are not commercially and reasonably available to the Contractor, at commercially reasonable rates. If the Ice Melting Products are not so available, the Contractor will advise the Client promptly and the Client and Contractor will negotiate the extent to which, upon a request being made, alternative ice melting products will be used (if available) and what other steps might be taken to address the issue.

Unless the Site Map provides otherwise, neither Snow Removal nor Snow Relocation are included as part of the Fixed-Price Work but must be requested by the Client as Extra Work in accordance with the Extra Work paragraph, below. The Contractor will advise the Client if, in the Contractor's opinion, Snow Removal or Snow Relocation should be performed and, should no approval for Extra Work in that regard be provided, the Contractor will not be responsible for losses or damages which might have been prevented had the Snow Removal or Snow Relocation occurred.

The Contractor will keep and maintain records to document its attendances on site and its application of Ice Melting Products, if performed under this Agreement, and will make those records available to the Client upon reasonable request.

#### Extra Work

It is not intended that the Contractor should perform any work or services not described in or properly inferable from this Agreement. The Client may request that the Contractor perform extra work or services by contacting the Contractor at 708-

331-8511 and by confirming the request to the Contractor in writing by email at <a href="mailto:cgordon@beverlycompanies.com">cgordon@beverlycompanies.com</a>. The Contractor will not unreasonably withhold its agreement to perform Extra Work. If the Contractor agrees to perform Extra Work, the Contractor will do so within a reasonable period of time having regard to the timing of the request and the volume of work the Contractor is otherwise committed to. The Contractor will be paid for Extra Work an amount as agreed.

#### Cancellation

Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Client may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default. If the Contractor fails to correct the default, the Client may terminate the Agreement effective immediately after the Contractor's receipt of the Client's written notice of termination. If the Client so terminates the Agreement, the Contractor shall promptly remove all materials provided under this Agreement and all of the Contractor's equipment from the Client's premises, provided, however, that termination by the Client shall not affect the Contractor's right to payment for services rendered prior to the date of termination.

The Contractor may terminate this agreement and the services and work described herein upon notice to the Owner at least 30 (thirty) days prior to termination of this agreement. The Client may terminate this agreement and the services and work described herein upon notice to the Contractor at least 30 (thirty) days prior to termination of this agreement.

In the event the Client fails to pay the Contractor as provided herein, the Contractor may terminate this agreement and the services and work described herein upon notice to the Client. In the event of such termination, the Contractor shall promptly remove all material provided under this contract and all of the Contractor's equipment from the Client's premises. After such termination, the Contractor shall have no further obligation to the Client to provide the services or perform the work herein described, provided, however, that termination by the Contractor shall not affect any remedy or remedies for payment or otherwise to which the Contractor is legally entitled.

#### Compensation

The Client agrees to make payments in full upon receipt of the invoice for the services described above (this is subject to credit approval or deposit). Any unpaid balance will be assessed a 1-1/2% monthly (18% annual) service charge after the 30th day with possible termination of service. Credit Card payments are subjected to a 3% processing fee. Invoice disputes are to be made in writing and emailed/mailed to Contractor within seven (7) calendar days of receipt of invoice. If no correspondence is received within seven (7) calendar days it will then be clearly understood that the Client is responsible for full payment of the billed invoice.

#### Insurance/Liability Provisions

The Contractor shall, at its expense for the period of this Agreement, maintain comprehensive general liability, commercial automobile, and statutory Workman's Compensation Insurance. Upon request, the Contractor shall furnish the Client with a copy of the certificate of insurance as evidence of coverage's provided.

Estimate authorized by:	Estimate approved by:
Tom M	larsan
Signature Date:	Signature Date:

Beverly Companies 16504 Dixie Hwy Markham, Illinois 60428

P.708-331-4911

www.BeverlyCompanies.com tmarsan@beverlycompanies.com

#### VILLAGE OF HINSDALE

#### **Contract Snow Removal Services**

# Chestnut Street and South Garfield Street – Main Station Platform Snow 2022 509 Highland Road – Highland Station Platform Snow 2022

In consideration of the mutual promises set for	orth below, the Village of	Hinsdale, 19 East Chicago
Avenue, Hinsdale, Illinois, 60521, a public	corporation ("Owner"),	and Beverly Companies
("Contractor"), make this Contract as of the	day of	day of
and hereby agree as follows:		

# ARTICLE I

#### 1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

- 1. <u>Labor, Equipment, Materials, and Supplies</u>. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Special Provisions, Bidders Proposal and Bidding Information attached hereto and expressly made a part thereof.
- 2. <u>Permits</u>. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- 3. <u>Bonds and Insurance</u>. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Bidders Proposal.
  - 4. Taxes. Pay all applicable federal, state, and local taxes.
- 5. <u>Miscellaneous</u>. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
- 6. <u>Quality</u>. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first

quality equipment, materials, and supplies.

# 1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth in the Special Provisions and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Special Provisions. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

#### 1.3 Required Submittals

A. <u>Submittals Required</u>. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. <u>Number and Format</u>. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. <u>Time of Submission and Owner's Review.</u> All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. <u>Responsibility for Delay</u>. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### 1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

# 1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may

not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

#### 1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### 1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### 1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

#### 1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe

conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

#### 1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

#### 1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### 1.12 Subcontractors and Suppliers

A. <u>Approval and Use of Subcontractors and Suppliers</u>. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own

organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

### 1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractor's reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

#### 1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

#### 1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. <u>Termination or Suspension for Convenience</u>. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which

Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. <u>Payment for Completed Work</u>. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

## ARTICLE II CHANGES AND DELAYS

#### 2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

#### 2.2 Delays

- A. <u>Extensions for Unavoidable Delays</u>. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.
- B. <u>No Compensation for Delays</u>. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

# ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

#### 3.1 Inspection; Testing; Correction of Defects

- A. <u>Inspection</u>. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.
- B. <u>Re-Inspection</u>. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.
- C. <u>Correction</u>. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

#### 3.2 Warranty of Work

- A. <u>Scope of Warranty</u>. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.
- B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.
- C. <u>Subcontractor and Supplier Warranties</u>. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

#### 3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

# ARTICLE IV FINANCIAL ASSURANCES

#### 4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

#### 4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Bidding Documents. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

#### 4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or

claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

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# ARTICLE V PAYMENT

#### 5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth Contractor's Proposal and Special Provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in contractors proposal and is subject to any additions, deductions, or withholdings provided for in this Contract. The estimated quantities stated in the Contractor's Proposal shall not necessarily be used to determine payment due the Contractor. Payment shall be based on the actual number of units installed in the completed Work and measured on the basis defined herein.

Each application for payment by the Contractor shall include its certification of the value of the Work for which payment is requested. If the application for payment is approved, such certification shall constitute the value of the Work for purposes of determining the amount of the current monthly payment. If a certification is not acceptable to the Village and if the parties are unable to agree as to the value of the Work in question, such value shall, for the purpose of fixing the amount of the current monthly payment, be determined by the Village.

#### 5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

#### 5.3 Progress Payments

- A. <u>Payment in Installments</u>. The Contract Price shall be paid in monthly installments in the manner set forth in Bidding packet.
- B. <u>Pay Requests</u>. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. <u>Work Entire</u>. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

#### 5.4 Final Acceptance and Final Payment

- A. <u>Notice of Completion</u>. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").
- B. <u>Punch List and Final Acceptance</u>. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").
- C. <u>Final Payment</u>. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

#### 5.5 Liens

A. <u>Title</u>. Nothing in this Contract shall be construed as vesting in Contractor any right

of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

- B. <u>Waivers of Lien</u>. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.
- C. <u>Removal of Liens</u>. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.
- D. <u>Protection of Owner Only</u>. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

#### 5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or

exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. <u>Use of Withheld Funds</u>. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

### ARTICLE VI DISPUTES AND REMEDIES

#### 6.1 Dispute Resolution Procedure

- A. <u>Notice of Disputes and Objections</u>. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.
- B. <u>Negotiation of Disputes and Objections</u>. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

#### 6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

#### 6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
- Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
- Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals,

drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

- 6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
- Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- 8. Owner may recover any damages suffered by Owner.

### 6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

### 6.5 <u>Terminations and Suspensions Deemed for Convenience</u>

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

#### 7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

#### 7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

#### 7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### 7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be

withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

#### 7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

#### 7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

#### 7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

#### 7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: VILLAGE CLERK

with a copy to: Klein, Thorpe Lance Malina

20 N. Wacker Drive Suite 1660

Chicago, IL 60606-2903

Notices and comr address:	nunications to Contractor shall be addressed to, and delivered at, the following
address.	

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

#### 7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

#### 7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

#### 7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative

action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

#### 7.12 Compliance with Patents

- A. <u>Assumption of Costs, Royalties, and Fees</u>. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.
- B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

#### 7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

#### 7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

#### 7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

#### 7.16 Amendments

(SEAL)

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(32.12)	
Attest/Witness:	VILLAGE OF HINSDALE
Ву:	By: Kathleen A. Gargano, Village Manager
Title:	Kathleen A. Gargano, village Manager
Attest/Witness	CONTRACTOR
Ву:	Ву:
Title:	Title:
STATE OF ILLINOIS )	
	SS
COUNTY OF	

### **CONTRACTOR'S CERTIFICATION**

5 t t 1		rst duly sworn on oath, deposes and states that all
statements herein made are n make them, and that the state		of Contractor, that this deponent is authorized to display the depondent is depondent in display the depondent is depondent in display the depondent is depondent in display the depondent in display the depondent is depondent in display the depondent in display the depondent is depondent in display the deponden
with a unit of state or local go Section 33E-4 of Article 33E of violation of the USA Patriot Act or other statutes, orders, rules executive departments, agence	overnment as a of the Criminal C t of 2001, 107 Pu s, and regulation cies and offices	result of (i) a violation of either Section 33E-3 or Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a ablic Law 56 (October 26, 2001) (the "Patriot Act") is of the United States government and its various related to the subject matter of the Patriot Act, 3224 effective September 24, 2001.
DATED this day of _		, 2022
Attest/Witness:		CONTRACTOR
Ву:	Ву:	
Title:	Title:	
Subscribed and Sworn to _		
My Commission Expires:		before me this day of
, 20		
[SEAL]		



AGENDA ITEM # 6C
REQUEST FOR BOARD ACTION

Community Development

AGENDA SECTION: First Reading – ZPS

Airoom - 36 S. Washington Street and 4 W. Hinsdale Avenue - Exterior

Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building located at 36 S. Washington Street and 4 W.

Hinsdale Avenue in the B-2 Central Business District - Case A-15-2022

MEETING DATE: October 18, 2022

FROM: Bethany Salmon, Village Planner

#### Recommended Motion

SUBJECT:

Approve an Ordinance Approving an Exterior Appearance Plan and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 36 S. Washington Street & 4 W. Hinsdale Avenue – Airoom

#### **Application Request**

The applicant, Airoom, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to the front façade of the existing building for Airoom located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District. The Plan Commission simultaneously reviewed a Sign Permit Review to allow for the installation of two (2) wall signs on Washington Street and Hinsdale Avenue.

Airoom is proposing to occupy two (2) tenant spaces formerly occupied by Jane's Blue Iris, a florist shop. Airoom LLC will occupy the first floor tenant space at 36 S. Washington Street, which will be used as a home design retail showroom for household appliances, cabinetry, fixtures, flooring, and other home design products. The second floor tenant space at 4 W. Hinsdale Avenue, accessible from a door on the corner side of the building, will be used by Airoom Architects LLC as an office for architecture, engineering, and design services. There are currently a total of five (5) tenant spaces in the building. In addition to the two (2) tenant spaces for Airoom, Coldwell Banker, Krohvan, and Indifference Salon operate out of the building.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Contributing according to the 2003 Architectural Resources in the Downtown Survey Area. The building was originally constructed in 1891 and features Two-Part Commercial Block architecture in a Colonial Revival style. The building has been altered over time, including the removal of the corner turret and front porch, the replacement of storefronts and windows, the installation of shutters and wrought iron detailing, and changes to brickwork and building openings.

#### **Project Description**

Based on the discussions at the Historic Preservation Commission (HPC) and Plan Commission meetings, the applicant submitted several different revised plans for review. Please refer to the "Meeting History" section below for a summary of the discussions at prior meetings. For the First Read at the Village Board, the applicant is presenting two alternative plans for consideration that include changes to the storefront of the first floor tenant space at 36 S. Washington Street. Under both options, the existing copper canopy, wall-mounted light fixtures, wall sign, and storefront system will be removed and replaced with a new storefront system.



#### 1. Option 1 - Storefront without a Recessed Entry

Original Plans Presented at the Historic Preservation Commission Meeting on September 7, 2022 and the Plan Commission Meeting on September 14, 2022

Under this option, a new storefront system would be installed that is flush with the plane of the brick façade, effectively infilling the existing inset entrance alcove. The storefront includes white aluminum framing and a 2' 6" tall white canopy overhang with an aluminum cap and supporting corbels. The brick above the existing storefront and canopy will be removed to allow for taller storefront windows. The overall height from grade to the top of the white aluminum band is approximately 16' 6.75".

#### 2. Option 2 - Storefront with a Recessed Entry

Revised Plans Submitted for the First Read at the Village Board on October 18, 2022

Based on the feedback from the HPC and Plan Commission meetings, the applicant has provided an alternative plan with a recessed storefront entrance. The double doors within the new storefront system will be inset 3' 1" from the face of the building and sidewalk along Washington Street. There are no other proposed changes to the general design of the storefront system and signage in the plans reviewed by the Plan Commission.

The Plan Commission simultaneously reviewed a Sign Permit Review request for two (2) halo-lit channel letter wall signs as part of the project. The wall sign on the projecting overhang above the new storefront at 36 S. Washington Street measures 1' 11-1/8" tall and 7' 6-3/4" wide, with a sign face area of 14.57 square feet. The wall sign above the existing window near the entrance for 4 E. Hinsdale Avenue for Airoom Architects LLC measures 1' 10" tall and 5' 8" wide, with a sign face area of 10.38 square feet. A total of 125 square feet of signage is allowed on the entire building. With the two wall signs for Airoom, the combined size of all wall signs on the building totals 131.25 square feet. The applicant requested an increase to the maximum sign area for the building to accommodate the preferred halo-lit design, which requires slightly larger letters to locate LED lights behind to create the back-lit appearance, and to provide additional sign area that is currently being used by other building tenants. The Plan Commission has the authority to modify certain sign regulations, including to increase the maximum area of signage allowed by not more than five percent (5%).

The Plan Commission has final authority over Sign Permit Reviews and were in favor of approving the proposed halo-lit wall signs, although it was discussed that the signs are intertwined with this application and recommended that the applicant wait to proceed until the Village Board reviews the façade changes under the Exterior Appearance and Site Plan Review.

#### **Discussion & Recommendation**

<u>Historic Preservation Commission Meeting – August 3, 2022</u> – Mike Klein, representing Airoom, provided an overview of the project. No public comment was provided at the meeting. The applicant presented plans with a flush white aluminum sign band above the proposed storefront system on Washington Street containing a wall sign with push-thru letters measuring 8.35 square feet. A wall sign with push-thru letters, measuring 9.92 square feet in size, was also proposed on Hinsdale Avenue. Combined, both signs measured 18.25 square feet in size and the total sign area for all tenants on the building would collectively measure 124.3 square feet.

Commissioners expressed concern over the storefront design, noting the modern appearance was not consistent with the historic downtown and the colonial revival style of the building. Commissioners stated the white band above the storefront appeared as an extended sign backer panel rather than an architectural feature.



A Commissioner recommended that the band area could turned into a small canopy or covered entry area that projects outward from the building and includes decorative molding, trim, and corbels to reflect the style of the building. A Commissioner also stated concerns over the removal of the recessed alcove and pushing the storefront out toward the street, which the applicant noted was a critical feature for the interior design of the store.

The Commission also expressed concern over the design of the signs, noting that internally illuminated cabinet signs were not preferred or appropriate in the historic downtown, particularly facing the railroad. Halo-lit or non-illuminated signs have been preferred for other businesses in the downtown.

Following additional discussion, a motion was made to recommend approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review and a Sign Permit Review, subject to the condition that the applicant send Commissioner Prisby revised plans to review by August 4, 2022 showing architectural details on Washington Street that includes a box pediment and corbels in accordance with the discussion at the HPC meeting. By a vote of two (2) ayes and two (2) nays, with three (3) absent, the motion failed. The Commission discussed that additional language for the signs was not addressed in the motion and Commissioners would like the two approvals to be separated.

A motion was made to recommend approval of Case A-15-2022 for the Exterior Appearance Review and Site Plan Review, by a vote of three (3) ayes and one (1) nay, with three (3) absent, subject to the condition that the applicant include corbels and molding to be reviewed by Commissioner Prisby on August 4, 2022. A motion was made to recommend denial of Case A-15-2022, a Sign Permit Review to allow for the installation of two (2) wall signs. By a vote of one (1) ayes and three (3) nays, with three (3) absent, the motion failed.

In accordance with Section 2-12-3(A) of Title 2 Chapter 12 of the Village Code: "Quorum And Necessary Vote: No business shall be transacted by the commission without a quorum, consisting of four (4) members, being present. The affirmative vote of a majority of the commission, consisting of at least four (4) members, shall be necessary on any motion to recommend approval of any matter or any application. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision to recommend denial of such matter or application." The votes of the HPC noted above are considered votes recommending denial based on this code section.

<u>Plan Commission Meeting – August 10, 2022</u> – Jack Klein, representing Airoom, provided an overview of the proposed changes to the building. Michelle Forys with Aurora Sign Co., the sign contractor for the project, was also present at the meeting. No public comment was provided.

The applicant submitted revised plans for the Plan Commission to review, which included a canopy overhang with decorative details above the storefront on Washington Street to add an architectural feature consistent with the building and historic character of the downtown. An alternative signage plan that utilized halo-lit lettering was also provided. Due to the limited time between the HPC and Plan Commission meetings, a final plan set with detailed elevations and renderings were not able to be prepared in time to include in the packet.

The sign contractor noted that the signs had to be slightly enlarged to provide a thicker font to accommodate the LED lights to achieve the halo-lit appearance. There was a discussion on the Plan Commission's authority to increase the sign face area by 5%, which would be needed to allow for the proposed halo-lit design option. Several Commissioners stated they preferred the halo-lit signs over the push-thru signs, that the additional tag lines on Hinsdale Avenue created a busy appearance, and that less illumination was preferred, particularly on building facades facing the railroad.

#### REQUEST FOR BOARD ACTION



Commissioners recommended that the revised designs be sent back to the HPC for review due to the discussion at the HPC meeting and the recommended motion, the substantial changes to the plans that occurred between meetings, and the plans revisions needed to show the final halo-lit sign options.

By a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommend to refer Case A-15-2022 back to the Historic Preservation Commission for consideration prior to the review by the Plan Commission.

<u>Historic Preservation Commission Meeting – September 7, 2022 – Mike Klein, representing Airoom, provided an overview of the proposed changes to the building and design revisions based on the recommendations of the HPC and Plan Commission. No public comment was provided at the meeting.</u>

Overall, the Commissioners expressed support for the revised design to include a decorative overhang above the storefront and the proposed halo-lit wall signs. Commissioners noted concerns that the storefront will be flush with the front façade and supported a design with a recessed entry, noting that most storefronts on the block have a recessed design for first floor businesses. It was stated that a recessed entry would be consistent with the other buildings and the current storefront design even though secondary second floor businesses do have doorways that are flush with the building.

Mr. Klein stated that the infill of the recessed entryway was necessary for the interior design of their tenant space. The adjacent tenant, Coldwell Banker, has a pushed out wall area that creates interior challenges for designing their showroom. There was a discussion on possible building code issues, such as accessibility, grade changes from the sidewalk, and the swing direction of the doors. The Commission recommended that the applicant look into these issues before the Plan Commission meeting and consider a recessed entry to be consistent with the other storefronts on the block.

The Historic Preservation Commission recommended approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs, by a vote of four (4) ayes and zero (0) nays, with three (3) absent, subject to the condition that the applicant provide a recessed storefront entry on the front façade facing Washington Street.

<u>Plan Commission Meeting – September 14, 2022</u> – Jack Klein, representing Airoom, provided an overview of the proposed project and design revisions. No public comment was provided at the meeting. Overall, the Commission was in support of the proposed halo-lit wall signs and appreciated the changes that were made based on the recommendations at the prior Commission meetings.

The majority of Commissioners expressed concerns over the storefront design on Washington Street and the lack of a recessed entry. Under the submitted design, the storefront would be flush with the exterior façade. Mr. Klein stated several businesses on other buildings do not have recessed entryways, the historic building has been changed over time, and Airoom's interior layout is faced with a hardship because the adjacent tenant space for Coldwell Banker jogs into their tenant space by 12 feet, so a recessed entry would limit the area for a kitchen showroom.

After some discussion, Mr. Klein presented an alternative storefront plan to the Commission with the storefront doors recessed about twelve (12) inches. Under this option, the doors would swing out into the sidewalk and the small canopy over the storefront would have an overhang of about two (2) feet. There was a discussion if the Village would allow the doors to swing out onto the sidewalk and other possible building code requirements. The plans had not been provided to staff prior to the meeting, so the Village still needed to review the plans for code compliance.



The majority of Commissioners agreed that the storefront entry should be recessed at least three (3) feet, stating the design would better fit in with the other buildings in the historic downtown. Several Commissioners stated that other doors flush with building facades in the downtown were primarily for second floor entrances and a recessed entry is more historic in appearance. Several Commissioners noted that the flush storefront appears more like a store in a mall and stated a three (3) foot recessed entry would not use up a significant amount of area in the interior floor plan. The Commission recommended that the applicant work with staff to confirm code requirements and look at recessed entry options that can minimize impacts to the interior. Alternative designs were discussed such as changes to the interior floor plan and kitchen showroom area, relocating the entrance doors further to the south, using a single door with sidelight instead of double doors to provide additional flexibility and a recessed option that does not have as much of a negative impact on the interior layout.

There was a discussion if the signage could be approved separately. The sign permit could be approved by the Plan Commission, but a Commissioner noted that the application is really one package and any changes to the storefront that impact signage would require a separate review and approval. A Commissioner recommended that it is within the best interest of the applicant to bring forward multiple options to the Village Board for review.

Overall, the Commissioners expressed support for the revised design to the storefront and the changes to the proposed wall signs, but recommended that the applicant explore different design options that would recess the front entry by three (3) feet.

By a vote of by a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) new wall signs at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District for Airoom, subject to the condition that the entry be recessed at least three (3) feet from the face of the building and the applicant provide multiple plan options to the Board of Trustees.

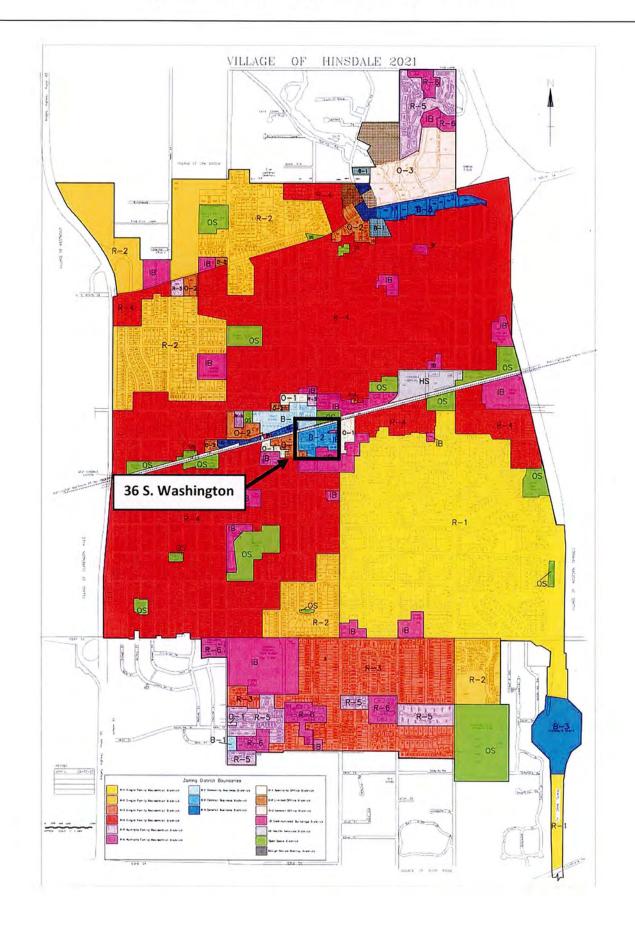
#### Village Board and/or Committee Action

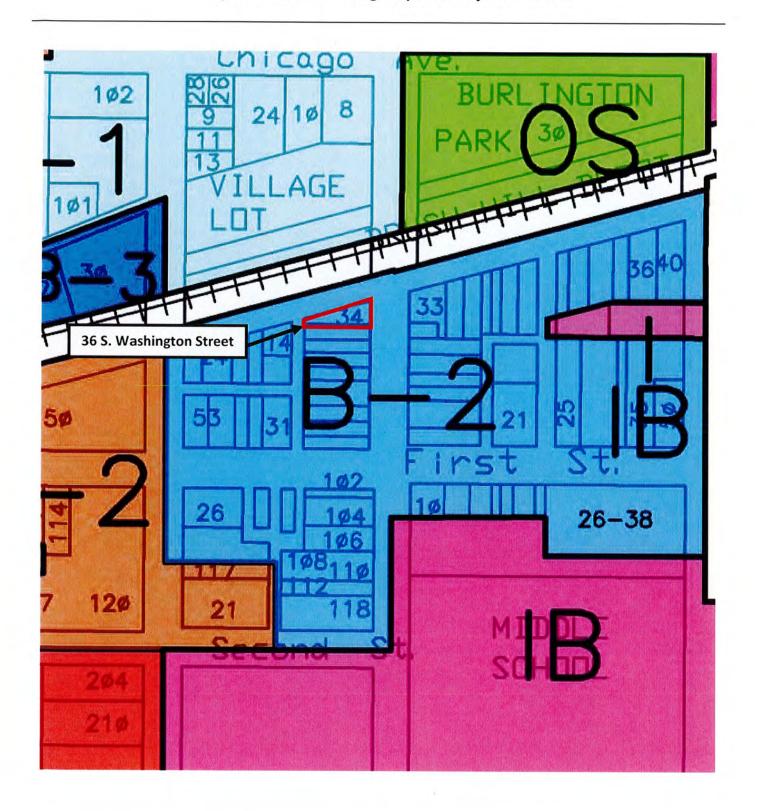
N/A

#### **Documents Attached**

- 1. Zoning Map and Project Location
- 2. Aerial View
- 3. Birdseye View
- 4. Street View
- 5. Downtown Historic District Map
- 6. National Register of Historic Places Nomination Sheet (2006)
- 7. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
- 8. Exterior Appearance & Site Plan Review Application and Exhibits
  - a. Option 1 Storefront without a Recessed Entry Original Plans Presented at the HPC Meeting on September 7, 2022 and the PC Meeting on September 14, 2022
  - b. Option 2 Storefront with a Recessed Entry Revised Plans Submitted for the First Read at the Village Board on October 18, 2022
  - c. Original Plans Presented at the HPC Meeting on August 3, 2022
- 9. Draft Ordinance
- 10. Draft Plan Commission Findings and Recommendations

### Village of Hinsdale Zoning Map and Project Location





Aerial View – 36 S. Washington Street

Birds Eye View – 36 S. Washington Street

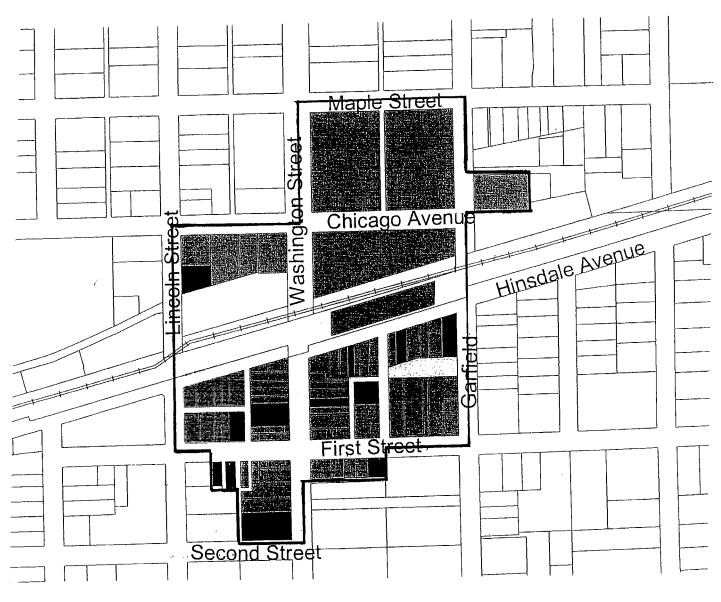
Birds Eye View – 36 S. Washington Street

Street View – 36 S. Washington Street / 4 W. Hinsdale Avenue

Street View – 36 S. Washington Street / 4 W. Hinsdale Avenue

Street View – 36 S. Washington Street / 4 W. Hinsdale Avenue

## MAP OF DOWNTOWN HINSDALE NATIONAL REGISTER HISTORIC DISTRICT







Contributing
Non-Contributing



GRANACKI
HISTORIC CONSULTANTS

NPS Form 10-900-a (8-86) OMB No. 1024-0018

# United States Department of the Interior National Park Service

### National Register of Historic Places Continuation Sheet

Section number 7 Page 9

# Downtown Hinsdale Historic District Hinsdale, DuPage County, IL

34- 36	S	WASHINGTON	ST	Two Part Commercial Block	Colonial Revival	1891	С	Fox Building		
39	S	WASHINGTON	ST	Two Part Commercial Block	Queen Anne	1897	С			
40	S	WASHINGTON	ST	Two Part Commercial Block		1894	С	William Evernden Building		
41	S	WASHINGTON	SŤ	One Part Commercial Block	Commercial style	1932	С			
42	S	WASHINGTON	ST	Two Part Commercial Block		1894	С	John Bohlander Building		
43	S	WASHINGTON	ST	Two Part Commercial Block	Commercial Style	1901	С			
44	S	WASHINGTON	ST	Two Part Commercial Block	Colonial Revival	1909	С	Olson's Dry Goods		
45	S	WASHINGTON	ST	Two Part Commercial Block		1993	NC			
46	S	WASHINGTON	ST	Two Part Commercial Block		1912	С			
47	S	WASHINGTON	ST	Two Part Commercial Block	Italianate; Colonial Revival	1881	С			
48	S	WASHINGTON	ST	One Part Commercial Block		1914/19	NC			
49- 51	S ,	WASHINGTON	ST	Two Part Commercial Block	Colonial Revival	1889	С	Oswald Building	Zook, R. Harold (1928 remodel)	
50	S	WASHINGTON	ST	Two Part Commercial Block		1988	NC			
52	S	WASHINGTON	ST	Two Part Commercial Block		1898	С	Karlson's Building		
53	S	WASHINGTON	ST	Two Part Commercial Block	Classical Revival	1927	С			
54	S	WASHINGTON	ST	Two Part Commercial Block	Queen Anne	1892	С			

### Village of HINSDALE - COMMERCIAL

#### ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY

STREET#

34-36

DIRECTION

S

STREET

WASHINGTON

ABB

ST

PIN

LOCAL

SIGNIFICANCE

RATING

POTENTIAL IND

NR? (Yor N)

**CRITERIA** 

Contributing to a

NR DISTRICT?

Contributing secondary structure? -

Listed on existing

SURVEY?



#### **GENERAL INFORMATION**

**CATEGORY** CONDITION building

excellent

STOREFRONT INTEGRITY

major alterations

minor alterations

**SECONDARY STRUCTURE** 

INTEGRITY

**CURRENT FUNCTION** 

Commerce/Trade - business

HISTORIC FUNCTION |Commerce/Trade

**REASON** for SIGNFICANCE

#### ARCHITECTURAL DESCRIPTION

ARCHITECTURAL

CLASSIFICATION

Two Part Commercial Block

**PLAN** 

rectangular

Not visible

Limestone

**DETAILS** 

Colonial Revival

NO OF STORIES ROOF TYPE

**ROOF MATERIAL** 

2 Flat

**BEGINYEAR** 

1891

OTHER YEAR

c. 1925

DATESOURCE

HHS

PORCH

FOUNDATION

WALL MATERIAL (current)

Brick

WINDOW MATERIAL wood

WALL MATERIAL 2 (current)

WINDOW MATERIAL vinvl

WALL MATERIAL (original)

Brick

WALL MATERIAL 2 (original)

WINDOW TYPE

double hung/display/fixed

WINDOW CONFIG

multilight; snap-ins

SIGNIFICANT **FEATURES** 

Canted corner; wood frieze with rectangular panels, dentil trim and brackets; brick lintels; wood horizontal band/frieze dividing first and second floors; brick dogtooth frieze with stretcher courses above and below

ALTERATIONS 2nd floor windows have been downsized with replacement vinyl windows (snap-in muntins); wood shutters added; wrought iron balconets; 1980 alteration permit (\$5,000); downsized corner tower

STOREFRONT **FEATURES** 

Limestone (Lemont) foundation

STOREFRONT ALTERATIONS Entire east storefront has been reconfigured with replacement materials (c. 1925 and c. 1950); basketweave brickwork and Colonial Revival detailing around storefront and doors; bricked in openings on north façade; enlarged opening on north façade

#### **HISTORIC INFORMATION**

HISTORIC

Fox Building

NAME

Roudebush Realtors/Jane &

COMMON NAME

Marie Florists

COST

ARCHITECT

ARCHITECT2

BUILDER

ARCHITECT **SOURCE** 

HISTORIC INFO

First built for Charles and Heman Fox (source: Ziegweid). Former tenants have included a dry goods/mercantile store,

Clubbs Market (1940s); Art Karlson's Clothing Store until

current tenants.

LANDSCAPE

Corner lot in commercial district (SW corner Hinsdale and Washington); railroad tracks to north; no setbacks; sidewalks and diagonal parking at front; building faces north and east

#### PHOTO INFORMATION

SURVEY INFORMATION

ROLL1

29

ROLL2

FRAMES1

FRAMES2

ROLL3

FRAMES3

DIGITAL

d:\washington03

PHOTO ID

4s.jpg

**PREPARER** 

Jennifer Kenny

PREPARER

Historic Certification

ORGANIZATION Consultants

SURVEYDATE

7/1/03

SURVEYAREA

DOWNTOWN



Ziegweid, John T. *Historic Downtown Hinsdale*. Expansion by Mary Sterling and Architectural Notes by Bob Dunham. Hinsdale, IL: John T. Ziegweid: 1993.

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# 34 - 36 SOUTH WASHINGTON STREET Roudebush Realtors / Jane & Maria's Florist

The first building on this site was erected in 1875 for Charles and Heman Fox who had purchased the land in the same year from David Roth.

The Fox brothers operated an old-fashioned general store with groceries in the first building. The current building, which was built in 1891, remained in the Fox family until 1922 when Robert M. Clubb, Sr. bought it and operated a grocery and meat market there for many years.

In 1968 the Clubbs sold the building to Marshall and Lydia Roudebush and it remains in their son's name, Richard Roudebush, who carries on the real estate business his father began.

The Hinsdale Building and Loan Association, officially chartered in 1888, had its offices on the first floor of this building in the corner on Washington Street and Hinsdale Avenue.

The Fox brothers operated their store in this building until 1889 when the business, but not the building, was sold to Ditzler and Linsley who, after a fire in this building in 1909, moved to a building on east First Street.



Ziegweid, John T. *Historic Downtown Hinsdale*. Expansion by Mary Sterling and Architectural Notes by Bob Dunham. Hinsdale, IL: John T. Ziegweid: 1993.

Robert M. Clubb, Sr. learned the grocery business as an employee of Ditzler and Linsley. He became a partner of Mr. Linsley when Mr. Ditzler retired and, together, they continued the business under the name and style of Linsley and Clubb in a new building erected in 1910 on First Street.

In 1938 the Moore Shoe Repair Shop with Harry Moore doing business here as well as living above the shop, appears in the Hinsdale Directory. At that time R. M. Clubb & Co., grocery and meats, is on the first floor.

Fairly-recent architectural modifications include a "swan's neck" broken pediment at the 34 South Washington Street entry, and a decorative cast iron window railing. The roof cornice is original. Prior to "modernization," the building had a circular cantilevered corner turret with a "candle snuffer" roof.



34 - 36 South Washington Street circa 1897

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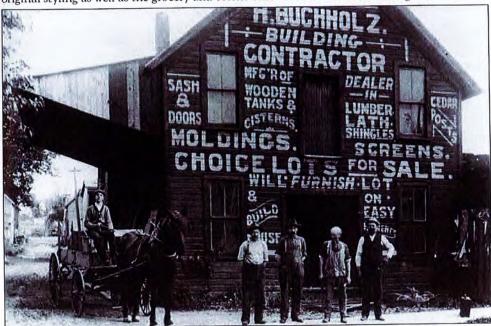
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When the building on the southwest corner of Washington Street and Hinsdale Avenue burned in 1891, this structure, still standing today, replaced it. It housed the grocery of Ditzler & Linsley, successor to the long-standing Fox Brothers general store. This c. 1895 photograph reveals the building's original styling as well as the grocery and corner office of the Hinsdale Building & Loan.



The home and business of Henry Buchholz was located on the southwest corner of Grant Street and Hinsdale Avenue, where a funeral home now stands. Behind his home was the barn that housed his carpenter shop, shown here. Between 1884 and 1921, Buchholz ran a contracting business responsible for the construction of an estimated 200 Hinsdale homes and businesses.

of Hinsdale's

der Adolph

habbed the

#### ONCE UPON A TIME



Back in the day — From Sandy Williams' book, "Images of America — Hinsdale," this photo shows the west side of Washington Street taken about 1895. "From right to left, the 1891 corner building remains, although remodeled; the two adjacent Joliet limestone storefronts both built in 1894, also stand today. Barely visible at the south end of the block is the familiar round oriel bay window of the corner building." Do you have a Hinsdale photo that is at least 25 years old? We'd love to share it with our readers. Stop by our office at 7 W. First St. or email it to jslonoff@ thehinsdalean.com.

#### IN THIS ISSUE



Happy Birthday! Aria Greenwald turns 12 today

The Hinsdalean

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Wisniowicz.
Corrections
The Hinsdalean staff strives to provide an error-free news-

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is published, however, we are happy to correct it. Call or

email Pamela Lannom to report errors requiring correction or

Letters to the editor
Our letters policy is published on Page 11.

clarification

**Eileen Sachanda Leslie Savickas** Lynn Walsh **Dr. Christine Winter** 

#### Obituaries

Obituaries are published free each week in The Hinsdalean. Information may be mailed, faxed or emailed to news@ thehinsdalean.com. Obituaries may be edited for style and

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#### VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

#### PLAN COMMISSION APPLICATION

Address: 4 W. HINSADLE AVENUE

City/Zip: HINSDALE, IL 60521

Name: Richard Roudebush

Owner

#### I. GENERAL INFORMATION

Name: MIKE KLEIN, AIROOM

Address: 6825 N. LINCOLN AVENUE

City/Zip: LINCOLNWOOD, IL 60712

**Applicant** 

Phone/Fax:(847) 213-5221 / (847) 763-1101  E-Mail: mklein@airoom.com	Phone/Fax:(630) 323-1234 /
Others, if any, involved in the project (i.e. A	architect, Attorney, Engineer)
Name: PRESTON FAWCETT  Title: AIROOM ARCHITECTS, CORP.  Address: 6825 N. LINCOLN AVENUE  City/Zip: LINCOLNWOOD, IL 60712  Phone/Fax:(847) 213-5221 /  E-Mail: pfawcett@airoom.com	Name: N/A  Title:  Address:  City/Zip:  Phone/Fax: (
of the Village with an interest in the owner of record, application, and the nature and extent of that interest)  1) NONE KNOWN  2) NONE KNOWN	e, address and Village position of any officer or employee the Applicant or the property that is the subject of this
3) NONE KNOWN	

#### II. SITE INFORMATION

Address of subject property: 36 S. WASHINGTO	ON STREET
Property identification number (P.I.N. or tax number	
Brief description of proposed project: Facade remo	
and the front entry will be expanded to bring entrance	ce doors into same plane as existing building facade.
Existing windows are to be expanded vertically, and	a pair of doors installed in place of a single entry door.
General description or characteristics of the site:	This commercial property is located at the north-
west corner of Hinsdale Ave. and Washington St. Th	ne project seeks to simply update the Washington St.
The state of the s	red entry and bringing that facade to the property line.
Existing zoning and land use: B-2	
Surrounding zoning and existing land uses:	
North: B-2	South: B-2
East: B-2	West: B-2
Proposed zoning and land use: NO CHANGES	PROPOSED
Please mark the approval(s) you are seeking a standards for each approval requested:	and attach all applicable applications and
■ Site Plan Approval 11-604	☐ Map and Text Amendments 11-601E

se mark the approval(s) you are seeking addressed in a local seeking and are seeking are seeking and are seeking and are seeking are seeking and are seeking are seeking and are seeking a	and atta	ach all applicable applications and
Site Plan Approval 11-604		Map and Text Amendments 11-601E Amendment Requested:
Design Review Permit 11-605E		
Exterior Appearance 11-606E		Disassed Development 44 0005
Special Use Permit 11-602E	ш	Planned Development 11-603E
Special Use Requested:	۵	Development in the B-2 Central Business District Questionnaire

# EXISTING NON-CONFIRMING CONDITION - NO CHANGE

#### TABLE OF COMPLIANCE

Address of subject property: 36 S. WASHINGTON STREET

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	2,500.00	NO CHANGE - 4,039.00 SF
Minimum Lot Depth	125.00	NO CHANGE - 128.00 FT
Minimum Lot Width	20.00	NO CHANGE - 31.45 FT
Building Height	30.00	NO CHANGE - 28 FT
Number of Stories	2	NO CHANGE - 2 STORIES
Front Yard Setback	0.00	8.45' - NO CHANGE
Corner Side Yard Setback	0.00	NO CHANGE - 0.00 FT
Interior Side Yard Setback	0.00	NO CHANGE - 0.00 FT
Rear Yard Setback	20.00	NO CHANGE - 0.00 FT
Maximum Floor Area Ratio (F.A.R.)*	10,097.50 SF/2.5	7,250.60 SF/1.79
Maximum Total Building Coverage*	3,231.20 SF/80%	3,625.30 SF/89.76%
Maximum Total Lot Coverage*	4,039.00 SF/100%	4,039.00 SF/100%
Parking Requirements	NO CHANGE	NO CHANGE
Parking front yard setback	NO CHANGE	NO CHANGE
Parking corner side yard setback	NO CHANGE	NO CHANGE
Parking interior side yard setback	NO CHANGE	NO CHANGE
Parking rear yard setback	NO CHANGE	NO CHANGE
Loading Requirements	NO CHANGE	NO CHANGE
Accessory Structure Information	N/A	N/A

<sup>\*</sup> Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance:
The 'infill addition' of the entryway will NOT increase the already non-confirming Total Building Coverage

The 'infill addition' of the entryway will NOT increase the already non-confirming Total Building Coverage condition.

#### CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
  - B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
    - 1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
    - 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
    - 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
    - 4. Location, size, and arrangement of all outdoor signs and lighting.
    - 5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
    - 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.

TATION INT.	
On the day of June to abide by its conditions.	2022 , I/We have read the above certification, understand it, and agre
Signature of applicant or authorized agen	Signature of applicant or authorized agent
MIKE KLEIN, AIROOM	
Name of applicant or authorized agent	Andrew Venamore
SUBSCRIBED AND SWORN ,	PARTY OFFICIAL SEAL PARTY Public - State of Illinois
to before me this <u>8</u> <sup>™</sup> day of  / /	My Commission Expires May 09, 2026
JUNE 2022 / 1/1	May 08, 2020
	Notary Public
/ NON V *	4



## DEPARTMENT EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request:

36 S. WASHINGTON STREET

#### REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:
Standard Application: \$600.00
Within 250 feet of a Single-Family Residential District: \$800

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

- 1. Open spaces. The quality of the open space between buildings and in setback spaces between street and facades.
  - Since this project simply intends to 'infill' an exiting cover open entry, there will be no impact on the open space between buildings.
- 2. Materials. The quality of materials and their relationship to those in existing adjacent structures.
  - The work intends to maintain the masonry facade of the building, while making glass opening slightly larger: this is in keep with other downtown buildings.
- General design. The quality of the design in general and its relationship to the overall character of neighborhood.
  - Since there is not a significant alteration in the overall design of the building, there will be no impact on the downtown neighborhood character.

- 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.
  - Since this project is merely enclosing a currently covered front entry and will not impact parking, landscaping, traffic patterns or servicing of the property, the overall site development will not be altered.
- 5. *Height*. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
  - This first floor entry infill project will not change the height of the building
- 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.
  - Since the existing entry is only being enclosed and there are no significant changes otherwise, the buildings proportions will not change.
- 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.
  - Buildings along the west side of South Washington Avenue exhibit generously sized glass facades; this project seeks to replicate those existing conditions.
- 8. Rhythm of solids to voids in front facades. The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
  - The project seeks to remove the copper canopy and replace it with windows that will open up the space and match the adjacent buildings.
- 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.
  - Since this project is only enclosing an existing front entry there will be no changes to existing open space between buildings.
- 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.
  - There are a variety of entry elements on South Washington Avenue and this proposed enclosure is not out of character along this public way.
- 11. Relationship of materials and texture. The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
  - The masonry facade will be maintained and the continued (and expanded) use of glass is compatible with the existing facade's materials and those of adjacent buildings.

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

No changes to the roof form are proposed.

13. Walls of continuity. Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

This is not applicable.

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.

Since this is just an infill project, the scale of the building is not changing.

15. Directional expression of front elevation. The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

The proposed infill of the existing entry feature and the expanded use of glass in place of the existing canopy will maintain the existing general design features that exist in this downtown location.

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.

While the intent is to modernize this existing space by providing more direct light into the open storefront design, the existing masonry facade beyond the expanded windows will be maintained in order to preserve the existing building's general character.

#### REVIEW CRITERIA - Site Plan Review

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

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

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

There will be no alteration to the overall site plan since the building currently maintains a zero lot line setback outside the current covered entry.

2. The proposed site plan interferes with easements and rights-of-way.

The infill front entry will not interfere with any ROW/easements.

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.

Since this is an existing building with a slight entry modification, there will not be any general changes to the site plans and therefore no impact to the physical nature of the site.

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

None of the changes proposed will impact surrounding property.

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

With the only change to this building being to enclose an existing 6'x6' front entry, there will be no pedestrian or traffic impacts from this change.

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

This existing commercial space's 'screening' will not be altered by this proposed change.

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

Maintaining the downtown commercial use of this space will not impact the nature of any of the adjacent existing uses.

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

This is not applicable.

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

As a downtown commercial space without any proposed expansion of impervious surface, this is not applicable.

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.

As a downtown commercial space without any proposed expansion of impervious surface, this is not applicable.

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

As a downtown commercial space without any proposed expansion of impervious surface, this is not applicable.

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

As a downtown commercial space without any proposed expansion of impervious surface, this is not applicable.

#### **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:	AIROOM LLC, & A.	C.A.
Owner's name (if different):	RICHARD ROUDE	BUSH
Property address:	36 S. WASHINGTO	N STREET
Property legal description:	[attach to this form]	
Present zoning classification	on: B-2, Central Bus	iness District
Square footage of property	NO CHANGE	
Lot area per dwelling:	N/A	
Lot dimensions:	<u>N/A</u> x <u>N/A</u>	
Current use of property:	1st FLOOR RETAIL	. W/ 2nd FLOOR OFFICE
Proposed use:	Single-family det  ✓ Other: BUSIN	ached dwelling ESS USE TO BE MAINTAINED
Approval sought:	☐ Building Permit ☐ Special Use Peri ☐ Site Plan ☑ Design Review ☐ Other: PLAN	☐ Variation mit ☐ Planned Development ☐ Exterior Appearance  COMMISSION APPROVAL
Brief description of request	and proposal:	
REQUST FOR SIGN APPROVAL	AND FACADE REMODE	L
Plans & Specifications:	[submit with this for	m]
	Provided:	Required by Code:
Yards:		
front: interior side(s)	N/A N/A /	N/A N/A /

	Provided:	Required by Code:
corner side rear	N/A N/A	N/A N/A
		IVA
Setbacks (businesses and front: interior side(s) corner side rear others: Ogden Ave. Center: York Rd. Center:	0.00 / 0.00 / 0.00 / 0.00 / N/A N/A	0.00 0.00 / 0.00 20.00 N/A N/A N/A
Forest Preserve:	N/A	N/A
Building heights:		
principal building(s): accessory building(s):	28.00 N/A	30.00 N/A
Maximum Elevations:		
principal building(s): accessory building(s):	N/A N/A	N/A N/A
Dwelling unit size(s):	N/A	N/A
Total building coverage:	3,625.30	3,231.20 THIS EXISTING NON-CONFORMING CONDITION IS NOT CHANGING.
Total lot coverage:	4.039.00	4,039.00
Floor area ratio:	7,250.60	10,097.50
Accessory building(s):	N/A	
Spacing between buildings	:[depict on at	tached plans]
principal building(s): accessory building(s):	N/A N/A	·
Number of off-street parkin Number of loading spaces		quired:
Statement of applicant:		
I swear/affirm that the info understand that any emissio	n of applicable cation of the C	rided in this form is true and complete. I le or relevant information from this form could Certificate of Zoning Compliance.
ANDREW VENAMO		, INC
Dated: 7/1	, 20 <u>22</u>	

### RICHARD F. ROUDEBUSH 4 West Hinsdale Avenue – 2<sup>nd</sup> Floor – West Suite Hinsdale, IL 60521

May 17, 2022

Ms. Bethany Salmon Village Planner Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521

> RE: Statement of Ownership 34 S. Washington Street Parcel No. 09-121-012-0000 Hinsdale, IL 60521

Dear Ms. Salmon:

The undersigned, Richard F. Roudebush, affirms that I am the Owner of the subject property commonly known as 34 S. Washington Street, Hinsdale, IL 60521 as Sole Beneficiary of Chicago Title Land Trust Company Trust No. 7367, the Land Trust in which this building is held.

The undersigned also affirms that I approve the planned modifications (interior and exterior) to the 36 S. Washington portion of the subject building as presented to the Village Plan Commission by Applicant, Airoom, subject to Village of Hinsdale approval.

Respectfully,

Richard F. Kondubush

87183A0D9C3144C.

Richard F. Roudebush

SURVEY LEGEND

Monumentation Found
Monumentation Set
(IRLS 35-2551)
(50') Record Dimension Fence Line

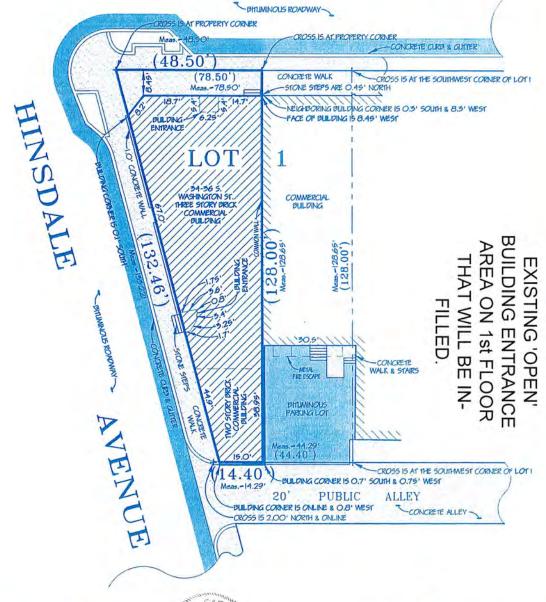
#### $\mathbf{OF}$

LOT 1 (EXCEPT THE SOUTH 30 FEET THEREOF) OF GEORGE'S RESUBDIVISION OF BLOCK 3 OF THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF GEORGE'S RESUBDIVISION RECORDED ON NOVEMBER 28, 1871 AS DOCUMENT 14624, IN DUPAGE COUNTY, ILLINOIS.

AREA OF SITE = 4,039 SQ.FT.

ANGLE ON THE NORTHEAST CORNER OF THE SITE IS 74'57'12"

### WASHINGTON







- All distances shown hereon are in feet and decimal parts thereof corrected to 68' Distances shown along curved lines are Arc Measurements unless atherwise noted. Compare the Legal Description, Building Lines, and Easements as shown hereon will your Dead, Title Insurance Policy or Title Commitment.

- Consult local authorities for additional setbacks and restrictions not
- Compare all survey points and report any discrepancies immediately Consult utility companies and municipalities prior to the start of any constru

Dimensions to and along buildings are exterior foundation measurer Do Not Assume distances from scaled measurements made herean.

#### STATE OF ILLINOIS ) 5S

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED AND SEALED AT CAROL STREAM, ILLINOIS THIS 20th DAY OF AD. 2022 line ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551.
MY LICENSE EXPIRES NOVEMBER 30, 2022.

#### Carradus Land Survey, inc.

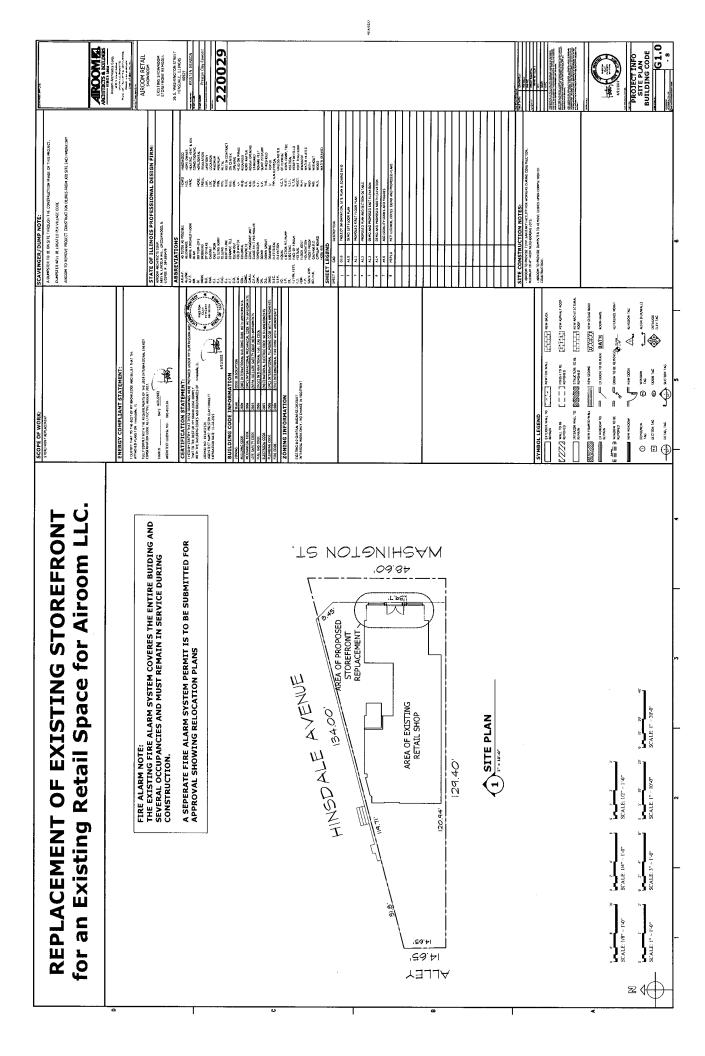
Realdontial & Commercial Land Surveying Services
191 S. Gary Avenue, Suite 180, Carol Stream, Illinois, 60188
(630) 588-0416 (Fax) 653-7682 carradus\_survey@yahoo.com

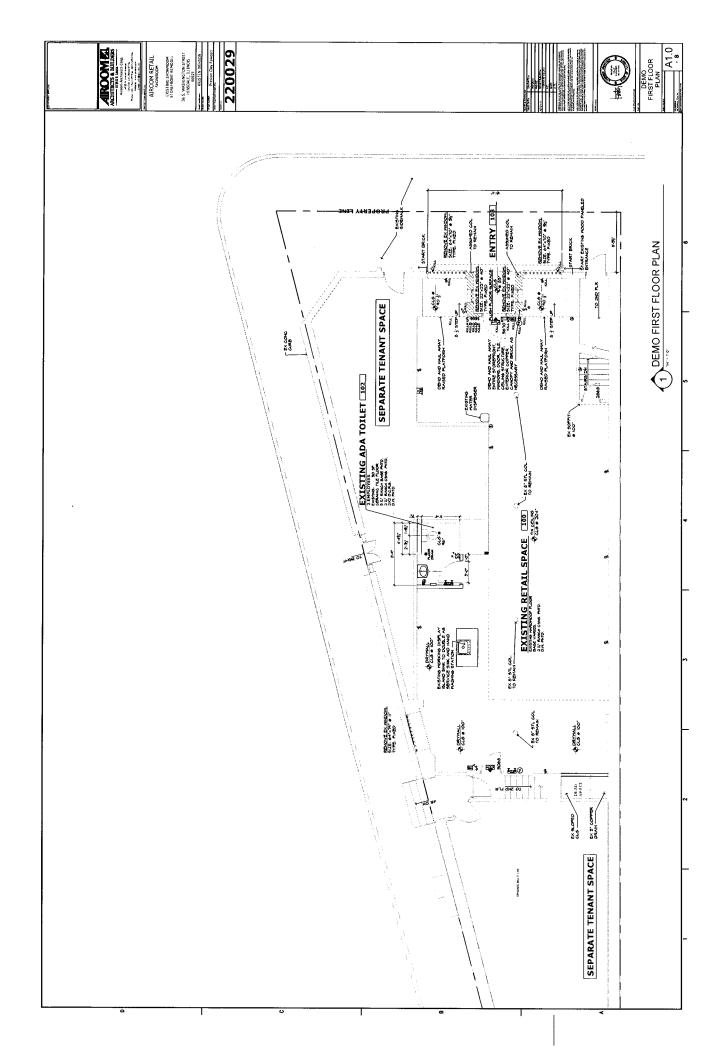
SCHRAMKO REAL ESTATE

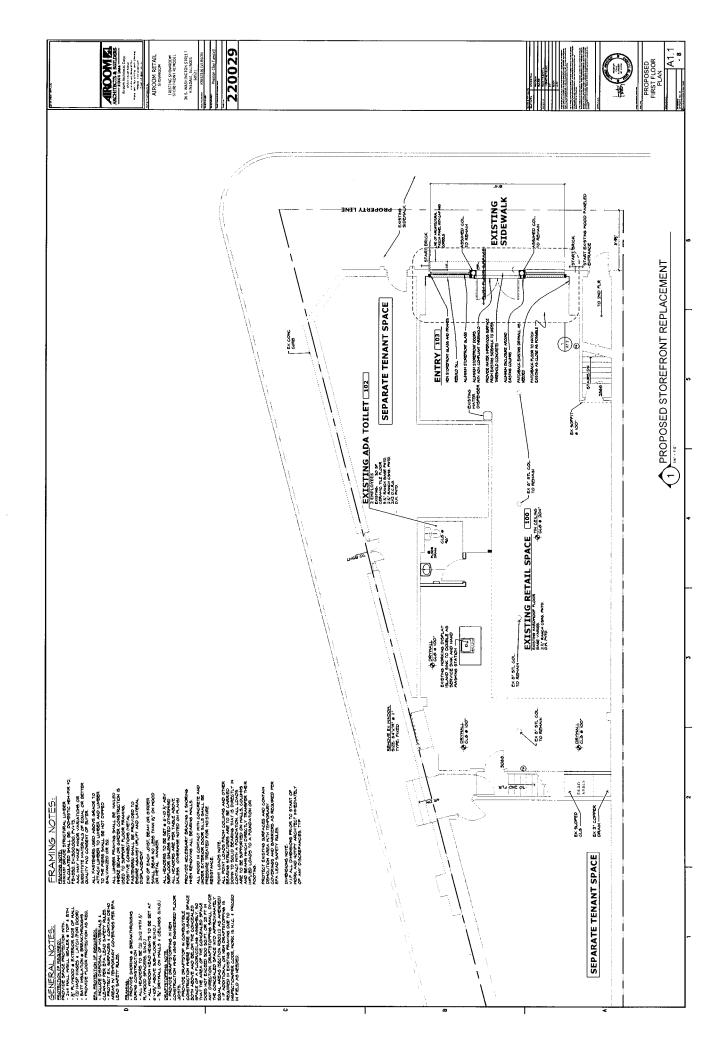
06/20/22 1" = 20' 1.08x - PACE 431-15

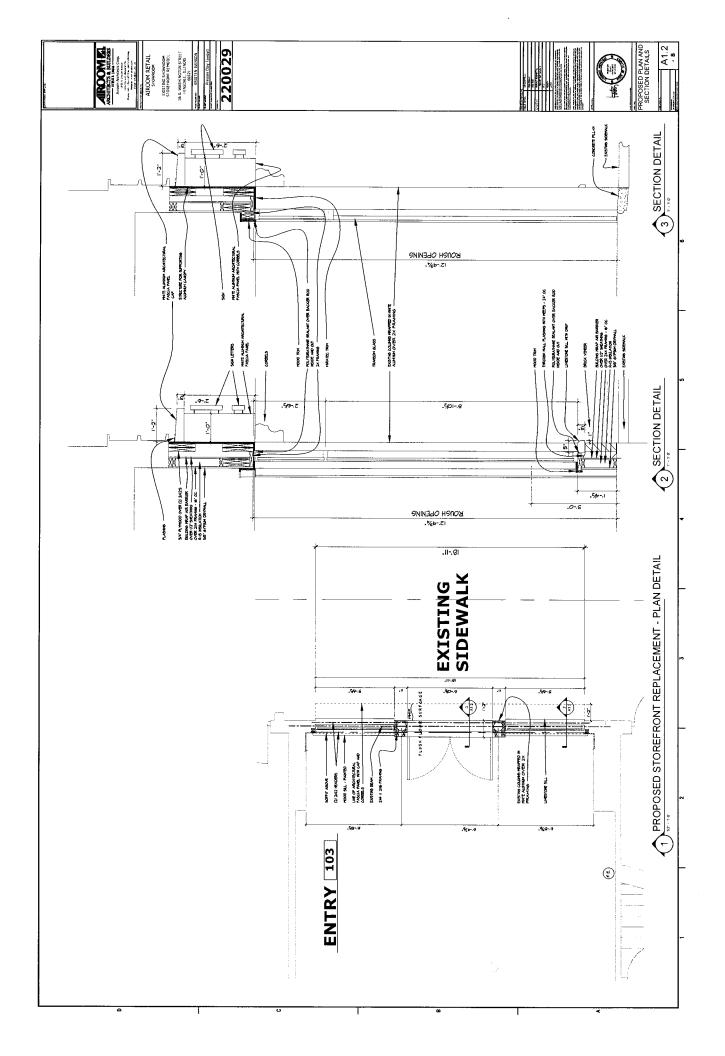
#### **Option 1 – Storefront without a Recessed Entry**

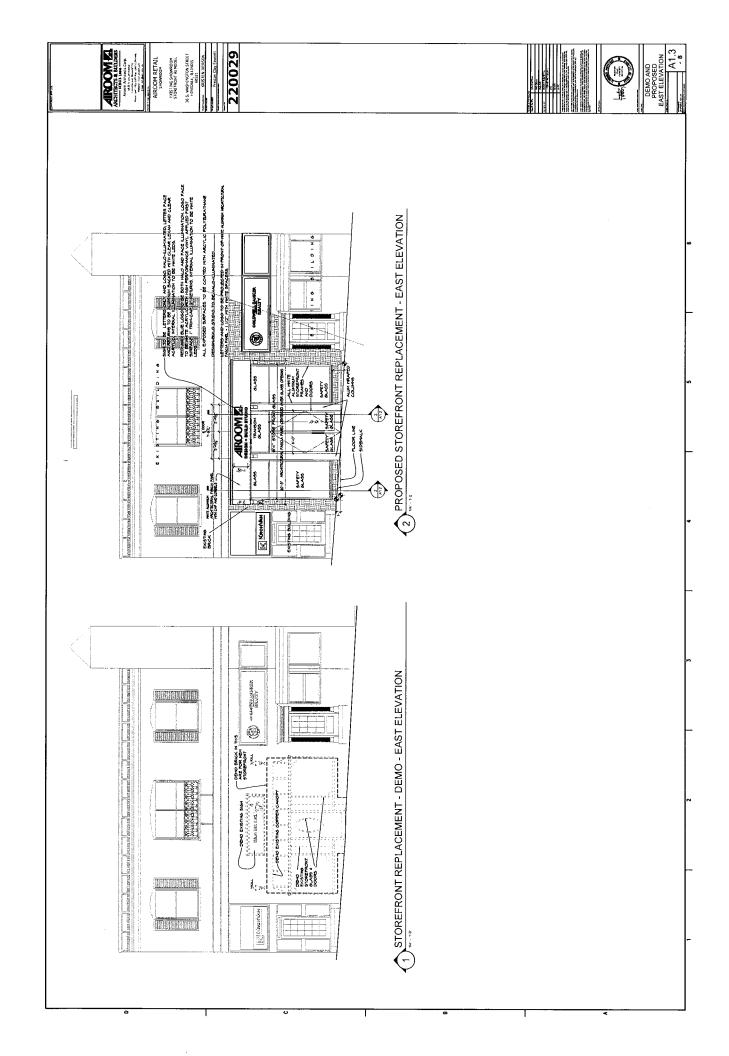
Original Plans Presented at the Historic Preservation Commission Meeting on September 7, 2022 and the Plan Commission Meeting on September 14, 2022

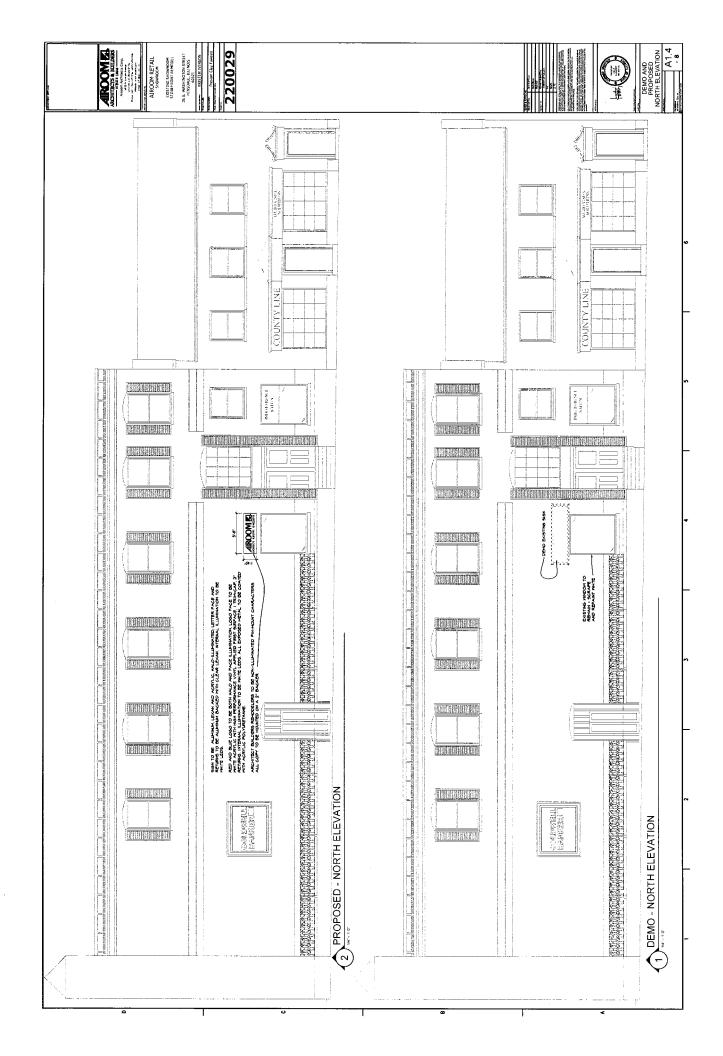














DESIGN + BUILD STUDIO

N. Kanadahan

Drawn By:

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

All Signs Shall Be Installed In Accordance With N.E.C. Article 600

All Signs Fabricated as per	
A S.A. Specifications & 2018 LB.C.	

O WILL BE ASSESSED FOR ANY MIS-USE OF THESE DRAWINGS.  A.S.A. Specifications & 201818.C.	ign Date: 5/18/2022 LAND
HBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000.0	Address: Drwg: 220
NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHI	A COCI

Sheet: 1A Design Date: 5/18/2022

Drwg: 220691

Rev E 8/10/2022
Rev E

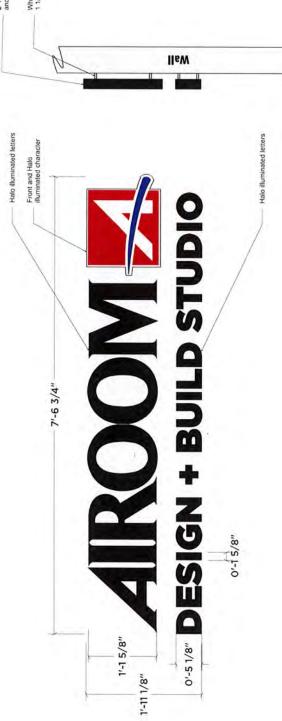
Rev B 8/4/2022 Rev B Rev C

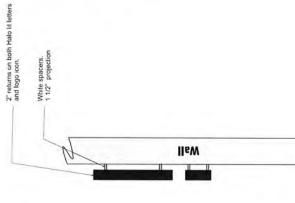
Prepared For: Airoom	Location Name:	Hinsdale
Prep	Loca	

<u></u> \$0	AURORASIGN COM
3 <u>N</u>	. 0098-898-053
∢ਲ	OFFICE

## Front Elevation

14.57 FT/SQ





# Illuminated wall sign

Letter face and returns to be aluminum backed Fabricate and install sign of aluminum, lexan and acrylic. "Airoom" to be halo illuminated; white leds. Red and blue logo icon to be both with clear lexan. Internal illumination to be halo and face illumination. Logo face to be white acrylic with high performance vinyl applied first surface. 1" trim-cap, 2" returns. Internal illumination to be white leds. All exposed metal surfaces to be coated with acrylic polyurethane. "Design + Build Studio" to be halo-illuminated

the stroke width minimum needed to accommodate LED mods for halo lit letters.

SCA	SCALE 1"=1'	Drawn By:	7
	Arroom Red = 3M ScotchCal #3630-73 Dark Red (match to PMS 7621)	10 PMS 7621)	
6	Arroom Blue = 3M ScotchCal #3630-137 European Blue (closest match to PMS 295)	al (closest match to	PMS 295
	1" black trim-cap		
	Arroom, Design Build Studio painted black. Logo Icon to have black returns	o painted black	Logo

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

# All Signs Shall Be Installed In Accordance With N.E.C. Article 600 All Signs Fabricated as per 2017 N. I. C. Specimations

GNATURE All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.

LANDLORD APPROVAL SIGNA	n Date: 5/10/2002	neet: , Desir	Drwe: 220202	Address	Prenare	A COCI
All Signs Fabricated as per A.S.A. Specifications & 2018 I.B.C.	-USE OF THESE DRAWINGS.	SSED FOR ANY MI	OF UP TO \$2000,00 WILL BE ASSE	UI WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES	II IS NOT 10 BE REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION WITHOU	NOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. 1

5/18/2022

AURORA SIGN CO.

Prepared For:	Address:	Drwg: 220691 Sheet: 1 Design Date: 5/18/2	Sheet:	Design	ë
Alfoom	30 S. Washington	Rev.A 8/4/2022		g.ag	10/2
ne:	City/State:	RevB		fest	
Hinsdale	Hinsdale, IL 60521	Ber C		New F	



ARCHITECTS - BUILDERS - REMODELERS

Computer generated colors are not a true match to any PMS, vinyl or paint. Rendering shown is for concept only. Actual scale and placement shown are approximate.

# ALLudi state and pracentent shown are approximate. All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications All Signs Fabricated as per A S.A. Specifications & 2018 I.B.C.

# A S A Specifications & 2018 I.B.C. LANDLORD APPROVAL SIGNATURE

Sheet: 2C Design Date: 5/18/2022

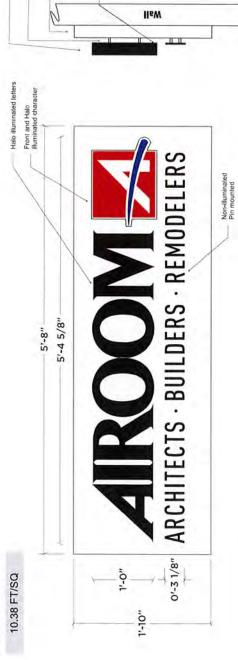
Rev P.

MOTE: THIS DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY TASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000,00 WILL BE 45SESSED FOR ANY MIS-USE OF THESE DRAWINGS.

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AURO SIGN O	630-898-5
₹5	OFFICE

Drwg: 220691	Rev.A 8/4/2022	Rev B 8/10/2022	Rev C 8/15/2022
Address:	36 S. Washington	City/State:	Hinsdale, IL 60521
Prepared For:	Airoom	Location Name:	Hinsdale

### Side Elevation





White spacers. 2" return backer

Letter face and returns to be aluminum backed white leds. Red and blue logo icon to be both Fabricate and install sign of aluminum, lexan and acrylic. "Airoom" to be halo illuminated; with clear lexan. Internal illumination to be applied first surface. 1" trim-cap, 2" returns. Internal illumination to be white leds. All halo and face illumination. Logo face to be white acrylic with high performance vinyl exposed metal surfaces to be coated with acrylic polyurethane.

1/2" acrylic letters with white spacers. 1" projection

"Architects Builders..." to be non-illuminated acrylic pin-mount characters. All copy to be mounted on a 2" backer

accommodate LED mods for halo lit letters the stroke width minimum needed to Stroke in I is 4.3".

2	
Drawn By:	
CALE 1 1/4"=1'	
SCA	

- Airoom Red 3M ScotchCal #3630-73 Dark Red (march to PMS 7621)
- Aroom Blue = 3M ScotchCal #3630-137 European Blue (closest match to PMS 295)
- 1" black trim-cap
- Arroam, Design Build Studio painted black. Lago Icon to have black returns
- White Backer

PMS, vinyl or paint. Rendering shown is for concept only Computer generated colors are not a true match to any Actual scale and placement shown are approximate.

### All Signs Shall Be Installed In Accordance With N.E.C. Article 600 All Signs Fabricated as per 2017 N.E.C. Specifications All Sons Fabricated as per A.S.A. Specifications & 2018 I.B.C.

LANDLORD APPROVAL SIGNATURE

5/18/2022

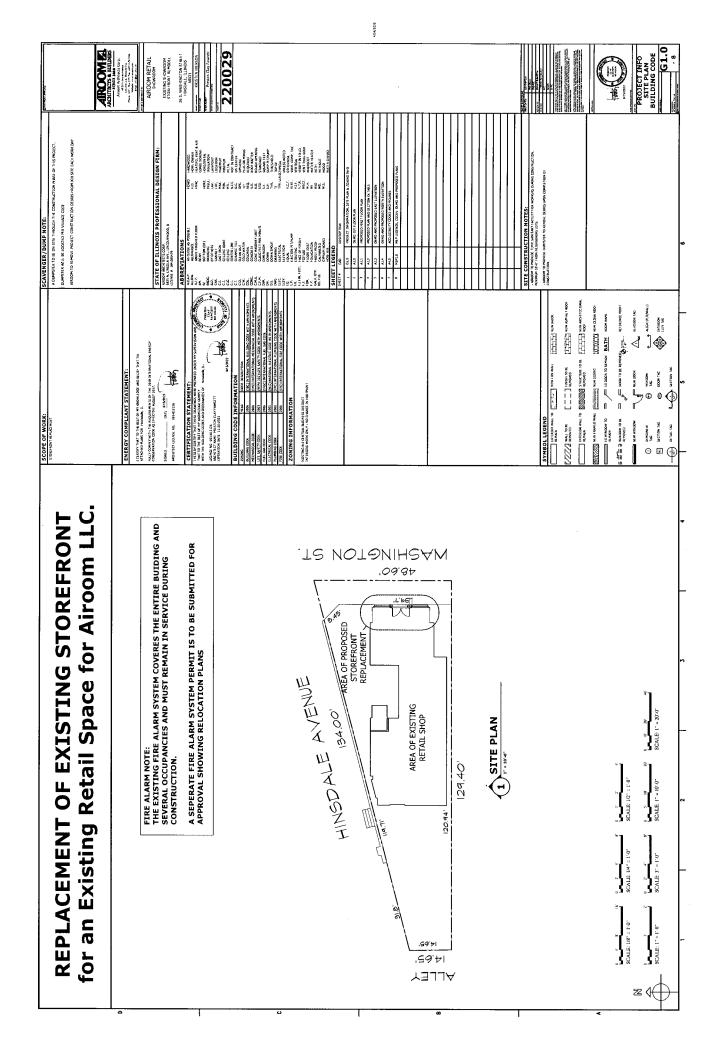
gen 3 3

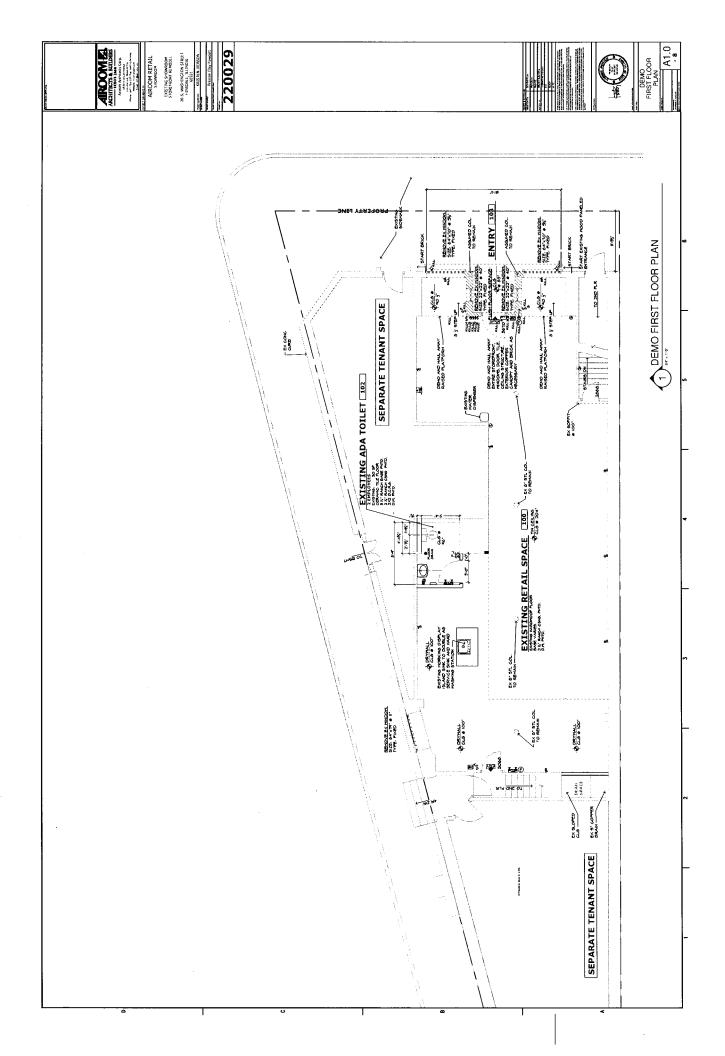
NOTE: THE DRAWING IS THE PROPERTY OF AURORA SIGN CO. IT IS NOT TO BE REPRODUCED, COPIED, OR EXHIBITED IN ANY TASHION WITHOUT WRITTEN CONSENT FROM AURORA SIGN CO. CHARGES OF UP TO \$2000 DO WILL BE ASSESSED FOR ANY MIS-LISE DRAWINGS. 2B Design Date: Sheet:

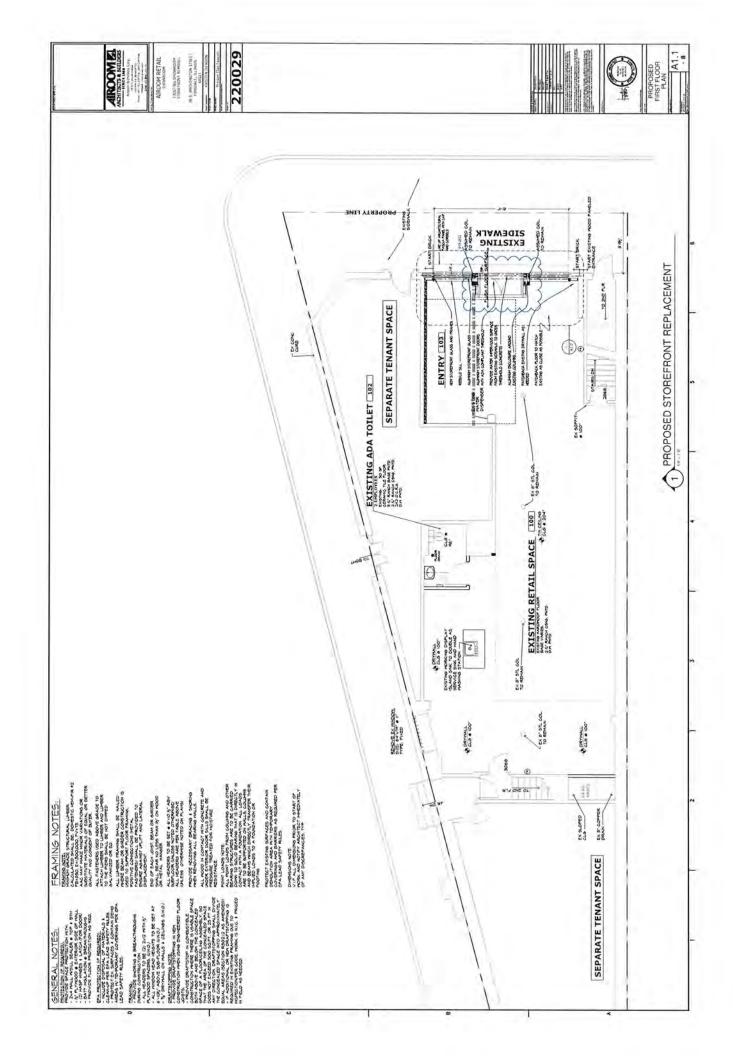
Airoom	36 S. Washington	5	rwg: 220691
	•	RevA	8/4/20
	City/State:	Ser 8	8/10/2022
dale	Hinsdale, IL 60521	Besic	8/15/2022

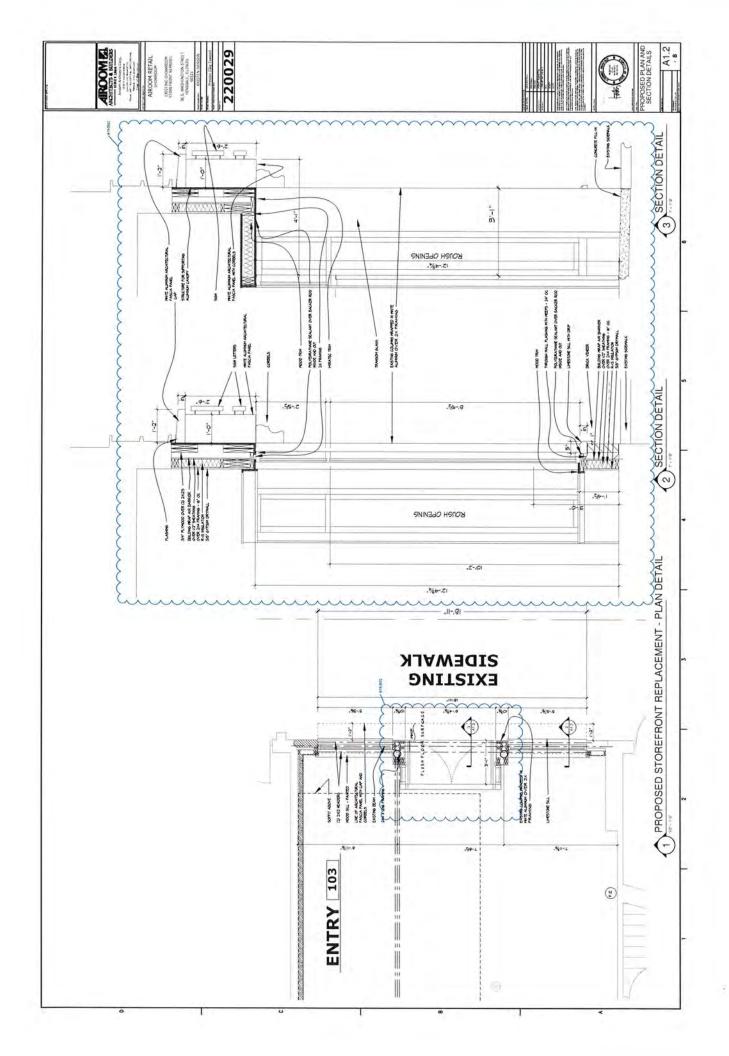
#### **Option 2 – Storefront with a Recessed Entry**

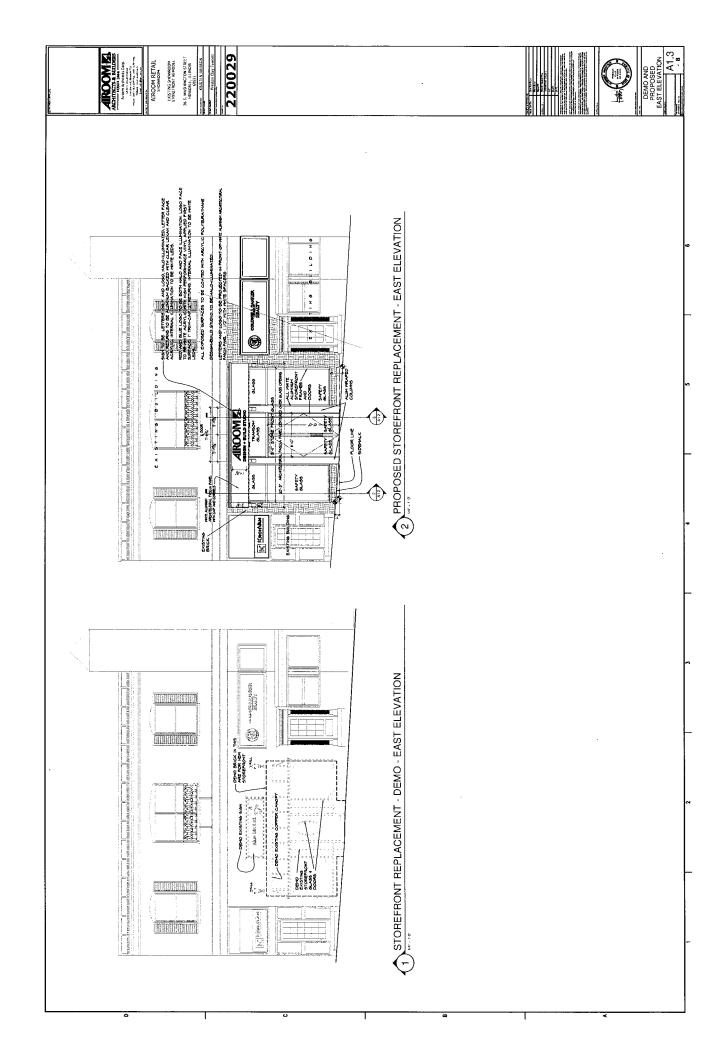
Revised Plans Submitted for the First Read at the Village Board on October 18, 2022

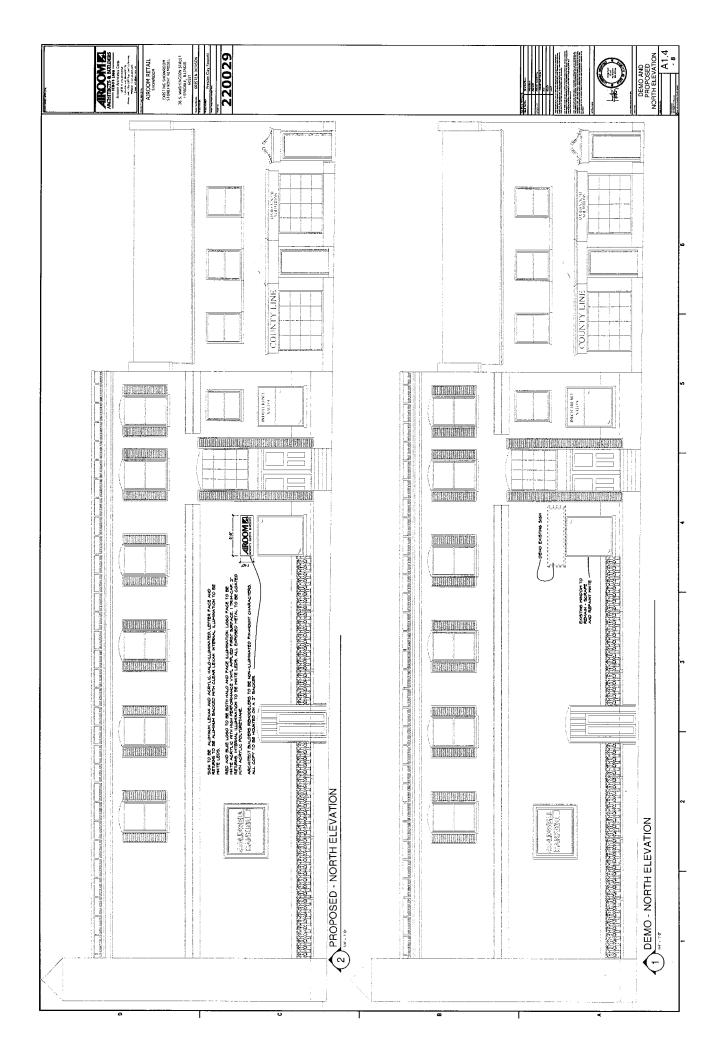


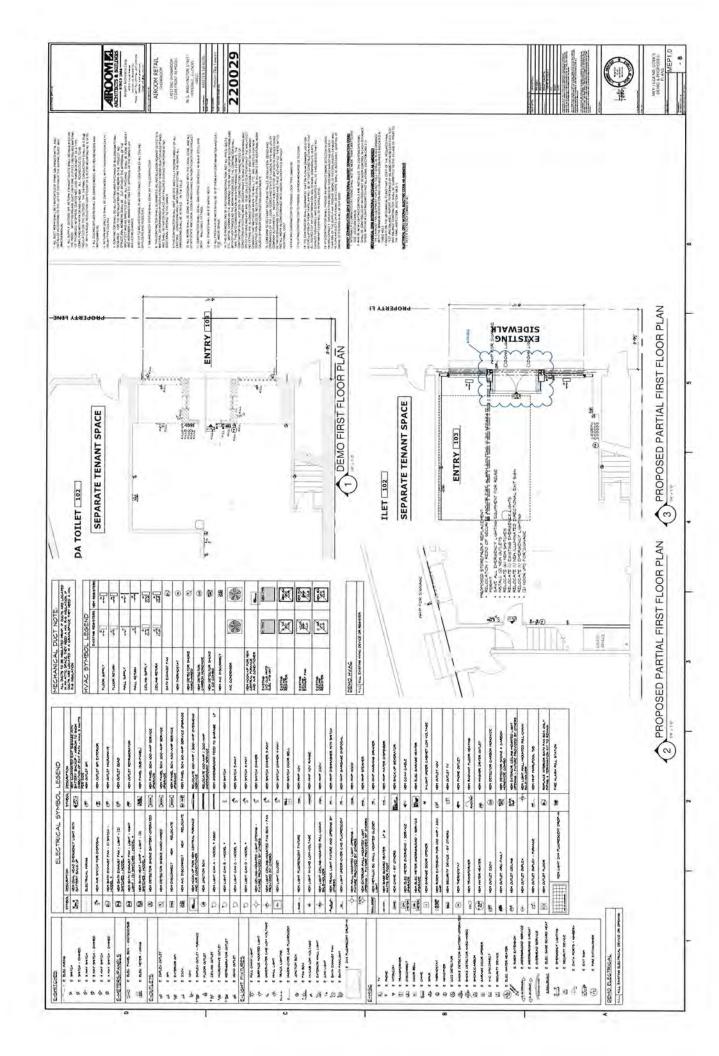


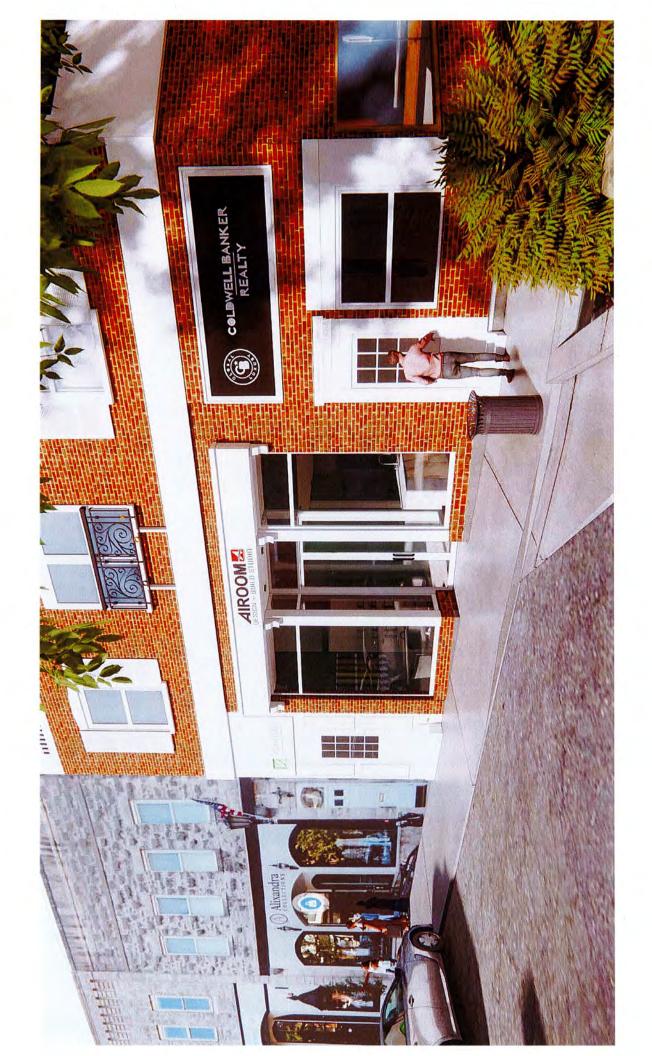




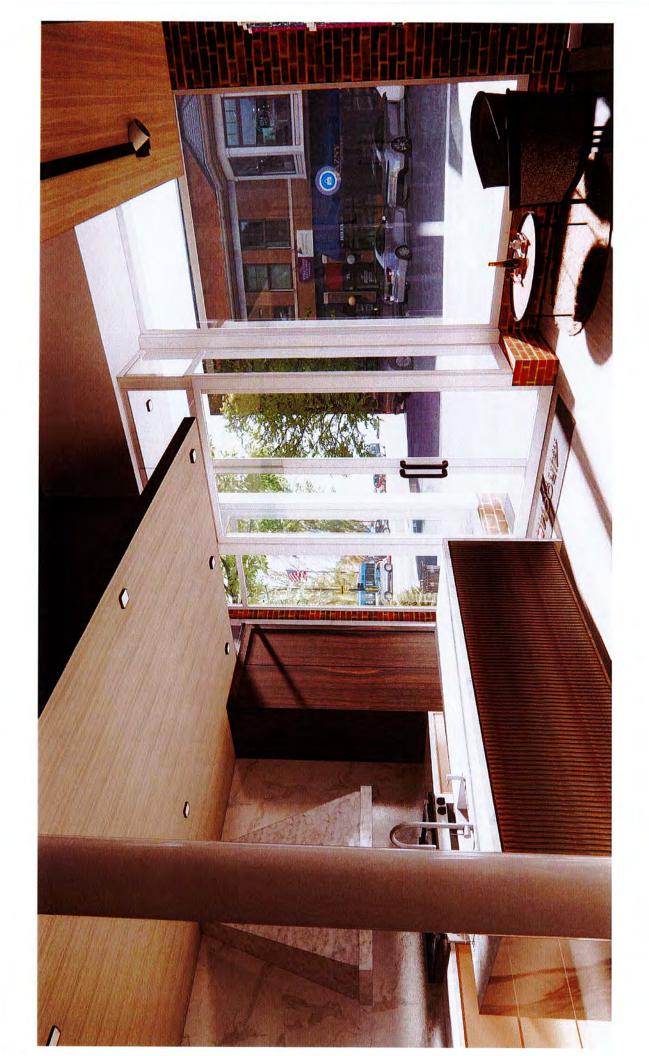












#### **Original Plans**

Presented at the Historic Preservation Commission Meeting on August 3, 2022

# STREET ELEVATION RENDERINGS

# Washington Street Elevation





Original Plans Presented at the HPC Meeting August 3, 2022

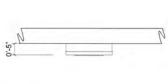
# Hinsdale Avenue Elevation

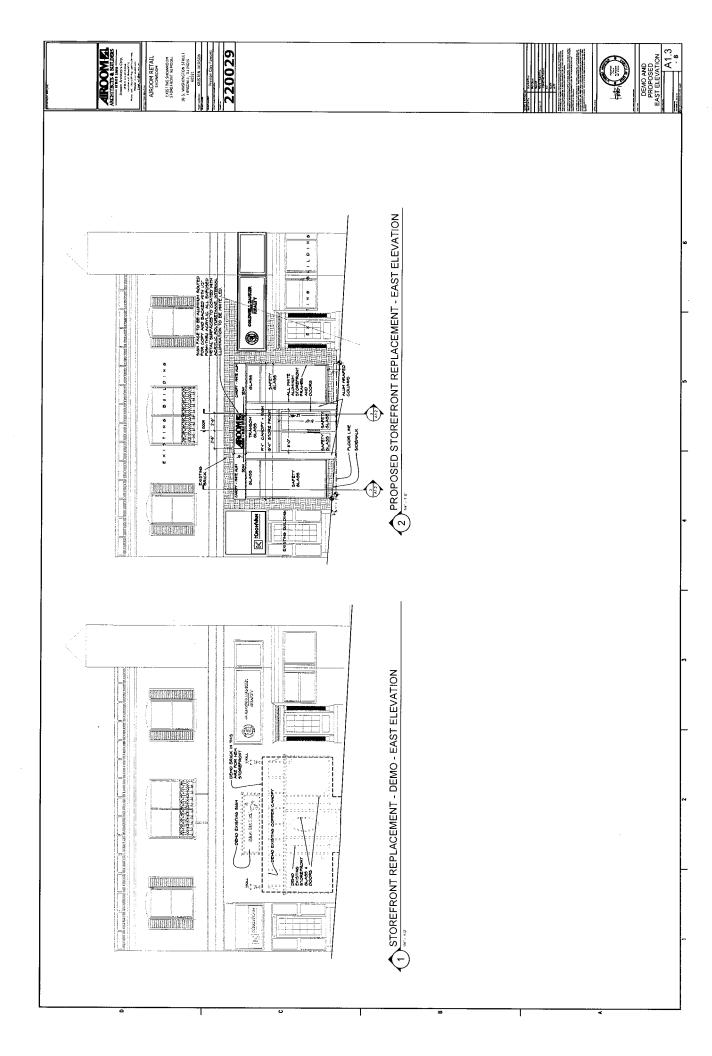
9.92 FT/SQ

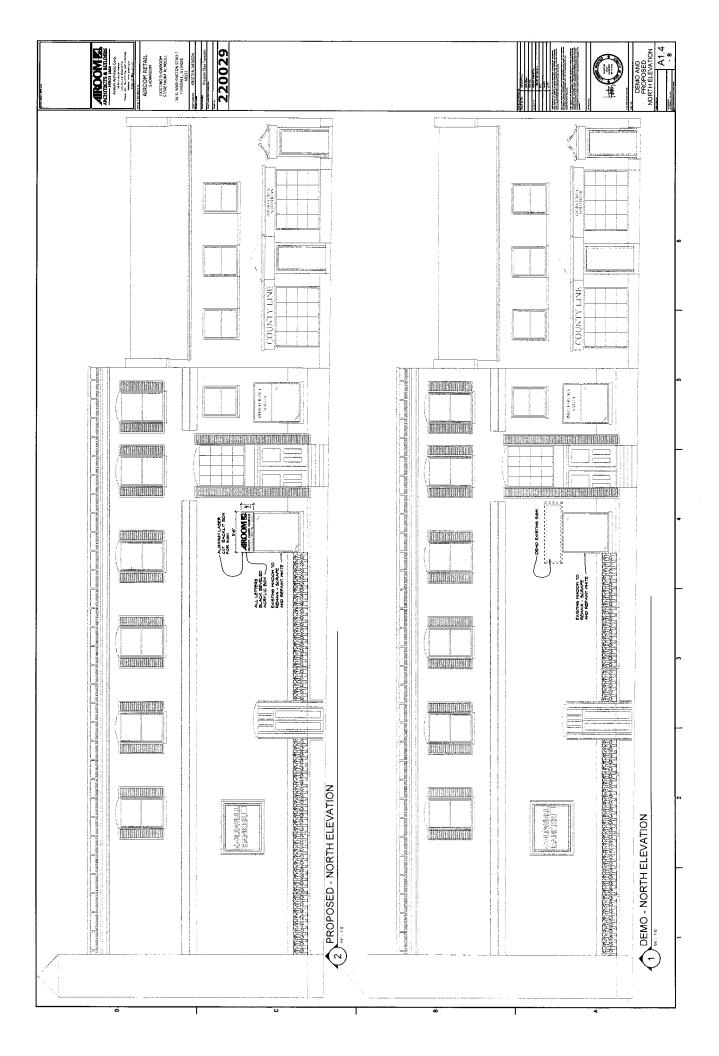
2,-8"











#### **VILLAGE OF HINSDALE**

ORDINANCE	NO.	

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN TO ALLOW FOR CHANGES TO THE EXTERIOR FAÇADE OF AN EXISTING BUILDING – 36 S. WASHINGTON STREET & 4 W. HINSDALE AVENUE – AIROOM

WHEREAS, Mike Klein, on behalf of Airoom (the "Applicant"), has submitted an application (the "Application") seeking exterior appearance and site plan approval for changes to the exterior façade of the existing building located at 36 S. Washington Street/4 W. Hinsdale Avenue (the "Subject Property") in the B-2 Central Business Zoning District. Proposed improvements include the removal of the existing copper canopy, wall-mounted light fixtures, wall sign, and storefront system, and installation of a new storefront system that includes white aluminum framing and a 2' 6" tall white canopy overhang with an aluminum cap and supporting corbels. In addition, the brick above the existing storefront and canopy will be removed to allow for taller storefront windows, and the new storefront system will align with the plane of the surrounding exterior brick façade, effectively infilling the existing inset entrance alcove (collectively, all of the foregoing are the "Proposed Improvements"). The Subject Property is legally described in <a href="Exhibit A">Exhibit A</a> attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as <a href="Exhibit B">Exhibit B</a> and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story, multitenant commercial building. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Applicant desires to occupy a first floor space as a home design retail showroom, and a second floor space as an office for architecture, engineering and design services; 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 September 14, 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, and zero (0) nays, with four (4) absent, subject to the condition that the entry be recessed at least three (3) feet from the face of the building and the applicant provide plan options to the Board of Trustees, 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 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

<u>SECTION 2</u>: 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 <u>Exhibit C</u> and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

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

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

- A. <u>Compliance with Plans, including Recessed Entry</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>, including recessing the entry at least three (3) feet from the face of the building based on the plan approved by the Board of Trustees and incorporated herein as part of <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.

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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.

**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 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 d roll call vote as follows:	ay of			, 2022, pı	ırsuar	it to a
AYES:		·			_	
NAYS:					-	
ABSENT:	-			****	-	
APPROVED by me this attested to by the Village Clerk the		of		.,	2022	, and
	Thomas K. Ca	ulev li	r Vill	age Presiden	<u> </u>	
ATTEST:	momas R. Ga	uicy, oi	., <b>v</b>	age i residen		
Christine M. Bruton, Village Clerl	k	<u></u>				
ACKNOWLEDGEMENT AND CONDITIONS OF THIS ORDINA		BY 7	ГНЕ	APPLICANT	то	THE
Ву:			_			
lts:			-			
Date:,	2022					

#### EXHIBIT A

#### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOT 1 (EXCEPT THE SOUTH 30 FEET THEREOF) OF GEORGE'S RESUBDIVISION OF BLOCK 3 OF THE ORIGINAL TOWN OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF GEORGE'S RESUBDIVISION RECORDED ON NOVEMBER 28, 1871 AS DOCUMENT 14624, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-121-012-0000 COMMONLY KNOWN AS: 36 S. WASHINGTON STREET & 4 W. HINSDALE AVENUE, HINSDALE, IL 60521

#### **EXHIBIT B**

# APPROVED EXTERIOR APPEARANCE AND SITE PLANS (ATTACHED)

#### **EXHIBIT C**

## FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION (ATTACHED)

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

**APPLICATION:** 

Case A-15-2022 – 36 S. Washington Street and 4 W. Hinsdale Avenue – Airoom – Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs located at 36 S. Washington Street and 4 W.

Hinsdale Avenue in the B-2 Central Business District

PROPERTY:

36 S. Washington Street & 4 W. Hinsdale Avenue (PIN: 09-12-121-012)

APPLICANT:

Mike Klein, Airoom

REQUEST:

Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: September 14, 2022

BOARD OF TRUSTEES 1<sup>ST</sup> READING: October 4, 2022

**SUMMARY OF REQUEST:** The Village of Hinsdale received an application request from Mike Klein, representing Airoom, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to the front façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs for Airoom located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District.

Airoom is proposing to occupy two (2) tenant spaces formerly occupied by Jane's Blue Iris, a florist shop. Airoom LLC will occupy the first floor tenant space at 36 S. Washington Street, which will be used as a home design retail showroom for home furnishings, furniture, household appliances, cabinetry, fixtures, flooring, and other home design products. The second floor tenant space at 4 W. Hinsdale Avenue, accessible from a door on the corner side of the building, will be used by Airoom Architects LLC as an office for architecture, engineering, and design services. There are currently a total of five (5) tenant spaces in the building. In addition to the two (2) tenant spaces for Airoom, the following three (3) other businesses operate out of the building: Coldwell Banker, Krohvan, and Indifference Salon.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Contributing according to the 2003 Architectural Resources in the Downtown Survey Area. The building was originally constructed in 1891 and features Two-Part Commercial Block architecture in a Colonial Revival style. The building has been altered over time, including the removal of the corner turret and front porch, the replacement of storefronts and windows, the installation of shutters and wrought iron detailing, and changes to brickwork and building openings.

Based on the recommendations by the Historic Preservation Commission and Plan Commission, summarized below, the applicant submitted several different revised plans for review during the Exterior Appearance and Site Plan Review process. The revised plans presented at the Plan Commission meeting on September 14, 2022 proposed the following changes to the building:

<u>Storefront Modifications</u> – For the first floor tenant space at 36 S. Washington Street, the applicant is proposing to remove the existing copper canopy, wall-mounted light fixtures, wall sign, and storefront system. A new storefront system will be installed that includes white aluminum framing and a 2' 6" tall white canopy overhang with an aluminum cap and supporting corbels. The brick above the existing storefront and canopy will be removed to allow for taller storefront windows. Additionally, the new

storefront system will align with the plane of the surrounding exterior brick façade, effectively infilling the existing inset entrance alcove. The overall height from grade to the top of the white aluminum band is approximately 16' 6.75".

<u>Wall Signage</u> – Two (2) halo-lit channel letter wall signs are proposed on the building, one for each of the two businesses for Airoom. The applicant has provided renderings to show how both of the signs will look during the day and illuminated at night.

One (1) wall sign is proposed on the projecting overhang above the new storefront at 36 S. Washington Street for Airoom LLC. The sign measures 1' 11-1/8" tall and 7' 6-3/4" wide, with an overall sign face area of 14.57 square feet. The wall sign consists of black halo-lit letters as well as a red and blue logo on a white background that will be both halo-lit and internally front lit.

One (1) wall sign is also proposed above the existing window near the entrance for 4 E. Hinsdale Avenue for Airoom Architects LLC. The proposed wall sign measures 1' 10" tall and 5' 8" wide, with an overall sign face area of 10.38 square feet. The wall sign consists of a white aluminum backer panel with black halo-lit letters as well as a red and blue logo on a white background that will be both halo-lit and internally front lit. Due to the smaller size, the secondary text line "Architects – Builders – Remodelers" will be non-illuminated pin mounted lettering.

Per Section 9-106(J), in the B-2 District, two (2) awning valance, canopy valance, wall, or permanent window signs are allowed per user. A maximum gross surface area of all awning valance, canopy valance, wall, and permanent window signs for the entire building shall not exceed the greater of: 1) one square foot per foot of building frontage, up to a maximum of one hundred (100) square feet, or 2) twenty five (25) square feet for each business that has a separate ground level principal entrance directly to the outside of the building onto a street, alley, courtyard, or parking lot.

Based on the five (5) tenants in the building with a separate ground level principal entrance directly to the outside, a total of <u>125 square feet</u> of signage described above is be allowed on the entire building.

Coldwell Banker was previously afforded more wall sign area than the standard 25 square feet allowed for each business in a multi-tenant building with a separate storefront entrance. As a result, the applicant has provided a survey of existing signage on the building to determine the allowable area afforded to the two businesses for Airoom. Per Section 9-106(E)(11), when more than one user occupies a zoning lot, the owner of the lot shall be responsible for allocating permitted signage among its tenants.

Combined, both wall signs measure <u>24.95 square feet</u> in size. On the entire building, the six (6) wall signs will collectively measure <u>131.01 square feet</u> in size, which includes the following signs:

- Krohvan 12 square feet
- Coldwell Banker 60.06 square feet
- Coldwell Banker (Hinsdale Avenue) 20.11 square feet
- Indifference Salon 13.89 square feet
- Airoom Showroom (Washington Street) 14.57 square feet
- Airoom Office (Hinsdale Avenue) 10.38 square feet

With the two wall signs for Airoom, the combined size of all wall signs on the building slightly exceed the allowable 125 square feet allowed for the entire building. Per Section 11-607(F), the Plan Commission has the authority to modify certain sign regulations, including to increase by not more than five percent (5%) the maximum area of signage otherwise allowed. This would allow for an additional 6.25 square feet of sign face area on the building, for a total of 131.25 square feet for all awning valance, canopy valance, wall, and permanent window signs on the building.

The applicant requested a 5% increase to the maximum sign area for the building to accommodate a halo-lit design, which requires slightly larger letters to locate LED lights behind to create the back-lit appearance, and to provide additional sign area that is currently being used by other building tenants. If this option is approved by the Plan Commission, the applicant is required meet the standards listed in 11-607(F)(3).

**PUBLIC MEETING SUMMARIES**: The project was reviewed at several public meetings by the Historic Preservation Commission and the Plan Commission, as detailed below:

<u>Historic Preservation Commission Meeting – August 3, 2022</u> – Mike Klein, representing Airoom, provided an overview of the proposed changes to the building and answered questions from the Commissioners. Members of the development team for Airoom, Michelle Forys with Aurora Sign Company, the sign contractor for the project, and Chris Schramko, the building manager, were also present at the meeting. No public comment was provided at the meeting.

The applicant presented plans with a flush white aluminum sign band above the proposed storefront system on Washington Street. A wall sign with push-thru letters, measuring 8.35 square feet in size, was proposed on Washington Street within the storefront aluminum band area. A wall sign with push-thru letters, measuring 9.92 square feet in size, was also proposed on Hinsdale Avenue. Combined, both signs measured 18.25 square feet in size and the total sign area for all tenants on the building would collectively measure 124.3 square feet.

There was a discussion on the changes to the building over time, if the street elevation / grade was raised in the past, the original storefront design, the patterned brick on the building that is not original, and the proposed plans to raise the height of the storefront windows. It was stated that this was a complex sign permit application due to the existing large signs for Coldwell Banker, which staff confirmed date back to at least the 1960s based on a review of permits on record.

Commissioners expressed concern over the storefront design and noted the modern appearance was not consistent with the historic downtown and the colonial revival style of the building. Different design options were discussed. It was noted that the white band above the storefront appeared as an extended sign backer panel rather than an architectural feature. It was recommended that the applicant explore a revised design where the band area becomes small canopy or covered entry area that projects outward from the building and includes decorative molding, trim, and corbels that reflect the style of the building.

Mr. Klein discussed the design with the Commission and stated the storefront was intended to be simple due to the number of tenants and architectural details on the building. It was also discussed if the applicant could explore keeping the existing sconces and locating a sign in the center of the sconces. One Commissioner stated concerns over the removal of the recessed alcove and pushing the storefront out toward the street, which the applicant noted was a critical feature for the interior design of the store.

The applicant confirmed that no permanent window signage is proposed on both the front and side elevations. Mr. Klein confirmed that the large window on Hinsdale Avenue would not be replaced. The existing black wrought iron features on the front and side elevations would also remain.

The Commission expressed concern over the design of the signs, noting that internally illuminated cabinet signs were not preferred or appropriate in the historic downtown, particularly facing the railroad. Halo-lit or non-illuminated signs have been preferred in the downtown. Ms. Forys confirmed the white background will be opaque. Only the side profile of the routed out push-thru lettering and the Airoom logo will be illuminated. A Commissioner asked if signage needed to be lit at night, where Mr. Klein noted he would like them to be illuminated. There was also a discussion on using halo-lit individual

lettering. Ms. Forys stated that the font lettering is too small to have back-lit LEDs, which require about a minimum 1.5" thickness. The color of the signs were discussed, but it was noted that the plans show the "swoosh" across the "A" logo as black on one sign and blue on another sign.

The Commission expressed support that the sign on Hinsdale Avenue aligned with the window below. The applicant confirmed that the "Since 1958" text would not be illuminated. There was a brief discussion on the location of the sign and that the adjacent door serves the second floor offices for Airoom.

A motion was made to recommend approval of Case A-15-2022 – 36 S. Washington Street and 4 W. Hinsdale Avenue – Airoom – Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs, subject to the condition that the applicant send Commissioner Prisby revised plans to review by August 4 showing architectural details on Washington Street that includes a box pediment and corbels in accordance with the discussion at the HPC meeting. By a vote of two (2) ayes and two (2) nays, with three (3) absent, the motion failed. The Commission discussed that the sign was not addressed in the motion and would like the two approvals to be separated.

A motion was made to recommend approval of Case A-15-2022 for the Exterior Appearance Review and Site Plan Review for 36 S. Washington Street, by a vote of three (3) ayes and one (1) nay, with three (3) absent, subject to the condition that the applicant include corbels and molding to be reviewed by Commissioner Prisby on August 4, 2022.

A motion was made to recommend denial of Case A-15-2022 – 36 S. Washington Street and 4 W. Hinsdale Avenue – Airoom – Sign Permit Review to allow for the installation of two (2) wall signs. By a vote of one (1) aye and three (3) nays, with three (3) absent, the motion failed.

Please note, following the meeting, staff reviewed Title 2 Chapter 12 of the Village Code that outlines the general powers, duties, and procedures of the Historic Preservation Commission. In accordance with Section 2-12-3(A): "Quorum And Necessary Vote: No business shall be transacted by the commission without a quorum, consisting of four (4) members, being present. The affirmative vote of a majority of the commission, consisting of at least four (4) members, shall be necessary on any motion to recommend approval of any matter or any application. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision to recommend denial of such matter or application." The votes of the Historic Preservation Commission noted above are considered votes recommending denial based on this code section.

<u>Plan Commission Meeting – August 10, 2022</u> – Jack Klein, representing Airoom, provided an overview of the proposed changes to the building and answered questions from the Commissioners. Michelle Forys with Aurora Sign Company, the sign contractor for the project, was also present at the meeting. No public comment was provided at the meeting.

The applicant submitted revised plans for the Plan Commission to review addressing several of the comments provided by the Historic Preservation Commission. The revised plans included a canopy overhang with decorative details above the storefront on Washington Street to add an architectural feature consistent with the building and historic character of the downtown.

In addition to the original signage design with push-thru letters, an alternative sign plan was provided that utilized halo-lit lettering. Due to the limited time between the Historic Preservation Commission meeting and the Plan Commission meeting, a final plan set with detailed elevations and renderings were not able to be prepared for the Plan Commission packet.

Ms. Forys stated the signs on Washington Street and Hinsdale Avenue had to be enlarged to provide a thicker font to accommodate the LED lights to achieve the halo-lit appearance. There was a discussion on the Plan Commission's authority to increase the sign face area by 5%, which would be needed to allow for the proposed halo-lit design option.

Several Commissioners stated they preferred the halo-lit signs over the push-thru signs and that the additional tag lines on the Hinsdale Avenue side created a busy appearance. The applicant noted that they were okay with removing the "Since 1958" text. It was noted by several Commissioners that less illumination was preferred, particularly on facades facing the railroad. The applicant stated no window signage is proposed and it was recommended that the applicant could look at permanent window signage on Hinsdale Avenue to provide signs oriented toward pedestrians.

There was also a discussion on the design of the proposed storefront, which will entail the removal of the existing entrance alcove by pushing the wall out toward the street as well as the raising of the storefront windows.

Commissioners recommended that the revised designs be sent back to the HPC for review due to the discussion at the HPC meeting and the recommended motion, the substantial changes to the plans that occurred between meetings, and the plans revisions needed to show the final halo-lit sign options.

By a vote of six (6) ayes and zero (0) nays, with three (3) absent, the Plan Commission recommend to refer Case A-15-2022 back to the Historic Preservation Commission for consideration prior to the review by the Plan Commission.

<u>Historic Preservation Commission Meeting – September 7, 2022</u> – Mike Klein, representing Airoom, provided an overview of the proposed changes to the building and design revisions based on the recommendations of the Historic Preservation Commission and Plan Commission at prior meetings. No public comment was provided at the meeting.

Overall, the Commissioners expressed support for the revised design to include a decorative overhang above the storefront and the proposed halo-lit wall signs. Commissioners noted concerns that the storefront will be flush with the front façade and supported a design with a recessed entry, noting that all other storefronts on the block have a recessed design for first floor businesses. Commissioners stated a recessed entry for Airoom would be consistent with the other buildings on the block and the current storefront design. It was noted that secondary second floor businesses do have a doorway that is flush with the building.

Mr. Klein stated that the infill of the recessed entryway was necessary for the interior design of the tenant space. He noted that the adjacent tenant, Coldwell Banker, has a pushed out wall inside Airoom's tenant space that creates interior challenges for design their showroom. There was a discussion on possible building code issues, such as accessibility, grade changes from the sidewalk, and the swing direction of the door. The Commission recommended that the applicant look into these issues further before the Plan Commission meeting and consider a recessed entry to be consistent with the other storefronts on the block.

The Historic Preservation Commission recommended approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) wall signs located at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District for Airoom, by a vote of four (4) ayes and zero (0) nays, with three (3) absent, subject to the condition that the applicant provide a recessed storefront entry on the front façade facing Washington Street.

**FINAL PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS:** On September 14, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Jack Klein, representing Airoom, provided an overview of the proposed project and design revisions based on the prior recommendations by the Historic Preservation Commission and Plan Commission. No public comment was provided at the meeting.

Mr. Klein provided a presentation showing the revised plans that included a decorative overhang above the storefront and halo-lit wall signs on Washington Street and Hinsdale Avenue.

Commissioner Moore asked about the recommendation provided by the Historic Preservation Commission to consider a design for a recessed storefront entry on Washington Street. Mr. Klein stated they were not given specific guidance and they were not given a particular recommendation, but they have done some studies to analyze if the storefront can be recessed. Chairman Cashman noted that a condition was added to the recommendation by the Historic Preservation Commission.

Mr. Klein stated that there was a discussion that all retail businesses nearby have recessed entryways, but noted that the Coldwell Banker storefront and the secondary door adjacent to Airoom's tenant space within the building are flush with the façade, as well as the Einstein Bagel's tenant space at the end of the block.

Mr. Klein stated that Airoom's interior layout is faced with a hardship as the adjacent tenant space for Coldwell Banker jogs into their tenant space by 12 feet, therefore a recessed entry limits their showroom area. Commissioner Moore noted that the applicant knew the interior of the tenant space that they chose to rent and questioned if this was truly a hardship. Commissioner Moore then brought up the recommendation by the Historic Preservation Commission to look at designs to recess the entry, where Mr. Klein responded that they actually had plans to show to the Plan Commission.

There was a discussion if the applicant considered designs for a recessed storefront entry, which was a recommended condition by the Historic Preservation Commission. Mr. Klein stated they had examples of the recessed entry to show the Plan Commission, but preferred to not recess the entry and stated he wanted to show the signage to the Commission first.

Commissioner Cashman asked if the applicant wanted to discuss signage first and then the Commission could review the storefront after.

Commissioner Moore stated that he is fine with the proposed signs and appreciates the changes that were made based on the recommendations from the Commissioners.

Commissioner Crnovich stated she is fine with the signage, but her concerns are with the recessed doorway so she is looking forward to seeing what options Airoom has to present.

Commissioner Krillenberger asked if this is the only location for Airoom or if there are other locations. Mr. Klein stated this location will be the second location for Airoom. There was a short discussion over the use of the business, where Mr. Klein confirmed that they are an architecture, builder, and remodeler company. Commissioner Krillenberger then asked about the business name. Mr. Klein responded that the company was founded by his grandfather as a glass enclosure sunroom business in Florida.

Commissioner Curry stated she agrees with the other Plan Commissioners and thanked the applicant for the changes made to the signage.

Chairman Cashman stated the signs look great and particularly liked the sign on Hinsdale Avenue.

Mr. Klein then described the interior floor plan of the tenant space and presented an alternative storefront plan to the Commission.

Mr. Klein described the proposed interior floor plan with the flush storefront and noted that a kitchen showroom area would be installed near the door area. The flush storefront provides about five and a half (5.5) feet of room around the proposed kitchen island. The door would swing into the tenant space.

A secondary option was then shown to the Commission with the storefront doors recessed about twelve (12) inches. Under this option, the doors would swing out into the sidewalk and the small canopy over the storefront would have an overhang of about two (2) feet. Mr. Klein did not know if the Village would allow the doors to swing out into the sidewalk. Mr. Klein said this option would not impede the interior floor plan design.

Chairman Cashman asked if there would be any building code restrictions that would prohibit the door from swinging open into the sidewalk. Mr. Klein responded that they are not aware of any so far and ideally they would like to swing the doors out. Village Planner Bethany Salmon stated that staff would like to confirm with the Building Official after the meeting if the Village would allow the doors to swing out and that she does not believe this would be allowed. There was a discussion that the plans may need to be revised to meet code requirements.

Chairman Cashman asked for clarification on the interior floor plan design and asked if the applicant considered turning the kitchen island. Mr. Klein stated that would limit the walk space in the kitchen showroom area and discussed other elements of the interior floor plan. Chairman Cashman restated that the Historic Preservation Commission recommended a recessed entry.

Commissioner Curry stated she prefers the recessed entry and it fit better in with the town. The flush storefront appears more like a store in Oakbrook Mall or a shopping center. Commissioner Curry noted that there is a flush door to the right of the storefront, but that this door goes up to the second floor of the building. Mr. Klein then noted that the Coldwell Banker also has an entry way that is not recessed. Commissioner Curry noted that the majority of the doors flush with the façade in the downtown are normally for the second floor and a recessed entry is more historic in appearance. Commissioner Curry recommend they look at a creative recessed design that will work with the interior floor plan.

Mr. Klein asked if there was a preference on how much the storefront should be recessed. Chairman Cashman responded that it should be recessed at least three (3) feet back so that the doors can swing out and noted that Commissioner Jim Prisby from the Historic Preservation Commission discussed this design at a prior meeting, which could be a good compromise.

Mr. Klein then showed the Commissioners photos of the adjacent entrances on the building, noting the Coldwell Banker entrance is not recessed.

Commissioner Curry noted a recessed design would not result in the loss of too much space and a discussion followed on the need for the Village to review the code requirements.

Mr. Klein stated they would recess the entry if that is their only option and they would like to prevent any delays with starting construction.

Commissioner Krillenberger stated the one (1) foot recessed entry seems like a reasonable compromise, subject to meeting code requirements.

Commissioner Crnovich stated she would like to see the entry recessed three (3) feet. She noted that the building is historic and is one of the most visible, cornerstone buildings in the historic downtown. Commissioner Crnovich noted that she did not prefer the alternative option showing the one (1) foot recessed entry and agreed with Commissioner Curry that is appears too much like a mall design.

Mr. Klein noted that the building has changed over time since it was first constructed and the storefront may have been once been flush with the building under the former porch. Commissioners then discussed the original design of the building.

Commissioner Crnovich understood that the building has been altered over time, but in keeping with the historic downtown and the recommendation of the Historic Preservation Commission, she recommends that Airoom keep a recess entryway and that the entry is recessed at least (3) feet.

Commissioner Moore noted that there will not a major difference in the area between a one (1) foot recessed entry and a three (3) foot recessed entry. Mr. Klein responded that it is not necessarily about the square footage, but more about the corners created that limit the walk space area.

Chairman Cashman asked for clarification on the area to the south of the doors. Mr. Klein noted they have a display wall with tiles, fixtures, and counter tops planned for the wall to the south and a sitting area for guests. Chairman Cashman stated he agrees with the Historic Preservation Commission about the recessed entry, but asked the applicant if they considered moving the door further south to allow for more area near the kitchen showroom area. Mr. Klein stated the sidewalk to the south is actually sloped, so there are challenges for relocating the entryway in this area and they would lose a display area. Chairman Cashman stated it is important to follow the Historic Preservation Commission's recommendation on this item.

Chairman Cashman asked if the applicant considered a single door with sidelight instead of double doors to provide additional flexibility. Mr. Klein stated they have not considered this idea, but are open to this. Chairman Cashman stated this design could provide a recessed option that does not have as much of a negative impact on the interior layout.

Chairman Cashman recommended that the applicant work with the Building Department to confirm code requirements for the direction the doors can swing and look at options that can minimize impacts to the interior while providing a recessed entry. Mr. Klein responded that they are open to making these changes.

Chairman Cashman stated the Plan Commission is a recommending body and recommended that Airoom bring multiple options to the Village Board for review. Mr. Klein agreed and there was a discussion on the possible timeline for the project. Mr. Klein asked if the signage could be approved. Chairman Cashman stated that in this case it is really one package.

Commissioner Moore reiterated that it is within the best interest of the applicant to bring forward multiple options to the Village Board for review.

Ms. Salmon then clarified that the sign permit could be approved separately by the Plan Commission, but the applicant should be aware that any changes to the storefront that impacted signage would require a separate review and approval.

Overall, the Commissioners expressed support for the revised design to the storefront and the changes to the proposed wall signs, but recommended that the applicant explore different design options that would recess the front entry by three (3) feet.

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, subject to changes to the storefront entry. Several Commissioners noted that the storefront on Washington Street would be visually compatible and consistent with the Downtown Historic District, with a revised design that includes the entry recessed three (3) feet (Section 11-605(E)(2)(e),(f),(i), and (k). The revised overhang with decorative details and halo-lit signage did not appear to negatively impact the historic building were respectful to the character of the downtown.

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

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

AYES: Commissioners Crnovich, Curry, Krillenberger, Moore, and Chairman Cashman

NAYS: None ABSTAIN: None

ABSENT: Commissioners, Fiascone Hurley, Jablonski, and 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, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-15-2022, an Exterior Appearance Review and Site Plan Review to allow for changes to the exterior façade of the existing building and a Sign Permit Review to allow for the installation of two (2) new wall signs at 36 S. Washington Street and 4 W. Hinsdale Avenue in the B-2 Central Business District for Airoom, subject to the condition that the entry be recessed at least three (3) feet from the face of the building and the applicant provide plan options to the Board of Trustees.

Signed:	
	Steve Cashman, Chair
	Plan Commission
	Village of Hinsdale
Date: _	



AGENDA ITEM # 70

REQUEST FOR BOARD ACTION
Finance

**AGENDA SECTION:** 

Consent - ACA

SUBJECT:

Accounts Payable-Warrant #1766

**MEETING DATE:** 

October 18, 2022

FROM:

Alison Brothen, Finance Director

#### **Recommended Motion**

Approve payment of the accounts payable for the period of September 29, 2022 through October 12, 2022 in the aggregate amount of \$1,438,827.03 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 #1766 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 #1766**

FOR PERIOD September 29, 2022 through October 12, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,438,827.03 reviewed and approved by the below named officials.

APPROVED BY _	alian Brothen	DATE 10/13/22
, ·	FINANCE DIRECTOR	
APPROVED BY _		DATE
	VILLAGE MANAGER	
APPROVED BY _		DATE
,	VILLAGE TRUSTEE	

## Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1766

Payee' Date'	5. Description	Vendor livoice	invoice
	,		
Electronic Federal Tax Payment Systems	W. B. 11 1100 C. I. 1 0000		<b>A</b> 00 10 6 5 5
9/30/2022	Village Payroll #20 - Calendar 2022	FWH/FICA/Medicare	\$ 99,136.57
Illinois Department of Revenue			
9/30/2022	Village Payroll #20 - Calendar 2022	State Tax Withholding	\$ 20,321.84
ICMA - 457 Plans			
9/30/2022	Village Payroll #20 - Calendar 2022	Employee Withholding	\$ 18,632.00
HSA PLAN CONTRIBUTION			
9/30/2022	Village Payroll #20 - Calendar 2022	Employer/Employee Withholding	\$ -
			, , , , , , , , , , , , , , , , , , , ,
Intergovernmental Personnel Benefit Coop	erative	Employee Insurance	\$ 171,997.33
Illinois Municipal Retirement Fund		Employer/Employee	\$ 91,255.74
-	Total Bank Wi	re Transfers and ACH Payments	\$ 401,343.48

#### Village of Hinsdale #1766 Summary By Fund

		Regular	ACH/AWine	
Recap By Fund	Fund	Checks	Transfers	Total
General Fund	100	298,883.42	171,997.33	470,880.75
Capital Project Fund	400	45,887.07		45,887.07
Water & Sewer Operations	600	484,841.59	-	484,841.59
Water & Sewer Capital	620	4,800.00		4,800.00
Escrow Funds	720	198,955.00		198,955.00
Payroll Revolving Fund	740	4,116.47	229,346.15	233,462.62
Total		1,037,483.55	401,343.48	1,438,827.03



Invoice	Description	Invoice/Amount
NATIONWIDE RET	IREMENT SOL	
20712	Payroll Run 1 - Warrant PR2220	525.00
	Check Date 9/30/2022 Total For Check # 113860	525.00
NATIONWIDE TRU	ST CO FSB	
20713	Payroll Run 1 - Warrant PR2220	3,360.70
	Check Date 9/30/2022 Total For Check # 113861	3,360.70
STATE DISBURSE	MENT UNIT	
20714	Payroll Run 1 - Warrant PR2220	230.77
	Check Date 9/30/2022 Total For Check # 113862	230.77
TOSHIBA FINANCI	AL SERVICE	•
483316287	FIRE/PUB WORKS COPIER LEASE 9/19-10/19/22	269.12
483316287	FIRE/PUB WORKS COPIER LEASE 9/19-10/19/22	269.12
483623492	COPIER LEASE FIN 9/23-10/23/22	275.00
483316972	COPIER LEASE PD-9/18-10/18/22	275.00
	Check Date 10/6/2022 Total For Check # 113863	1,088.24
A BLOCK MARKET	FING INC	
ME00068449	WOODCHIP DISPOSAL	30.00
LC00068314	WOODCHIP DISPOSAL	30.00
LC00068336	LOG DISPOSAL	30.00
ME00068488	WOODCHIP DISPOSAL	30.00
·	Check Date 10/12/2022 Total For Check # 113864	120.00
ADVENTHEALTH E	BOLINGBROOK	
083122	DRUG SCREEENING	160.00
•	Check Date 10/12/2022 Total For Check # 113865	160.00
AEP ENERGY		
3013129848- SEPT22	53 VILLAGE PL-8/16-9/16/22	56.66
3014421192- SEPT22	908 ELM ST-8/17-9/16/22	462.94
3014421204- SEPT22	19 E CHGO-TRANSFORMER 8/17-9/16/22	1,007.44
3013129837- SEPT22	2 E N STOUGH/STREET LIGHTS 8/22-9/21/22	6,994.62
•	Check Date 10/12/2022 Total For Check # 113866	8,521.66
AIR ONE EQUIPME	ENT	
183223	ANNUAL COMPRESSOR CHECK	150.00
185736	FIRE GLOVES	790.00
185783	HOSE NOZZLE & HOSES	766.00



Invoice	Description		Invoice/Amount
	Check Date 10/12/2022	Total For Check # 113867	1,706.00
ALEXANDER EQUI	IPMENT		
192127	SAW SUPPLIES		27.90
	Check Date 10/12/2022	Total For Check # 113868	27.90
AMERICAN MUSIC	INSTITUTE	•	
INV-004535	GUITAR & VOICE CLASS	3	240.00
	Check Date 10/12/2022	Total For Check # 113869	240.00
AT&T			
6307897070	LONG DISTANCE PHON	E CALL POLICE DEPT	6.28
•	Check Date 10/12/2022	Total For Check # 113870	6.28
AT&T			
439133	LEA TRACKING 9/20-9/2	1/22	175.00
436734	LEA TRACKING 8/31-8/3	1/22	125.00
	Check Date 10/12/2022	Total For Check # 113871	300.00
AT&T MOBILITY			
287305163488- SEP22	PHONE CHARGES 8/26-	9/25/22 PUB SAFETY	310.67
287305163488- SEP22	PHONE CHARGES 8/26-	9/25/22 PUB SAFETY	846.39
287305163488- SEP22	PHONE CHARGES 8/26-	9/25/22 PUB SAFETY	969.00
287305163488- SEP22	PHONE CHARGES 8/26-	9/25/22 PUB SAFETY	42.21
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	211.05
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	84.42
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	42.21
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	74.22
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	211.05
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	84.42
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	168.84
287305163654- SEP22	PHONE CHARGES-PUB	WKS 8/26-9/25/22	84.42
	Check Date 10/12/2022	Total For Check # 113872	3,128.90



Invoice	Description	Invoice/Amount
ATLAS BOBCAT LI	LC	
K21709	INSPECT FOR LEAKS #91	300.00
	Check Date 10/12/2022 Total For Check # 113873	300.00
ATLAS RESTORAT	TION	
28637	CONT BD-106 HILLCREST #28637	500.00
	Check Date 10/12/2022	500.00
BACKGROUNDS O	NLINE	
546124	BACKGROUND CHECKS	807.45
	Check Date 10/12/2022	807.45
BRAVO SERVICES	, INC	
228	SEPT22 CLEANING SVC	2,300.00
228	SEPT22 CLEANING SVC	350.00
228	SEPT22 CLEANING SVC	225.00
228	SEPT22 CLEANING SVC	675.00
228	SEPT22 CLEANING SVC	1,250.00
228	SEPT22 CLEANING SVC	1,275.00
	Check Date 10/12/2022 Total For Check # 113876	6,075.00
BRIDGEPAY NETW	ORK SOLUTIONS	
10962	SEPT22 TRANSACTIONS	35.20
	Check Date 10/12/2022 Total For Check # 113877	35.20
BULLSEYE TELEC	OM INC	
4418 <b>1</b> 08	PHONE CHARGES 9/26-10/25/22	709.65
4418108	PHONE CHARGES 9/26-10/25/22	75.10
4418108	PHONE CHARGES 9/26-10/25/22	70.99
4418108	PHONE CHARGES 9/26-10/25/22	283.91
4418108	PHONE CHARGES 9/26-10/25/22	55.99
4418108	PHONE CHARGES 9/26-10/25/22	642.20
4418108	PHONE CHARGES 9/26-10/25/22	375.29
4418108	PHONE CHARGES 9/26-10/25/22	<b>75.10</b> .
4418108	PHONE CHARGES 9/26-10/25/22	70.99
4418108	PHONE CHARGES 9/26-10/25/22	146.09
4418108	PHONE CHARGES 9/26-10/25/22	50.24
4418108	PHONE CHARGES 9/26-10/25/22	3.99
	Check Date 10/12/2022 Total For Check # 113878	2,559.54



Invoice	Description		Invoice/Amount
BYRNE BUILDERS	<b>3</b>		•
26859	ST MGMT-720 S BODIN	#26859	3,000.00
26860	CONT BD-720 S BODIN	#26860	10,000.00
•	Check Date 10/12/2022	Total For Check # 113879	13,000.00
CASANOVA, CHRI	ISTIAN		
091822	UNIFORM ALLOW		195.29
	Check Date 10/12/2022	Total For Check # 113880	195.29
CDW-GOVERNME	NT INC.		
CP15281	SURFACE PRO	•	1,201.74
CR10069	NEW MONITOR FOR KL	M MGR	260.39
	Check Date 10/12/2022	Total For Check # 113881	1,462.13
CENTRAL STATES	S AUTOMATIC SPRINKLER	RS INC	
30111	SPRINKLER TESTING		383.34
30111	SPRINKLER TESTING		383.34
30111	SPRINKLER TESTING		191.66
30111	SPRINKLER TESTING		191.66
•	Check Date 10/12/2022	Total For Check # 113882	1,150.00
CHICAGO ARTISA	N ROASTERS	•	
1166	COFFEE		55.00
1161	COFFEE		45.00
1169	BREAKROOM SUPPLIES	S- COFFEE	45.00
	Check Date 10/12/2022	Total For Check # 113883	145.00
CHICAGO ELITE V	OLLEYBALL CLUB, LLC		
0562	SEPT VOLLEYBALL CLA	ASS	420.00
	Check Date 10/12/2022	Total For Check # 113884	420.00
CHRISTOPHER B	BURKE		
177408	STANDPIPE MAINTENA	NCE PROJ BOT-7/12/22	19,017.65
178378	STANDPIPE MAINTENA	NCE PROJ BOT-7/12/22	8,623.26
	Check Date 10/12/2022	Total For Check # 113885	27,640.91
CINTAS CORPORA	ATION 769		
413411197	MAT & TOWEL SVC		22.85
413411197	MAT & TOWEL SVC		27.42
413411197	MAT & TOWEL SVC		21.39
413411197	MAT & TOWEL SVC		12.15
413411197	MAT & TOWEL SVC		46.08
413411197	MAT & TOWEL SVC		42.97
413886941	MAT & TOWEL SVC		22.85



413886941 MAT & TOWEL SVC 21.39 413886941 MAT & TOWEL SVC 12.15 413886941 MAT & TOWEL SVC 12.15 413886941 MAT & TOWEL SVC 42.97 5128007629 MEDICAL CABINET RE-STOCK 170.86 Check Date 10/12/2022 Total For Check # 113886  COEO SOLUTIONS 1077980 HIGH SPEED INTERNET 10/1-10/31/22 1,323.69 Check Date 10/12/2022 Total For Check # 113888 1,323.69  COMCAST 8771201110037136 POOL 10/4-11/3/22 Total For Check # 113889 154.80  COMED-6112	Invoice	Description	Invoice/Amount	
413886941 MAT & TOWEL SVC 46.08 413886941 MAT & TOWEL SVC 46.08 413886941 MAT & TOWEL SVC 42.97 5126007629 MEDICAL CABINET RE-STOCK 170.86 CDEO SOLUTIONS  1077980 HIGH SPEED INTERNET 10/1-10/31/22 1,323.69  COMCAST  8771201110037136 POOL 10/4-11/3/22 Total For Check # 113888 1,323.69  COMED-\$112  1653148069 TRAFFIC SIGNALS 8/26-9/27/22 3.21 Check Date 10/12/2022 Total For Check # 113890 3.21  DAVE KNECHT HOMES LLC 25153 CONT BD-117 S PARK #25153 4,000.00  DOCU-SHRED, INC.  49180 DOCUMENT DESTRUCTION 40.00 Check Date 10/12/2022 Total For Check # 113892 40.00  DUPAGE MAYORS & MANAGERS  11417A CONF APRIL BUS MTG-BLOOM 40.00 Check Date 10/12/2022 Total For Check # 113893 40.00  DUPAGE WATER COMMISSION  01-1200-00-SEPT22 WATER CHARGE 8/31-9/30/22 Total For Check # 113894 451,504.34 ELINEUP LLC  1167 CLOUD SUBS, AND SOFTWARE MAINTENACE 600.00 Check Date 10/12/2022 Total For Check # 113894 451,504.34 ELINEUP LLC  1167 CLOUD SUBS, AND SOFTWARE MAINTENACE 600.00 CHeck Date 10/12/2022 Total For Check # 113895 600.00  ETP LABS, INC 22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00 CPCWRD  009575-000-JUL22 SEWER-7/27-9/27/22 32.30	413886941	MAT & TOWEL SVC	27.42	
413886941 MAT & TOWEL SVC 46.08 413886941 MAT & TOWEL SVC 42.97 5126007629 MEDICAL CABINET RE-STOCK 170.86 Check Date 10/12/2022 Total For Check # 113886 516.58 COEO SOLUTIONS 1077980 HIGH SPEED INTERNET 10/1-10/31/22 1,323.69 Check Date 10/12/2022 Total For Check # 113888 1,323.69  COMCAST 8771201110037136 POOL 10/4-11/3/22 Total For Check # 113889 154.80 COMED-6112 -1653148069 TRAFFIC SIGNALS 8/26-9/27/22 3.21 Check Date 10/12/2022 Total For Check # 113890 3.21  DAVE KNECHT HOMES LLC 25153 CONT BD-117 S PARK #25153 4,000.00 Check Date 10/12/2022 Total For Check # 113891 4,000.00  DOCU-SHRED, INC. 49180 DOCUMENT DESTRUCTION 40.00 Check Date 10/12/2022 Total For Check # 113892 40.00  DUPAGE MAYORS & MANAGERS 11417A CONF APRIL BUS MTG-BLOOM 40.00 Check Date 10/12/2022 Total For Check # 113893 40.00  DUPAGE WATER COMMISSION 01-1200-00-SEPT22 WATER CHARGE 8/31-9/30/22 451,504.34 ELINEUP LLC 1167 CLOUD SUBS. AND SOFT-WARE MAINTENACE 600.00 Check Date 10/12/2022 Total For Check # 113895 600.00  ETP LABS, INC 22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00 Check Date 10/12/2022 Total For Check # 113896 288.00  FCWRD 009575-000-JUL22 SEWER-7/27-9/27/22 32.30	413886941	MAT & TOWEL SVC	21.39	
### ### ### ### ### ### ### ### ### ##	413886941	MAT & TOWEL SVC	12.15	•
Total For Check # 113886	413886941	MAT & TOWEL SVC	46.08	
COEO SOLUTIONS  1077980	413886941	MAT & TOWEL SVC	42.97	
COEO SOLUTIONS	5126007629	MEDICAL CABINET RE-STOCK	170.86	
1077980		Check Date 10/12/2022 Total For Check # 113886		11
COMCAST  8771201110037136 POOL 10/4-11/3/22 Total For Check # 113888 1,323.69  COMED-6112	COEO SOLUTIONS		VOID	#113887
## R771201110037136 POOL 10/4-11/3/22 Total For Check # 113889 154.80  **COMED-6112** - 1653148069 TRAFFIC SIGNALS 8/26-9/27/22 3.21  **Check Date 10/12/2022 Total For Check # 113890 3.21  **DAVE KNECHT HOMES LLC**  25153 CONT BD-117 S PARK #25153 4,000.00  **DOCU-SHRED, INC.**  49180 DOCUMENT DESTRUCTION 40.00  **Check Date 10/12/2022 Total For Check # 113891 40.00  **DUPAGE MAYORS & MANAGERS**  11417A CONF APRIL BUS MTG-BLOOM 40.00  **Check Date 10/12/2022 Total For Check # 113893 40.00  **DUPAGE WATER COMMISSION**  01-1200-00-SEPT22 WATER CHARGE 8/31-9/30/22 Total For Check # 113894 451,504.34  **ELINEUP LLC**  1167 CLOUD SUBS. AND SOFTWARE MAINTENACE 600.00  **Check Date 10/12/2022 Total For Check # 113895 600.00  **ETP LABS, INC**  22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00  **Check Date 10/12/2022 Total For Check # 113896 288.00  **FCWRD**  009575-000-JUL22 SEWER-7/27-9/27/22 32.30	1077980	HIGH SPEED INTERNET 10/1-10/31/22	1,323.69	
### R7712011110037136 POOL 10/4-11/3/22 Total For Check # 113889 154.80  ### COMED-6112    1653148069		Check Date 10/12/2022 Total For Check # 113888	1,323.69	
Check Date 10/12/2022   Total For Check # 113889   154.80	COMCAST			
TRAFFIC SIGNALS 8/26-9/27/22   3.21	8771201110037136	POOL 10/4-11/3/22	154.80	
TRAFFIC SIGNALS 8/26-9/27/22   3.21		Check Date 10/12/2022 Total For Check # 113889	154.80	•
Check Date 10/12/2022   Total For Check # 113890   3.21	COMED-6112			
DAVE KNECHT HOMES LLC  25153 CONT BD-117 S PARK #25153 4,000.00 Check Date 10/12/2022 Total For Check # 113891 4,000.00  DOCU-SHRED, INC.  49180 DOCUMENT DESTRUCTION 40.00 Check Date 10/12/2022 Total For Check # 113892 40.00  DUPAGE MAYORS & MANAGERS  11417A CONF APRIL BUS MTG-BLOOM 40.00 Check Date 10/12/2022 Total For Check # 113893 40.00  DUPAGE WATER COMMISSION  01-1200-00-SEPT22 WATER CHARGE 8/31-9/30/22 451,504.34 Check Date 10/12/2022 Total For Check # 113894 451,504.34  ELINEUP LLC  1167 CLOUD SUBS. AND SOFTWARE MAINTENACE 600.00 Check Date 10/12/2022 Total For Check # 113895 600.00  ETP LABS, INC  22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00 Check Date 10/12/2022 Total For Check # 113896 288.00  FCWRD  009575-000-JUL22 SEWER-7/27-9/27/22 332.30	4 1653148069	TRAFFIC SIGNALS 8/26-9/27/22	3.21	
DOCU-SHRED, INC   For Check # 113891   A,000.00		Check Date 10/12/2022 Total For Check # 113890	3.21	
Check Date 10/12/2022   Total For Check # 113891   4,000.00	DAVE KNECHT HO	MES LLC		
DOCU-SHRED, INC.   13891   13891   13891   13891   13891   13891   13891   13891   13891   13891   13891   13891   13891   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892   13891   13892	25153	CONT BD-117 S PARK #25153	4,000.00	
49180 DOCUMENT DESTRUCTION 40.00 Check Date 10/12/2022 Total For Check #113892 40.00  DUPAGE MAYORS & MANAGERS  11417A CONF APRIL BUS MTG-BLOOM 40.00 Check Date 10/12/2022 Total For Check #113893 40.00  DUPAGE WATER COMMISSION  01-1200-00-SEPT22 WATER CHARGE 8/31-9/30/22 451,504.34 Check Date 10/12/2022 Total For Check #113894 451,504.34  ELINEUP LLC  1167 CLOUD SUBS. AND SOFTWARE MAINTENACE 600.00 Check Date 10/12/2022 Total For Check #113895 600.00  ETP LABS, INC  22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00 Check Date 10/12/2022 Total For Check #113896 288.00  FCWRD  009575-000-JUL22 SEWER-7/27-9/27/22 32.30		Check Date 10/12/2022 Total For Check # 113891	, ,	
Check Date 10/12/2022   Total For Check # 113892   40.00	DOCU-SHRED, INC			
Check Date 10/12/2022   Total For Check # 113892   40.00	49180	DOCUMENT DESTRUCTION	40.00	
11417A			40.00	
Check Date 10/12/2022   Total For Check # 113893   40.00	DUPAGE MAYORS			
DUPAGE WATER COMMISSION         01-1200-00-SEPT22       WATER CHARGE 8/31-9/30/22       451,504.34         Check Date 10/12/2022       Total For Check # 113894       451,504.34         ELINEUP LLC         1167       CLOUD SUBS. AND SOFTWARE MAINTENACE       600.00         Check Date 10/12/2022       Total For Check # 113895       600.00         ETP LABS, INC         22-136147       MONTHLY BACTERIA SAMPLES-AUG22       288.00         Check Date 10/12/2022       Total For Check # 113896       288.00         FCWRD         009575-000-JUL22       SEWER-7/27-9/27/22       32.30	11417A	CONF APRIL BUS MTG-BLOOM	40.00	
01-1200-00-SEPT22       WATER CHARGE 8/31-9/30/22       451,504.34         Check Date 10/12/2022       Total For Check # 113894       451,504.34         ELINEUP LLC         1167       CLOUD SUBS. AND SOFTWARE MAINTENACE       600.00         Check Date 10/12/2022       Total For Check # 113895       600.00         ETP LABS, INC         22-136147       MONTHLY BACTERIA SAMPLES-AUG22       288.00         Check Date 10/12/2022       Total For Check # 113896       288.00         FCWRD         009575-000-JUL22       SEWER-7/27-9/27/22       32.30	1	Check Date 10/12/2022	40.00	
## Check Date 10/12/2022	DUPAGE WATER O	COMMISSION		
ELINEUP LLC  1167	01-1200-00-SEPT22	2 WATER CHARGE 8/31-9/30/22	451,504.34	
1167 CLOUD SUBS. AND SOFTWARE MAINTENACE 600.00 Check Date 10/12/2022 Total For Check # 113895 600.00 ETP LABS, INC  22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00 Check Date 10/12/2022 Total For Check # 113896 288.00  FCWRD  009575-000-JUL22 SEWER-7/27-9/27/22 32.30		Check Date 10/12/2022	451,504.34	
Check Date 10/12/2022 Total For Check # 113895 600.00  ETP LABS, INC  22-136147 MONTHLY BACTERIA SAMPLES-AUG22 288.00 Check Date 10/12/2022 Total For Check # 113896 288.00  FCWRD  009575-000-JUL22 SEWER-7/27-9/27/22 32.30	ELINEUP LLC			
ETP LABS, INC  22-136147	1167	CLOUD SUBS. AND SOFTWARE MAINTENACE	600.00	
22-136147       MONTHLY BACTERIA SAMPLES-AUG22       288.00         Check Date 10/12/2022 Total For Check # 113896       288.00         FCWRD         009575-000-JUL22       SEWER-7/27-9/27/22       32.30		Check Date 10/12/2022 Total For Check # 113895	600.00	
Check Date 10/12/2022         Total For Check # 113896         288.00           FCWRD         009575-000-JUL22         SEWER-7/27-9/27/22         32.30	ETP LABS, INC			
Check Date 10/12/2022 Total For Check # 113896 288.00 FCWRD  009575-000-JUL22 SEWER-7/27-9/27/22 32.30	22-136147	MONTHLY BACTERIA SAMPLES-AUG22	288.00	
009575-000-JUL22 SEWER-7/27-9/27/22 32.30		Check Date 10/12/2022 Total For Check # 113896	288.00	
	FCWRD			
	009575-000-JUL22	SEWER-7/27-9/27/22	32.30	· /
	_		32.30	



Invoice	Description		Invoice/Amount
FIRST COMMUNICA	ATIONS, LLC		
124300206	PHONE CHARGES 9/22	-10/21/22	321.32
124300206	PHONE CHARGES 9/22	-10/21/22	110.70
124300206	PHONE CHARGES 9/22	-10/21/22	231.62
124300206	PHONE CHARGES 9/22	-10/21/22	63.00
124300206	PHONE CHARGES 9/22	-10/21/22	486.23
124300206	PHONE CHARGES 9/22	-10/21/22	208.38
124300206	PHONE CHARGES 9/22	-10/21/22	815.14
X.	Check Date 10/12/2022	Total For Check # 113898	2,236.39
FITZGERALD LIGH	TING & MAINTENANCE C		
36525	VEECK ATHLETIC LIGH	T MAINTENANCE	1,226.50
36525	ADDL REPAIR FOR FIEI	LD LIGHTS VEECK PARK	2,971.40
	Check Date 10/12/2022	Total For Check # 113899	4,197.90
FULLERS SERVICE	CENTER IN		
MP20127-IL(#234)	TIRE REPAIR - SQUAD	43	35.00
MP19033-IL(#514)	TIRE REPAIR - SQUAD	42	35.00
AUGUST 2022	AUGUST CAR WASH		80.00
SEPT 2022	SEPT. CAR WASH		112.00
MP1134-IL(#339)	BREAKS - SQUAD 32		1,549.00
	Check Date 10/12/2022	Total For Check # 113900	1,811.00
GALLS			
021975815	UNIFORM ALLOW		251.50
	Check Date 10/12/2022	Total For Check # 113901	251.50
GRANT & POWER I	LANDSCAPING		
28597	CONT BD-803 W FOUR	ГН #28597	1,000.00
	Check Date 10/12/2022	Total For Check # 113902	1,000.00
GREAT LAKES CO	NCRETE, LLC		
247476	CATCH BASIN REPAIR		281.65
	Check Date 10/12/2022	Total For Check # 113903	281.65
GREEN GRASS, IN	C		
27251	CONT BD-134 S PARK #	27251	600.00
	Check Date 10/12/2022	Total For Check # 113904	600.00
HILDEBRAND SPO	RTING GOODS		
43209	2 NAME PLATES		24.00
	Check Date 10/12/2022	Total For Check # 113905	24.00
HR GREEN INC			
153339	ALLEY PLAT OF VACAT	IONS	1,500.00
			-, <del>-</del>



Invoice	Description	Invoice/Amount
155824	22 MAINT (RESURFACING) CONST OBSERV	865.45
155823	PAVEMENT MGMT STUDY-MASTER INFRAS BOT 11/16/21	18,086.75
153392	2021 CHGO RESURFACING BOT 8/10/21	1,310.00
155502	2021 CHGO RESURFACING BOT 8/10/21	775.00
	Check Date 10/12/2022 Total For Check # 113906	22,537.20
IL OFC OF STATE	FIRE MARSHALL	
9667400	BOILER INSPECTION	100.00
9667400	BOILER INSPECTION	100.00
	Check Date 10/12/2022 Total For Check # 113907	200.00
ILCMA		
3918	JOB POSTING-VILLAGE CLERK	50.00
3937	JOB POSTING-ADMIN SEC FIRE	50.00
	Check Date 10/12/2022 Total For Check # 113908	100.00
INTERNATIONAL E	EXTERMINATO	•
09-4791	PEST CONTROL SVC-SEP22	47.00
09-4791	PEST CONTROL SVC-SEP22	47.00
09-4791	PEST CONTROL SVC-SEP22	132.00
09-4791	PEST CONTROL SVC-SEP22	47.00
09-4791	PEST CONTROL SVC-SEP22	47.00
	Check Date 10/12/2022 Total For Check # 113909	320.00
J JORDAN HOMES	3	
25818	STMWR BD-641 S ELM #25818	14,200.00
	Check Date 10/12/2022 Total For Check # 113910	14,200.00
JAMES J BENES 8	ASSOC INC	
PAY #8 PROJ 1617.000	THE LANE DRAINAGE STUDY	4,837.01
PAYMENT 9	FY22 3RD PTY REVIEWS	3,400.00
	Check Date 10/12/2022 Total For Check # 113911	8,237.01
JOHNSON, SHAWI	N .	
092922	UNIFORM ALLOW	200.00
	Check Date 10/12/2022 Total For Check # 113912	200.00
K-FIVE CONSTRUC	CTION CORP	,
42516	HOT PATCH-MAINBREAK	641.70
	Check Date 10/12/2022 Total For Check # 113913	641.70
KRAMER FOODS		
03013176	COFFEE SUPPLIES	26.24
	Check Date 10/12/2022 Total For Check # 113914	26.24
		i i



Invoice	Description		Invoice/Amount				
LINDE GAS & EQU	LINDE GAS & EQUIPMENT INC						
31371416	POOL CHEMICALS	•	139.77				
	Check Date 10/12/2022	Total For Check # 113915	139.77				
LISA LOMBARDI (	COACHING		Karamatan Pangaran P Pangaran Pangaran Pa				
50071993	SLIME CLASS 9/20/22		40.60				
	Check Date 10/12/2022	Total For Check # 113916	40.60				
MENARDS		•					
05852	BOARD ROOM TILE		14.97				
	Check Date 10/12/2022	Total For Check # 113917	14.97				
MICROSYSTEMS,	INC.						
100322	ANNUAL MAINT PAPER	VISION SOFTWARE	419.00				
	Check Date 10/12/2022	Total For Check # 113918	419.00				
MIDWEST TIME RI	ECORDER						
185586	PUB SVC TIME CLOCK-	JUN22	94.00				
	Check Date 10/12/2022	Total For Check # 113919	94.00				
NIPSTA							
092922	FIRE APPARATUS ENG	FIRE APPARATUS ENGINEER CLASS					
	Check Date 10/12/2022	Total For Check # 113920	650.00				
NORMANDY CONS	STRUCTION		•				
26358	CONT BD-409 S BRUNE	CONT BD-409 S BRUNER #26358					
26804	CONT BD-423 S BRUNE	CONT BD-423 S BRUNER #26804					
26819	CONT BD-635 S COUNTY LINE #26819		3,500.00				
		Total For Check # 113921	7,300.00				
NORTH EAST MULTI-REGIONAL							
311255	TRAINING - GALLIK & R	OOT	750.00				
		Total For Check # 113922	750.00				
OAKWOOD ELECTRIC & GENERATOR							
27047	CONT BD-220 S QUINC		500.00				
	Check Date 10/12/2022	Total For Check # 113923	500.00				
AKERS, JEFFREY							
26034	STMWR BD-828 S OAK	#26034	3,000.00				
	Check Date 10/12/2022	Total For Check # 113924	3,000.00				
ALLAN, LAUREN ASHLEY							
28457	CONT BD-415 N COUNT	Y LINE #28457	500.00				
	Check Date 10/12/2022	Total For Check # 113925	500.00				



ARMES, MAUREEN FITZGERALD & NICOLAS         25744       CONT BD-722 MCKINLEY #25744       10,000.00         Check Date 10/12/2022       Total For Check # 113926       10,000.00         AW WENDELL & SONS         26452       CONT BD-125 N CLAY #26452       5,750.00         Check Date 10/12/2022       Total For Check # 113927       5,750.00         BARRY ROOFING INC         28633       CONT BD-424-436 58TH PL #28633       500.00         Check Date 10/12/2022       Total For Check # 113928       500.00         BAUMERT, MICHAEL & AGGIE         27218       CONT BD-427 S STOUGH #27218       500.00         Check Date 10/12/2022       Total For Check # 113929       500.00         BOYD, WILLIAM         27337       CONT BD-833 S STOUGH       2,500.00         CACCHILLO, MICHAELLE         28482       CONT BD-626 N WASHINGTON #28482       500.00         CACCHILLO, MICHAELLE         25616       13,355.00         CALLAGHAN, MICHAEL         25616       13,355.00         Check Date 10/12/2022       Total For Check # 113932       500.00	Invoice	Description		Invoice/Amount			
Check Date 10/12/2022   Total For Check # 113926   10,000.00	ARMES, MAUREEN FITZGERALD & NICOLAS						
AW WENDELL & SONS         26452       CONT BD-125 N CLAY #26452       5,750.00         Check Date 10/12/2022       Total For Check # 113927       5,750.00         BARRY ROOFING INC         28633       CONT BD-424-436 58TH PL #28633       500.00         Check Date 10/12/2022       Total For Check # 113928       500.00         BAUMERT, MICHAEL & AGGIE         27218       CONT BD-427 S STOUGH #27218       500.00         Check Date 10/12/2022       Total For Check # 113929       500.00         BOYD, WILLIAM         27337       CONT BD-833 S STOUGH Check # 113930       2,500.00         CACCHILLO, MICHAELLE         28482       CONT BD-626 N WASHINGTON #28482       500.00         Check Date 10/12/2022       Total For Check # 113931       500.00         CALLAGHAN, MICHAEL         25616       13,355.00         Check Date 10/12/2022       Total For Check # 113932       13,355.00         CARUSO, DELORES & MATTHEW         27221       CONT BD-826 S MADISON #27221       500.00         Check Date 10/12/2022       Total For Check # 113933       500.00 <td colsp<="" td=""><td>25744</td><td colspan="2">CONT BD-722 MCKINLEY #25744</td><td>10,000.00</td></td>	<td>25744</td> <td colspan="2">CONT BD-722 MCKINLEY #25744</td> <td>10,000.00</td>	25744	CONT BD-722 MCKINLEY #25744		10,000.00		
26452   CONT BD-125 N CLAY #26452   5,750.00     Check Date 10/12/2022   Total For Check # 113927   5,750.00     BARRY ROOFING INC		Check Date 10/12/2022	Total For Check # 113926	10,000.00			
Check Date 10/12/2022   Total For Check # 113927   5,750.00	AW WENDELL & SO	ONS					
BARRY ROOFING INC         28633       CONT BD-424-436 58TH PL #28633       500.00         Check Date 10/12/2022       Total For Check # 113928       500.00         BAUMERT, MICHAEL & AGGIE         27218       CONT BD-427 S STOUGH #27218       500.00         Check Date 10/12/2022       Total For Check # 113929       500.00         BOYD, WILLIAM         27337       CONT BD-833 S STOUGH Check # 113930       2,500.00         CACCHILLO, MICHAELLE         28482       CONT BD-626 N WASHINGTON #28482       500.00         Check Date 10/12/2022       Total For Check # 113931       500.00         CALLAGHAN, MICHAEL         25616       13,355.00         CARUSO, DELORES       & MATTHEW         27221       500.00         CARUSO, DELORES & MATTHEW         27221       500.00         Check Date 10/12/2022       Total For Check # 113933       500.00         CHAPARRO, ALEXANDRA         25983       KLM SECURITY DEP-EN 20917 #25983       500.00         Check Date 10/12/2022       Total For Check # 113934       500.00	26452	CONT BD-125 N CLAY #26452		5,750.00			
28633   CONT BD-424-436 58TH   Fl. #28633   500.00     Check Date 10/12/2022   Total For Check # 113928   500.00     BAUMERT, MICHAEL & AGGIE     27218		Check Date 10/12/2022	Total For Check # 113927	5,750.00			
Check Date 10/12/2022   Total For Check # 113928   500.00	BARRY ROOFING I	NC					
### Paumert, Michael & Aggie  27218	28633	CONT BD-424-436 58TH PL #28633		500.00			
27218       CONT BD-427 S STOUGH #27218       500.00         Check Date 10/12/2022       Total For Check # 113929       500.00         BOYD, WILLIAM         27337       CONT BD-833 S STOUGH Check # 113930       2,500.00         Check Date 10/12/2022       Total For Check # 113930       2,500.00         CACCHILLO, MICHAELLE         28482       CONT BD-626 N WASHINGTON #28482       500.00         Check Date 10/12/2022       Total For Check # 113931       500.00         CALLAGHAN, MICHAEL         25616       13,355.00         Check Date 10/12/2022       Total For Check # 113932       13,355.00         CARUSO, DELORES & MATTHEW         27221       CONT BD-826 S MADISON #27221       500.00         Check Date 10/12/2022       Total For Check # 113933       500.00         CHAPARRO, ALEXANDRA         25983       KLM SECURITY DEP-EN220917 #25983       500.00         Check Date 10/12/2022       Total For Check # 113934       500.00		Check Date 10/12/2022	Total For Check # 113928	500.00			
Check Date 10/12/2022   Total For Check # 113929   500.00	BAUMERT, MICHAE	EL & AGGIE					
## BOYD, WILLIAM  27337   CONT BD-833 S STOUGH   2,500.00     Check Date 10/12/2022   Total For Check # 113930   2,500.00     CACCHILLO, MICHAELLE    28482   CONT BD-626 N WASHINGTON #28482   500.00     Check Date 10/12/2022   Total For Check # 113931   500.00     CALLAGHAN, MICHAEL    25616   STMWR BD-244 E FIRST #25616   13,355.00     Check Date 10/12/2022   Total For Check # 113932   13,355.00     CARUSO, DELORES & MATTHEW    27221   CONT BD-826 S MADISON #27221   500.00     Check Date 10/12/2022   Total For Check # 113933   500.00     CHAPARRO, ALEXANDRA    25983   KLM SECURITY DEP-EN220917 #25983   500.00     Check Date 10/12/2022   Total For Check # 113934   500.00	27218	CONT BD-427 S STOUG	H #27218	500.00			
27337 CONT BD-833 S STOUGH 2,500.00 Check Date 10/12/2022 Total For Check # 113930 2,500.00 CACCHILLO, MICHAELLE  28482 CONT BD-626 N WASHINGTON #28482 500.00 Check Date 10/12/2022 Total For Check # 113931 500.00  CALLAGHAN, MICHAEL  25616 STMWR BD-244 E FIRST #25616 13,355.00 Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADISON #27221 500.00 Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN≥20917 #25983 500.00 Check Date 10/12/2022 Total For Check # 113934 500.00		Check Date 10/12/2022	Total For Check # 113929	500.00			
Check Date 10/12/2022 Total For Check # 113930 2,500.00  CACCHILLO, MICHAELLE  28482 CONT BD-626 N WASHINGTON #28482 500.00 Check Date 10/12/2022 Total For Check # 113931 500.00  CALLAGHAN, MICHAEL  25616 STMWR BD-244 E FIRST #25616 13,355.00 Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADISON #27221 500.00 Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00 Check Date 10/12/2022 Total For Check # 113934 500.00	BOYD, WILLIAM						
CACCHILLO, MICHAELLE  28482 CONT BD-626 N WASHINGTON #28482 500.00 Check Date 10/12/2022 Total For Check # 113931 500.00  CALLAGHAN, MICHAEL  25616 STMWR BD-244 E FIRST #25616 13,355.00 Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADISON #27221 500.00 Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00 Check Date 10/12/2022 Total For Check # 113934 500.00	27337	CONT BD-833 S STOUG	H	2,500.00			
28482 CONT BD-626 N WASHINGTON #28482 500.00 Check Date 10/12/2022 Total For Check # 113931 500.00  CALLAGHAN, MICHAEL  25616 STMWR BD-244 E FIRST #25616 13,355.00 Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADIS N #27221 500.00 Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00 Check Date 10/12/2022 Total For Check # 113934 500.00		Check Date 10/12/2022	Total For Check # 113930	2,500.00			
Check Date 10/12/2022 Total For Check # 113931 500.00  CALLAGHAN, MICHAEL  25616 STMWR BD-244 E FIRST #25616 13,355.00 Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADISON #27221 500.00 Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00 Check Date 10/12/2022 Total For Check # 113934 500.00	CACCHILLO, MICHA	AELLE		, ·			
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25616 STMWR BD-244 E FIRST #25616 13,355.00  Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADISON #27221 500.00  Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00  Check Date 10/12/2022 Total For Check # 113934 500.00		Check Date 10/12/2022	Total For Check # 113931	500.00			
Check Date 10/12/2022 Total For Check # 113932 13,355.00  CARUSO, DELORES & MATTHEW  27221 CONT BD-826 S MADISON #27221 500.00  Check Date 10/12/2022 Total For Check # 113933 500.00  CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00  Check Date 10/12/2022 Total For Check # 113934 500.00	CALLAGHAN, MICH	IAEL					
CARUSO, DELORES & MATTHEW  27221	25616	STMWR BD-244 E FIRST #25616		13,355.00			
27221       CONT BD-826 S MADISON #27221       500.00         Check Date 10/12/2022       Total For Check # 113933       500.00         CHAPARRO, ALEXANDRA         25983       KLM SECURITY DEP-EN:20917 #25983       500.00         Check Date 10/12/2022       Total For Check # 113934       500.00		Check Date 10/12/2022	Total For Check # 113932	13,355.00			
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CHAPARRO, ALEXANDRA  25983 KLM SECURITY DEP-EN220917 #25983 500.00  Check Date 10/12/2022 Total For Check # 113934 500.00	27221	CONT BD-826 S MADISON #27221		500.00			
25983 KLM SECURITY DEP-EN220917 #25983 500.00 Check Date 10/12/2022 Total For Check # 113934 500.00		Check Date 10/12/2022	Total For Check # 113933	500.00			
Check Date 10/12/2022 Total For Check # 113934 500.00	CHAPARRO, ALEXANDRA						
	25983	KLM SECURITY DEP-EN	1220917 #25983	500.00			
DCS EXTERIORS INC		Check Date 10/12/2022	Total For Check # 113934	500.00			
	DCS EXTERIORS IN	IC .	•				
27106 CONT BD-101 CHESTNUT #27106 500.00	27106	CONT BD-101 CHESTNU	JT #27106	500.00			
Check Date 10/12/2022 Total For Check # 113935 500.00		Check Date 10/12/2022	Total For Check # 113935	500.00			
DIAMATOPOULOS, TOM							
22-0441 LOCALIZED DRAINAGE SOLUTION FUNDS 4,800.00	22-0441	LOCALIZED DRAINAGE	SOLUTION FUNDS	4,800.00			
Check Date 10/12/2022 Total For Check # 113936 4,800.00		Check Date 10/12/2022	Total For Check # 113936	4,800.00			



Invoice	Description	•	Invoice/Amount		
ELLIOTT CARPENT	RY & CONTRACTING				
27342	CONT BD-419 S WASHINGTON #27342		7,600.00		
	Check Date 10/12/2022	Total For Check # 113937	7,600.00		
ELLIOTT CARPENT	RY & CONTRACTING LLC	•			
26347	ST MGMT-419 S WASHINGTON #26347		3,000.00		
	Check Date 10/12/2022	Total For Check # 113938	3,000.00		
FAIL SAFE COMPA	NY				
27260	CONT BD-423 N MADISION #27260		500.00		
	Check Date 10/12/2022	Total For Check # 113939	500.00		
FOXGATE HOMEOV	VNERS ASSOC				
27343	CONT BD-5701-5717 FOXGATE LN #27343		500.00		
	Check Date 10/12/2022	Total For Check # 113940	500.00		
GEIER, STEPHANIE					
28641	CONT BD-600 WOODLAN	ND #28641	1,000.00		
	Check Date 10/12/2022	Total For Check # 113941	1,000.00		
GLEITSMAN, MATT	HEW				
27231	CONT BD-718 S WASHIN	IGTON #27231	500.00		
	Check Date 10/12/2022	Total For Check # 113942	500.00		
GLOW/CNH INDUST	<b>TRIAL</b>				
26586	KLM SECURITY DEP-EN220922 #26586		250.00		
26586	KLM SECURITY DEP-EN220922 #26586		-200.00		
	Check Date 10/12/2022	Total For Check # 113943	50.00		
GUARDIOLA, MILVET					
26199	STMWR BD-302 N ADAM	S #26199	1,700.00		
	Check Date 10/12/2022	Total For Check # 113944	1,700.00		
HARDSCAPE INC					
27271	CONT BD-350 HAMPTON	I PL #27271	500.00		
	Check Date 10/12/2022	Total For Check # 113945	500.00		
ISLAND CONSTRUCTION INC					
26316	ST MGMT-619 N LINCOL	N #26316	3,000.00		
	Check Date 10/12/2022	Total For Check # 113946	3,000.00		
ISLAND CONSTRUCTION INC					
26317	CONT BD-619 N LINCOL	N #26317	10,000.00		
	Check Date 10/12/2022	Total For Check # 113947	10,000.00		



Invoice	Description		Invoice/Amount
JONES ANNA M			
25846	CONT BD-730 S GARFIE	LD #25846	10,000.00
	Check Date 10/12/2022	Total For Check # 113948	10,000.00
KAY, SAMANTHA			
26525	KLM SECURITY DEP-EN	220916 #26525	500.00
	Check Date 10/12/2022	Total For Check # 113949	500.00
KETCHMARK CUT 8	& CARE INC		,
28608	CONT BD-7 N MONROE	#28608	500.00
	Check Date 10/12/2022	Total For Check # 113950	500.00
KOS, SEBASTIAN L	AW OFFICE		
28592	CONT BD-119 S VINE #2	8592	500.00
	Check Date 10/12/2022	Total For Check # 113951	500.00
LAMANTIA ENTERP	PRISES		
27324	CONT BD-307 FOREST #	<del>‡</del> 27324	500.00
	Check Date 10/12/2022	Total For Check # 113952	500.00
MARTIN, MICHAEL			
28606	CONT BD-913 OAKWOO	D TER #28606	1,000.00
	Check Date 10/12/2022	Total For Check # 113953	1,000.00
MULKINS, ROSEMA	<b>NRY</b>	•	
26535	KLM SECURITY DEP-EN	1220911 #26535	250.00
26535	KLM SECURITY DEP-EN	1220911 #26535	-50.00
	Check Date 10/12/2022	Total For Check # 113954	200.00
O'CONNELL, HARR	Y		
24878	KLM SECURITY DEP-EN	1220925 #24878	500.00
24878	KLM SECURITY DEP-EN	1220925 #24878	-175.00
	Check Date 10/12/2022	Total For Check # 113955	325.00
O'MERA, SHANNEN			
25960	KLM SECURITY DEP-EN	1220924 #25960	500.00
	Check Date 10/12/2022	Total For Check # 113956	500.00
PATEL, NAISHILKU	MAR & URVI A GANDHI		
27306	CONT BD-498 OLD SUR	REY #27306	500.00
	Check Date 10/12/2022	Total For Check # 113957	500.00
POOL BUSTERS LL	.c		
27056	CONT BD-420 MINNEOL	A #27056	500.00
1	Check Date 10/12/2022	Total For Check # 113958	500.00



Invoice	Description		Invoice/Amount
R CARLSON & SON	IS INC		
27122	CONT BD-4 N WASHING	TON #27122	500.00
	Check Date 10/12/2022	Total For Check # 113959	500.00
RAHN, JILL			
27068	CONT BD-1140 OLD MIL	L RD-#406F #27068	7,000.00
	Check Date 10/12/2022	Total For Check # 113960	7,000.00
REDWOOD CONST	RUCTION GROUP		
27222	CONT BD-12 S COUNTY #27222	LINE (TEMP CO BOND)	54,300.00
	Check Date 10/12/2022	Total For Check # 113961	54,300.00
REENAN, NEAL J			
26759	CONT BD-329 E SIXTH #	<del>‡</del> 26759	2,500.00
	Check Date 10/12/2022	Total For Check # 113962	2,500.00
RENTAL MENTAL L	.LC		
27276	CONT BD-23 N LINCOLN	l #27276	500.00
	Check Date 10/12/2022	Total For Check # 113963	500.00
RODI, JOHN			
28593	CONT BD-318 S OAK #2	8593	500.00
	Check Date 10/12/2022	Total For Check # 113964	500.00
RUNYON WALKER	TERRI		
27014	CONT BD-645 S BODIN	#27014	7,500.00
	Check Date 10/12/2022	Total For Check # 113965	7,500.00
SASA, SERAFINA			
26596	KLM SECURITY DEP-EN		500.00
	Check Date 10/12/2022	Total For Check # 113966	500.00
SHARKEY, ERIN			
254214	OVERPAID REGISTRAT	ION FEES	20.00
	Check Date 10/12/2022	Total For Check # 113967	20.00
SRAGA, KATHY			
26772	CONT BD-617 N ELM #2		500.00
	Check Date 10/12/2022	Total For Check # 113968	500.00
STENSTROM-PO 5	946		
28560	CONT BD-8 W CHICAGO		500.00
	Check Date 10/12/2022	Total For Check # 113969	500.00



Invoice	Description		Invoice/Amount
UNION CHURCH OI	F HINSDALE		
27227	CONT BD-137 S GARFIE	ELD #27227	500.00
	Check Date 10/12/2022	Total For Check # 113970	500.00
VOGEL, JOHN DAN	liEL .		
26531	KLM SECURITY DEP-EN	I220918 #26531	500.00
	Check Date 10/12/2022	Total For Check # 113971	500.00
ORBIS SOLUTIONS			
5573692	IT SVC CONTRACT & CI	_OUD BACKUP	14,156.32
5573692	IT SVC CONTRACT & CI	LOUD BACKUP	1,800.00
	Check Date 10/12/2022	Total For Check # 113972	15,956.32
PENTEGRA SYSTE	MS		
65137	LICENSE RENEWAL 10/	31/22-10/31/23	3,337.23
65161	REMOTE DIAGNOSE - 8	/15/22	77.50
·	Check Date 10/12/2022	Total For Check # 113973	3,414.73
PERMA SEAL			
28566	CONT BD-20 E FIFTH #2	8566	500.00
27208	CONT BD-559 PHILLIPP	750.00	
27128	CONT BD-131 N GARFIE	500.00	
24770	CONT BD-36 E HICKORY	Y #24770	1,400.00
	Check Date 10/12/2022	Total For Check # 113974	3,150.00
POWER DMS INC			
INV-26026	TRAINING/MANAGEMNT	PLATFORM	3,581.82
	Check Date 10/12/2022	Total For Check # 113975	3,581.82
PREMIER LANDSCA	APE CONTRAC		
27130	CONT BD-321 N ELM #2	7130	1,000.00
	Check Date 10/12/2022	Total For Check # 113976	1,000.00
RAY O'HERRON CO	) INC		
2221624	UNIFORM ALLOW		625.86
	Check Date 10/12/2022	Total For Check # 113977	625.86
REMPE-SHARPE &	ASSOCIATES INC		,
28582	S GARFIELD RECONSTI	R/CONSTR OBS BOT, 7/31/21	20,012.86
•	Check Date 10/12/2022	Total For Check # 113978	20,012.86
ROCK 'N' KIDS, INC			,
HINSUII22	SUMMER II MUSIC CLAS	SSES	374.00
	Check Date 10/12/2022	Total For Check # 113979	374.00



Invoice	Description		Invoice/Amount
SECURITAS			
2735876	KEY FOBS-PARKS		725.29
	Check Date 10/12/2022	Total For Check # 113980	725.29
SOCCER MADE IN	AMERICA		
CA22-006	JULY SOCCER CAMP		1,494.00
	Check Date 10/12/2022	Total For Check # 113981	1,494.00
SPORTSKIDS INC			
083122	SUMMER SPORTS PRO	GRAMS-BOT 9/20/22	13,559.00
	Check Date 10/12/2022	Total For Check # 113982	13,559.00
STERLING CODIFIE	RS INC		
18315	JUNE22-S-5 EDITING SU	JP PAGES	2,124.75
•	Check Date 10/12/2022	Total For Check # 113983	2,124.75
STEVE PIPER & SO	NS		
20227	TREE MAINTENANCE S'	VCS YR 2 BID #1675 BOT 2-1-	4,117.50
•	Check Date 10/12/2022	Total For Check # 113984	4,117.50
T-MOBILE USA INC	•		
9508464551	GPS LOCATER 5/11-6/18	3	25.00
	Check Date 10/12/2022	Total For Check # 113985	25.00
THE BLUE LINE			•
43872	ADVERTISEMENT FOR I	NEW FF//PM TEST	298.00
	Check Date 10/12/2022	Total For Check # 113986	298.00
THE KNOT WORLD	WIDE INC		
INVUSD591913861	KLM MARKETING	•	1,200.00
	Check Date 10/12/2022	Total For Check # 113987	1,200.00
THOMSON REUTER	RS WEST		
847103916	ONLINE/SOFTWARE SU	BS. 09/01/22-09/31/22	240.01
	Check Date 10/12/2022	Total For Check # 113988	240.01
TRESSLER, LLP			
452997	PROF FEES THRU 9/30/	22	4,093.00
	Check Date 10/12/2022	Total For Check # 113989	4,093.00
US POSTAL SERVI	CE		
PERMIT #19 2022	PERMIT #19-BUSINESS	REPLY	275.00
	Check Date 10/12/2022	Total For Check # 113990	275.00



Invoice	Description	Invoice/Amount
UNITED STATES P	OSTAL SVC	
77997582-OCT22	MAIL MACHINE POSTAGE-OCT22	3,000.00
	Check Date 10/12/2022 Total For Check # 11399	1 3,000.00
VANNORSDEL, DA	VID	
SEP-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	6,603.00
SEP-22	ERP PROJECT MANAGEMENT-VOB 12/14/21	2,697.00
	Check Date 10/12/2022	9,300.00
VECTOR SOLUTIO	NS	
INV58165	ANNUAL SUBSCRIPTION FEE	2,383.42
	Check Date 10/12/2022	3 2,383.42
VERIZON WIRELES	SS	
9916513030	IPADS/MODEMS/PD CAMERA 8/24-9/23/22	110.66
9916513030	IPADS/MODEMS/PD CAMERA 8/24-9/23/22	36.87
9916513030	IPADS/MODEMS/PD CAMERA 8/24-9/23/22	110.66
9916513030	IPADS/MODEMS/PD CAMERA 8/24-9/23/22	332.03
	Check Date 10/12/2022 Total For Check # 11399	4 590.22
WAREHOUSE DIRE	ECT INC	•
5333650-0	LODGE SUPPLIES	57.91
5333650-0	LODGE SUPPLIES	59.72
5324720-0	OFFICE SUPPLIES	41.17
5331994-0	JANITORIAL SUPPLIES	82.08
	Check Date 10/12/2022 Total For Check # 11399	5 240.88
WARREN OIL COM	IPANY	
W1506048	DIESEL FUEL 8/11-9/22/22	3,416.07
W1506048	DIESEL FUEL 8/11-9/22/22	455.58
W1506048	DIESEL FUEL 8/11-9/22/22	1,449.95
W1506048	DIESEL FUEL 8/11-9/22/22	535.90
W1506048	DIESEL FUEL 8/11-9/22/22	59.20
	Check Date 10/12/2022 Total For Check # 11399	6 5,916.70
WEX BANK		
84032703	UNLEADED FUEL SEPT22	189.86
84032703	UNLEADED FUEL SEPT22	605.89
84032703	UNLEADED FUEL SEPT22	5,248.91
84032703	UNLEADED FUEL SEPT22	1,040.04
84032703	UNLEADED FUEL SEPT22	277.25
84032703	UNLEADED FUEL SEPT22	165.57



Invoice	Description		Invoice/Amount
84032703	UNLEADED FUEL SEPT2	2	122.57
84032703	UNLEADED FUEL SEPT2	2	1,019.35
84032703	UNLEADED FUEL SEPT2	2	967.97
84032703	UNLEADED FUEL SEPT2	2	-194.61
	Check Date 10/12/2022	Total For Check # 113997	9,442.80
WINSTON & STR	AWN		
2876058	LEGAL SERVICES THRU	7/31/22	52,678.90
2883290	LEGAL SERVICES THRU	8/31/22	116,967.49
	Check Date 10/12/2022	Total For Check # 113998	169,646.39
YIAYIAS PANCAI	KE HOUSE		
271787	OT MEAL 1-17-22		52.91
294003	OT MEAL 8/26/22	A second	61.27
	Check Date 10/12/2022	Total For Check # 113999	114.18
	Total For ALL Checks		1,037,483.55



# Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	298,883.42
CAPITAL PROJECTS FUND	400	45,887.07
WATER & SEWER OPERATIONS FUND	600	484,841.59
WATER & SEWER CAPITAL FUND	620	4,800.00
ESCROW FUND	720	198,955.00
PAYROLL REVOLVING FUND	740	4,116.47
	TOTALS:	1,037,483.55

**END OF REPORT** 



#### REQUEST FOR BOARD ACTION

Public Services & Engineering

**AGENDA SECTION:** 

Consent Agenda - EPS

SUBJECT:

2022 50/50 Sidewalk Program

**MEETING DATE:** 

October 18, 2022

FROM:

Matthew Lew, PE, Village Engineer

## **Recommended Motion**

Award the 2022 50/50 Sidewalk Program to Suburban Concrete in the amount not to exceed \$132,500.00.

## **Background**

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

## **Discussion & Recommendation**

On October 6, 2022, two bids were received for the 2022 50/50 Sidewalk project. The lowest responsible bidder is Suburban Concrete, and Suburban Concrete also performed the 2021 50/50 Sidewalk project. The received bids are:

Suburban Concrete

\$ 149,675.00

Globe Construction

\$ 159,000.00

Staff recommends awarding this contract to Suburban Concrete and adjusting the quantities to be within the budgeted amount. The Village will prioritize resident participation locations.

## **Budget Impact**

The Village has budgeted \$105,000 for the 2022 50/50 Sidewalk Program, and the 2022 Village contribution is \$99,835. 2022 resident contributions are \$32,665 for a total proposed contract award of \$132,500. The proposed contract award including resident contributions is within available allocated budget.

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

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition of a routine item. It is included in the approved 2022 budget, is under budget, and is less than \$100,000.

### **Documents Attached**

1. 2022 50/50 Sidewalk Project contract

# CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

SUBURBAN CONCRETE, INC.

**FOR** 

2022 50/50 SIDEWALK PROGRAM

#### CONTRACT BETWEEN

#### VILLAGE OF HINSDALE

#### **AND**

#### SUBURBAN CONCRETE, INC.

#### **FOR**

## 2022 50/50 SIDEWALK PROGRAM

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and Suburban Concrete, Inc., 21227 W. Commercial Dr., Mundelein, IL 60060 ("Contractor"), make this Contract as of the 18th day of October, 2022, and hereby agree as follows:

# ARTICLE I THE WORK

Per the bid documents and specifications, sidewalk and related concrete items are to be performed at locations provided by the Owner.

## 1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

- 1. <u>Labor, Equipment, Materials, and Supplies</u>. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.
- 2. <u>Permits</u>. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- 3. <u>Bonds and Insurance</u>. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
  - 4. <u>Taxes</u>. Pay all applicable federal, state, and local taxes.

- 5. <u>Miscellaneous</u>. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
- 6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## 1.2 <u>Commencement and Completion Dates</u>

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 30 Calendar Days. The Work shall be completed no later than November 18, 2022.

## 1.3 Required Submittals

- A. <u>Submittals Required</u>. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.
- B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.
- C. <u>Time of Submission and Owner's Review</u>. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any

submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. <u>Responsibility for Delay</u>. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

## 1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2022.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

## 1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

#### 1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

### 1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.8** Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

### 1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

## 1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

# 1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

## 1.12 **Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. <u>Removal of Subcontractors and Suppliers</u>. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

### 1.13 <u>Simultaneous Work By Others</u>

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

## 1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

## 1.15 Owner's Right to Terminate or Suspend Work for Convenience

- A. <u>Termination or Suspension for Convenience</u>. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.
- B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

# ARTICLE II CHANGES AND DELAYS

## 2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

### 2.2 Delays

- A. <u>Extensions for Unavoidable Delays</u>. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.
- B. <u>No Compensation for Delays</u>. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

# ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

## 3.1 <u>Inspection; Testing; Correction of Defects</u>

- A. <u>Inspection</u>. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.
- B. <u>Re-Inspection</u>. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.
- C. <u>Correction</u>. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

## 3.2 Warranty of Work

- A. <u>Scope of Warranty</u>. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.
- B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.
- C. <u>Subcontractor and Supplier Warranties</u>. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

## 3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

## ARTICLE IV FINANCIAL ASSURANCES

## 4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

## 4.2 <u>Insurance</u>

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

### 4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

## ARTICLE V <u>PAYMENT</u>

## 5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, not to exceed \$132,500 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the Contractor's bid proposal.

### 5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

### 5.3 Progress Payments

- A. <u>Payment in Installments</u>. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:
- 1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.
- 2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.
- B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. <u>Work Entire</u>. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

## 5.4 Final Acceptance and Final Payment

- A. <u>Notice of Completion</u>. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").
- B. <u>Punch List and Final Acceptance</u>. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").
- C. <u>Final Payment</u>. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.
- D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the

guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

## 5.5 Liens

- A. <u>Title</u>. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.
- B. <u>Waivers of Lien</u>. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.
- C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.
- D. <u>Protection of Owner Only.</u> This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## 5.6 <u>Deductions</u>

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

- (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.
- B. <u>Use of Withheld Funds</u>. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

#### **ARTICLE VI**

## **DISPUTES AND REMEDIES**

## 6.1 <u>Dispute Resolution Procedure</u>

- A. <u>Notice of Disputes and Objections</u>. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.
- B. <u>Negotiation of Disputes and Objections</u>. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## 6.2 <u>Contractor's Remedies</u>

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## 6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- 1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
- 2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
- 3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
- 4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

- 5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
- 6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
- 7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- 8. Owner may recover any damages suffered by Owner.

## 6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

## 6.5 <u>Terminations and Suspensions Deemed for Convenience</u>

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

## 7.1 <u>Binding Effect</u>

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

## 7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

## 7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

### 7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

## 7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

## 7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

## 7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

#### 7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521 Attention: Village Clerk

with a copy to:

Klein, Thorpe, & Jenkins, Ltd. Attn: Michael Marrs 20 N. Wacker Drive, Suite 1660 Chicago, IL 60606 Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Suburban Concrete, Inc. 21227 W. Commercial Drive Mundelein, IL 60060

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

## 7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

## 7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

## 7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

## 7.12 <u>Compliance with Patents</u>

- A. <u>Assumption of Costs, Royalties, and Fees</u>. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.
- Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary. then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

## 7.13 <u>Time</u>

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

### 7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

## 7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

## 7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)	
Attest/Witness:	VILLAGE OF HINSDALE
Ву:	By:
Title:	Kathleen Gargano Village Manager
Attest/Witness	SUBURBAN CONCRETE, INC.
By:	Ву:
Title:	Title:
STATE OF ILLINOIS ) S	S
COUNTY OF )	

# **CONTRACTOR'S CERTIFICATION**

	, being first duly sworn on oath, de	poses
nd states that all statements herein made are made on behalf of Contractor, that this depone		
authorized to make them, and that the	statements contained herein are true and correct.	
with a unit of state or local government Section 33E-4 of Article 33E of the Coviolation of the USA Patriot Act of 2 Act") or other statutes, orders, rules, various executive departments, agence	d certifies that Contractor is not barred from contractor as a result of (i) a violation of either Section 33E criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or 2001, 107 Public Law 56 (October 26, 2001) (the "Pand regulations of the United States government aries and offices related to the subject matter of the Poutive Order 13224 effective September 24, 2001.	E-3 of (ii) a Patrio nd its
DATED this day of	, 2022.	
Attest/Witness:	SUBURBAN CONCRETE, INC	J.
By:	By:	
Title:	Title:	
Subscribed and Sworn to	My Commission Expires:	
before me this day		
of, 2022.		
	[SEAL]	



Local Public Agency Formal Contract Proposal

VILLAGE OF HINSDALE	L) 1/15 U.K.B	SAL SUBMITTED BY  SAV CONCRETE I  Intractor's Name  P.O. Box  State Zip Code
COUNTY OF _Cook/Du	Page	
Village of Hinsdale		
	(Name of City, Village, Town or Road District)	<del></del>
	FOR THE IMPROVEMENT OF	
SECTION	NO. 22-00000-01-GM	
TYPES OF FUI	IDS Village of Hinsdale	<del></del>
O SPECIFICATIONS (requi	red) O PLANS (required)	
	For Municipal Projects Submitted/Approved/Passed	
О ма	or O President of Board of Trustees O Municipal Official	
	Date	

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

		County	Cook	DuPage			
NOTICE TO BIDDERS		Local Public Agency			Village of Hinsdale		
	Se	ction Number	22-00	000-01-G	M		
		Route	Vario	us			
Sealed proposals for the improvement described below will be recei	ived at the of	fice of Villa	ge of H	insdale,			
19 E. Chicago Ave., Hinsdale, Illinois 60521	until	10:30 AM	on		ober 6, 2	2022	
Address	***************************************	Time			Date		
Sealed proposals will be opened and read publicly at the office of	Village of Hi	insdale					
19 E. Chicago Ave., Hinsdale, Illinois 60521	at	10:30 AM	on _	Oct	ober 6, 2	2022	
Address		Time			Date		
DESCRIPTION O	F WORK	,					
Name _50/50 Sidewalk Project	Len	gth: 2000.	.00 fe	et (	0.37	miles)	
ocation Various				`		,	
Proposed Improvement Remove and replace PCC sidewalk, detectable	e warning plat	es, alley way ap	orons, co	omb.			
curb/gutter, and adjustment of base/pitch of sidewalk.							
Plans and proposal forms will be available in the office ofVilla	age Clerk, Chr	ris Bruton, (630	789-70	011			
19 E. Chicago Ave., Hinsdale, Illinoi	is 60521 (Pror	osal Fee=\$50.0	0)				

2. 🛛 Prequalification

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

Address

- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
- 4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. BLR 12200: Local Public Agency Formal Contract Proposal
  - b. BLR 12200a Schedule of Prices
  - c. BLR 12230: Proposal Bid Bond (if applicable)
  - d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
  - e. BLR 12326: Affidavit of Illinois Business Office
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

## **PROPOSAL**

County Cook/DuPage

Local Public Agency Village of Hinsdale

Section Number 22-00000-01-GM

	Route Various
1.	Proposal of
-	for the improvement of the above section by the construction ofremoval and replacement of damaged sidewalk.  Approximately square feet at various locations throughout the Village of Hinsdale.
-	
-	a total distance of 2000.00 feet, of which a distance of 2000.00 feet, ( 0.37 miles) are to be improved.
2.	The plans for the proposed work are those prepared by Village of Hinsale, Engineering Dept.
	and approved by the Department of Transportation on
3.	The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4.	The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5.	The undersigned agrees to complete the work within 30 working days or by unless additional time is granted in accordance with the specifications.
6.	A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
_	Treasurer of
	The amount of the check is(
7.	In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number
В.	The successful bidder at the time of execution of the contract be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9.	Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10.	A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11.	The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12.	The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid

specified in the Schedule for Multiple Bids below.



## SCHEDULE OF PRICES

County Cook/DuPage

Local Public Agency Village of Hinsdale

Section 22-00000-01-GM

Route Various

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Furnish and Place Topsoil 4"	SY	150	5,00	750,00
2	Seeding, Class 1, Special	SY	150	5.00	250.00
3	PCC Driveway Pavement Special	SY	50	70.00	3500.00
4	PC Conc. Sidewalk 5"	SF	14,500	7,00	101 500 00
5	PC Conc. Sidewalk 6"	SF	500	7,00	3500.00
6	PCC Driveway Pavement Remova	SY	50	20.00	1000.00
	Comb. Curb and Gutter Removal		500	10.00	5000,00
8	Sidewalk Removal	SF	14,500	2.15	31 175,00
9	Combination Curb and Gutter	LF	50	40.00	2.110 (1)
10	Traffic Control/Protection	LS	1	500, W	500. W
				······································	
				-	

### **CONTRACTOR CERTIFICATIONS**

County Cook/DuPage

Local Public Agency Village of Hinsdale

Section Number 22-00000-01-GM

Route Various

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

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

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

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

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

	County Cook/DuPage
SIGNATURES	Local Public Agency Village of Hinsdale
SIGNATURES	Section Number 22-00000-01-GM
	Route Various
(If an individual)	
(II all filateration)	
Signature of Bidder	·
, and the second se	
Business Address	
(If a partnership)	
Firm Name	
Signed By	
oigned by	######################################
Business Address	
J.	
Inset Names and Addressed of All Partners	
(If a corporation)	
Corporate Name	SUBURBAN CONCLOSE TONC
Signed By	President
D	. 1
Business Address	
	MUNDOLE W TC 60060
President	+ TOHU LOVERICA
·	/
Insert Names of Officers 🗸 Secretary	STAHN LOSVERICE
	Consumption of the Consumption o
Treasure	JOHN LOVERICE JOHN LOVERICE JOHN LOVERICE
<u></u>	
Attest. Cu Cu	
Secretary	



#### Local Agency Proposal Bid Bond

			Route	Various
,			County	Cook/DuPage
	RETURN WITH	BID	Local Agency	Village of Hinsdale
•			Section	22-00000-01-GM
	PAPER E	BID BOND		
WE				as PRINCIPAL,
and			,	as SUDETV
are held jointly, severally and firmly bo	und unto the above Local Agency	/haraefter refr	erod to so "t A"\ in the need	as SURETY.
the amount specified in the proposal d executors, administrators, successors,	ocuments in effect on the date of	invitation for bi	ds whichever is the lesser su	m. We bind ourselves, our heirs.
WHEREAS THE CONDITION OF T through its awarding authority for the conditions are the conditional transfer of the conditions are the conditional transfer of the conditions are the conditional transfer of the condition of the con	THE FOREGOING OBLIGATION I construction of the work designated	S SUCH that, d as the above	the said PRINCIPAL is subm section.	nitting a written proposal to the LA actin
THEREFORE if the proposal is acc shall within fifteen (15) days after awar of the required insurance coverage, all Specifications, then this obligation sha	rd enter into a formal contract, furr I as provided in the "Standard Spe	nish surety gua cifications for	ranteeing the faithful perform Road and Bridge Constructio	signated section and the PRINCIPAL nance of the work, and furnish evidence on and applicable Supplemental
IN THE EVENT the LA determines preceding paragraph, then the LA actir with all court costs, all attorney fees, a	ng through its awarding authority s	shall immediate	contract in compliance with a ely be entitled to recover the	any requirements set forth in the full penal sum set out above, together
IN TESTIMONY WHEREOF, the sarespective officers this	aid PRINCIPAL and the said SURI		sed this instrument to be sign	ed by their
		Principal	<del>-</del> -	
(Company N	ame)		· (Com	pany Name)
Ву:		Ву:	, 2 ,	
	e and Title)		(Signat	ure and Title)
(If PRINCIPLE is a joint venture of I	two or more contractors, the come	anv names. a		
•		Surety		asir somusior must be annou.,
		By:		
(Name of Su	ırety)	ωj	(Signature o	of Attorney-in-Fact)
STATE OF ILLINOIS,			<b>( 3</b> . ·	
COUNTY OF				
l	, a Not	ary Public in	and for said county,	
do hereby certify that	//acadan-acad	f la alludat ala ala	ning on behalf of PRINCIPAL & S	N. U.S. P. T. S.
who are each personally known to me SURETY, appeared before me this da voluntary act for the uses and purpose	to be the same persons whose na y in person and acknowledged re-	ames are subs	cribed to the foregoing instru	ment on behalf of PRINCIPAL and
Given under my	/ hand and notarial seal this		day of	
My commission expires				
			(Notary I	Public)
		ONIC BID B		
Electronic bid bond is allow The Principal may submit an elect an electronic bid bond ID code an the Principal and Surety are firmly venture of two or more contractor contractor in the venture.)	tronic bid bond, in lieu of comp id signing below, the Principal / bound unto the LA under the	pleting the ab is ensuring t conditions o	ove section of the Propos he identified electronic bio f the bid bond as shown a	al Bid Bond Form. By providing I bond has been executed and bove. (If PRINCIPAL is a joint
Electronic Bid Bond ID Code		· · · · · · · · · · · · · · · · · · ·	(Company/Bidder Name)	
			( = empany/blader (tallie)	
			(Signature and Title)	Date



#### Local Agency Proposal Bid Bond

of of	Transportation		Route County	2022 50/50 Sidewalk Project
	RETURN W	ITH BID	•	Village of Hinsdale
			Section	
	P/	APER BID BOND		
WE	Suburban Concrete Inc., 21227 W. C	Commercial Dr., U	nit B, Mundelein, IL 60060	as PRINCIPAL,
l Em	ployers Mutual Casualty Company, 1815 S	Mevers Rd Suite 5	500, Oakbrook Terrace, IL 6	0181 as SURETY,
held jointly, severall amount specified in	y and firmly bound unto the above Local Agen the proposal documents in effect on the dat rs, successors, and assigns, jointly pay to the	cy (hereafter referre e of invitation for b	ed to as "LA") in the penal sur ids whichever is the lesser s	n of 5% of the total bid price, or for sum. We bind ourselves, our heirs,
	CONDITION OF THE FOREGOING OBLIGATION OF the construction of the work design			ng a written proposal to the ŁA acting
all within fifteen (15) o the required insuran	the proposal is accepted and a contract award lays after award enter into a formal contract, fo ce coverage, all as provided in the "Standar obligation shall become void; otherwise it sh	urnish surety guara d Specifications fo	nteeing the faithful performan r Road and Bridge Construc	ce of the work, and furnish evidence
ceding paragraph, tl	the LA determines the PRINCIPAL has failed then LA acting through its awarding authority attorney fees, and any other expense of recovery.	shall immediately		
	WHEREOF, the said PRINCIPAL and the sais6th day ofOci	nid SURETY have o	caused this instrument to be	signed by their
	PR	INCIPAL		
uburban Concrete I			······································	
	(Company Name)	_	(Company Name	•
	(Signature & Title)  John Leverick, President	By:	(Signature & Title	)
(IF PRINCIPAL is	s a joint venture of two or more contractors, the	ne company names	s, and authorized signatures	of each contract must be affixed.)
•		SURETY		
mployers Mutual Ca	asualty Company	By:		occin
	(Name of Surety)	_	(Signature of Attorney	
TATE OF ILLINOIS OUNTY OF	, Lake		/ Jaclyn Kopecky,	Attorney in Fact
	Jennifer Andrzejewski	,	a Notary Public in and for sa	id county,
hereby certify that	(Insert names of individuals		d Jaclyn Kopecky	
vho are each person				rument on behalf of PRINCIPAL and
SURETY, appeared I coluntary act for the (	before me this day in person and acknowled uses and purposes therein set forth.	ged respectively, 1	hat they signed and delivere	o salo instrumente as diel nee and
Gi	ven under my hand and notarial seal this	6th day o	Oct bron	Jennifer Andrzejewski
My commission	expires 7/83/2025	— Ja	inch Mentice	Commission Expires 07/23/202 ary Public)
1		RONIC BID BONI		
The Principal may an electronic bid bo he Principal and S	I bond is allowed (box must be check submit an electronic bid bond, in fieu and ID code and by signing below, the Property are firmly bound unto the LA unde more contractors, an electronic bid bon enture.)	of completing the rincipal is ensuring the conditions of the cond	e above section of the Pr g the identified electronic of the bid bond as shown	oposal Bid Form. By providing bid bond has been executed and above. (If PRINCIPAL is a joint
Fig111	Pard ID Code		Company/Bidder Name)	
Electronic Bid I	solid in Code		(Signature and Title)	Date



P.O. Box 712 • Des Moines, Iowa 50306-0712

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

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

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

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

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

#### JACLYN KOPECKY

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

Any and All Bonds

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

#### **AUTHORITY FOR POWER OF ATTORNEY**

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

30th day of March , 2020 .

Seals



\$cott R. Jean, Président & CEO of Company 1; Qhairman, President & CEO of Companies 2, 3, 4, 5 & 6

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

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

My Commission Expires October 10, 2022.

KOTILL AND LINE OF Notary Public in and for the State of

#### CERTIFICATE

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6th day of

2022

Vice President

B019114-NA M6386 957 A 000000



# AGENDA ITEM #7C REQUEST FOR BOARD ACTION

Fire Department

**AGENDA SECTION:** 

Consent Agenda – ZPS

SUBJECT:

Approval of an IGA With The Illinois Department of Health and Family

Services

**MEETING DATE:** 

October 18, 2022

FROM:

John Giannelli, Fire Chief

#### **Recommended Motion**

Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); *and* 

Approve an Ordinance Amending Section 4-1-9 (Ambulance and Life Support Services Fees in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale Relative to Ambulance and Life Support Services Fees.

#### **Background**

#### **GEMT**

In 2019, the Illinois General Assembly passed a bill that allows public Ground Emergency Medical Transport entities to participate in the federally funded program known as GEMT. The program provides supplemental federal funding for ALS and BLS emergency ground ambulance service trips under the Medicaid state plan and provides additional reimbursement for unrecovered costs associated with those transports. Through the program, the federal government will pay the State the difference between the set amount for Medicaid transports and the actual costs incurred by the Village to perform the services.

In order to participate in the GEMT program, the Village is required to enter into an IGA and submit an annual Integrated Disclosure and Medicaid Cost Report (IDMCR) to the IDHFS. The Cost Report determines the ambulance rate paid by Medicaid FFS.

#### **Rate Structure Modification**

In 2021, the Village budgeted \$415,000 in revenue to offset the cost of providing life support emergency services. The current ambulance billing rates are as follows:

	Resident	Nonresident
Basic life support emergency (BLS)	\$750.00	\$900.00
Advanced life support emergency (ALS-1)	\$850.00	\$1,100.00
Advanced life support emergency (ALS-2)	\$1,000.00	\$1,300.00
Mileage (as measured from the location of the ambulance call to the hospital)	\$10.00 per mile or portion thereof	\$25.00 per mile or portion thereof

Vehicle extrication	\$ 0.00	\$450.00
Advanced life support (ALS) refusal	\$650.00	\$750.00

In addition to participating in the GEMT program, the Fire Department is recommending that the rate structure determined in the annual IDMCR would be provided across all users of the Village's ambulance services. The corresponding proposed amendment to the ambulance billing ordinance incorporates a revised fee structure that is reflected by the annual IDMCR as filed with IDHFS.

#### **Discussion & Recommendation**

The Fire Department has completed an analysis of the Fire Department ambulance billing rates in the area for those participating in the GEMT. The average cost as determined by the Integrated Disclosure and Medicaid Cost Report submitted to the Illinois Department of Healthcare and Family Services per call in comparable communities is generally between \$2,000 and \$3,500. While residents will be charged the new rate, the Village will no longer bill the difference between what insurance covers and the state determined fee.

Utilizing the GEMT method for determining ambulance transport fees is recommended by the Fire Department for the following reasons:

- The process used to determine the rate is based on what our actual costs are to provide the service as it includes facility costs, vehicle costs and personnel costs.
- It standardizes our rates, so we are not charging different rates for different payer groups.
- The GEMT rate will be adjusted annually based on annual data submitted to Illinois Department of Healthcare and Family Services, so we will keep pace with the escalating costs of providing ambulance transport services.
- Several of our surrounding municipalities have already adopted this method of establishing ambulance transport fees.
- Continue the practice of balance billing for non-residents, and provide a process for staff to consider appeals or waivers under certain circumstances.

The Village previously had an IGA with Clarendon Hills for ambulance transport services. We have spoken to Clarendon Hills and they have recently passed a resolution to execute a similar IGA with the Illinois Department of Healthcare and Family Services. Due to the operational responses where Clarendon Hills and Hinsdale respond to each other's calls for service, staff will work with Clarendon Hills to develop an IGA that recognizes residents in both communities as residents for purposes of ambulance billing.

The Village Attorney has reviewed the proposed ordinance amendments and IGA and recommends approval.

#### Budget Impact

The Village received approximately 55% of its payments from Medicare covered transports in 2021 including 26% from private health and auto insurance, 10% from Medicaid, and 10% directly from the patient (uninsured). Our ambulance billing company indicates that a total of

942 ambulance transport services were provided by the Fire Department in 2021 – 352 resident transports and 590 non-resident transports.

In 2021, the Fire Department transported approximately 90 Medicaid patients. Currently, the State reimburses municipalities a set amount for Medicaid transports. Through this program, the federal government will pay the difference between the set amount and the actual costs incurred for the Medicaid transports, based on the annual cost report. Patients are not charged any additional fees if this program is approved. In addition, the Village is not charged any additional fees from our EMS vendor to provide the required documentation.

If approved, the Village will receive reimbursement payments for the transport of these patients. Based on analysis conducted by our EMS billing vendor, the initial total revenue estimates for Medicaid patients are anticipated to be \$161,000 - \$205,400, of which 50% will be remitted to the State of Illinois. The estimated net additional revenue through the GEMT program is anticipated to be approximately \$80,400 - \$102,700.

The amount of increased revenue for transports of those covered by private insurance will vary from year-to-year based on call volume. However, charging those patients the GEMT rate would allow the Village to recapture a greater portion of ambulance related expenses by adjusting the billing rate to more accurately reflect the cost for service.

The new rates are proposed to go into effect on January 1, 2023 or as determined by the state.

#### Village Board and/or Committee Action

After review at their meeting of October 4, 2022, the Board agreed to move this item to the Consent Agenda of their next meeting.

#### **Documents Attached**

- 1. IGA With the Illinois Department of Healthcare and Family Services
- Ordinance Amending Title 4, Chapter 1, Section 4-1-9 of the Hinsdale Village Code regarding ambulance fees to be in compliance with the intergovernmental agreement with the Illinois Department of Healthcare and Family Services

### INTERGOVERNMENTAL AGREEMENT BETWEEN

## THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES AND

## THE VILLAGE OF HINSDALE 2023-2024

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and the Village of Hinsdale, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

## ARTICLE I

- 1.01 <u>Background</u>. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq*. (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.
- 1.02 <u>Purpose</u>. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

#### 1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) <u>BLS</u> means Basic Life Support billed under CPT Code A0429.
- (d) <u>Base Rate</u> means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2022.
- (e) <u>Covered Ambulance Services or Services</u> means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) <u>Interim Rate</u> means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) <u>Medical Programs</u> means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 et seq.) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 et seq.).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

#### Page 2 of 5

#### INTERGOVERNMENTAL TRANSFER

- 2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.
- 2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

## ARTICLE III INTERIM RATES FOR SERVICES

- 3.01 <u>Calculation</u>. The Interim Rate will be determined as follows:
  - (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
  - (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.
- 3.02 <u>Reimbursement</u>. The Department shall pay or cause it agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.
- 3.03 <u>Cost Reports</u>. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.
- 3.04 <u>Reconciliation</u>. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

#### ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2023, provided Provider's Cost Report was received by the Department on or before October 1, 2022, or on or before such later date as agreed to by the Department, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

## ARTICLE V TERMINATION

5.01 <u>Termination on Notice</u>. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

#### Page 3 of 5

- 5.02 <u>Termination for Cause</u>. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.
- Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

## ARTICLE VI MISCELLANEOUS

- 6.01 <u>Renewal</u>. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 6.02 <u>Amendments</u>. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.
- Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.
- 6.05 <u>No Personal Liability</u>. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.
- 6.06 <u>Assignment; Binding Effect</u>. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

#### Page 4 of 5

- 6.07 <u>Precedence</u>. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 6.08 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
- 6.09 <u>Notices</u>. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

<u>To HFS</u>: <u>Mary.Doran@illinois.gov</u> <u>Kiran.Mehta@illinois.gov</u>

To Local Government: kgargano@villageofhinsdale.org

jgiannelli@villageofhinsdale.org

- 6.10 <u>Headings</u>. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 6.11 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

#### Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**LOCAL GOVERNMENT** 

SIGNATURE
NAME:
TITLE:
DATE:
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
THERESA EAGLESON DIRECTOR

DATE:

#### VILLAGE OF HINSDALE

ORDINANCE NO.	
---------------	--

AN ORDINANCE AMENDING SECTION 4-1-9 (AMBULANCE AND LIFE SUPPORT SERVICES FEES IN TITLE 4 (HEALTH AND SANITATION), CHAPTER 1 (GENERAL HEALTH REGULATIONS), OF THE VILLAGE CODE OF HINSDALE RELATIVE TO AMBULANCE AND LIFE SUPPORT SERVICES FEES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") have previously enacted Section 4-1-9 (Ambulance and Life Support Services Fees) of the Village Code of Hinsdale establishing ambulance and life support services fees in the Village; and

WHEREAS, the Village plans to enter into an intergovernmental agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); and

WHEREAS, the Village President and Board of Trustees find it is appropriate and in the best interests of the Village to amend Section 4-1-9 of the Village Code to allow the Village to be reimbursed for the cost of providing life support transports as determined by the State based on the most recent annual Integrated Disclosure and Medicaid Cost Report (IDMCR) submitted by the Village, 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: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

<u>Section 2</u>: Section 4-1-9 (Ambulance and Life Support Services Fees), in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

#### 4-1-9: AMBULANCE AND LIFE SUPPORT SERVICES FEES:

Each person receiving ambulance or life support services, or both, from the Village shall pay the village fees therefor in accordance with the provisions of this section.

A. Definitions: For the purposes of this section, the following words and phrases shall have the meanings herein ascribed to them:

ALS REFUSAL: A person who has received or accepted advanced life support (ALS) services from ambulance personnel (EMT-Bs and/or paramedics), but has refused transportation by ambulance to a hospital.

NONRESIDENT: A person who is not domiciled within the <u>V</u>village of <u>Hinsdale or the village of Clarendon Hills.</u>

NONRESIDENT ALS REFUSAL: All persons who are nonresidents of the <u>V</u>village of <u>Hinsdale</u> or the <u>village</u> of <u>Clarendon Hills</u> who have received or accepted advanced life

support services from ambulance personnel (EMT-Bs and/or paramedics), but have refused transportation by ambulance to a hospital.

NONRESIDENTS TRANSPORTED TO HOSPITAL: All persons who are nonresidents of the <u>V</u>village of Hinsdale or the village of Clarendon Hills who are transported by a fire department operated ambulance from within the limits of the <u>V</u>village of Hinsdale or the village of Clarendon Hills to a hospital or other authorized medical facility for medical care or attention.

PAYMENT: Payment of the ambulance service fee shall be due upon the rendering of an invoice or statement by the Village of its authorized billing and collection service corporation or agent and any policies pertaining thereto.

RESIDENT: A person who is domiciled within the <u>V</u>village of <u>Hinsdale or the village of Clarendon Hills</u>.

RESIDENT ALS REFUSAL: All persons who are residents of the <u>V</u>village of <u>Hinsdale or the village of Clarendon Hills</u> who have received or accepted advanced life support services from ambulance personnel (<u>EMT-Bs and/or paramedics</u>), but have refused transportation by ambulance to a hospital.

RESIDENTS TRANSPORTED TO HOSPITAL: All persons who are residents of the <u>V</u>village of <u>Hinsdale or the village of Clarendon Hills</u> who are transported by a fire department operated ambulance from within the limits of the <u>V</u>village of <u>Hinsdale or the village of Clarendon Hills</u> to a hospital or other authorized medical facility for medical care or attention.

VEHICLE EXTRICATION: When members of the fire department are required to use hydraulic, gas powered, electric powered, air powered or other specialized rescue equipment to remove a person from a vehicle or other structure.

VILLAGE: The village of Hinsdale, unless otherwise provided.

B. Ambulance Service Fees: Fees for ambulance services and prehospital care provided by the vVillage's fire department shall be charged to the person receiving said services, or the person's estate, in accordance with the following schedule: the amount approved by the State based on the most recent annual Integrated Disclosure and Medicaid Cost Report (IDMCR) submitted by the Village the previous year to the Illinois Department of Healthcare and Family Services and/or the Federal Centers for Medicare and Medicaid Services reflecting the actual cost incurred for transport of residents and nonresidents, without further action of the Village President and Board of Trustees. Additional fees are as follows:

	Resident		
Basic life support emergency (BLS)	<del>\$ 750.00</del>	\$ 900.00	
Advanced life support emergency (ALS-1)	850.00	1,100.00	
Advanced life support emergency (ALS-2)	1,000.00	1,300.00	
Mileage (as measured from the location of the ambulance call to the hospital)	\$1025.00 per mile or portion thereof	\$25.00 per mile or portion thereof	
Vehicle extrication	\$ 0.00	\$450.00	

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- C. Fee For Nonresident Vehicle Fire: In addition to the fees required pursuant to subsection B of this section, each person who is not a resident of the village and receives a fire department response to extinguish a vehicle fire shall pay the village an additional service fee of four hundred fifty dollars (\$450.00).
- D. Fee For Services Provided In Conjunction With Helicopter Transport: In addition to the fees required pursuant to subsections B and C of this section, when the village provides ambulance services to a hospital in conjunction with a helicopter transport, that hospital shall pay to the village a fee of four hundred fifty dollars (\$450.00) for such services.
- E. Medicare Coverage: All fees shall be determined pursuant to the schedules set forth in subsections B, C and D of this section, with the exception of ambulance services provided to patients covered under the federal medicare system who shall be billed under the appropriate billing code as provided under the uniform medicare fee schedule for ambulance services, and based on the services provided and applicable mileage.
- F. Third Party Insurer: All persons who receive ambulance services from the village and who have insurance coverage which provides for the payment in whole or in part of the ambulance service fee, are covered by a governmental entity program such as medicare that provides for the payment, in whole or in part, of the ambulance service fee, or who have the ability to obtain reimbursement, in whole or in part, of the ambulance service fee from a noninsurance/nongovernmental entity third party, shall upon request of the village, provide the names and addresses of said third party to the village. (The term "third party" shall mean any such insurance company, governmental entity, or other third party as referenced in the foregoing sentence.) The village shall prepare and issue to the third party an invoice for such ambulance service fee in accordance with the ambulance service fee schedule set forth above
- G. Compensation From Third Party; In the event any person who received ambulance services from the village receives compensation from a third party which is allocable to the ambulance service fee, such compensation shall be promptly forwarded by said person to the <u>V</u>village. Under no circumstances shall any term or provision of this section adversely affect the rights of the village as set forth in the Illinois health care services lien act, 770 Illinois Compiled Statutes 23/1 et seq., as amended, or any other similar statute. (Ord. O2015-49, 12-8-2015)
- <u>Section 3</u>: <u>Severability and Repeal of Inconsistent Ordinances</u>. 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.
- <u>Section 4</u>: <u>Effective Date</u>. This Ordinance shall be in full force and effect on January 1, 2023, or the date on which the State provides the Village with State-approved rates based on the Integrated Disclosure and Medicaid Cost Report (IDMCR) submitted by

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the Village, whi pamphlet form in	chever is later, and following the manner provided by law.	it's passage,	approval, and	d publication in
ADOPTED this vote as follows:	day of		, 2022, pursi	ant to a roll call
AYES: _				
NAYS: _				
ABSENT	:			
APPROVED by to by the Village	me this day of Clerk this same day		, 202	22, and attested
Thomas K. Caule	ey, Jr., Village President			
This Ordinance v	vas published by me in pamphle	t form on the _	day	of
	, 2022.			
		-		

Christine M. Bruton, Village Clerk



Community Development

AGENDA SECTION: Second Reading – ZPS

Zazu Salon & Day Spa - 18 E. Hinsdale Avenue - Exterior Appearance and

Site Plan Review to allow for the replacement of second floor windows on the

existing building located at 18 E. Hinsdale Avenue in the B-2 Central

Business District - Case A-18-2022

MEETING DATE: October 18, 2022

FROM: Bethany Salmon, Village Planner

#### Recommended Motion

SUBJECT:

Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa

#### **Application Request**

The applicant, Michael Segretto, representing Zazu Salon & Day Spa, requests approval of an Exterior Appearance and Site Plan Review to allow for the replacement of ten (10) second floor windows on the existing two-story building located at 18 E. Hinsdale Avenue. Both buildings at 18 E. Hinsdale Avenue and 16 E. Hinsdale Avenue are currently occupied by Zazu Salon & Day Spa, a beauty salon.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the Prairie School style and was constructed in 1907. The original storefront has been altered over time and all windows appear to have been replaced. The Hinsdale Historical Society provided staff with an exterior photo of the storefront circa 1924 and an interior photo showing the original storefront design estimated to be taken in the 1920s.

#### **Project Description**

The applicant is proposing to replace all of the second floor windows on the front (north), side (east), and rear (south) elevations with black aluminum windows. All windows are non-historic windows and were previously replaced. No changes are proposed to the first floor windows or the facade.

All windows to be installed will be black aluminum to be consistent with the black windows previously installed on the first floor storefront on the front façade facing Hinsdale Avenue and the side elevation facing Village Place.

On the front façade, three second floor windows will be replaced. The center window will be replaced with a 71.5" wide and 91" tall window with four divided panes, as shown in Exhibit A. The two top panes are fixed windows and will not open. The two bottom panes will have an awning window design. The two windows on each side of the central window will be replaced with a 35.75" wide and 91" tall window with two divided areas, as shown in Exhibit B. On the side and rear facades, the same replacement window shown in shown in Exhibit B with a top fixed pane and a bottom awning window will be installed on a total of seven windows.

#### REQUEST FOR BOARD ACTION



The applicant has informed staff that the windows on the front façade were already ordered as they were not aware that an approval of an Exterior Appearance and Site Plan Review was required to replace the windows.

#### Discussion & Recommendation

<u>Historic Preservation Commission Meeting – September 7, 2022</u> – Sam Segretto, the building owner and owner of Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Several Commissioners expressed concern over the use of the black color of the windows and noted that black windows on the second floor were not generally consistent with the historic design of buildings in the downtown. This was previously discussed for the project at 14 W. First Street.

Mr. Segretto noted that the proposed color of the windows was intended to make all windows consistent on the entire building and specifically with the existing black storefront system on the first floor. The applicant noted that in the future, they would like to make changes to the storefront and façade, which was completed over 20 years ago. The Commission reviewed the historic photos on file and noted that the majority of the buildings in the surrounding blocks have white second floor windows.

A Commissioner noted that the proposed windows are not standard, traditional double-hung windows and there was a discussion on if a dark color would blend in better with the building. It was also noted that the building directly to the west, also owned by Zazu Salon, has a dark brickmold color, and the building at 33 S. Washington, occupied by Starbucks, has second floor windows with a dark color. After discussion, the Commission determined the use of a dark color in this case could be appropriate.

The Historic Preservation Commission recommended approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of the second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2 Central Business District for Zazu Salon & Day Spa, by a vote of 4-0 (3 absent), as submitted.

<u>Plan Commission Meeting – September 14, 2022</u> – Michael and Anthony Segretto, representing Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Michael Segretto stated the windows are intended to provide a modern design and continuity to the first floor storefront and windows, which the business intends to make changes to in the future. Some of the proposed windows were ordered prior to their knowledge that they would be required to obtain approval through the Exterior Appearance and Site Plan Review process.

There was a discussion on the design of the windows, where it was confirmed that the top portion is fixed and the bottom portion is an awning window that opens up and outward. The center window on the front façade has a single pane with the extra mullion removed for a cleaner appearance.

Overall, the Commission expressed support for the project. Although one Commissioner commented that they would have preferred that the window color be white along the alley (Village Place), all Commissioners were okay with the black color proposed to tie the proposed second floor windows together visually with the windows on the lower level.

#### REQUEST FOR BOARD ACTION



By a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building at 18 E. Hinsdale Avenue in the B-2 Central Business District, as submitted.

#### Village Board and/or Committee Action

The project was reviewed at a First Reading at the Village Board meeting on October 4, 2022. No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading.

#### **Documents Attached**

- 1. Ordinance & Exhibits
  - Exhibit A Legal Description
  - Exhibit B Approved Plans
  - Exhibit C Findings and Recommendation of the Plan Commission

<u>Previous Attachments</u>: The following related materials for this case were provided for the Board of Trustees on October 4, 2022 and are available on the Village website at the following link: <a href="https://cms1files.revize.com/revize/hinsdaleil/document\_center/VillageBoard/2022/10%20OCT/VBOT%20Packet%2010%2004%2022.pdf">https://cms1files.revize.com/revize/hinsdaleil/document\_center/VillageBoard/2022/10%20OCT/VBOT%20Packet%2010%2004%2022.pdf</a>

- Zoning Map and Project Location
- Aerial View
- Birdseye View
- Street View
- Downtown Historic District Map
- National Register of Historic Places Nomination Sheet (2006)
- Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
- Historic Photos Provided by the Hinsdale Historical Society
- Exterior Appearance & Site Plan Review Application and Exhibits
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations

#### VILLAGE OF HINSDALE

<b>ORDINANCE</b>	NO.	

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN TO ALLOW FOR SECOND FLOOR WINDOW REPLACEMENT ON AN EXISTING BUILDING – 18 E. HINSDALE AVENUE – ZAZU SALON & DAY SPA

WHEREAS, Michael Segretto, owner of Zazu Salon & Day Spa (the "Applicant"), has submitted an application (the "Application") seeking exterior appearance and site plan approval for the replacement of ten (10) second floor windows on the existing two-story building located at 18 E. Hinsdale Avenue (the "Subject Property") in the B-2 Central Business Zoning District. Proposed improvements include the replacement of ten (10) second floor windows on the front (north), side (east) and rear (south) elevations with black aluminum windows (collectively, the "Proposed Improvements"). The Subject Property is legally described in <a href="Exhibit A">Exhibit A</a> attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as <a href="Exhibit B">Exhibit B</a> and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story commercial building. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. Zazu Salon & Day Spa is currently operating on the Subject Property; 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 September 14, 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, and zero (0) nays, with four (4) absent, as set forth in the Plan Commission's Findings and Recommendation in this case ("Findings and Recommendation"), a copy of which is attached hereto as Exhibit C and made a part hereof; and

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

- **NOW**, **THEREFORE**, **BE IT ORDAINED** by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:
- **SECTION 1**: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.
- <u>SECTION 2</u>: 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 <u>Exhibit C</u> and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.
- SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.
- **SECTION 4:** Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all 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.
- **SECTION 5**: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.
- **SECTION 6:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any

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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. ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, pursuant to a roll call vote as follows: AYES: \_\_\_\_\_ NAYS: ABSENT: \_\_\_\_\_\_ APPROVED by me this day of , 2022, and attested to by the Village Clerk this same day. Thomas K. Cauley, Jr., Village President ATTEST: Christine M. Bruton, Village Clerk ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE: Its: Date: \_\_\_\_\_\_, 2022

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

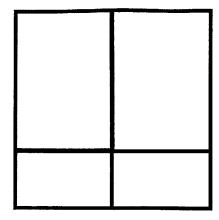
THE EAST HALF OF LOT 1 (EXCEPT THAT PART TAKEN FOR HINSDALE AVENUE) IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9 AND 10 IN BLOCK 2 OF THE TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ROTH'S RESUBDIVISION RECORDED OCTOBER 22, 1872 AS DOCUMENT 15636, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-128-007-0000

COMMONLY KNOWN AS: 18 E. HINSDALE AVENUE, HINSDALE, IL 60521

#### **EXHIBIT B**

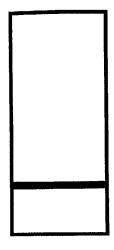
## APPROVED EXTERIOR APPEARANCE AND SITE PLANS (ATTACHED)



4 window mull unit climateguard aluminum W 71.5 x H 91 exact size awning black (bottom) W 35.75 x H 21 (qty:2) picture black (top) W 35.75 x H 70 (qty:2) double pain glass with low-e and argon

Qty:1 unit

EXHIBIT A



2 window mull unit climateguard aluminum W 35.75 x H 91 exact size awning black (bottom) W 35.75 x H 21 picture black (top) W 35.75 x H 70 double pain glass with low-e and argon

Qty:# 9

EXHIBIT B

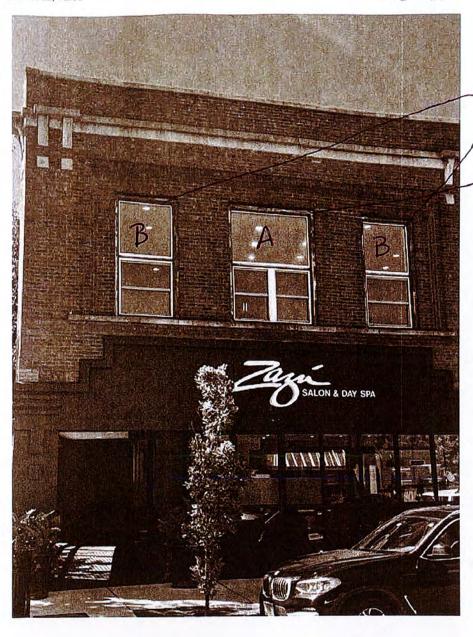
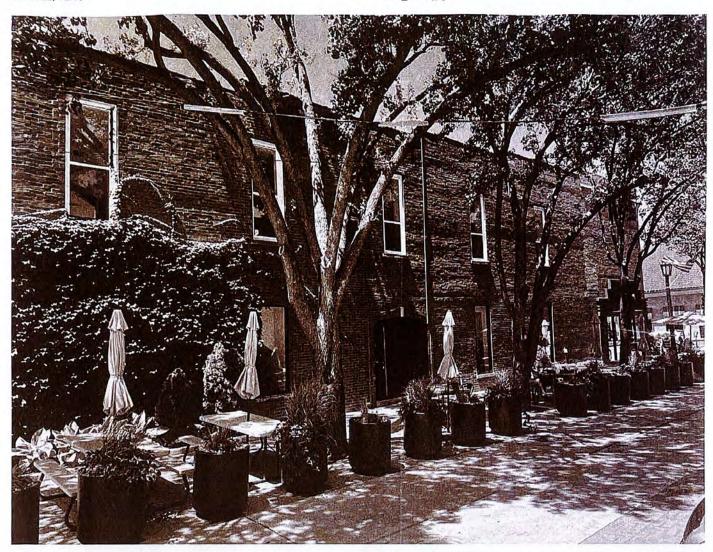


EXHIBIT B -EXHIBITA



ALL WINDOWS ON EAST ELEVATION + SOUTH ELEVATION
WILL BE EXHIBIT B

# CLIMATEGUARD PRIMEALUMINUM

#### **FEATURES & BENEFITS**

PrimeAluminium windows are ideal for modern spaces because of their lightweight, narrow, and strong frame. Although less thermally efficient than vinyl, PrimeAluminium windows provide strength and impact resistance while maximizing views with narrower frame lines.



THERMAL EFFICIENCY Effective thermal break



STRUCTURAL DURABILITY

Better impact testing

Better flexibility



WEATHER RESISTANCE Resistant to water & light Superior color retention

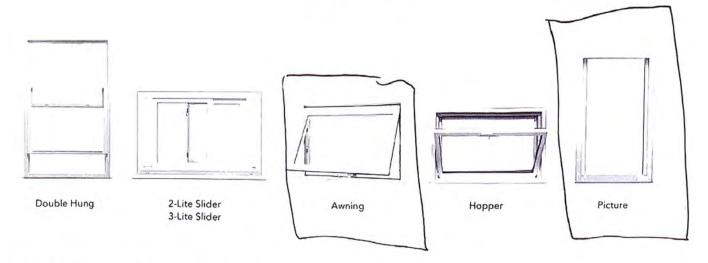


DESIGN CUSTOMIZATION
Solid powder coated colors





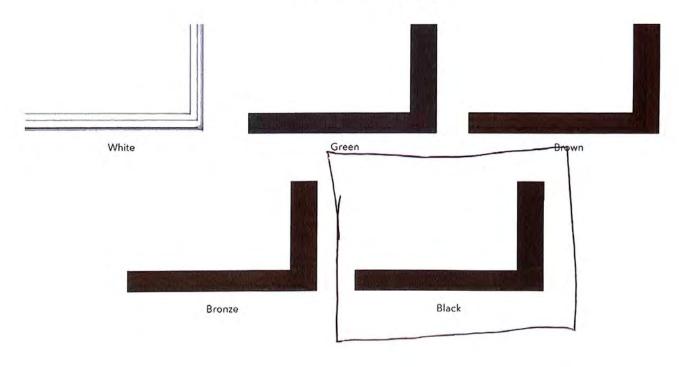
# CLIMATEGUARD' PRIMEALUMINUM



#### **COLOR & FINISH OPTIONS**

The PrimeAluminum Window series features five maintenance-free, high-performance stock frame colors.

#### STOCK ALUMINUM EXTRUSIONS



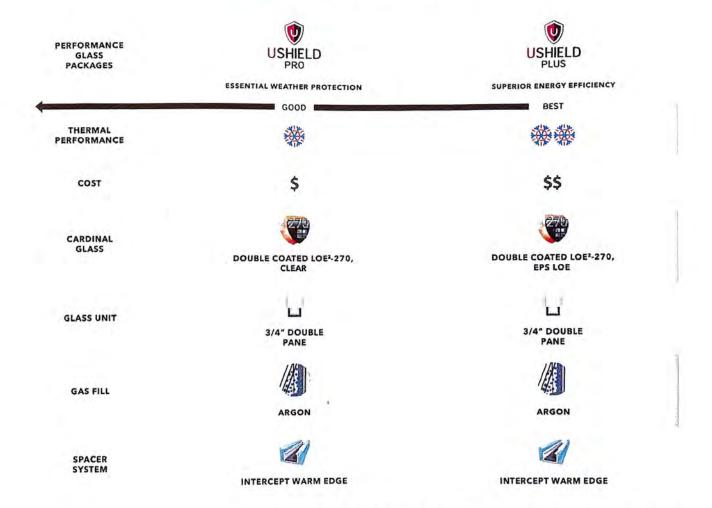








#### PRIMEALUMINUM DOUBLE HUNG WINDOW



NEAT GLASS, TEMPERED, FROSTED, LAMINATED GLASS & OTHER OPTIONS AVAILABLE



#### **EXHIBIT C**

## FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION (ATTACHED)

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

**APPLICATION:** 

Case A-18-2022 – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa – Exterior

Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2

Central Business District

PROPERTY:

18 E. Hinsdale Avenue (PIN: 09-12-128-007)

APPLICANT:

Michael Segretto, Zazu Salon & Day Spa

**REQUEST:** 

Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: September 14, 2022

BOARD OF TRUSTEES 1<sup>ST</sup> READING: October 4, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Michael Segretto, representing Zazu Salon & Day Spa, requesting approval of an Exterior Appearance and Site Plan Review to allow for the replacement of ten (10) second floor windows on the existing two-story building located at 18 E. Hinsdale Avenue.

The applicant is proposing to replace all of the second floor windows on the front (north), side (east), and rear (south) elevations with black aluminum windows. All windows are non-historic windows and were previously replaced. No changes are proposed to the first floor windows or the facade.

Both buildings at 18 E. Hinsdale Avenue and 16 E. Hinsdale Avenue are currently occupied by Zazu Salon & Day Spa, a beauty salon. The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the Prairie School style and was constructed in 1907. The original storefront has been altered over time and all windows appear to have been replaced. The Hinsdale Historical Society provided staff with an exterior photo of the storefront circa 1924 and an interior photo showing the original storefront design estimated to be taken in the 1920s.

HISTORIC PRESERVATION COMMISSION MEETING SUMMARY: The project was reviewed at a public meeting at the Historic Preservation Commission on September 7, 2022. Sam Segretto, the building owner and owner of Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Several Commissioners expressed concern over the use of black color of the windows and noted that black windows on the second floor were not generally consistent with the historic design of building in the downtown. This was previously discussed for the project at 14 W. First Street.

Mr. Segretto noted that the proposed color of the windows was intended to make all windows consistent on the entire building and specifically with the existing black storefront system on the first floor. The applicant noted that in the future, they would like to make changes to the storefront and façade, which was completed over 20 years ago. The Commission reviewed the historic photos on file and noted that the majority of the buildings in the surrounding blocks have white second floor windows.

A Commissioner noted that the proposed windows are not standard, traditional double-hung windows and there was a discussion on if a dark color would blend in better with the building. It was also noted that the building directly to the west, also owned by Zazu Salon, has a dark brickmold color, and the building at 33 S. Washington, occupied by Starbucks, has second floor windows with a dark color. After discussion, the Commission determined the use of a dark color in this case could be appropriate.

The Historic Preservation Commission recommended approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of the second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2 Central Business District for Zazu Salon & Day Spa, by a vote of 4-0 (3 absent), as submitted.

**PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS:** On September 14, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Michael and Anthony Segretto, representing Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Michael Segretto provided an overview of the proposed changes to the second floor windows and answered questions from the Commissioners. Mr. Segretto stated the windows are intended to provide a modern design and continuity to the first floor storefront and windows, which the business intends to make changes to in the future. Some of the proposed windows were ordered prior to their knowledge that they would be required to obtain approval through the Exterior Appearance and Site Plan Review process.

There was a discussion on the design of the windows, where it was confirmed that the top portion is fixed and the bottom portion is an awning window that opens up and outward. The center window on the front façade has a single pane with the extra mullion removed for a cleaner appearance.

Commissioner Moore stated he was okay with the proposed design and congratulated the business on being open for over 40 years in Hinsdale.

Commissioner Crnovich stated she liked the new windows, but would have preferred that the color would have stayed white along the alley (Village Place), which was noted by one of the Commissioners at the prior Historic Preservation Commission meeting.

Commissioner Krillenberger stated he had no comments on the windows and asked if the applicant owned 16 E. Hinsdale Avenue. Commissioner Krillenberger noted that he used to rent space in that building, which was prior to Zazu purchasing the building.

Commissioner Curry stated that the windows will look great and asked for clarification on if the windows were double hung windows or awning windows. It was clarified that the lower portion of the windows will be awning windows and there was a brief discussion on the design.

Commissioner Curry also stated she is anxious to see the future changes proposed to the façade of the building. Mr. Segretto stated they will work with the Village on the proposed changes in the future and that the improvements will update their façade that is over twenty (20) years old. It was noted that this is a prominent, highly-visible building near the train station with a lot of nearby traffic.

Chairman Cashman expressed support for the proposed windows and stated the current windows distract from the look of the building. The proposed second floor windows will tie the building together visually with the windows on the lower level.

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

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code. The proposed second floor windows did not appear to negatively impact the building and historic façade and the proposed improvements were respectful to the character of the existing historic building. Several Commissioners noted that the project utilized a high quality design that would be visually compatible and consistent with the building (Section 11-605(E)(1) and (2)).

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

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

AYES:

Commissioners Crnovich, Curry, Krillenberger, Moore, and Chairman Cashman

NAYS:

None

ABSTAIN:

None

ABSENT:

Commissioners Fiascone, Hurley, 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, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building at 18 E. Hinsdale Avenue in the B-2 Central Business District, as submitted.

Signed:

Steve Cashman, Chair Plan Commission

Village of Hinsdale

Date



Community Development

AGENDA SECTION: Second Reading – ZPS

Fuller House - 35 E. First Street - Exterior Appearance and Site Plan

SUBJECT: Review to allow for improvements to the existing building and site located at

35 E. First Street in the B-2 Central Business District - Case A-21-2022

MEETING DATE: October 18, 2022

FROM: Bethany Salmon, Village Planner

#### Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 35 E. First Street – Fuller House

#### **Application Request**

The applicant, Patricia Vlahos, representing Fuller House, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to the exterior façade and site located at 35 E. First Street in the B-2 Central Business District. Proposed changes to the façade on First Street include the replacement of five (5) light fixtures on the second floor, installation of wood cladding on top of the existing stone band around the storefront windows, installation of wood planter boxes along the perimeter of the recessed storefront alcove to provide a barrier for the outdoor patio area, and painting on the concrete floor within the entry alcove. The applicant originally proposed to paint the brick on the front façade, but has agreed to leave the brick unpainted, unless it is allowed by the Village Board.

The existing two-story building is situated on an L-shaped lot that fronts both First Street and Garfield Street. The building consists of several tenants, including a restaurant, hardware store, martial arts fitness studio, and offices. The outdoor patio for Fuller House is located on the adjacent lot at 50 S. Garfield, formerly occupied by a restaurant (Dips & Dogs) that is now currently vacant. The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in a Renaissance Revival style. It was designed by Walter Ewert and was constructed in 1929.

#### Project Description

The applicant is proposing several exterior improvements to the existing front façade of the building facing First Street, as detailed below:

Painting - The applicant originally proposed to paint the brick on the front facade along First Street white (Sherwin Williams Alabaster White). The side and rear elevations of the building facing Garfield Street and the alley, as well as the stone sills, sign band, and pilasters around the storefront, would not be painted. Based on the recommendations by both the Historic Preservation Commission and Plan Commission, the applicant has agreed to leave the brick unpainted, unless otherwise allowed by the Village Board. An alternative rendering of the front façade with the brick left unpainted has been submitted and is included in the packet.



- <u>Light Fixtures</u> The five (5) existing gooseneck light fixtures affixed to the second floor will be removed and replaced with new bronze wall sconces. The applicant has included a specification sheet showing the proposed light fixtures for review. There are no proposed changes to the recessed lighting underneath the ceiling of the storefront alcove.
- Wood Cladding on the Existing Stone Band The existing stone band above the storefront will be covered with reclaimed wood cladding to serve as the background for a future wall sign, to be submitted for review and approval via a sign permit application at a later date.
- Outdoor Seating Area Three (3) wood planter boxes are proposed along the perimeter of the recessed storefront alcove to provide a barrier for the outdoor patio area. The planters will be aligned with the property line abutting First Street and are not permitted to encroach into the right-of-way. Details on the planter box design were submitted as part of the application packet for review. The concrete floor of the entry alcove will be painted in a chevron stencil pattern in a gray color (Sherwin Williams Gauntlet Gray). The applicant has confirmed that the black and white pattern included in one of the plan exhibits is to show the proposed pattern, but does not represent the proposed colors. The area shown on the exhibit in black will be painted gray and the white area will be left unpainted. The ceiling of the alcove will also be painted black (Sherwin Williams Tricorn Black).
- <u>Signage</u> The proposed renderings show a conceptual wall sign and projecting sign on the front of the building facing First Street. The applicant will be required to submit a separate sign permit application for review by the Historic Preservation Commission and Plan Commission at a later date.

#### **Discussion & Recommendation**

<u>Historic Preservation Commission Meeting – September 7, 2022</u> – Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building. Commissioners expressed concern over the painting of the brick. There was a discussion over how painting could damage brick and that this type of a request has not been supported on other downtown historic buildings in the recent past. The applicant confirmed that there are no plans to paint the side of the building where the outdoor patio is located facing Garfield Avenue and the ivy would remain as is.

There was also a discussion on installing wood cladding over the limestone around the storefront entry. One Commissioner noted that this can damage the limestone, but it was noted that the limestone was not original to the building based on a review of older photos included in the packet. The applicant confirmed that there are no changes to the second floor entrance or iron detailing above the door. The proposed light fixtures will be electric, not gas lights.

Mr. Segretto, of Zazu Salon & Day Spa, commented the proposed changes are attractive. He noted that he owns a brick building in Naperville that had been painted and agreed with the Commission on potential issues. Mr. Segretto stated that a responsible building owner needs to paint a building properly and maintain it over time, but painting can provide a contemporary look that can help make a business successful. Overall, the Commission supported the proposed changes to the building and site, but was opposed to the applicant painting the brick.

By a vote of four (4) ayes and zero (0) nays, with three (3) absent, the Historic Preservation Commission recommended approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for improvements to the existing building located at 35 E. First Street in the B-2 Central Business District for Fuller House, subject to the condition that the applicant does not paint the existing brick.

Following the meeting, the applicant submitted revised plans to the Plan Commission for review showing the brick left unpainted.



<u>Plan Commission Meeting – September 14, 2022 – Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building and answered questions from the Commissioners.</u>

Ms. Vlahos stated that the applicant would like to paint the brick a distressed white color, but an alternative option has been prepared showing the brick unpainted based on the recommendation by the Historic Preservation Commission. Ms. Vlahos noted Nabuki has a white painted brick building and a brief discussion took place over Burdi, where the brick was ultimately left unpainted.

The majority of the Commissioners stated they were not in favor of the brick being painted due to possible damage to the brick and to preserve the look of the existing historic building. There was a brief discussion on if the Plan Commission would consider a limestone wash as an alternative to painting the brick. Several Commissioners noted a limestone wash would not be aesthetically preferred either and that painted white brick seemed to be a popular trend that could go out of style in the near future.

There was a discussion on potential maintenance issues with painting the concrete flooring. Ms. Vlahos noted that the area will be maintained by the business and the stencil pattern is intended to give the area an updated look that disguises the existing wear and tear. Paint will be applied by professionals and the applicant's designer has painted entrances in other locations, including restaurants in Westmont and Clarendon Hills, so they are confident that maintenance issues will not be a problem. Ms. Vlahos also confirmed the proposed planter boxes will be moved to storage during the winter when the front enclosure is installed. The painted concrete will have an epoxy coat that has what appears to be sand mixed in that will prevent it from becoming slippery and to provide traction.

Ms. Vlahos stated that Fuller House is looking at future changes to the patio and Dips & Dogs on Garfield Avenue. Ms. Vlahos also confirmed there are no changes to the existing ironwork on the right hand side that would be altered and the designer unintentionally left these out of the building renderings.

With the exception of the painting of the brick, the Commission expressed support for the proposed improvements, particularly the light fixtures, the wood sign band above the storefront, the outdoor planters, and the conceptual halo-lit wall sign.

By a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building at for 35 E. First Street in the B-2 Central Business District, subject to the condition that the exterior brick not be painted.

#### Village Board and/or Committee Action

The project was reviewed at a First Reading at the Village Board meeting on October 4, 2022. Patricia Vlahos, representing Fuller House, answered questions from the Village Board. There was a short discussion on the painting of the concrete area near the recessed entrance. Overall, Trustees expressed support for the project. No public comments were provided at the meeting. The Village Board moved the item forward for a Second Reading.

#### **Documents Attached**

- 1. Ordinance & Exhibits
  - Exhibit A Legal Description
  - Exhibit B Approved Plans
  - Exhibit C Findings and Recommendation of the Plan Commission

#### REQUEST FOR BOARD ACTION



<u>Previous Attachments</u>: The following related materials for this case were provided for the Board of Trustees on October 4, 2022 and are available on the Village website at the following link: <a href="https://cms1files.revize.com/revize/hinsdaleil/document\_center/VillageBoard/2022/10%20OCT/VBOT%20Packet%2010%2004%2022.pdf">https://cms1files.revize.com/revize/hinsdaleil/document\_center/VillageBoard/2022/10%20OCT/VBOT%20Packet%2010%2004%2022.pdf</a>

- Zoning Map and Project Location
- Aerial View
- Birdseye View
- Street View
- Downtown Historic District Map
- National Register of Historic Places Nomination Sheet (2006)
- Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
- Exterior Appearance & Site Plan Review Application and Exhibits
- Draft Ordinance
- Draft Plan Commission Findings and Recommendations

#### VILLAGE OF HINSDALE

ORDINANCE NO.	

### AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN TO ALLOW FOR CHANGES TO THE EXTERIOR FAÇADE OF AN EXISTING BUILDING – 35 E. FIRST STREET – FULLER HOUSE

WHEREAS, Patricia Vlahos, on behalf of Fuller House (the "Applicant"), has submitted an application (the "Application") seeking exterior appearance and site plan approval for changes to the exterior façade of the existing building located at 35 E. First Street (the "Subject Property") in the B-2 Central Business Zoning District. Proposed improvements include painting of the existing brick on the front façade, replacement of light fixtures on the second floor, covering an existing stone band above the storefront with reclaimed wood cladding, installation of wood planter boxes to provide a barrier for the outdoor patio area, and signage (collectively, all of the foregoing are the "Proposed Improvements"). The Subject Property is legally described in <a href="Exhibit A">Exhibit A</a> attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as <a href="Exhibit B">Exhibit B</a> and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story, multitenant commercial building. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Applicant is a present occupant of the building on the Subject Property; 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 September 14, 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, and zero (0) nays, with four (4) absent, subject to the condition that the exterior brick not be painted, 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 <u>Exhibit C</u> and made a part hereof; and

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

the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

- **NOW**, **THEREFORE**, **BE IT ORDAINED** by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:
- **SECTION 1**: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.
- **SECTION 2**: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.
- **SECTION 3:** Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.
- **SECTION 4**: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:
- A. <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>No Painting of Exterior Brick</u>. Although originally proposed as part of the Application, approval is conditioned on the exterior brick of the building on the Subject Property not being painted.

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SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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

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

ADOPTED this da	y of	, 2022,	pursuant	to a
roll call vote as follows:				
AYES:				
NAYS:		_		
ABSENT:				
APPROVED by me this attested to by the Village Clerk this	day of is same day.		, 2022,	and
	Thomas K. Cauley, Jr., Village	Preside	ent	<del></del>
ATTEST:				
Christine M. Bruton, Village Clerk				
Chinating M. Diuton, Village Cicik				

ACKNOWLEDGEMENT	AND	AGREEMENT	BY	THE	APPLICANT	TO	THE
CONDITIONS OF THIS O	DRDIN	ANCE:					

Ву:	× 44	
ts:		
Date:	, 2022	

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

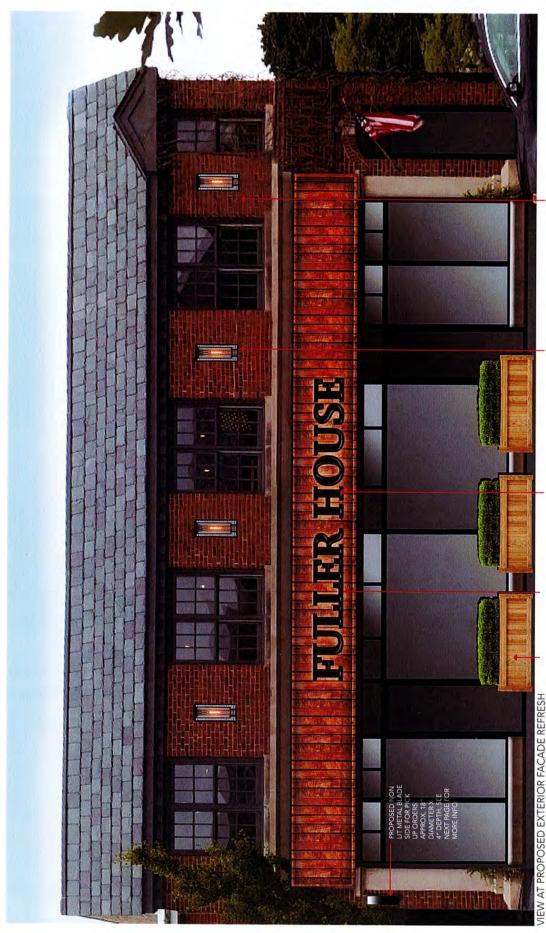
THE EAST 50 FEET OF LOT 8 (EXCEPT THE NORTH 10 FEET) AND THE EAST 50 FEET OF LOT 11 IN BLOCK 2 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST ¼ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1865, AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-129-012-0000

COMMONLY KNOWN AS: 35 E. FIRST STREET, HINSDALE, IL 60521

#### **EXHIBIT B**

## APPROVED EXTERIOR APPEARANCE AND SITE PLANS (ATTACHED)

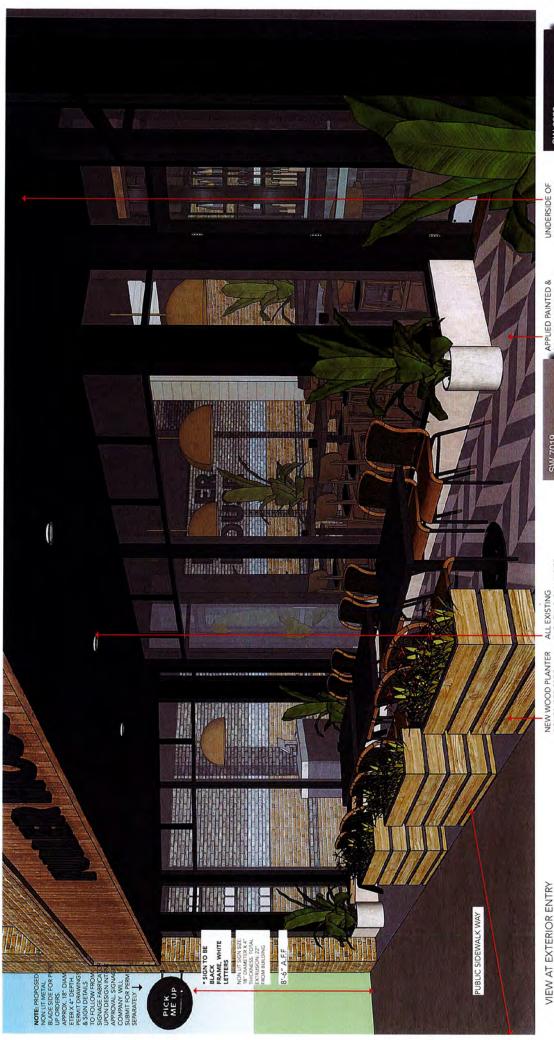


EXTERIOR EXISTING BRICK TO REMAIN AS SHOWN.

FULLER HOUSE
Hinstale
EST 2015

NEW METAL CHANNEL CUT LOGO LETTER NI SIGNAGE MOUNTED ON RECLAMED WOOD WHORIZONTAL PLANKS, BACKLIT ON DIMMER RESWITCH, SIGNAGE COMPANY TO SUBMIT FOR PERMIT SEPRANTELY UPON DESIGN OF INTENT APPROVALE WILL PROVIDE DRAWING OF DETAILS AS NECESSARY APPROXIMATE SIZE: SPECIALS AS NECESSARY APPROXIMATE SIZE: SPECIALS AS UNITER PRIGHT. NEW OUTDOOR NEW RECLAIMED N PLANTER BOXES WOOD (SEE PLANTER CLADDING FOR B BOX SPEC SIGNAGE PROVIDED) BACKDROP. WOOD CLADDING FOR SIGNAGE BACKDROP. SEALED

NEW OUTDOOR EXTERIOR WALL SCONCES TO REPLACE EXISTING (S) GOOSENECK LIGHTS. (SEE GUTDOOR WALL SCONCE SPEC PROVIDED)



FULLER HOUSE
Hinsdale
ESTROIS

ALIGNED WITH IN PROPERTY LINE & WILL NOT EXEND OVER PUBLIC SIDEWALK AS SHOWN) NEW WOOD PLANTER BOXES (SEE SPEC PROVIDED) TO BE

LIGHTING ON UNDER-SIDE OF PROPERTY CEILING TO REMAIN. ALL EXISTING

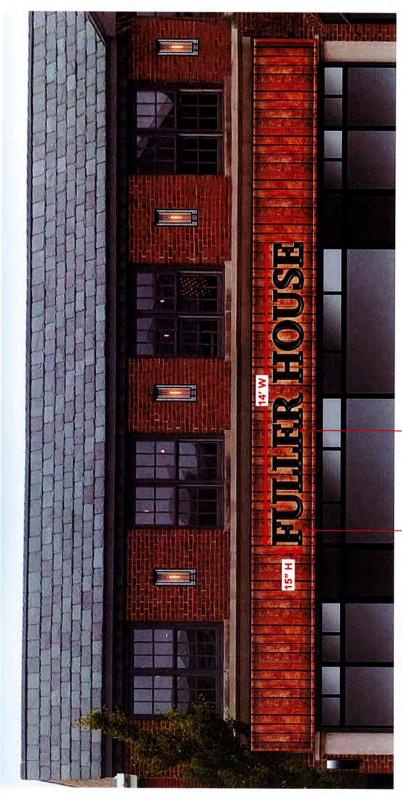
APPLED PAINTED &
SEALED PATTERN
STENCIL ONTO EXISTING
CONCRETE AT
ENTRWAY TO DISGUISE
TRAFFIC WEAR (SEE
PROPOSED CONCRETE
STENCIL REPEAT SW 7019

Gauntlet Gray
Interior / Exterior
Location Number: 244-06

UNDERSIDE OF CEILING TO BE PAINTED & SEALED

SHERWIN WILLIAMS TRICORN BLACK, FLAT FINISH.

Interior / Exterior Location Number: 251-C1 Tricorn Black SW 6258



VIEW AT PROPOSED EXTERIOR SIGNAGE (FOR DESIGN INTENT APPROVAL ONLY)

GENERA NOTE: PLEASE NOTE SIGNAGE SUBMISSION SUBMITTED FOR DESIGN INTENT

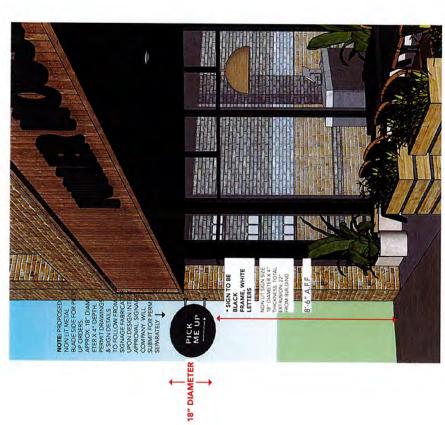
ONLY. IF APPROVED, FABRICATOR WILL BE

PROVIDING PROPER TECHNICAL SPECS / SHOP DRAWINGS OF EACH SIGNAGE TO THE CITY DIRECTLY.

NEW RECLAIMED
WOOD
CLADDING FOR
SIGNAGE
BACKDROP.

NEW METAL CHANNEL CUT LOGO LETTER SIGNAGE MOUNTED ON RECLAMINED WOOD HORZON TAL PLANKS. BACKLIT ON DIMMER SWITCH SIGNAGE COOMPANY TO SUBMIT FOR PERMIT SEPRATELY UPON DESIGN INTENT SPEROALE, WILL PROVIDE DRAWING DETAILS AS NECESSARY, APPROXIMATE SIZE: 14 W X 15" LETTER HEIGHT.





VIEW AT PROPOSED EXTERIOR SIGNAGE (FOR DESIGN INTENT APPROVAL ONLY)

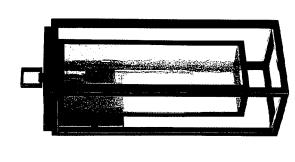
GENERA NOTE: PLEASE NOTE SIGNAGE SUBMISSION SUBMITTED FOR DESIGN INTENT ONLY. IF APPROVED, FABRICATOR WILL BE PROVIDING PROPER TECHNICAL SPECS / SHOP DRAWINGS OF EACH SIGNAGE TO THE CITY DIRECTLY.



# LAMPS PLUS

The Nation's Largest Lighting Retailer

🔏 / Outdoor Lighting / Wall Light / 16 - 20 in. high / Bronze / Style # 44R77



from Hinkley, which features a high performance finish is resistant to Illuminate your home with this stylish modern outdoor wall light

rust and corrosion

## Additional Info:

The Republic collection from Hinkley offers a handsome transitional an interesting visual element to this fixture. Best of all, the light has a high performance finish that is resistant to rust and corrosion and look for your home. An oil-rubbed bronze finish adds rich detail to this straight-lined outdoor wall light. Clear seedy glass panels add near your home's entrance, near your driveway, or flanking garage comes with a 5-year guarantee. Use it for improved illumination

## HINKLEY

Shop all Hinkley

from the wall. Side glass panels are 14 20" high x 7" wide. Extends 6 3/4"

3/4" high x 3" wide. Front glass is 14 3/4" high x 4" wide. Weighs 5.5 lbs.

- Backplate is 5" wide x 6 1/2" high. 4 3/4" from mounting point to top of Uses one maximum 100 watt fixture.
  - Hinkley. High performance finish is standard-medium base bulb (not Republic outdoor wall light by included).
- composite frame. Clear seeded glass. resistant to rust and corrosion with a Wet location rated for outdoor use. Oil-rubbed bronze finish over 5-year warranty.

Can also be used indoors.

## SPECIFICATIONS

TECHNICAL SPECIFICATIONS PRODUCT ATTRIBUTES

Finish Bronze

Width 7.00 inches Contemporary

Height 20.00 inches

Hinkley Brand

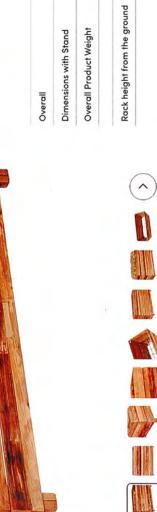
Style

Max Wattage 100 watts

Weight 5.50 pounds

EXTERIOR WALL SCONCE SPEC SHEET





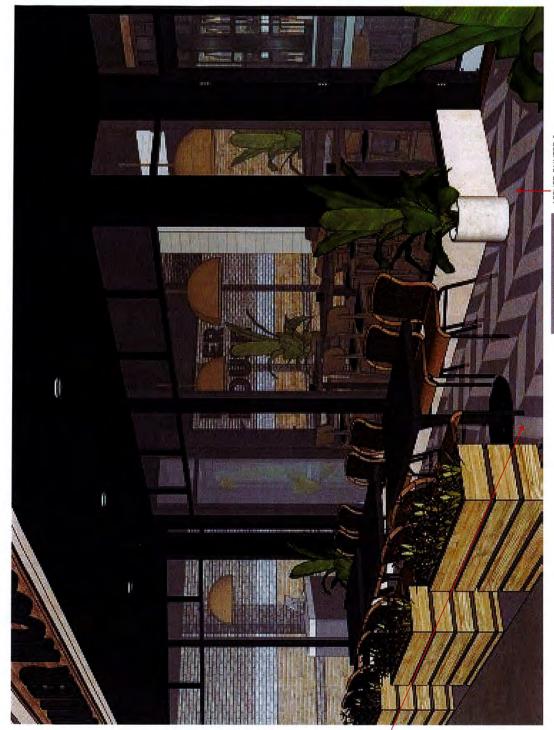
28.35" H x 39.37" W x 15.75" D

28.35" x 15.75" x 39.37"

43.14 lb.

3.9" and 17.3"





BUILDING ENTRY
VESTIBULE APPLIED PAINTED
STENCIL

APPLIED PAINTED STENCIL
PATTERN REPEAT (SHOWN IN BLACK & WHITE FOR PATTERN REPEAT REFERENCE ONLY. BLACK INDICATES PATTERN GETTING PAINTED IN GREY AS SPECIFIED)

APPLIED PAINTED &
SEALED PATTERN
STENCIL ONTO EXISTING
CONCRETE AT
ENTRYWAY TO DISGUISE
TRAFFIC WEAR (SEE
PROPOSED CONCRETE
STENCIL REPEAT
PROVIDED) SW 7019
Gauntlet Gray
Interior / Exterior
Location Number: 244-06

#### **EXHIBIT C**

### FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION (ATTACHED)

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

APPLICATION: Case A-21-2022 - 35 E. First Street - Fuller House - Exterior Appearance and

Site Plan Review to allow for improvements to the existing building and site located

at 35 E. First Street in the B-2 Central Business District

**PROPERTY:** 35 E. First Street (PIN: 09-12-129-012)

**APPLICANT:** Patricia Vlahos, Fuller House

**REQUEST:** Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: September 14, 2022

BOARD OF TRUSTEES 1<sup>ST</sup> READING: October 4, 2022

**SUMMARY OF REQUEST:** The Village of Hinsdale received an application request from Patricia Vlahos, representing Fuller House, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade and site located at 35 E. First Street in the B-2 Central Business District. Proposed changes to the building elevation on First Street include the replacement of five (5) light fixtures on the second floor, installation of wood cladding on top of the existing stone band around the storefront windows, installation of wood planter boxes along the perimeter of the recessed storefront alcove to provide a barrier for the outdoor patio area, and the painting on the concrete floor within the entry alcove. The applicant originally proposed to paint the brick on the front façade white, but has agreed to leave the brick unpainted, unless painting of the brick is allowed by the Village Board.

The proposed renderings show a conceptual wall sign and projecting sign on the front of the building facing First Street. The applicant will be required to submit a separate sign permit application for review by the Historic Preservation Commission and Plan Commission at a later date.

The existing two-story building is situation on an L-shaped lot that fronts both First Street and Garfield Street. The building consists several tenants, including a restaurant, hardware store, martial arts fitness studio, and offices. The outdoor patio for Fuller House is located on the adjacent lot at 50 S. Garfield, formerly occupied by a restaurant (Dips & Dogs) that is now currently vacant.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in a Renaissance Revival style. It was designed by Walter Ewert and was constructed in 1929.

HISTORIC PRESERVATION COMMISSION MEETING SUMMARY: The project was reviewed at a public meeting at the Historic Preservation Commission on September 7, 2022. Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building and answered questions from the Commissioners.

Commissioners expressed concern over the painting of the brick. It was discussed that painting could damage the brick and this type of request has not been supported on other historic buildings in the downtown in the past. The applicant confirmed that there are no plans to paint the side of the building where the outdoor patio is located facing Garfield Avenue and the ivy would remain as is. There was also a discussion on installing wood cladding over the limestone around the storefront entry way. One

Commissioner noted that this can damage the limestone, but it was noted that the limestone was not original to the building based on older photos included in the packet. The applicant confirmed that there are no changes to the entrance way to the second floor or iron detailing above the door on the right side of the front façade. The proposed light fixtures are electric and will not be gas lights.

Mr. Segretto, of Zazu Salon & Day Spa, commented the proposed changes are attractive. He noted that he owns a brick building in Naperville that had been painted and agrees with the Commission on potential issues. Mr. Segretto stated that a responsible building owner needs to paint a building properly and maintain it over time, but painting can provide a contemporary look that can help make a business successful.

Overall, the Commission supported the proposed changes to the building and site, but was opposed to the applicant painting the brick.

The Historic Preservation Commission recommended approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for improvements to the existing building located at 35 E. First Street in the B-2 Central Business District for Fuller House, by a vote of 4-0 (3 absent), subject to the condition that the applicant does not paint the existing brick.

Following the meeting, the applicant agreed to leave the brick unpainted and submitted revised plans to the Plan Commission for review.

**PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS:** On September 14, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building and answered questions from the Commissioners.

Ms. Vlahos stated that the proposed plans are intended to update the front of the building. Ms. Vlahos stated the proposed outdoor planters would be located within private property and conceptual signage designs are shown on the elevations. Signage would be submitted for separately in the future for approval. The applicant also proposed changes to the lighting on the second floor.

Ms. Vlahos stated that the applicant would like to paint the brick a distressed white color, but that an alternative option has been prepared showing the brick unpainted based on the recommendation by the Historic Preservation Commission. Ms. Vlahos noted that Nabuki, located across the street, has a white painted brick building and notes were made about the renovation project for Burdi, where the brick was ultimately left unpainted.

Ms. Vlahos stated they would still like to paint the brick, if they are allowed to do so, and the proposed paint would be distressed, so the brown brick color would show through the paint. The applicant also noted that they are proposing to paint the concrete floor near the front entrance.

Commissioner Curry stated she loved the brick on this building and was strongly against the brick being painted. Commissioner Curry noted she has had past experience dealing with stripping paint off of brick off of her house. Brick spalling occurred, with damage to the brick, and she had to replace face brick, which was an expensive process. Commissioner Curry noted support for the other changes proposed and the building has a cozy appearance with the unpainted brick.

Commissioner Curry asked who owns the building. Ms. Vlahos confirmed the owner of the building was okay with the brick being painted.

Michael Segretto, from Zazu Salon & Day Spa, asked the Commission if a limestone wash would be considered as an alternative to painting the brick. Several Commissioners noted that a limestone wash would not be aesthetically preferred either.

Commissioner Curry noted that the white brick appeared to be a popular style that could be going out of style soon and stated she liked the chosen light fixtures. Although the sign permit review will be handled separately, the installation of the wood band above the storefront is included in the current submittal. Commissioner Curry noted that she did not realize the limestone band behind the sign was not original to the building.

There a discussion on the painting of the concrete flooring and future maintenance. Ms. Vlahos noted that the area will be maintained by the business. Commissioner Curry asked if there was an alternative to painting the concrete. Ms. Vlahos noted that the current concrete is distressed so the proposed painting of the stencil pattern will give the area an updated look and disguise the existing distress. Commissioner Curry expressed concern for the future wear and tear of the area is painted, particularly through the winter. Ms. Vlahos confirmed that an enclosure is set up around the entrance during the winter, the painting will be applied by professionals, and the applicant's designer has painted concrete entrances in other locations, including restaurants in Westmont and Clarendon Hills, so they are confident that maintenance issues will not be a problem.

Commissioner Krillenberger stated be supported the proposed exterior improvements, specifically noting he liked the wood area behind the proposed wall sign, the chosen light fixtures, the planter boxes, and the white paint color.

Commissioner Crnovich stated she did not want the brick to be painted white and noted that this was probably a trend. The brick is nice and fits into the appearance of the historic downtown.

Commissioner Crnovich asked if there are any changes proposed to the patio on the side of the building. Ms. Vlahos stated that they are looking to submit changes to the patio and Dips & Dogs building in the future for review and approval. Commissioner Crnovich said she is very fond of the old gas station designed by R. Harold Zook Ms. Vlahos stated they are hoping to reopen the Dips & Dogs building in the future.

Commissioner Moore expressed support for the proposed changes, noting that he liked the proposed lighting and the conceptual sign.

Commissioner Moore asked if the planter boxes will be removed during the winter when the enclosure is installed. Ms. Vlahos confirmed they will be moved to storage during the winter out of the storefront area.

Commissioner Moore asked if the painted concrete will be slippery in the winter. Ms. Vlahos stated it will have an epoxy coat that has what appears to be sand mixed in that will prevent it from being slippery and provides traction, which is important because they will be serving food out in this area during the winter.

Chairman Cashman stated he prefers the alternative where the brick is not painted and it provides a warmer appearance to the building. Chairman Cashman stated the look ties into Pierce Tavern located in Downers Grove and the reclaimed wood connects the two separate restaurants. Chairman Cashman noted he likes the back-lit and halo-lit appearance of the conceptual wall sign and it brings out the warmth of the wood background proposed.

Commissioner Curry asked if the ironwork above the doorway on the right hand side would be altered. Ms. Vlahos confirmed that there are no changes to the existing ironwork and the designer unintentionally left these out of the building renderings.

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 exception of the painting of the brick, the Commission generally expressed support for the project, noting that the proposed changes would be an improvement to the existing conditions. Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code. The proposed planter boxes provide additional landscaping on site (Section 11-604(F)(1)(i)) and will be located within the limits of the property (Section 11-604(F)(1)(d) and (g)).

The proposed light fixtures are of a high quality design and the improvements to the façade did not appear to negatively impact the building, are respectful to the character of the existing historic façade, subject to the brick being left unpainted, and provide an update look while being consistent with the Historic Downtown District (Section 11-605(E)(1) and (2)).

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

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

AYES: Commissioners Curry, Crnovich, Krillenberger, Moore, and Chairman Cashman

NAYS: None ABSTAIN: None

ABSENT: Commissioners Fiascone, Hurley, Jablonski, and 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, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building at for 35 E. First Street in the B-2 Central Business District, subject to the condition that the exterior brick not be painted.

Sianed:

Steve Cashman, Chair Plan Commission Village of Hinsdale

Date:

#### AGENDA ITEM #

#### **REQUEST FOR BOARD ACTION**



**Community Development** 

**AGENDA SECTION:** Second Reading – ZPS

Second Major Adjustment to an Exterior Appearance and Site Plan Review

to allow for changes to the landscape plan and site plan for the two-story

medical office building located at 110 E. Ogden Avenue in the O-2 Limited

Office District - Case A-25-2022

MEETING DATE: October 4, 2022

FROM: Bethany Salmon, Village Planner

#### Motion

SUBJECT:

• Waive the filing deadline for an application – Section11-301(C)(2) of the Zoning Ordinance.

- Waive the required fees for an application Section11-301(D) of the Zoning Ordinance.
- Waive the First Reading for a Major Adjustment to an Exterior Appearance and Site Plan Review
- Approve an Ordinance Approving a Second Major Adjustment to an Exterior Appearance and Site Plan – Dr. VanWormer-Hartman – 110 E. Ogden Avenue

#### Background

On March 16, 2020, by Ordinance No. O2020-07, the Board of Trustees approved an Exterior Appearance and Site Plan allowing for the redevelopment of the existing vacant building located at 110 E. Ogden Avenue in the O-2 Limited Office District. The approved plans consisted of the construction of a second story onto the existing one-story building, the construction of a rear building addition, installation of new landscape bufferyard areas, installation of four (4) parking lot light poles, and parking lot improvements. Ordinance No. O2020-07, included the following conditions of approval:

- <u>Color of Building</u>. The Applicant shall revise the color of the building in the proposed plans reviewed by the Plan Commission from bright white to ivory or another more muted color.
- After Hours Lighting. The Applicant shall dim the parking area lights to security levels during nonbusiness hours.

On May 18, 2021, by Ordinance No. 2021-18, the Village Board approved a Major Adjustment to the Exterior Appearance and Site Plan Review to allow for the following changes to the previously approved building elevations, site plan, and landscape plan:

- Reconfiguration of the sidewalk and landscape beds to the rear (south) of the building
- Removal of the existing sidewalk directly adjacent to the building on the north and east sides
- Removal of the building foundation landscape bed and the construction of access ramps for the two entrances located on the west elevation.
- Substitution or reduction of plant material in the north, south, and east landscape bufferyards, including the removal of one canopy tree in the proposed west bufferyard yard area due to the inability to survive within a small planting bed and proximity to pavement
- Modifications to the approved building elevations, including changes to the roof line, architectural features, building materials, windows, and entrances approved building elevations

Based on the discussion at the Plan Commission on April 14, 2021, the applicant confirmed that the building would not be painted in a bright white color and instead be painted an off-white color.



The building and site are currently under construction.

#### **Project Description**

In August 2021, certain landscaping was removed from the south lot line that impacted the adjacent neighbors. The proposed Second Major Adjustment to an Exterior Appearance and Site Plan Review would allow for changes to the previously approved site plan and landscape plan. The proposed landscape plan provides for modifications within the landscape bed along the rear (south) lot line to provide appropriate screening between the adjacent residential properties, as well as the removal of a partial fence from the Site Plan because a fence was not required in the original approving Ordinance. No changes are proposed to the landscaping on the north, east, and west sides of the site.

The applicant has agreed to install landscaping before the end of the planting season. Landscaping will be installed no later than November 1, 2022.

Parking lot lighting restrictions have been added to the ordinance for the Second Major Adjustment. Lights shields must be installed and be present at all times. All parking lot lights shall be reduced to security levels no later than one half hour after closing and shall be turned on or up from overnight security levels no earlier than a half hour prior to opening.

The draft ordinance and proposed plans are attached for review.

#### **Village Board Review Process**

In accordance with Section 11-604(I) of the Zoning Code, adjustments to fences and screening on a site plan approved by the Board of Trustees shall be approved via the Major Adjustment process.

A Major Adjustment shall be granted only upon application to and approval by the Board of Trustees.

The Board, by ordinance duly adopted, may grant approval for a Major Adjustment without referral to the Plan Commission upon finding that any changes in the site plan as approved will be consistent with the concept and intent of the previously approved site plan.

#### **Discussion & Recommendation**

Due to the time sensitivity with the planting season, this item appears as a Second Reading. A copy of the proposed landscape plan was shared with the neighbors on Friday, October 14.

#### Village Board and/or Committee Action

N/A

#### **Documents Attached**

- 1. Exhibit 1 Application for Exterior Appearance / Site Plan Review Request and Exhibits
- 2. Exhibit 2 Draft Ordinance
- 3. Exhibit 3 Zoning Map and Project Location
- 4. Exhibit 4 Aerial View
- 5. Exhibit 5 Birdseye View
- 6. Exhibit 6 Ordinance No. O2020-07 Exterior Appearance and Site Plan Approved by the Village Board March 16, 2020
- 7. Exhibit 7 Ordinance No. O2021-18 First Major Adjustment to the Exterior Appearance and Site Plan Approved by the Village Board May 18, 2021



#### VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

#### PLAN COMMISSION APPLICATION

#### I. GENERAL INFORMATION

Applicant

Name: PO Box 9332  Address: Naperville, IL 60567  City/Zip: 312 428-9030  Phone/Fax: (	Name: 62 Harris Avenue Address: Clarendon Hills, IL 60514  City/Zip: 815 218-6110 / Phone/Fax: drcara@therapeutic-health.com E-Mail: Cogden, ELO
Others, if any, involved in the project	(i.e. Architect, Attorney, Engineer)
Name:	Name:
Title:	
Address:	
City/Zip:	City/Zip:
Phone/Fax: ()/	Phone/Fax: ()/
E-Mail:	E-Mail:
	the name, address and Village position of any officer or employee ecord, the Applicant or the property that is the subject of this terest)

Owner

#### II. SITE INFORMATION

Property identification number (P.I.N. or tax num	her): 09 _ 01 _ 202 _ 202
Brief description of proposed project:	
Adjustment to landscaping at South property line	
General description or characteristics of the site:	
Building currenlty under construction with active permit	
Existing zoning and land use: O-2	
Surrounding zoning and existing land uses:	
North: R-4	South: R-4
East: 0-2	West: 0-2
Proposed zoning and land use:	
Colympacture A Colympacture Trans	
Please mark the approval(s) you are seeking standards for each approval requested:	and attach all applicable applications and
	☐ Map and Text Amendments 11-601E
standards for each approval requested:	☐ Map and Text Amendments 11-601E
standards for each approval requested:  Site Plan Approval 11-604	☐ Map and Text Amendments 11-601E Amendment Requested:
standards for each approval requested:  Site Plan Approval 11-604  Design Review Permit 11-605E	☐ Map and Text Amendments 11-601E

#### TABLE OF COMPLIANCE

Address of subject property	178 E Dagen Avenue		
The following table is based	on the D2	Zoning District	

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	25,000 SF	21.602/21.602 SF
Minimum Lot Depth	125'	236.28'/236.28'
Minimum Lot Width	100'	79'/79'
Building Height	30'	30'-0" /12'-8"
Number of Stories	3	2/1
Front Yard Setback	100' From Center of Ogden	71.71 / 71.71
Corner Side Yard Setback	N/A	N/A / N/A
Interior Side Yard Setback	10"	3.17 / 3.17
Rear Yard Setback	20'-0"	103'-3"/125'-5"
Maximum Floor Area Ratio (F.A.R.)*	.50=10,801 SF	.32= 6897SF/.13=2869SF
Maximum Total Building Coverage*	N/R	.17=3690SF/.13=2869SF
Maximum Total Lot Coverage*	80=17,282 SF	.78=16,851sf/.87=18,644sf
Parking Requirements	1/175 Net SF, 5.255 Net SF, 30 Spaces	30 Spaces/15 Spaces
Parking front yard setback	100' to Center of Ogden	69.3'/56'
Parking corner side yard setback	N/A	N/A / N/A
Parking interior side yard setback	10'	0'/0'
Parking rear yard setback	10'	10' / 10'
Loading Requirements	N/R	N/R / N/R
Accessory Structure Information	N/A	N/A / N/A

Must provide actual square footage number and percentage

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance. The lack of compliance in the account of both the paper of the paper of the lack of compliance.

and expired passed areas. Search on our miles reviewe of these plans and proposed improvements with the initials staff. If was controlled that from of the non-composens easier areas on a cause or

result the proposal improvement. The non-compliance stouches the front and reas value busing settless, and see your parring settless.

#### CERTIFICATION

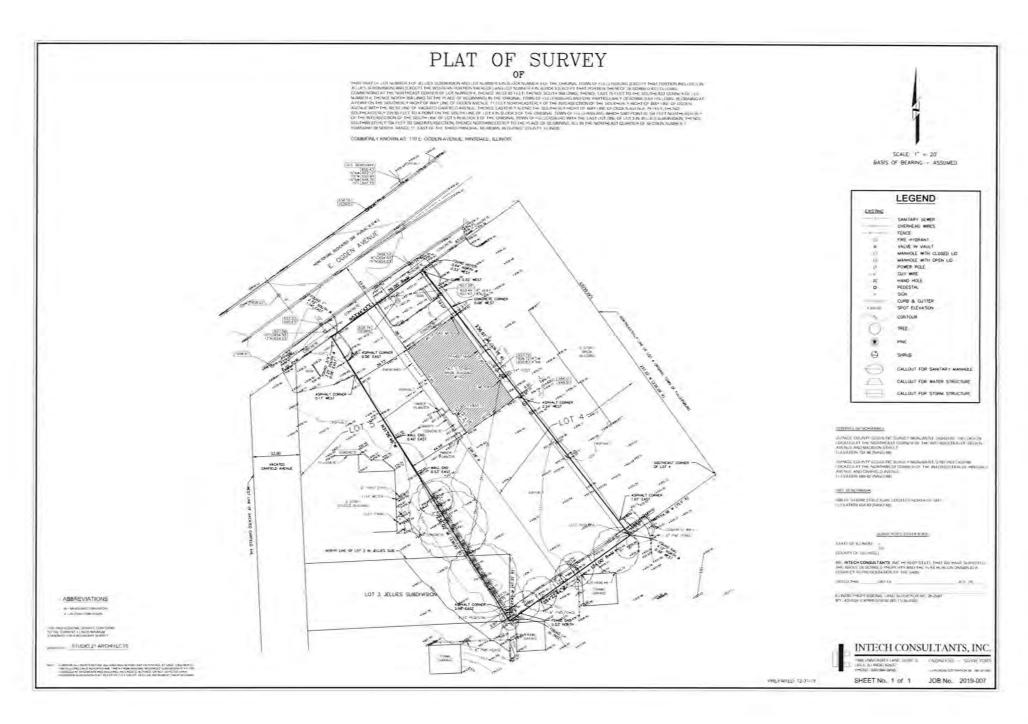
The Applicant certifies and acknowledges and agrees that:

- 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:
    - 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.
    - 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.
    - 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.
    - A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
    - 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.

the 14 <sup>717</sup> , day of OCTOBER, 20:	22, I/We have read the above certification, understand it, and
Signature of applicant or authorized agent	Signature of applicant or authorized agent
MICHAEL ZALAD	orgination applicant or authorized agent
Name of applicant or authorized agent	Name of applicant or authorized agent
BSCRIBED AND SWORN efore me this LA Hay of	Weell War

KATHERINE L GREGOR 4
NOTARY PUBLIC, STATE OF ILLINOIS
COOK COUNTY

Y COMMISSION EXPIRES 04/27/2026



110 E Ogden - Legal Description

THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 3 OF THE ORIGINAL TOWN OF FULLERSBURG (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 3 (EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT NUMBER 4; THENCE WEST 83 FEET; THENCE SOUTH 358 LINKS; THENCE EAST 75 FEET TO THE SOUTHEAST CORNER OF LOT NUMBER 4; THENCE NORTH 358 LINKS TO THE PLACE OF BEGINNING) IN THE ORIGINAL TOWN OF FULLERSBURG AND ORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE WITH THE WEST LINE OF VACATED GARFIELD AVENUE; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF OGDEN AVENUE 70 FEET; THENCE SOUTHEASTERLY 235.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 4 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG; WHICH SAID POINT IS 104 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTH LINE OF LOT 5 IN BLOCK 3 OF THE ORIGINAL TOWN OF FULLERSBURG WITH THE EAST LOT LINE OF LOT 3 IN JELLIES SUBDIVISION; THENCE SOUTHWESTERLY 104 FEET TO SAID INTERSECTION; THENCE NORTHWESTERLY TO THE PLACE OF BEGINNING, ALL IN THE NORTHEAST QUARTER OF SECTION NUMBER 1. TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 110 E. OGDEN AVENUE, HINSDALE, ILLINOIS



## DEPARTMENT EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 110 E OCOEN

#### **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.
- Materials. The quality of materials and their relationship to those in existing adjacent structures.
- General design. The quality of the design in general and its relationship to the overall character of neighborhood.

4. General site development. The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

ADDING MAXIMUM HEIGHT COUTH PROPERTY BUFFER

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

- 8. Rhythm of solids to voids in front facades. The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
- Rhythm of spacing and buildings on streets. The relationship of a building or structure to the
  open space between it and adjoining buildings or structures shall be visually compatible with
  the buildings, public ways, and places to which it is visually related.
- 10. Rhythm of entrance porch and other projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
- 11. Relationship of materials and texture. The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

- 12. Roof shapes. The roof shape of a building shall be visually compatible with the buildings to which it is visually related.
- 13. Walls of continuity. Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

  LINE OF ARBOLVITHE CONTINUAS 86'

  SET 4' ON CEMTEN TO CREETE WALL ON FEME APPENDENCE.
- 14. Scale of building. The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.
- 15. Directional expression of front elevation. The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.
- 16. Special consideration for existing buildings. For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

#### REVIEW CRITERIA - Site Plan Review

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

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

- 1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable. ZONING CODE REQUIRED FEACE. REPLACED WITH ARBORNITHE TO CREME SOME GOAL.
- 2. The proposed site plan interferes with easements and rights-of-way.
- The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes
  with the enjoyment of significant natural, topographical, or physical features of the site.
- 4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property. IMPROVES ONILIMIC SHONEN PROPERTY.

  LINE TO SOUTH
- 5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
- 6. The screening of the site does not provide adequate shielding from or for nearby uses.

ADORN 15' HIGH SCREENING TO RESIDENTISC NEIGHBURS

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

PLONTINGS POR EXCRED STONDOOD

- 8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
- 9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

  RIVER ROCK CORNER PLANTIMES TO HOLD WATER DURING HEAVY RAIN EVENTS

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

PROJECT 19

(21) - 15' EMERALD GREEN ARBORVITAE (2) 9' DOUGIAS FIR 10.9 10'-0" SIDE YARD SETBACK NOTE: THE DISTING FRONT 4 EAST SUR WALK HAVE BEEN REMOVED RIVEL ROCK 37-G 1/4\* TO FRONT PROPERTYUM AS NOTED APPROVED 71.0 1/2" TO CENTERLINE OF OGDEN AVENUE PLON PACE 5 OF 10'-0" SIDE VARD SETBACK

#### SITE PLAN FOR 110 EAST OGDEN AVENUE

SCALE 1/8"=1'-0"

BUILDING WITH ADDITION BUILDING HEIGHT BUILDING STORIES

FAR (NET) 5,225/SITE LOT COVERAGE 6,897 square feet

5,263 net square feet

30' 0" 2 STORIES

6,897 SF / 21,602 SF = 0.319 5,225 SF / 21,602 SF = 0.242 16,851 SF / 21,602 SF = 0.780 \* NO CHONCES TO PLANTING BEDS

AROUAD THE BUILDING OR WEST OF THE BUILDING

10-14-2022

#### **VILLAGE OF HINSDALE**

ORDINANCE NO.	

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

WHEREAS, the Board of Trustees of the Village of Hinsdale has previously, through adoption of Ordinance No. O2020-7 on March 16, 2020 (the "Original Ordinance"), given Exterior Appearance and Site Plan approval for the expansion and redevelopment of an existing building and related exterior and landscaping work at 110 E. Ogden Avenue (the "Subject Property"), as requested by property owner Dr. Cara VanWormer-Hartman (the "Applicant"). The previously approved plans allowed for the construction of a second story onto the existing one-story building, construction of a rear building addition, and improvements to the façade, parking lot, and site landscaping on the Subject Property; and

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

WHEREAS, the Board of Trustees subsequently approved Ordinance No. O2021-18 on May 18, 2021 (the "First Major Adjustment Ordinance"), which approved a major adjustment to the approved Exterior Appearance and Site Plan. Specifically, the First Major Adjustment Ordinance approved major and minor changes to the Exterior Appearance Plan, Site Plan, and Landscape Plan; and

WHEREAS, Dr. Cara VanWormer-Hartman (the "Applicant") has now submitted an application (the "Application") seeking a further major adjustment to the landscaping and screening plans approved by the First Major Adjustment Ordinance. The proposed modifications include a revised Landscape Plan and modifications to existing approved plans to remove a partial fence along the rear lot line (collectively, the "Second Major Adjustment"), all as explained herein and depicted in the revised plans attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered all of the materials, facts and circumstances affecting the proposed Second Major Adjustment, and find the Second Major Adjustment to be in substantial conformity with the previously approved plans, and that the standards set forth in Section 11-604(F) and Section 11-605(E) of the Village of Hinsdale Zoning Code ("Zoning Code") relating to major adjustments to Exterior Appearance and Site Plans are satisfied, subject to the conditions stated in this Ordinance.

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

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

**SECTION 2:** Approval of Certain Procedural Waivers and of a Second Major Adjustment. The Board of Trustees, in deference to the impending end of the planting season, hereby waives the filing deadline for an application in Section 11-301(C)(2) of the Zoning Code, the payment of required fees for an application in Section 11-301(D) of the Zoning Code, and first reading of this Ordinance. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves the Second Major Adjustment to the previously approved Site Plan and Exterior Appearance Plan for the Subject Property at 110 E. Ogden Avenue in the form of a revised Landscape Plan and modifications to existing approved plans to remove a partial fence along the rear lot line, all as depicted in the revised plans attached hereto as Exhibit B (the "Approved Plans") and made a part hereof. Said Second Major Adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance, including the additional condition regarding timing of parking lot lighting. The previously approved Exterior Appearance Plans and Site Plans, including the Landscape Plan previously approved by Ordinance No. O2020-007, as modified by the First Major Adjustment Ordinance No. O2021-18, are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

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

- A. <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>, and previously approved plans, as adjusted by the Approved Plans.
- B. <u>Compliance with Codes, Ordinances, and Regulations.</u> Except as specifically set forth in this Ordinance, the First Major Adjustment Ordinance and the Original Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. <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>Parking Lot Lighting</u>. Lights shields must be installed and be present at all times. All parking lot lights shall be reduced to security levels no later than one half hour after closing. Parking lot lights shall be turned on or

up from overnight security levels no earlier than a half hour prior to opening.

**SECTION 4**: <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 5**: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

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

536693\_2 3

ADOPTED this roll call vote as follows:	_ day of		<b>,</b>	2022, pu	rsuan	t to a
AYES:						
NAYS:						
ABSENT:					-	
APPROVED by me tattested to by the Village Cler		of	-	,	2022,	and
ATTEST:	Thomas K. Ca	auley, Jr.	, Village	President		
ATTEST.						
Christine M. Bruton, Village C	lerk					
ACKNOWLEDGEMENT AN CONDITIONS OF THIS ORD		BY TH	HE APF	PLICANT	ТО	THE
By:						
Its:						
Date:	, 2022					

536693\_2

## **EXHIBIT A**

## LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

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

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

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

## **EXHIBIT B**

# APPROVED REVISED EXTERIOR APPEARANCE AND SITE PLANS, INCLUDING A REVISED LANDSCAPE PLAN

(ATTACHED)

PROJECT 19

(21) - 15' EMERALD GREEN ARBORVITAE (2) 9' DOUGIBS FIR 10.9 10'-0" SIDE YARD SETBACK NOTE: THE DISTING FRONT 4 EAST SUR WALK HAVE BEEN REMOVED RIVEL ROCK 37-G 1/4\* TO FRONT PROPERTYUM AS NOTED APPROVED 71.0 1/2" TO CENTERLINE OF OGDEN AVENUE PLON PACE 5 OF 10'-0" SIDE VARD SETBACK

## SITE PLAN FOR 110 EAST OGDEN AVENUE

SCALE 1/8"=1'-0"

BUILDING WITH ADDITION BUILDING HEIGHT BUILDING STORIES

FAR (NET) 5,225/SITE LOT COVERAGE 6,897 square feet

5,263 net square feet

30' 0" 2 STORIES

6,897 SF / 21,602 SF = 0.319 5,225 SF / 21,602 SF = 0.242 16,851 SF / 21,602 SF = 0.780 \* NO CHONCES TO PLANTING BEDS

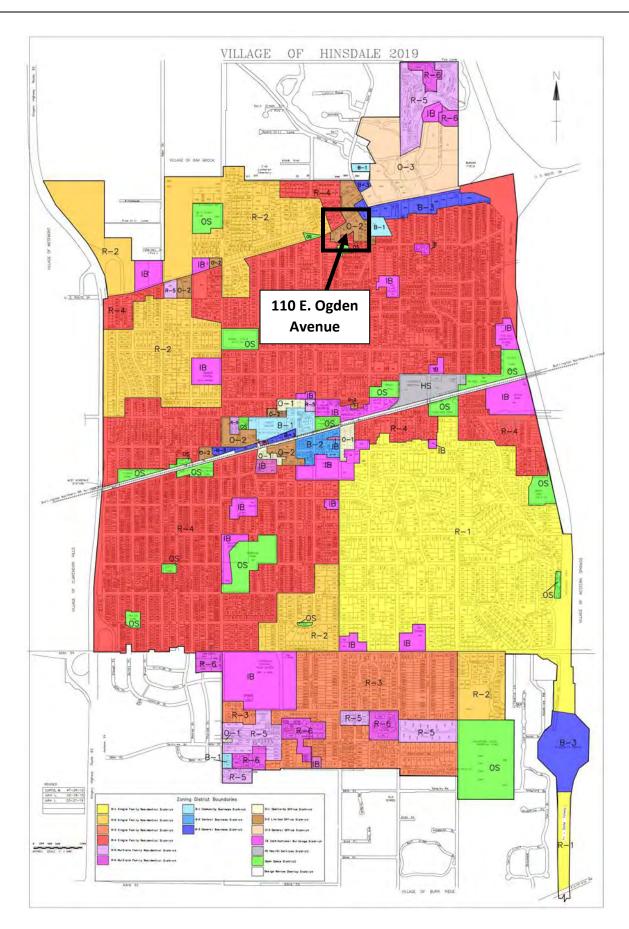
AROUAD THE BUILDING OR WEST OF THE BUILDING

10-14-2022

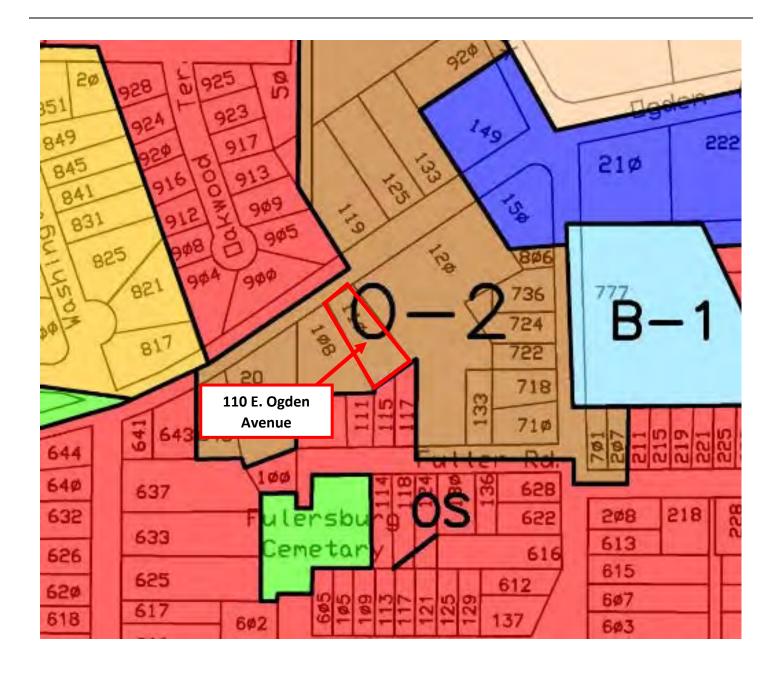
STATE OF ILLINOIS ) COUNTY OF DUPAGE ) SS COUNTY OF COOK )			
CLERK'S CERTIFICATE			
I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:			
ORDINANCE NO			
AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT TO AN EXTERIOR APPEARANCE AND SITE PLAN – DR. VANWORMER-HARTMAN - 110 E. OGDEN AVENUE			
which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the day of, 2022, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the day of, 2022.			
I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:			
AYES:			
NAYS:			
ABSENT:			
I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.			
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this day of, 2022.			

Village Clerk

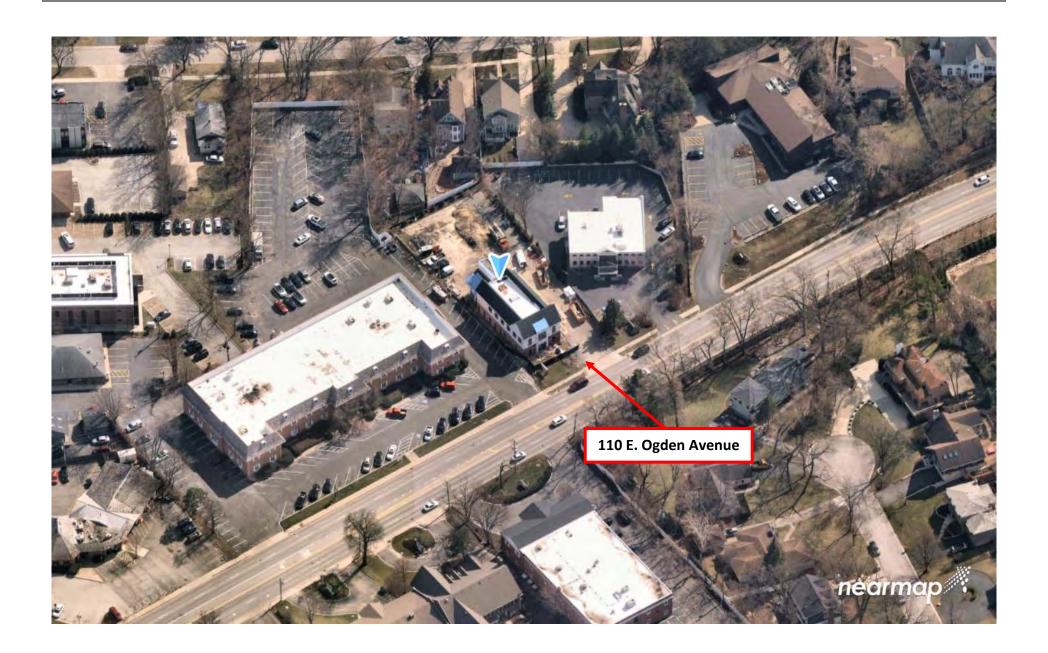
[SEAL]



## Village of Hinsdale Zoning Map and Project Location







## VILLAGE OF HINSDALE

## ORDINANCE NO. 02020-07

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

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

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

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

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

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

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

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

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

SECTION 2: Approval of Exterior Appearance and Site Plans. The Board of Trustees adopts the Findings and Recommendation of the Plan Commission, with the exception of the Commission's recommended condition regarding the extension of the fence along the rear property line. The Board of Trustees find that the fence extension condition proposed by the Commission is unnecessary, as the tightly planted row of arborvitaes along the rear lot line as shown on the Applicant's landscape plan are sufficient for visual separation and act as a deterrent from people passing through to the properties to the south. With that change, the Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as Exhibit B (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

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

- A. <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 **Exhibit B**.
- 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>Color of Building</u>. The Applicant shall revise the color of the building in the proposed plans reviewed by the Plan Commission from bright white to ivory or another more muted color.
- E. <u>After Hours Lighting</u>. The Applicant shall dim the parking area lights to security levels during non-business hours.

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

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

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

ADOPTED this <u>16th</u> day of <u>March</u> , 2020, pursuant to a roll call vote as follows:
AYES:Trustees Posthuma, Stifflear, Hughes, Byrnes
NAYS: None
ABSENT:Trustees Banke and Haarlow
APPROVED by me this <u>16th</u> day of <u>March</u> , 2020, and attested to by the Village Clerk this same day.
Thomas K. Cauley, Jr., Village President
ATTEST: Buton
Christine M. Bruton, Village Clerk
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:
By: Cal
Its: own
Date: March 16, 2020

## EXHIBIT A

## LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

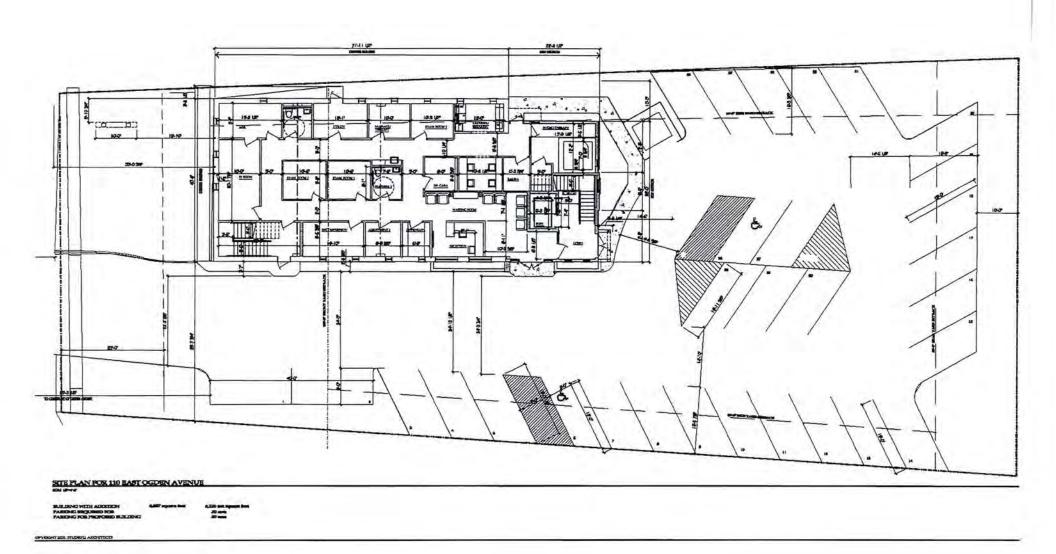
THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 3 OF THE ORIGINAL TOWN OF FULLERSBURGE (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 3 THAT PORTION THEREOF DESCRIBED AS COMMENCING AT THE NORTHEAST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

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

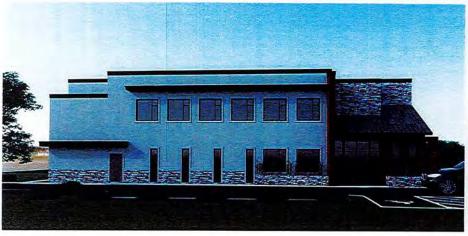
COMMONLY KNOWN AS: 110 E. OGDEN AVENUE, HINSDALE, IL 60521

## **EXHIBIT B**

# APPROVED EXTERIOR APPEARANCE AND SITE PLANS (ATTACHED)

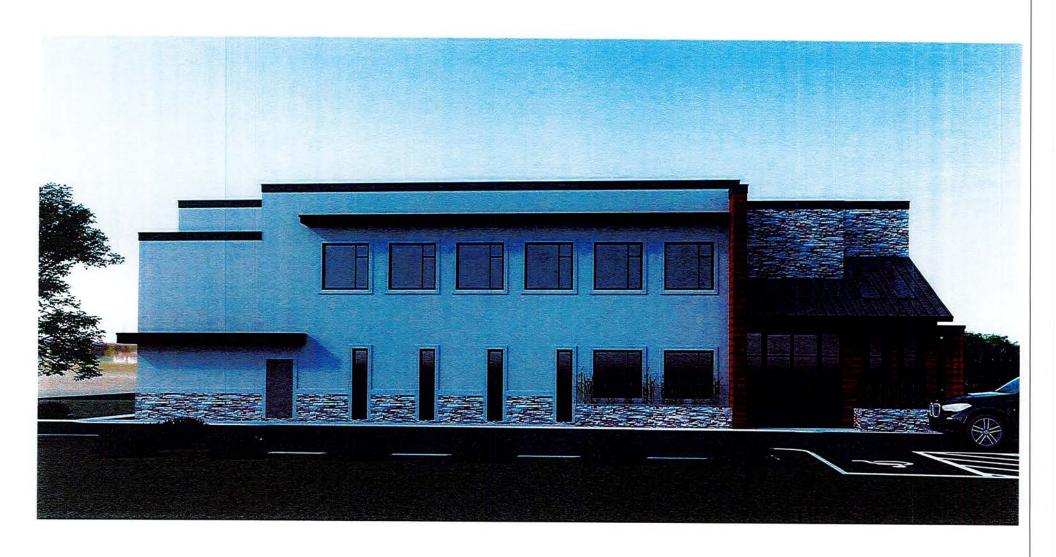




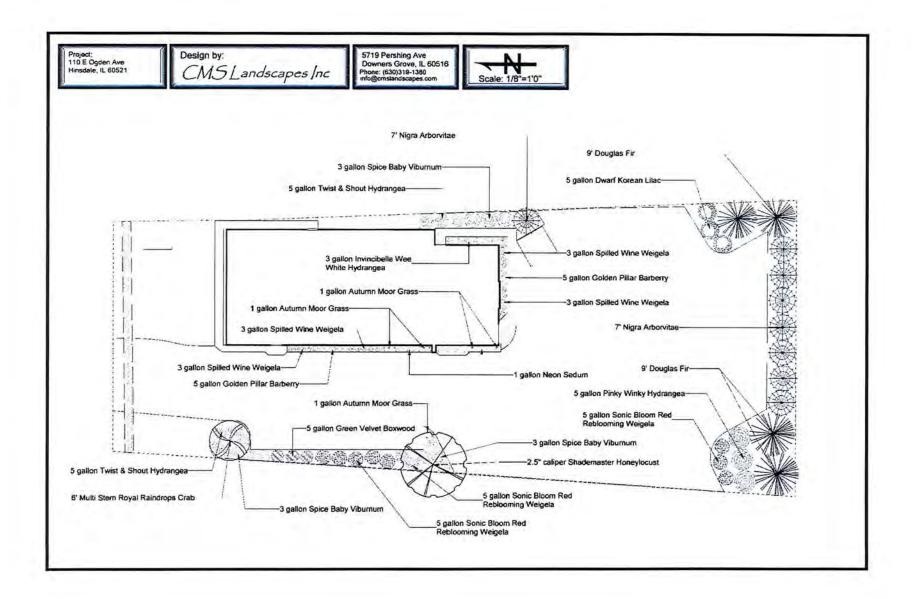


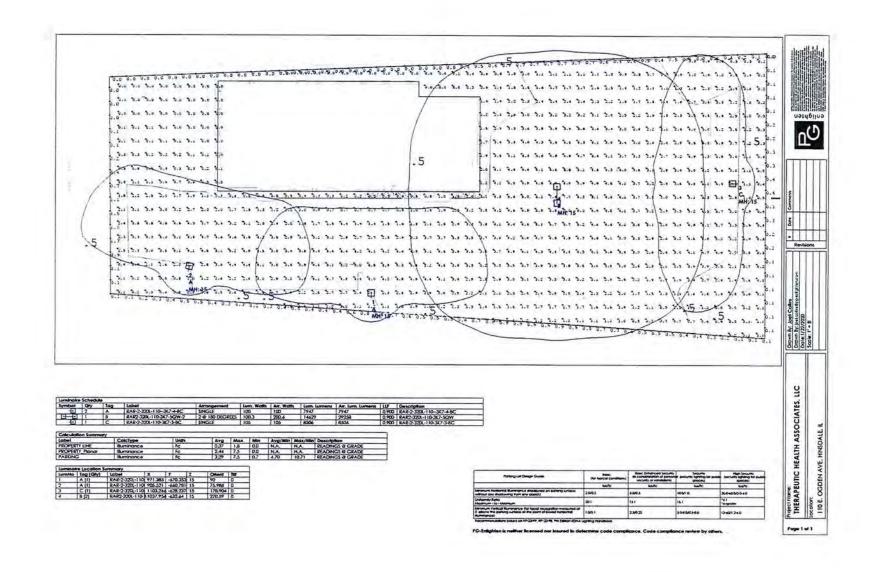












	Author Labora
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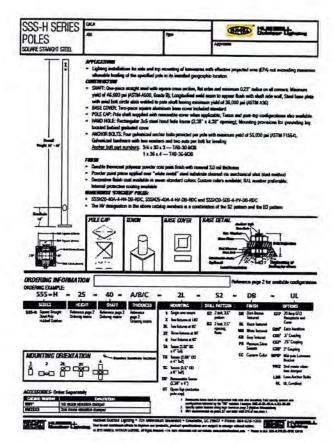
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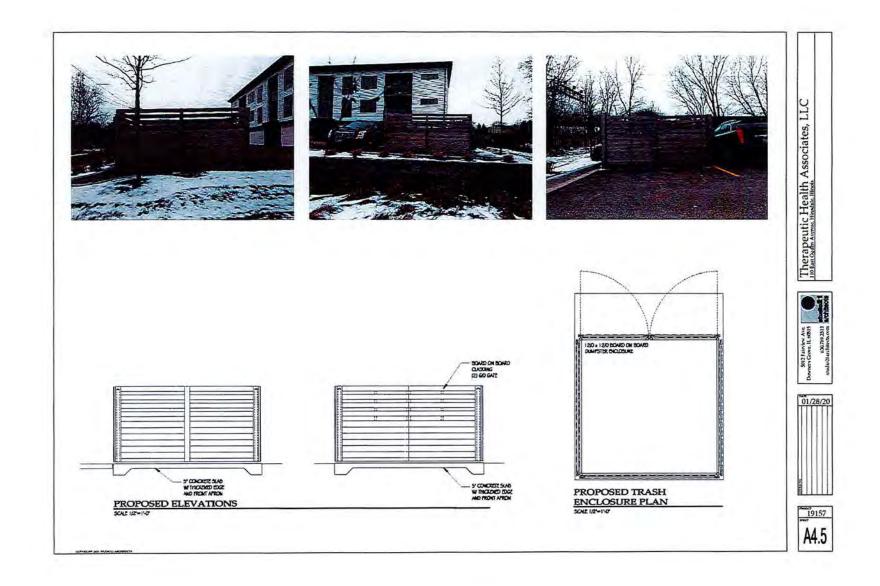
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## **EXHIBIT C**

# FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION (ATTACHED)

## HINSDALE PLAN COMMISSION

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

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

DATE OF PLAN COMMISSION (PC) REVIEW:

February 12, 2020

DATE OF BOARD OF TRUSTEES 1ST READING:

March 3, 2020

## FINDINGS AND RECOMMENDATION

### I. FINDINGS

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

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

### H. RECOMMENDATIONS

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

THE HINSDALE PLAN COMMISSION BY:

Canmy J. Canmy Dated this 11 th day of March

## VILLAGE OF HINSDALE

## ORDINANCE NO. 02021-18

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

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

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

WHEREAS, Dr. Cara VanWormer-Hartman (the "Applicant") has submitted an application (the "Application") seeking a major adjustment to the exterior appearance and site plan approvals given in the Original Ordinance. The applicant is proposing major changes to the previously approved building elevations and minor changes to the site plan, and landscape plan for the Subject Property and two-story medical office building located on the Property, including alterations to the roof line, architectural features, building materials, windows, and entrances, all as depicted in the revised plans attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended. The Application was considered by the Plan Commission at a public meeting held on April 14, 2021. After considering all of the matters related to the Application, the Plan Commission, on a vote of eight (8) in favor, zero (0) against, and one (1) absent, to recommend approval by the Board of Trustees of the revised plans, subject to the condition that the Applicant provide additional information on the proposed building color for the Village Board to review. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as <a href="Exhibit C">Exhibit C</a> and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered all of the materials, facts and circumstances affecting the Application, and have received the additional information on the proposed building color per the condition recommended by the Plan Commission, and find the Application to be in substantial conformity with conformity with the previously approved plans, and that the standards set forth in Section 11-604(F) and Section 11-605(E) of the Zoning Code relating to major adjustments to exterior appearance and site plans are satisfied, subject to the conditions stated in this Ordinance.

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

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

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

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

- A. <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>, and previously approved plans, as adjusted by the Approved Plans.
- B. <u>Compliance with Codes, Ordinances, and Regulations</u>. Except as specifically set forth in this Ordinance and the Original Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. <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.

**SECTION 4:** <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 5**: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

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

ADOPTED this <u>18th</u> day of <u>May</u> , 2021, pursuroll call vote as follows:	ant to a
AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrne	s, Banke
NAYS: None	
ABSENT: None	
APPROVED by me this, 202 attested to by the Village Clerk this same day.	21, and
Thomas K. Cauley, Jr., Village President	
ATTEST:	
Buloo	
Christine M. Bruton, Village Clerk	
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO CONDITIONS OF THIS ORDINANCE:	O THE
ву:	
Its: During	
Date: 5 12 2 1 , 2021	

## **EXHIBIT A**

## LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

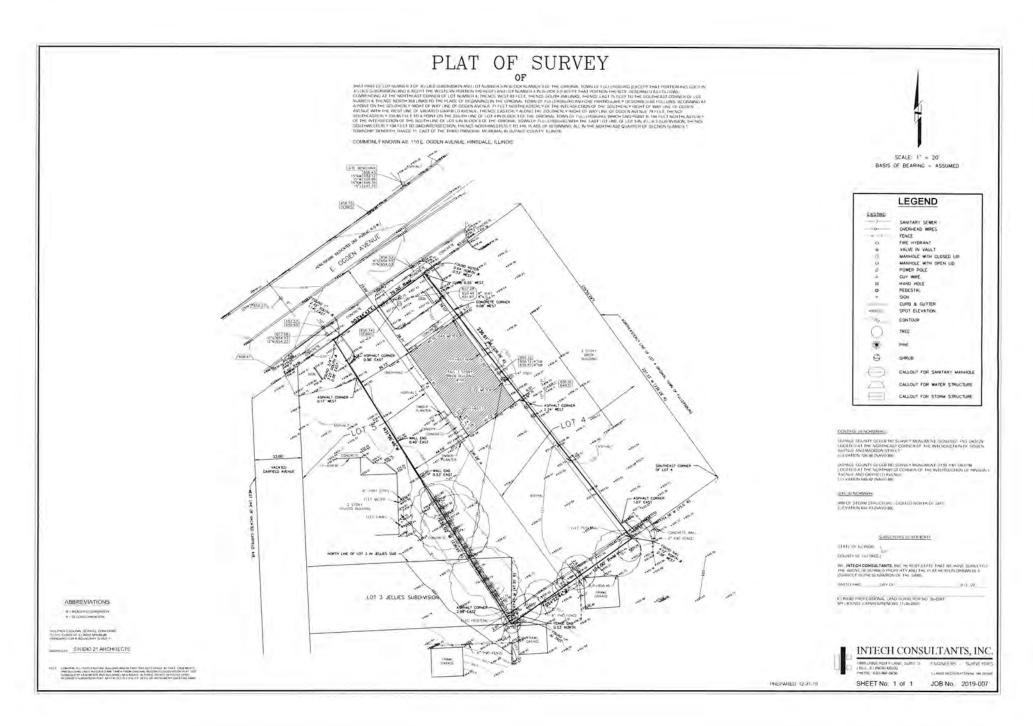
THAT PART OF LOT NUMBER 3 OF JELLIES SUBDIVISION AND LOT NUMBER 5 IN BLOCK NUMBER 3 OF THE ORIGINAL TOWN OF FULLERSBURGE (EXCEPT THAT PORTION INCLUDED IN JELLIES SUBDIVISION) AND (EXCEPT THE WESTERN PORTION THEREOF) AND LOT NUMBER 4 IN BLOCK 3 (EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: COMMENCING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

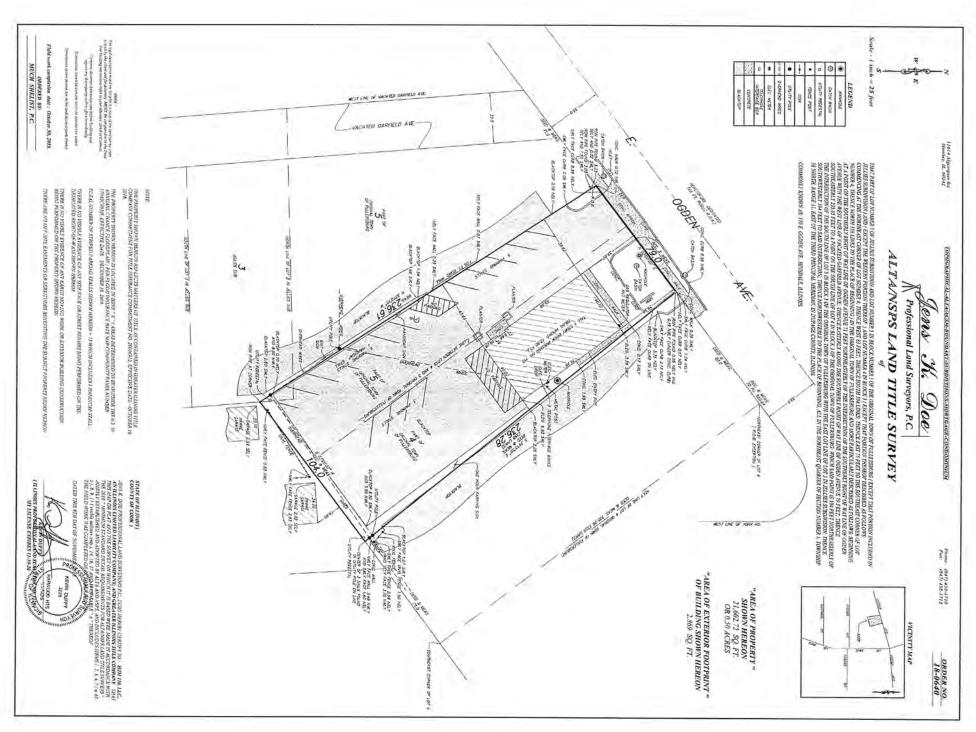
P.I.N.: 09-01-202-202-0000

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

## **EXHIBIT B**

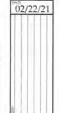
# APPROVED REVISED EXTERIOR APPEARANCE AND SITE PLANS (ATTACHED)



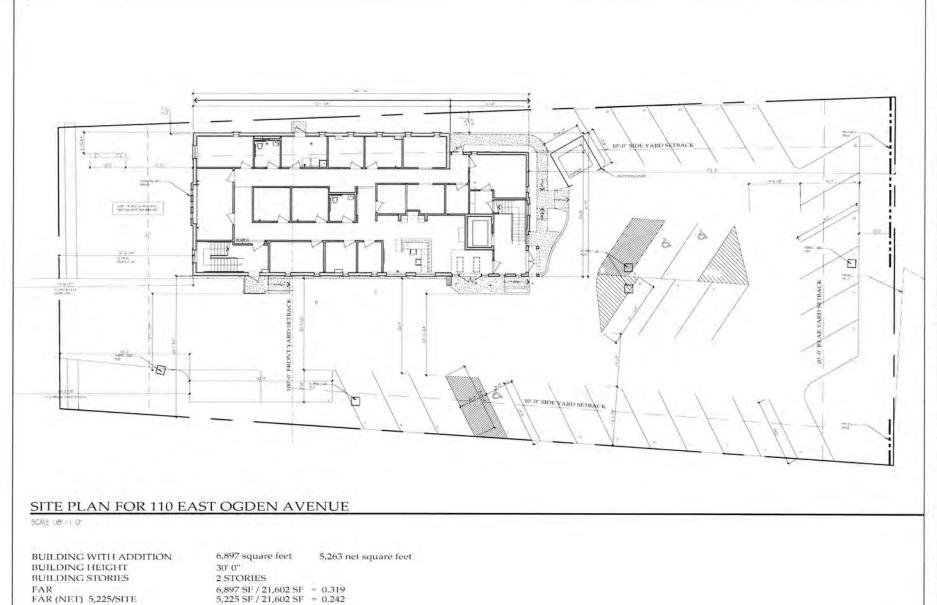












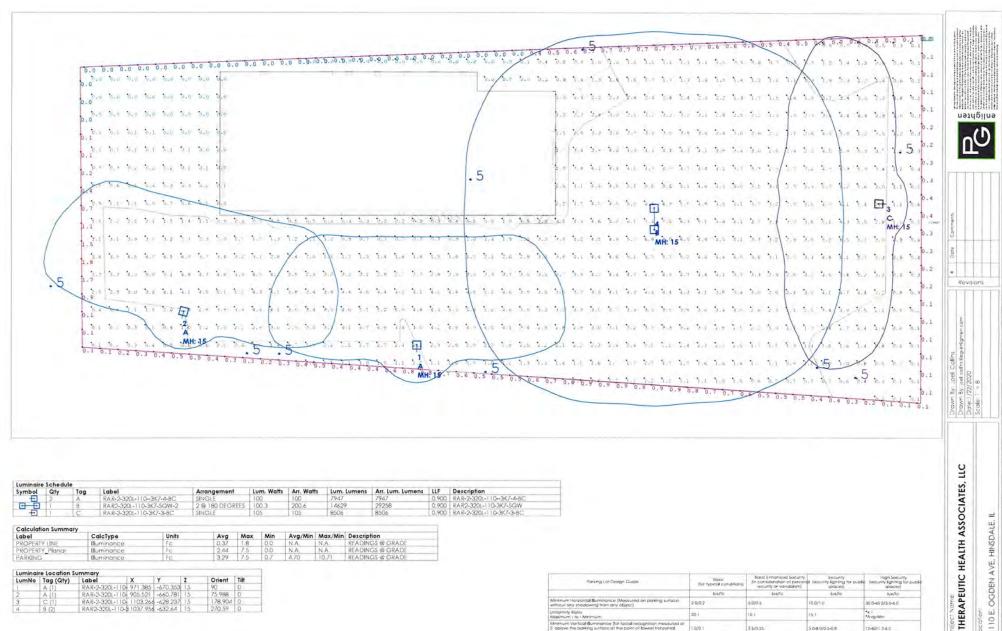
FAR (NET) 5,225/SITE

16,851 SF / 21,602 SF = 0.780

LOT COVERAGE

5719 Pershing Ave Downers Grove, IL 60516 Phone: (630)319-1380 info@cmslandscapes.com Project: 110 E Ogden Ave Hinsdale, IL 60521 CMS Landscapes Inc Scale: 1/8"=1'0" 7' Nigra Arborvitae-5 gallon Quick Fire Hydrangea-9' Douglas Fir-3 gallon Spice Baby Viburnum-5 gallon Dwarf Korean Lilac-5 gallon Quick Fire Hydrangea-1 gallon White Feather Reed Grass 1 gallon Palace Purple Corabells-1 gallon Fragrant Bouque Hosta 3 gallon Spilled Wine Weigela-5 gallon Golden Pillar Barberry--30" Green Mountain Boxwood -3 gallon Spilled Wine Weigela 7' Nigra Arborvitae 9' Douglas Fir-1 gallon Neon Sedum-5 gallon Twist & Shout Hydrangea 5 gallon Pinky Winky Hydrangea-5 gallon Green Velvet Boxwood 1 gallon White Feather Reed Grass 6' Multi Stem Royal\_ Raindrops Crab -5 gallon Dwarf Korean Lilac

-3 gallon Spice Baby Viburnum



Lumingire Schedule										
Symbol	Qty	Tag	Label	Arrangement	Lum. Watts	Arr. Watts	Lum. Lumens	Arr. Lum. Lumens	LLF	Description
Ð	2	A.	RAR-2-320L-1103K7-4-BC	SINGLE	100	100	7947	7947	0.900	RAR-2-3201-T103K7-4-BC
0	1	В	RAR2-320L-110-3K7-5QW-2	2 @ 180 DEGREES	100.3	200.6	14629	29258	0.900	RAR2-320L-110-3K7-5QW
F	1	C	RAR-2-320L-110-3K7-3-BC	SINGLE	105	105	8506	8506	0,900	RAR-2-320L-110-3K7-3-BC

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
PROPERTY LINE	Illuminance	FC	0.37	1.8	0.0	N.A.	N.A.	READINGS @ GRADE
PROPERTY_Planar	Illuminance	PC:	2.44	7.5	0.0	N.A.	N.A.	READINGS @ GRADE
PARKING	Illuminance.	Ec.	3.20	7.5	0.7	A 70	10.71	READINGS & GRADE

Luminai	Luminaire Location Summary							
LumNo	Tag (Qty)	Label	X	Y	Z	Orient	Tillt	
1	A (1)	RAR-2-320L-110-	971.385	-670.353	15	90	0	
2	A (1)	RAR-2-320L-1104	905.521	+660.781	15	75.988	0	
3	C(1)	RAR-2-320L-110-	1103.266	-628.237	15	178,904	0	
4	B (2)	RAR2-320L+110-3	1037.956	-632.64	15	270.59	0	

Parsing Lot Design Guide	flor typical conditions)	Basic Enhanced Security (in consideration of personal security or variablem)	Security (security lighting for public spaces)	High Security (security lighting for public spaces)
	lux/tc	Bus/Yo	lux/tc	fui/fc
Minimum Horizontal Burninance (Measured on parking surface without any shadowing from any object)	20/0.2	50/05	10.0/1.0	30 0-60 0/3 0-6 0
uniformity Ratio Maximum - to - Minimum	20:1	15:1	(5.1	*4.( *Avg-Mri
Minimum Vertical Burninance (for facial recognition measured at 5' above the parking surface at the point of lowest horizontal Burninance)	(.0/0.)	2 5/0 25	5.0-6.0/0.5-0.8	12-60/1 2-6 0

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

57

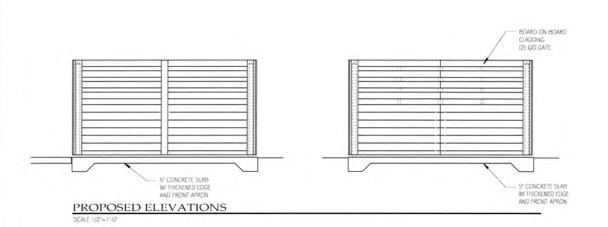
Page 1 of 1

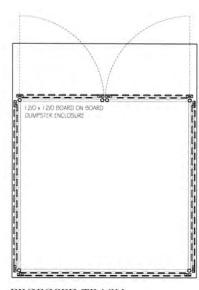
110 E. OGDEN AVE, HINSDALE, IL









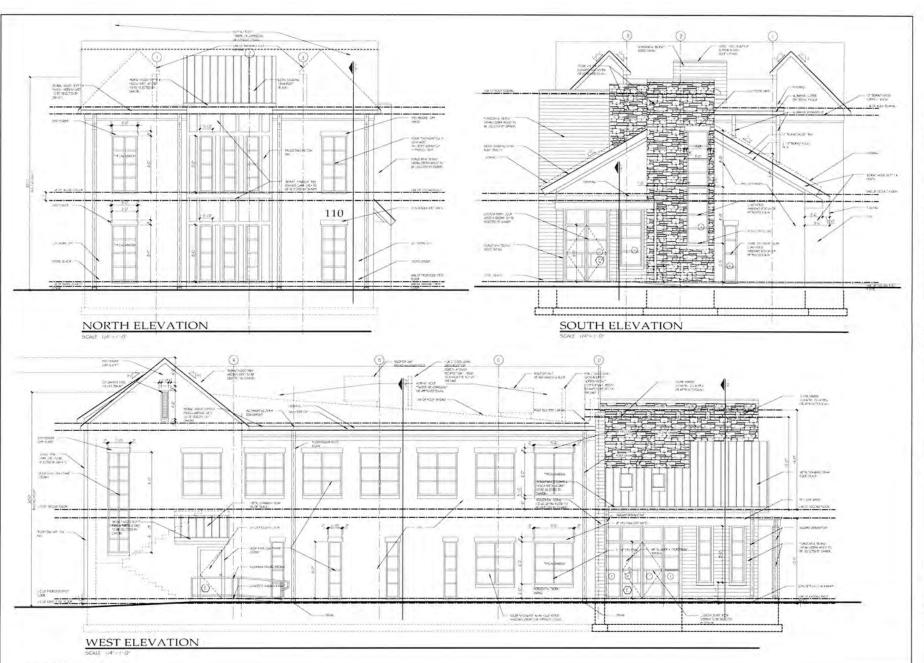




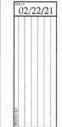




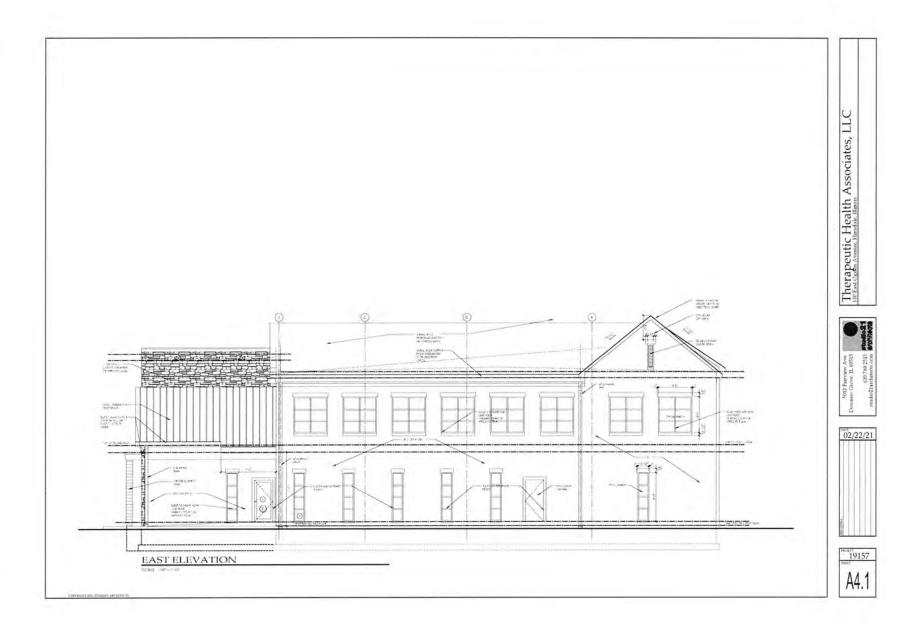








19157 MREF A4.0



DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

# **RATIO Series**

AREA/SITE LIGHTER

#### **FEATURES**

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



IP66





#### RELATED PRODUCTS

8 Airo

8 Cimarron LED

8 Ratio Family

#### CONTROL TECHNOLOGY



#### **SPECIFICATIONS**

#### CONSTRUCTION

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

#### OPTICS

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

#### INSTALLATION

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

#### ELECTRICAL

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

#### CONTROLS

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

#### CONTROLS (CONT'D)

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

#### CERTIFICATIONS

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

#### WARRANTY

- · 5 year limited warranty
- See <u>HLI Standard Warranty</u> for additional information

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





## RATIO SERIES

AREA/SITE LIGHTER

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

#### **ORDERING GUIDE**

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

#### ORDERING INFORMATION

Series		# LEDs - Wattage	CCT/CRI	Distribution	Optics Rotation	Voltage
RAR1	Ratio Area Size 1	80L-25     25W - 3,000 Lumens       80L-50     50W - 6,000 Lumens       160L-70     70W - 9,000 Lumens       160L-100     100W - 12,000 Lumens	3K7 3000K, 70 CRI 4K7 4000K, 70 CRI 5K7 5000K, 70 CRI	2 IES TYPE II 3 IES TYPE III 4W IES TYPE IV 50W IES TYPE V	Blank for no rotation  L Optic rotation left  R Optic rotation right	UNV         Universal 120-2770           120         120V           208         208V           240         240V
AR2	Ratio Area Size 2	320L-110 110W - 15,000 Lumens 320L-140 140W - 18,000 Lumens 320L-165 165W - 21,000 Lumens 480L-185 185W - 24,000 Lumens 480L-210 210W - 27,000 Lumens 480L-240 240W - 30,000 Lumens				277 277V 347 347V 480 480V

#### ORDERING INFORMATION CONTINUED

Mounti	ng	Cole	or	Control Optio	ns Network	Opti	ons
ASQU ASQU Mounti A_	Arm mount for square pole/flat surface Universal arm mount for square pole/flat surface  In Round Poles  Arm mount for round pole	BL DB GT GYS PS	Platinum silver smooth	NXWE NXSPW_F NXSP_F	NX Wireless Enabled (module + radio) NX Wireless, PIR Occ. Sensor, Daylight Harvesting <sup>2</sup> NX, PIR Occ. Sensor, Daylight Harvesting <sup>2</sup>	BC CD F TB 2PF	Backlight control Continuous dimming Fusing (must specify voltage Terminal block 2 power feed with 2 drivers
A_U	Universal arm mount for round pole	CC	White textured Custom color	Control Optio	ns Other Programmable occupancy		
Mounti WB	ng Other  Wall bracket			7PR 7PR-SC	sensor* 7-Pin twist lock receptacle 7-Pin receptacle with shorting		
MAF K	Mast arm fitter for 2-3/8* OD horizontal arm			7PR-MD40F	cap Low voltage sensor for 7PR		

#### Notes:

- 1 Replace "\_" with "3" for 3.5"-4.13" QD pole, "4" for 4.18"-5.25" DD pole, "5" for 5.5"-6.5" QD pole
- 2 Replace "\_" with "14" for up to 14" mounting height, "30F" for 15-30" mounting neight
- 3 Not available with 80 LED versions
- 4 At least one SCPREMOTE required to program SCP motion sensor

#### STOCK ORDERING INFORMATION

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





DATE:	LOCATION:	
TYPE:	PROJECT:	
CATALOG #:		

#### OPTIONS AND ACCESSORIES - STOCK (ORDERED SEPARATELY)

Catalog Number	Description				
RARRPA3DB	Round pole adapter 3.5" to 4.13" for ASQ arm, 3.5" to 4.13" OD pole, dark gronze finish				
RARASUDB	Universal mount for square pole or round pole 3.5° to 4.13°, dark pronze finish				
RARBC80L	Ratio blacklight control 80L				
RARBC160L	Ratio blacklight control 160L				
RARBC320L	Ratio blacklight control 320L				
RARBC480L	Ratio blacklight control 480L				

#### ACCESSORIES AND REPLACEMENT PARTS - MADE TO ORDER

Catalog Number	Description
RAR-ASQU-XX	Universal arm mount for square pole/fiat surface <sup>2</sup>
RAR-A_U-XX	Universal arm mount for round poles <sup>12</sup>
RAR-RPAXX	Round pole adapter <sup>1,2</sup>
SETAVP-XX	4" square pole top tenon adapter, 2 3/8" OD slipfitter <sup>2</sup>
RETAVP-XX	4" round pole top tenon adapter, 2 3/8" OD slightter for max. Four fixtures (900), order 4" round pole adapters separately <sup>2</sup>
BIRD-SPIKE-3	Ratio size 1 bird deterrent/spikes
BIRD-SPIKE-4	Ratio size 2 bird deterrent/spikes
RARWB-XX	Wall bracket - use with Mast Arm Fitter or Knuckle?

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

#### CONTROLS

#### **Control Options** Standalone SW7PR SiteSync\* on fixture module via 7PR SWUSB SiteSync\* Software on USB SWTAB SiteSync\* Windows Tablet **SWBRG** SiteSync\* Wireless Bridge Node SiteSync\* Field Commission Serve **SWFC** Order at least one per project location to program and control SCPREMOTE Networked - Wireless WIR-RME-L wiSCAPE External Fixture Module<sup>12</sup> NX Networked - Wireless NXOFM-1R1D-UNV NX Wireless, Daylight Harvesting, BLE, 7 pin twisted lock

- Works with external networked photosensor
- 2 wiSCAPE Gateway required for system programming



Replace "XX" with desired color/paint finish



# **RATIO SERIES**

DATE:	LOCATION:	
TYPE:	PROJECT:	

#### PERFORMANCE DATA

D	Nominal	System	Dist.	5K (500	OOK NO	MINA	L 70 C	RI)	4K (4000K NOMINAL 70 CRI)				3K (3000K NOMINAL 80 CRI)						
Description W	Wattage	Watts	Туре	Lumens	LPW	В	U	G	Lumens	LPW	В	U	G	Lumens	LPW	В	U	1	
			2	3438	135	1	0	1	3445	136	1	0	1	3240	128	1	0		
		220	3	3460	136	1	0	1	3467	136	1	0	1	3260	128	1	0		
	25	25.4	4W	3406	134	1	0	1	3412	134	1	0	1	3209	126	1	0		
			5QW	3483	137	2	0	1	3490	137	2	0	1	3282	129	2	0		
			2	6310	127	1	0	2	6323	127	1	0	2	5946	120	1	0		
			3	6349	128	1	0	2	6362	128	1	0	2	5983	120	1	0	İ	
	50	49.8	4W	6233	125	1	0	2	6245	126	1	0	2	5873	118	1	0	1	
			5QW	6392	129	3	0	1	6405	129	3	0	1	6023	121	3	0	T	
RAR1			2	9486	139	1	0	2	9505	139	1	0	2	8938	131	1	0	T	
	1	sade 1	3	9544	140	1	0	2	9563	140	1	0	2	8993	131	1	0	T	
	70	68.4	4W	9395	137	1	0	2	9414	138	1	0	2	8853	129	1	0		
			5QW	9608	140	4	0	2	9628	141	4	0	2	9054	132	4	0	T	
100			2	11976	133	2	0	2	12000	133	2	0	2	11285	125	2	0	T	
		A.J.E.		3	12050	134	2	0	2	12074	134	2	0	2	11354	126	2	0	1
	100	90.0	4W	11861	132	2	0	2	11885	132	2	0	2	11177	124	2	0	t	
			5QW	12131	135	4	0	2	12155	135	4	0	2	11431	127	4	0	-	
			2	15326	153	2	0	3	15357	153	2	0	3	14442	144	2	0	t	
		1	3	15421	154	2	0	3	15452	154	2	0	3	14531	145	2	0	t	
	110	100.3	4W	15180	151	2	0	2	15210	152	2	0	2	14304	143	2	0	t	
			5QW	15525	155	4	0	2	15556	155	4	0	2	14629	146	4	0	t	
	140		2	19395	146	2	0	3	19434	146	2	0	3	18276	137	2	0	-	
			3	19515	147	2	0	3	19554	147	2	0	3	18389	138	2	0	t	
		133.2	4W	19210	144	2	0	3	19248	145	2	0	3	18101	136	2	0	t	
			5QW	19647	148	5	0	3	19686	148	5	0	3	18513	139	5	0	t	
	165		2	21651	141	3	0	3	21695	141	3	0	3	20402	133	3	0	H	
			3	21785	142	3	0	3	21828	142	3	0	3	20527	134	3	0	t	
		153.6	4W	21444	140	3	0	3	21487	140	3	0	3	20206	132	3	0	H	
				5QW	21932	143	5	0	3	21976	143	5	0	3	20666	135	5	0	H
RAR2			2	26046	149	3	0	3	26098	150	3	0	3	24543	141	3	0	t	
			3	26207	150	3	0	3	26259	150	3	0	3	24694	142	3	0	t	
	185	174.5	4W	25797	148	3	0	4	25849		3	0		100000000000000000000000000000000000000	139	3	0	t	
			5QW	26384		5	0	3		148		0	3	24308				H	
			2 2	28848	151			4	26437	152	5			24861	143	5	0	H	
				1 -7 - 7	145	3	0		28906	146		0	4	27184	137	3	0	H	
	210	198.2	3	29027	146	3	0	4	29085	147	3	0	4	27351	138	3	0	H	
			4W	28572	144	3	0	4	28630	144	3	0	4	26924	136	3	0	H	
	-		5QW	29222	147	5	0	4	29281	148	5	0	4	27536	139	5	0	+	
			2	32087	141	3	0	4	32151	142	3	0	4	30235	133	3	0	+	
	240	226.9	3	32285	142	3	0	4	32350	143	3	0	4	30422	134	3	0	+	
			4W	31780	140	3	0	4	31844	140	3	0	4	29946	132	3	0	+	
			5QW	32503	143	5	0	4	32568	144	5	0	4	30627	135	5	0		

CATALOG #:



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



DATE:	LOCATION:	
TYPE:	PROJECT:	
CATALOG #:	1	

#### **ELECTRICAL DATA**

# OF LEDS	Nominal Wattage	Input Voltage	Oper. Current (Amps)	System Power (Watts)			
		120	0.21				
	25	208	0.12	25.4			
	25	240	0.11	25.4			
		277	0.09				
		120	0.42				
	50	208	0.24	49.8			
	50	240	0.21	49.8			
RAR1		277	0.18				
RARI		120	0.57				
	70	208	0.33	68.4			
	70	240	0.29	00.4			
		277	0.25				
		120	0.75				
	100	208	0.43	90.0			
	100	240	0.38	90.0			
		277	0.32				
		120	0.84				
	110	208	0.48	100.3			
	110	240	0.42	100.3			
		277	0.36				
		120	1.11				
	140	208	0.64	422.2			
	140	240	0.56	133.2			
		277	0.48				
		120	1.28				
	105	208	0.74	153.6			
	165	240	0.64				
		277	0.55				
RAR2		120	1.45				
	195	208	0.84				
	185	240	0.73	174.5			
		277	0.63				
Ī		120	1.65				
1/	212	208	0.95	1000			
	210	240	0.83	198.3			
		277	0.72				
		120	1.89				
	2.32	208	1.09	Colon or			
	240	240	0.95	226.9			
		277	0.82	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			

## LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

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

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

#### PROJECTED LUMEN MAINTENANCE

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



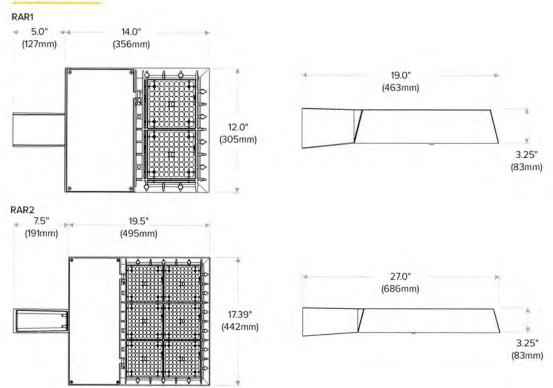


## RATIO SERIES

AREA/SITE LIGHTER

LOCATION:	DATE:
PROJECT:	TYPE:
PROJECT:	TYPE:

#### **DIMENSIONS**



#### ADDITIONAL INFORMATION

#### MOUNTING



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



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



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



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



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

#### SITESYNC 7-PIN MODULE



- SiteSync features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)
- · Does no interface with occupancy sensors





TYPE:

DATE:

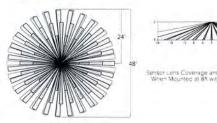
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PROJECT:

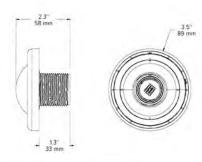
CATALOG #:

## ADDITIONAL INFORMATION (CONT'D)

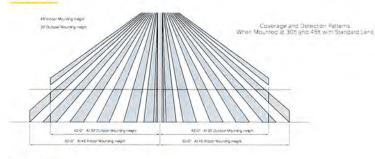
## NXSP-14F







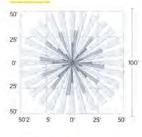
#### NXSP-30F



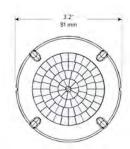


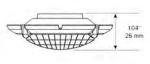


#### SCP-40F









#### RAR1 EPA

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

#### RAR2 EPA

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

#### SHIPPING

Catalog Number	C14//1-1/	Carton Dimensions						
	G.W(kg)/ CTN	Length Inch (cm)	Width Inch (cm)	Height Inch (cm)				
RAR1	15 (6.8)	20.75 (52.7)	15.125 (38.4)	6.9375 (17.6)				
RAR2	19 (8.6)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)				

#### **USE OF TRADEMARKS AND TRADE NAMES**

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SSS-H SERIES POLES SQUARE STRAIGHT STEEL	Cat.#		HUBBELL	HUBBELL
	Job	Туре	Approvals	Outdoor Lighting
00 5		side and top mounting of lumi specified pole in its installed g		rea (EPA) not exceeding maximum

Overall Height 10' - 40' Handhole 18 Bolt Square (Outer)

- SHAFT: One-piece straight steel with square cross section, flat sides and minimum 0.23" radius on all corners; Minimum yield of 46,000 psi (ASTM-A500, Grade B); Longitudinal weld seam to appear flush with shaft side wall; Steel base plate with axial bolt circle slots welded to pole shaft having minimum yield of 36,000 psi (ASTM A36)
- BASE COVER: Two-piece square aluminum base cover included standard
- POLE CAP: Pole shaft supplied with removable cover when applicable; Tenon and post-top configurations also available
- HAND HOLE: Rectangular 3x5 steel hand hole frame (2.38" x 4.38" opening); Mounting provisions for grounding lug located behind gasketed cover
- ANCHOR BOLTS: Four galvanized anchor bolts provided per pole with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling Anchor bolt part numbers: 3/4 x 30 x 3 — TAB-30-M38

1 x 36 x 4 — TAB-36-M38

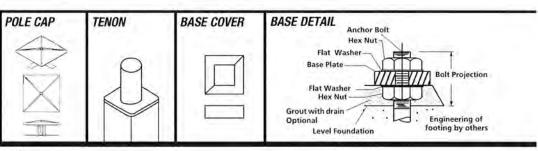
#### FINISH

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

#### WAREHOUSE 'STOCKED' POLES:

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

MOUNTING



## ORDERING INFORMATION

Reference page 2 for available configurations

FINISH

UL

**OPTIONS** 

ORDERING EXAMPLE:

SSS-H 25 40 -A/B/C 2L 52 DB DRILL PATTERN

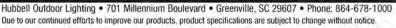
THICKNESS SERIES HEIGHT SHAFT Square Straight SSS-H Reference page 2 Reference page 2 Reference Steel Pole Ordering matrix Ordering matrix page 2 **Hubbell Outdoor** Ordering matrix MOUNTING ORIENTATION Denotes handhole location

1	Single arm mount	S2	2 bolt, 3.5" pattern	DB	Dark Bronze Textured	GFI <sup>2</sup>	20 Amp GFCI Receptacle and	
2	Two fixtures at 180'	В3	2.bolt, 2.5"	BL	Black Textured		Cover	
2L	1112 20121 20 01 00	UU	spacing,	WH	White Textured	EHH2	Extra Handhole	
3T	Three fixtures at 90		Ratio	GR	Gray Textured	CO5 <sup>2</sup>	.5" Coupling	
4	Four fixtures at 90°			PS	Platinum Silver	C072	.75" Coupling	
TA	Tenon (2.38" OD x 4" Tall)				Smooth	C20 <sup>2</sup>	2" Coupling	
TB	Tenon (2.88" 00 x 4" Tall)			CC	Custom Color	MPB <sup>z</sup>	Mid-pole Luminaire Bracket	
TC						VM2	2nd mode vibra- tion damper	
TD	Removable Tenon					LAB	Less Anchor Bolts	

#### **ACCESSORIES- Order Separately**

Catalog Number	Description				
VM1 <sup>3</sup>	1st mode vibration damper				
VM2SXX	2nd mode vibration damper				

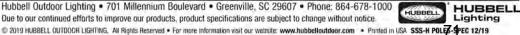
- Removable tenon used in conjunction with side arm mounting. First specify desired arm
- configuration followed by the "TR" notation. Example: SSS-H-25-40-A-1-S2-TR-DB Specify option location using logic found on page 2 (Option Orientation)
- VM1 recommended on poles 20' and taller with EPA of less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



Removable Tenon

(2.38" x 4") OT Open Top (includes

pole cap)

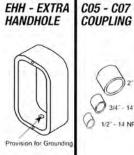


**UL** UL Certified

## **ORDERING INFORMATION (Continued)**

Catalan Number	н	eight	Nominal	Wall	Bolt Circle	Bolt Circle	Bolt Square	Base Plate	Land Same	Land Samuel	Lane and
Catalog Number	Feet	Meters	Shaft Dimensions	Thickness	(suggested)	(range)	(range)	Square	Anchor bolt size	Bolt Projection	Pole weight
SSS-H-10-40-A-XX-XX	10	3.0	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	77
SSS-H-12-40-A-XX-XX	12	3.7	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	90
SSS-H-14-40-A-XX-XX	14	4.3	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	103
SSS-H-16-40-A-XX-XX	16	4.9	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	116
SSS-H-18-40-A-XX-XX	18	5.5	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	129
SSS-H-20-40-A-XX-XX	20	6.1	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	142
SSS-H-25-40-A-XX-XX	25	7.6	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	175
SSS-H-14-40-B-XX-XX	14	4.3	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	152
SSS-H-16-40-B-XX-XX	16	4.9	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	171
SSS-H-18-40-B-XX-XX	18	5.5	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	190
SSS-H-20-40-B-XX-XX	20	6.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	209
SSS-H-25-40-B-XX-XX	25	7.6	4" square	188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	257
SSS-H-30-40-B-XX-XX	30	9.1	4" square	.188"	11°	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3,5	304
SSS-H-16-50-B-XX-XX	16	4.9	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	219
SSS-H-18-50-B-XX-XX	18	5.5	5" square	188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1"x36"x4"	4.5	243
SSS-H-20-50-B-XX-XX	20	6.1	5" square	188"	112	10.25" - 13.25"	7.25" - 9.37"	11.50"	1"x36"x4"	4.5	267
SSS-H-25-50-B-XX-XX	25	7.6	5" square	.188"	11*	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	327
SSS-H-30-50-B-XX-XX	30	9.1	5" square	188"	11"	10.25" - 13.25"	7.25*-9.37*	11.50*	1" x 36" x 4"	4.5	387
SSS-H-25-50-C-XX-XX	25	7.6	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	427
SSS-H-30-50-C-XX-XX	30	9.1	5" square	.25"	11*	10.25" - 13.25"	7.25" - 9.37"	11.50"	1"x 36"x 4"	4.5	507
000 H 00 00 0 HI HI	40	1 0.,	o oquare			10.20	1.20 - 5.01	11.50	1 430 44	4,3	307
SSS-H-20-60-B-XX-XX	20	6.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	329
SSS-H-25-60-B-XX-XX	25	7.6	6" square	.188**	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	404
SSS-H-30-60-B-XX-XX	30	9,1	6" square	.188*	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	479
SSS-H-35-60-B-XX-XX	35	10.7	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	554
SSS-H-40-60-B-XX-XX	40	12.2	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	629
SSS-H-30-60-C-XX-XX	30	9.1	6" square	.25*	12"	11.00* - 13.25*	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	614
SSS-H-35-60-C-XX-XX	35	10.7	6" square	.25"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	712
SSS-H-40-60-C-XX-XX	40	12.2	6" square	25"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1-1/4" x 42" x 6"	5.0	809

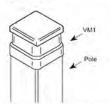
NOTE Factory supplied template must be used when setting anchor bolls. Hubbell Lighting will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.



## CO5 - CO7 - C20 -



#### VM1 - VIBRATION DAMPER 1ST MODE



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

### VM2 - VIBRATION DAMPER 2ND MODE



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

## VM2SXX - VIBRATION DAMPER

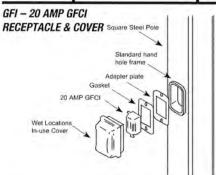


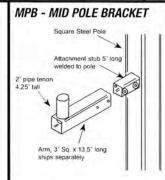
VM2S08 - 8' VM2S12 - 12

VM2S16 - 16'

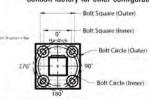
VM2S20 - 201 VM2S24 - 24'

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



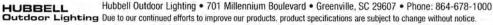


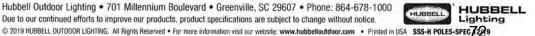
#### OPTION ORIENTATION Follow the logic below when ordering location specific options. For each option, include its orientation (in degrees) and its height (in feet). Example: Option C07 should be ordered as: SSS-H-20-40-A-TA-DB-C07-0-15 (.5" coupling on the handhole/arm side of pole, 15 feet up from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



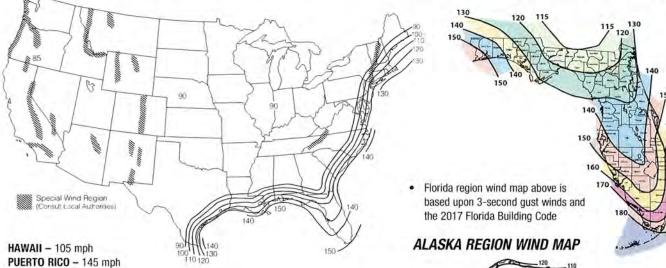
For more information about pole vibration and vibration dampers, please consult https://hubbellcdn.com/ohwassets/HLl/outdoor/resources/literature/files/Pole Wind Induced Fiyer HL00002.pdf Due to our continued efforts to improve our products, product specifications are subject to change without notice.











	120	110
	30	
<i>\$</i>	315	2
, 0		Reference
:		130
130	State of Sta	120

ASCE 7-05 wind map EPA Load Rating - 3 second gust wind speeds (Use for all locations except Florida)										
Catalog Number	85	90	100	105	110	120	130	140	145	150
SSS-H-10-40-A	25.0	25.0	25.0	22,8	20.6	17.0	14.2	11.9	11.0	10.1
SSS-H-12-40-A	25.0	25.0	20.0	18.0	16.1	13.2	10.8	8.9	8.1	7.4
SSS-H-14-40-A	23.1	20.4	16.1	14.3	12.8	10.2	8.2	6.6	5.9	5.3
SSS-H-16-40-A	19.0	16.7	13.0	11.5	10.1	7.9	6.2	4.7	4.1	3.6
SSS-H-18-40-A	15.6	13.6	10.0	9.0	7.8	5.9	4.4	3.1	2.6	2.1
SSS-H-20-40-A	12.7	10.9	7.9	6.9	5.9	4.2	2.8	1.7	1.3	0.9
SSS-H-25-40-A	7.3	5.9	3.8	2.9	2.1	0.8	NR	NR	NR	NR
SSS-H-14-40-B	25.0	25.0	23.3	20.8	18.6	15.1	12.3	10.2	9.2	8.4
SSS-H-16-40-B	25.0	24.9	19.4	17.3	15.4	12.3	9.9	8.0	7.2	6.4
SSS-H-18-40-B	24.0	20.8	16.1	14.2	12.5	9.8	7.7	6.1	5.3	4.7
SSS-H-20-40-B	20.2	17.5	13.2	11.6	10.1	7.7	5.9	4.4	3.8	3.2
SSS-H-25-40-B	12.8	11.0	7.9	6.7	5.5	3.7	2.3	1.2	0.7	NR
SSS-H-30-40-B	8.0	6.6	4.1	3.1	2.2	0.8	NR	NR	NR	NR
SSS-H-16-50-B	25.0	25.0	25.0	25.0	24.8	20.1	16.5	13.6	12.3	11.2
SSS-H-18-50-B	25.0	25.0	25.0	22.9	20.4	16.4	13.2	10.7	9.6	8.6
SSS-H-20-50-B	25.0	25.0	21.3	18.9	16.7	13.2	10.4	8.1	7.2	6.3
SSS-H-25-50-B	20.7	17.8	13.3	11.5	9.8	7.2	5.0	3.3	2.6	1.9
SSS-H-30-50-B	13.5	11.3	7.7	6.2	4.9	2.8	1.1	NR	NR	NR
SSS-H-25-50-C	25.0	25.0	19.4	17.1	15.1	11.7	9.0	6.9	6.0	5.1
SSS-H-30-50-C	20.1	17.3	12.7	10.9	9.3	6.6	4.5	2.8	2.1	1.4
SSS-H-20-60-B	25.0	25.0	25.0	25.0	25.0	20.2	16.1	12.9	11.5	10.3
SSS-H-25-60-B	25.0	25.0	20.6	18.0	15.6	11.8	8.7	6.2	5.2	4.2
SSS-H-30-60-B	21.4	18.1	12.9	10.7	8.8	5.7	3.3	1.3	NR	NR
SSS-H-35-60-B	14.0	11.3	6.9	5.2	3.6	1.0	NR	NR	NR	NR
SSS-H-40-60-B	8.1	5.8	2.2	nr						
SSS-H-30-60-C	24.3	20.5	14.6	12.2	10.2	6.8	4.2	2.2	1.3	0.5
SSS-H-35-60-C	16.6	13.5	8.6	6.6	4.9	2.1	NR	NR	NR	NR
SSS-H-40-60-C	10.6	7.9	3.7	2.1	0.6	NR	NR	NR	NR	NR

Florida Building Code 2017 EPA Load Rating - 3 second gust wind speeds (Use for Florida only)									
Catalog Number	115	120	130	140	150	160	170	180	
SSS-H-10-40-A	25.0	25.0	25.0	25.0	21.4	18.4	15.9	13.9	
SSS-H-12-40-A	25.0	25.0	23.6	19.8	16.7	14.2	12.1	10.4	
SSS-H-14-40-A	25.0	23.1	19.0	15.7	13.1	10.9	9.1	7.6	
SSS-H-16-40-A	20.8	18.7	15.2	12.3	10.1	8,2	6.7	5.4	
SSS-H-18-40-A	16.8	15.0	11.9	9.4	7.5	5.9	4.5	3.4	
SSS-H-20-40-A	13.6	11.9	9.2	7.1	5.3	3.9	2.7	1.7	
SSS-H-25-40-A	7.4	6.2	4.1	2.5	1,1	NR	NR	NR	
SSS-H-14-40-B	25.0	23.6	19.4	16.1	13.4	11.2	9.4	7.8	
SSS-H-16-40-B	21.4	19.2	15.6	12.7	10.4	8.5	6.9	5.6	
SSS-H-18-40-B	17.2	15.4	12.2	9.7	7.7	6.1	4.7	3.6	
SSS-H-20-40-B	13.9	12.3	9.5	7.3	5.5	4.1	2.9	1.9	
SSS-H-25-40-B	7.7	6.4	4.3	2.6	1.3	NR	NR	NR	
SSS-H-30-40-B	3.2	2.1	NR	NR	NR	NR	NR	NR	
SSS-H-16-50-B	25.0	25.0	25.0	25.0	25.0	21.4	18.2	15.5	
SSS-H-18-50-B	25.0	25.0	25.0	24.4	20.4	17.0	14.2	11.5	
SSS-H-20-50-B	25.0	25.0	24.4	19.9	1 6.3	13.4	11.0	8.9	
SSS-H-25-50-B	21.8	19.3	15.0	11.5	8.8	6.5	4.7	3.1	
SSS-H-30-50-B	13.7	11.7	8.2	5.5	3.3	1.5	NR	NR	
SSS-H-25-50-C	21.8	19.3	15.0	11.5	8.8	6.5	4.7	3.1	
SSS-H-30-50-C	13.7	11.7	8.2	5.5	3.3	1.5	NR	NR	
SSS-H-20-60-B	25.0	25.0	25.0	21.9	17.8	14.5	11.7	9.4	
SSS-H-25-60-B	23.8	20.9	16.1	12.3	9.2	6.6	4.5	2.8	
SSS-H-30-60-B	14.6	12.3	8.4	5.3	2.8	0.8	NR	NR	
SSS-H-35-60-B	7.5	5.6	2.4	NR	NR	NR	NR	NR	
SSS-H-40-60-B	1.8	NR	NR	NR	NR	NR	NR	NR	
SSS-H-30-60-C	14.6	12.3	8.4	5.3	2.8	0.8	NR	NR	
SSS-H-35-60-C	7.5	5.6	2.4	NR	NR	NR	NR	NR	
SSS-H-40-60-C	1.8	NR	NR	NR	NR	NR	NR	NR	



#### NOTES

- Allowable EPA, to determine max pole loading weight, multiply allowable EPA by 30 lbs.
- The tables for allowable pole EPA are based on the ASCE 7-05 Wind Map or the Florida Region Wind Map for the 2010 Florida Building Code. The Wind Maps are intended only as a general guide and cannot be used in conjunction with other maps. Always consult local authorities to determine maximum wind velocities, gusting and unique wind conditions for each specific application
- Allowable pole EPA for jobsite wind conditions must be equal to or greater than the total EPA for fixtures, arms, and accessories to be assembled to the pole. Responsibility lies with the specifier for correct pole selection. Installation of poles without luminaires or attachment of any unauthorized accessories to poles is discouraged and shall void the manufacturer's warranty
- · Wind speeds and listed EPAs are for ground mounted installations, Poles mounted on structures (such as bridges and buildings) must consider vibration and coefficient of height factors beyond this general guide; Consult local and federal standards
- Wind Induced Vibration brought on by steady, unidirectional winds and other unpredictable aerodynamic forces are not included in wind velocity ratings. Consult Hubbell Lighting's Pole Vibration Application Guide for environmental risk factors and design considerations. https://hubbellcdn.com/ohwassets/HL/outdoor/resources/literature/files/Pole Wind Induced Fiyer HL000022.pdf
- · Extreme Wind Events like, Hurricanes, Typhoons, Cyclones, or Tornadoes may expose poles to flying debris, wind shear or other detrimental effects not included in wind velocity ratings

Due to our continued efforts to improve our products, product specifications are subject to change without notice.



## **EXHIBIT C**

# FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION (ATTACHED)

470023\_1

# HINSDALE PLAN COMMISSION FINDINGS AND RECOMMENDATION

APPLICATION: Case A-04-2021 - 110 E. Ogden Avenue - Major Adjustment to the Exterior

Appearance and Site Plan Review to allow for the redevelopment and expansion of an existing one-story building into a two-story medical office

building in the O-2 Limited Office District

APPLICANT: Dr. Cara VanWormer-Hartman

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

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

DATE OF BOARD OF TRUSTEES 1ST READING: May 4, 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed:

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: 05/13/21