

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
February 18, 2014**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, February 18, 2014 at 7:35 p.m.

Present: President Tom Cauley, Christopher Elder, Trustees J. Kimberley Angelo, Laura LaPlaca and Bob Saigh

Absent: Trustees William Haarlow and Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Director of Community Development Robb McGinnis, Police Chief Brad Bloom and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

President Cauley made corrections to the draft minutes. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of February 4, 2014, as amended.** Trustee Saigh seconded the motion.

President Cauley asked about the snow being moved to the Swim Club parking lot. Village Manager Gargano replied that this is a last resort, removing it to neighborhood parks is not well received and Director of Public Services George Franco has told her there is no damage to the parking lot at this point.

**AYES:** Trustees Elder, Angelo, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Haarlow & Hughes

Motion carried.

**CITIZENS' PETITIONS**

None.

## **SWEARING IN OF POLICE DEPARTMENT PERSONNEL**

President Cauley announced there are two Police Department promotions. Officer Thomas Yehl and Officer Steven Ruban were appointed to sergeant by the Board of Fire and Police Commissioners following a promotional process that included an orientation session, written test, initial oral interview, assessment center and a final interview. These two officers are being promoted following the retirements of Sergeant Peter Jirasek and Sergeant Mark Mandarin. President Cauley outlined Officers Yehl and Ruban's achievements, administered the oath of office to each and offered congratulations on behalf of the Board.

## **VILLAGE PRESIDENT'S REPORT**

No report.

## **CONSENT AGENDA**

President Cauley read the Consent Agenda as follows:

### **Recommended by Environment & Public Services Committee**

- a) Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 228 S. Bruner Street at a Purchase Price of \$9,600 (Omnibus vote) (O2014-06)
- b) Resolution Approving and Accepting a Plat of Consolidation to Consolidate the Properties Commonly Known as 311 Ravine Road in the Village of Hinsdale, County of DuPage (Omnibus vote) (R2014-04)

Trustee LaPlaca moved to approve the Consent Agenda, as presented. Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Haarlow & Hughes

Motion carried.

## **ADMINISTRATION AND COMMUNITY AFFAIRS**

### **Accounts Payable**

Trustee LaPlaca moved Approval and Payment of the Accounts Payable for the Period of February 1, 2014 through February 14, 2014 in the aggregate

amount of \$764,349.80 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Haarlow & Hughes

Motion carried.

### **Resolution Approving the Release of Certain Closed Session Meeting Minutes of the Board of Trustees of the Village of Hinsdale**

President Cauley introduced the item, noting that the Board received a packet of closed session minutes to review going back to 2004. He remarked that he had some concerns about the contents of some items recommended for release by the Village Attorney, as did Trustee Hughes. In conversation with Village Manager Gargano, they have determined to try to draft a policy regarding what to release before proceeding with this item. Trustee Saigh asked what will be done with the verbatim recordings of the meetings. Discussion followed. Village Manager Gargano said we will meet with the Village Attorney and review all these issues. Trustee Saigh moved to table the **Resolution Approving the Release of Certain Closed Session Meeting Minutes of the Board of Trustees of the Village of Hinsdale**. Trustee LaPlaca seconded the motion.

**AYES:** Trustees Elder, Angelo, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustees Haarlow & Hughes

Motion carried.

### **ENVIRONMENT AND PUBLIC SERVICES**

Trustee LaPlaca announced that the Woodlands project has received the next level of Sustainable Practice Awards to be given on March 27<sup>th</sup>. She informed residents watching that Public Works and Engineering have asked that homeowners clear their drainage inlets, if possible, because there is a great deal of melting snow. If anyone is unable to do so, please contact Public Works staff. She also reported that FEMA has awarded \$2.57 million for flood prevention to Graue Mill.

## **ZONING AND PUBLIC SAFETY**

Trustee Saigh noted the next meeting of the Committee is Monday, February 24<sup>th</sup>.

## **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

## **STAFF REPORTS**

No reports.

## **CITIZENS' PETITIONS**

None.

## **TRUSTEE COMMENTS**

None.

## **ADJOURNMENT**

There being no further business before the Board and no need for a Closed Session, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn regularly scheduled meeting of February 18, 2014.** Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, LaPlaca, Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Haarlow, Hughes

Motion carried.

Meeting adjourned at 8:28 p.m.

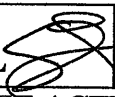

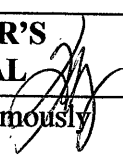
ATTEST: \_\_\_\_\_  
Christine M. Bruton, Village Clerk



DATE: March 4, 2014

6a.

# REQUEST FOR BOARD ACTION

<b>AGENDA SECTION NUMBER</b>		<b>ORIGINATING DEPARTMENT Community Development</b>		
<b>ITEM</b> Case A-02-2013 — Applicant: Garfield Crossing — Address: 26-32 E. First Street — Request: Major Adjustment to the approved Exterior Appearance and Site Plans as it Relates to the Chamber of Commerce Wall.		<b>APPROVAL</b>		
<p>On October 15, 2013, the Village Board approved a Major Adjustment for the Site Plan/Exterior Appearance of the property at 26-32 E. First Street — Garfield Crossing to address unforeseen complications with the east wall of the Chamber of Commerce building. As the applicant states in the attached memorandum, the original changes that were approved, were requested as a result of structural conditions that required the party wall to be demolished. As construction has progressed, the applicant has now realized that to move forward with the originally approved plans on the Chamber building, would be both cost and time prohibitive. As such, they have proposed an alternative that they feel is not only slight, but actually improves the aesthetic quality from that which was originally approved.</p> <p>Due to the nature of the request, a major adjustment to a Planned Development goes directly to the Village Board for action. The applicant has stated that they feel that the requested changes are minor and as such, in substantial conformity with the approved plans from October 15, 2013.</p> <p>Pursuant to Article 11, Section 11-603(K)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review. Should the Committee and Village Board feel the request is suitable, the following motion would be appropriate:</p> <p><b>MOTION:</b> Move that the Board of Trustees approve an “Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 26-32 E. First Street — Garfield Crossing”.</p>				
<b>APPROVAL</b> 	<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> On February 24, 2014, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
<b>BOARD ACTION:</b>				

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A SECOND MAJOR ADJUSTMENT  
TO A SITE PLAN/ EXTERIOR APPEARANCE PLAN  
AT 26-32 E. FIRST STREET – GARFIELD CROSSING**

**WHEREAS**, Garfield Crossing, LLC (the “Applicant”) is the legal title owner of the property located at 26-32 E. First Street, Hinsdale, Illinois (the “Subject Property”); and

**WHEREAS**, the Village has previously approved a Site Plan/Exterior Appearance Plan for the Subject Property pursuant to Ordinance No. O2013-12 (the “Original Ordinance”) approved on May 21, 2013; and

**WHEREAS**, the Village Board heard, considered and adopted a prior Major Adjustment to the Applicant’s Site Plan/Exterior Appearance on October 15, 2013, allowing for various changes in response to issues found during construction, relative to the shared wall with the adjacent Chamber of Commerce building; and

**WHEREAS**, since that initial ordinance approving a Major Adjustment to the Applicant’s Site Plan/Exterior Appearance, the Applicant has encountered further unforeseen complications with the eastern wall of the Chamber of Commerce building. The Applicant now seeks approval of a major adjustment to its final approved Site Plan/Exterior Appearance Plan for the development of the Subject Property pursuant to Subsection 11-604(I)(2) of the Hinsdale Zoning Code (the “Application”) for various changes in response to the issues recently encountered, including adjustments to the structural and aesthetic qualities of the eastern wall of the Chamber of Commerce building. Depictions of the proposed improvements to the walkway and east elevation of the adjacent Chamber of Commerce Building are attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, pursuant to Article 11, Section 11-603(K)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan. Or, if it is determined that the changes are not within substantial compliance with the approved plan, the Board of Trustees shall refer it back to the Plan Commission for further hearing and review.

**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 a Second Major Adjustment to the Site Plan/Exterior Appearance Plan.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-604(l)(2) of the Hinsdale Zoning Code, approve the second major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 26-32 E. First Street to allow for improvements and changes to the east elevation of the adjacent Chamber of Commerce Building that faces inward onto the Subject Property, as detailed above and in the depictions attached hereto as **Exhibit A** and made a part hereof. Said second major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance and the October 15, 2013 amending ordinance are hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

**SECTION 3: Conditions on Approval.** The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance or the Original Ordinances precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All development work on the Subject Property shall be undertaken only in strict compliance with the approved plans and specifications, including the depictions of the proposed improvements attached hereto as **Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the Original Ordinance granting the first major adjustment and any ordinance granting a variation relative to the Subject Property, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

**SECTION 4: Violation of Condition or Code.** Any violation of any term or condition stated in this Ordinance, the Original Ordinance, the Amending Ordinance, or

of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

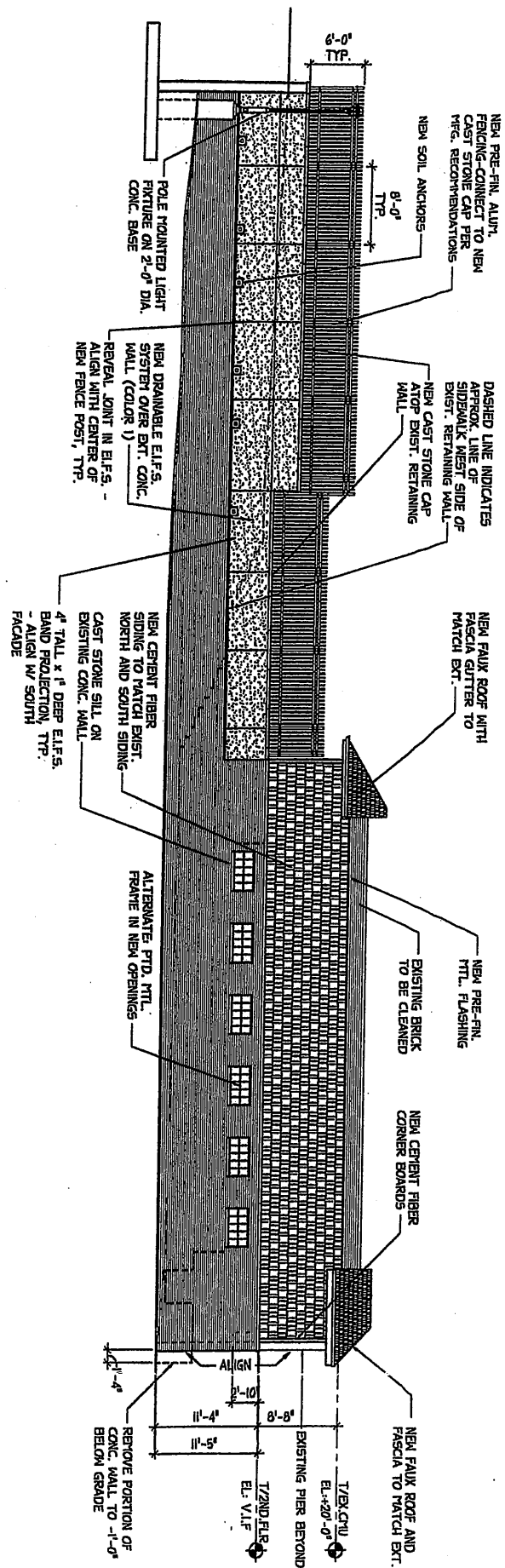
**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and attested to by the Village Clerk this same day.

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

**ATTEST:**

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



**VILLAGE OF HINSDALE**

**ORDINANCE NO. O2013-32**

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT  
TO A SITE PLAN/ EXTERIOR APPEARANCE PLAN  
AT 26-32 E. FIRST STREET-GARFIELD CROSSING**

**WHEREAS**, Garfield Crossing, LLC (the "Applicant") is the legal title owner of the property located at 26-32 E. First Street, Hinsdale, Illinois (the "Subject Property"); and

**WHEREAS**, the Village has previously approved a Site Plan/Exterior Appearance Plan for the Subject Property pursuant to Ordinance No. O2013-12 (the "Original Ordinance") approved on May 21, 2013; and

**WHEREAS**, during construction, the Applicant and its architect have discovered structural issues in the western exterior wall of the original building. Removal of this wall for safety reasons has resulted in exposure of a concrete block wall enclosing a pedestrian walkway, and has left the east elevation of the adjacent Chamber of Commerce Building unfinished. The Applicant now seeks approval of a major adjustment to its final approved Site Plan/Exterior Appearance Plan for the development of the Subject Property pursuant to Subsection 11-604(l)(2) of the Hinsdale Zoning Code (the "Application") for various changes in response to the foregoing issues, including incorporation of materials found on the north and south elevations of the adjacent Chamber of Commerce Building onto the east elevation of that Building, the creation of a series of look-outs in the walkway, and the possible inclusion of decorative metal grates over the look-outs. Depictions of the proposed improvements to the walkway and east elevation of the adjacent Chamber of Commerce Building are attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the President and Board of Trustees discussed the Application seeking a major adjustment to the approved Site Plan/Exterior Appearance Plan at the Regular Meeting of October 2, 2013, and found it in substantial conformity with the approved Site Plan/Exterior Appearance Plan and the Original Ordinance, as required by Subsection 11-604(l)(2) of the Hinsdale Zoning Code. Per Subsection 11-604(l)(2), the Board's approval must now be expressed through a duly adopted 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 Major Adjustment to the Site Plan/Exterior Appearance Plan.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-604(l)(2) of the Hinsdale Zoning Code, approve

the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the Subject Property at 26-32 E. First Street to allow for improvements and changes to the pedestrian walkway and east elevation of the adjacent Chamber of Commerce Building that faces inward onto the Subject Property, as detailed above and in the depictions attached hereto as **Exhibit A** and made a part hereof. Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance is hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

**SECTION 3: Conditions on Approval.** The approval granted in Section 2 of this Ordinance is subject to the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance or the Original Ordinances precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All development work on the Subject Property shall be undertaken only in strict compliance with the approved plans and specifications, including the depictions of the proposed improvements to the pedestrian walkway and eastern elevation of adjacent Chamber of Commerce Building attached hereto as **Exhibit A** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the Original Ordinance and any ordinance granting a variation relative to the Subject Property, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

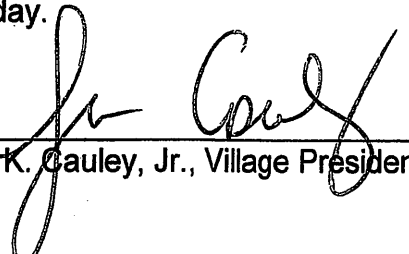
**PASSED** this 15th day of October 2013.

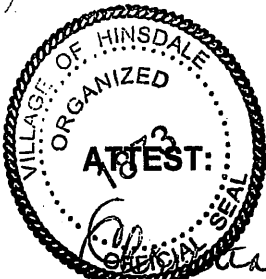
**AYES:** Trustees Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSENT:** Trustee Elder

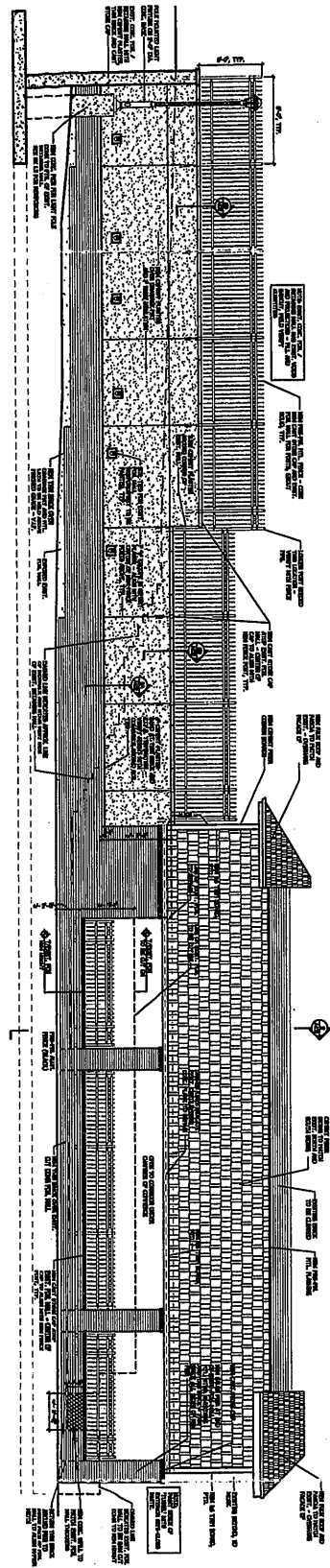
**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, and attested to by the Village Clerk this same day.

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

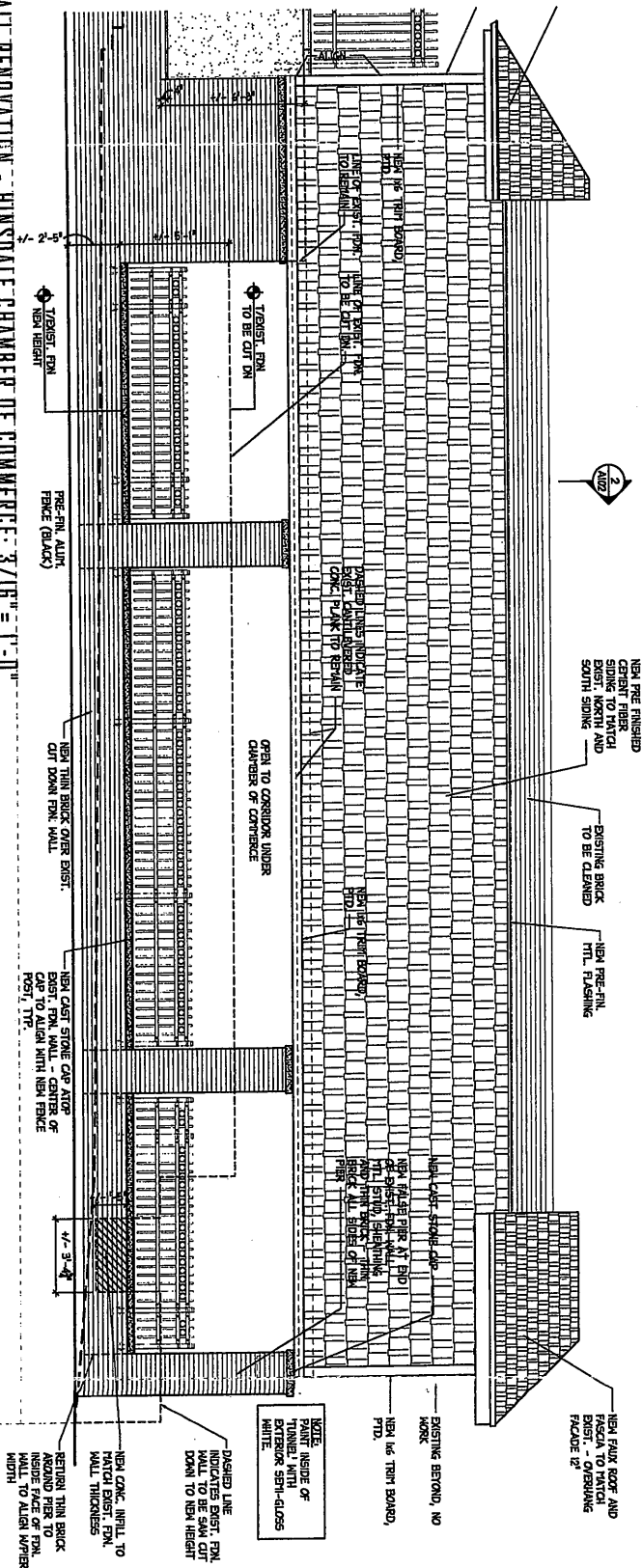


  
\_\_\_\_\_  
Christine M. Bruton, Village Clerk





EAST WALL RENOVATION - HINSDALE CHAMBER OF COMMERCE: 3/32" = 1'-0"



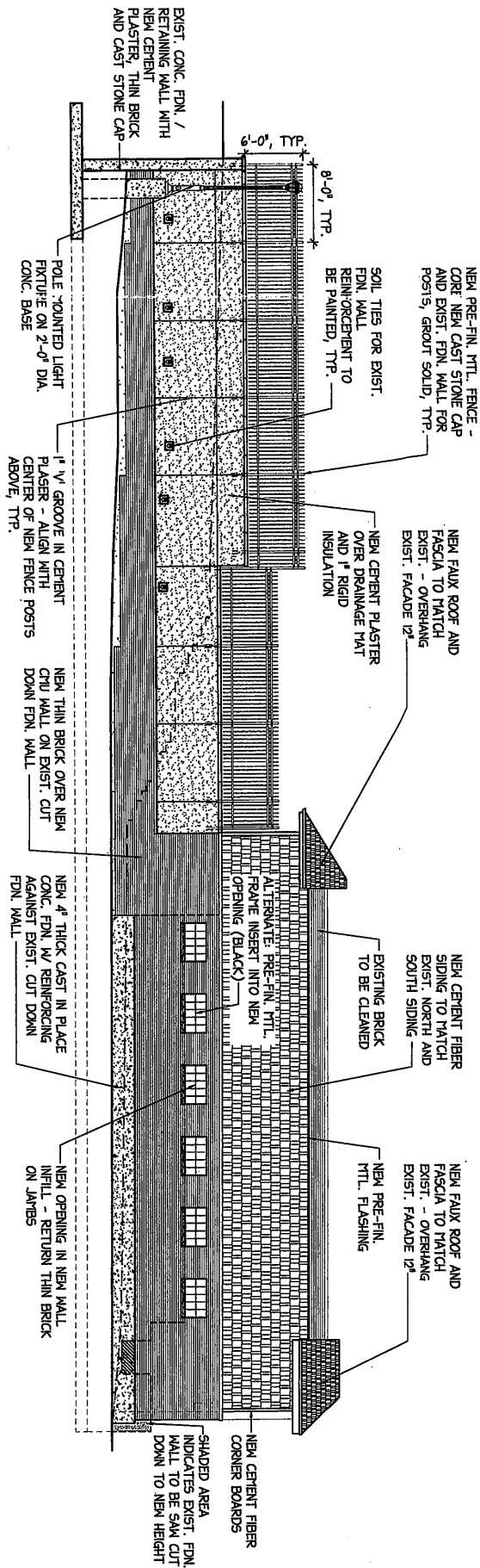
EAST WALL RENOVATION - HINSDALE CHAMBER OF COMMERCE: 3/16" = 1'-0"

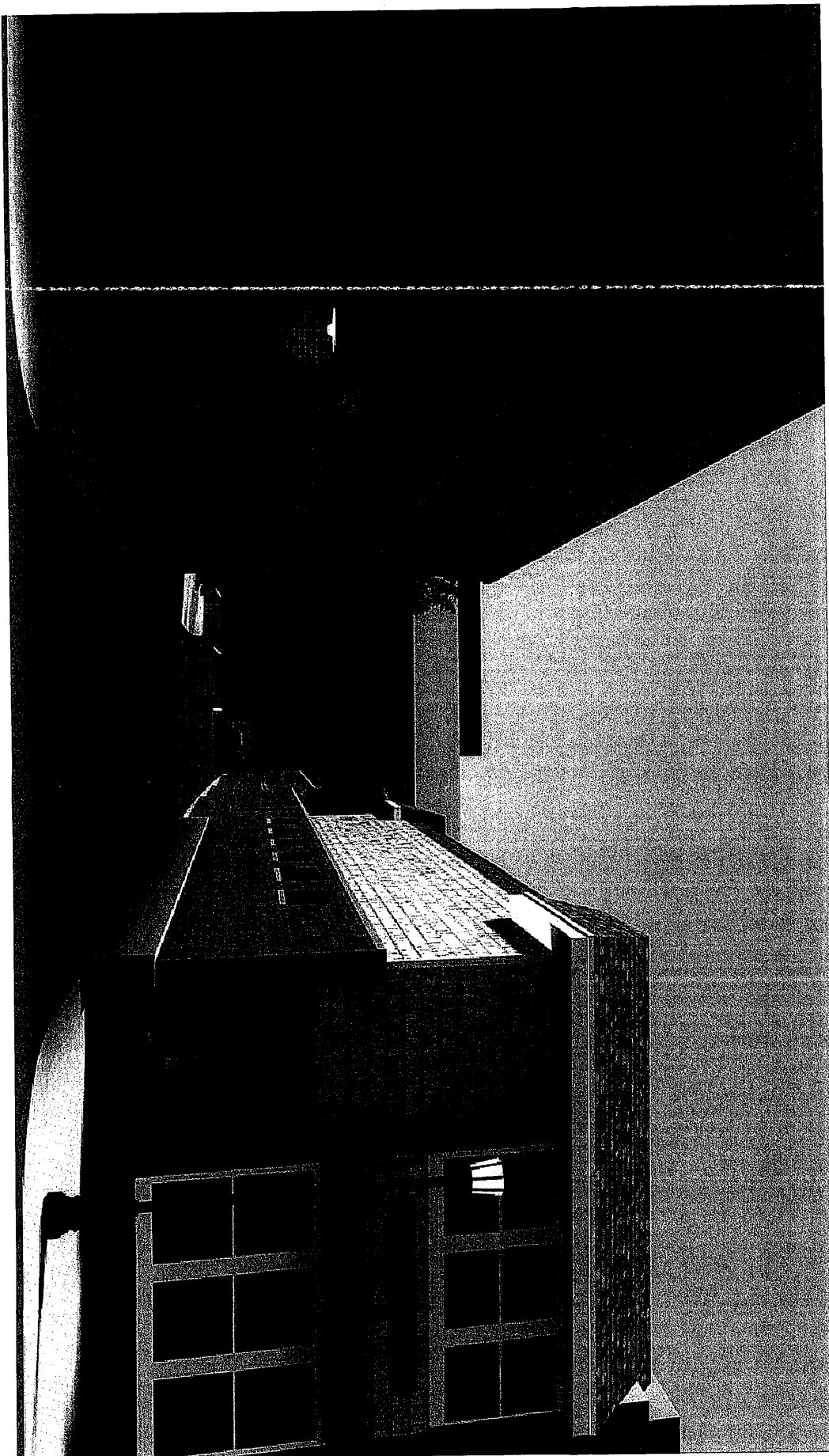
ASK 12/16/13-01  
OF 2 SHEETS

EAST WALL RENOVATION - HINSDALE CHAMBER OF COMMERCE  
GARFIELD CROSSING  
28-27 E. FIRST STREET  
GARFIELD CROSSING, LLC

DATE: 12/16/13  
SCALE: AS SHOWN

ppk architects  
www.ppkarchitects.com





2

OF 3 SHEETS

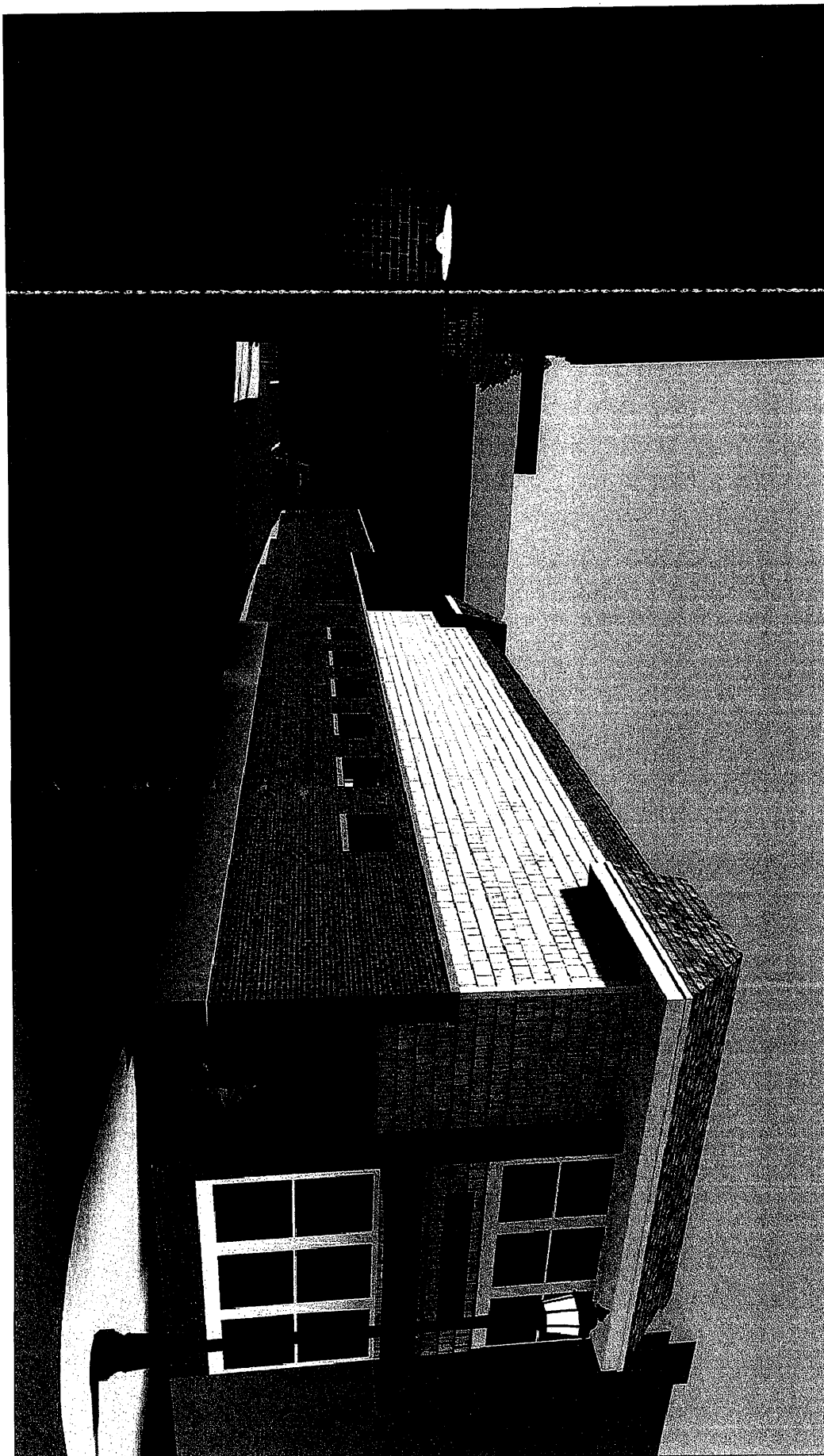
EASTWALL RENOVATION - HINDALE CHAMBER OF COMMERCE  
GARFIELD CROSSING  
GARFIELD CROSSING, LLC

20-07-15 FIRST STREET

DATE: 10-02-15

SCALE: NONE

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3

OF 3 SHEETS

EAST WALL RENOVATION - HINSDALE CHAMBER OF COMMERCE

GARFIELD CROSSING

216-324-1100

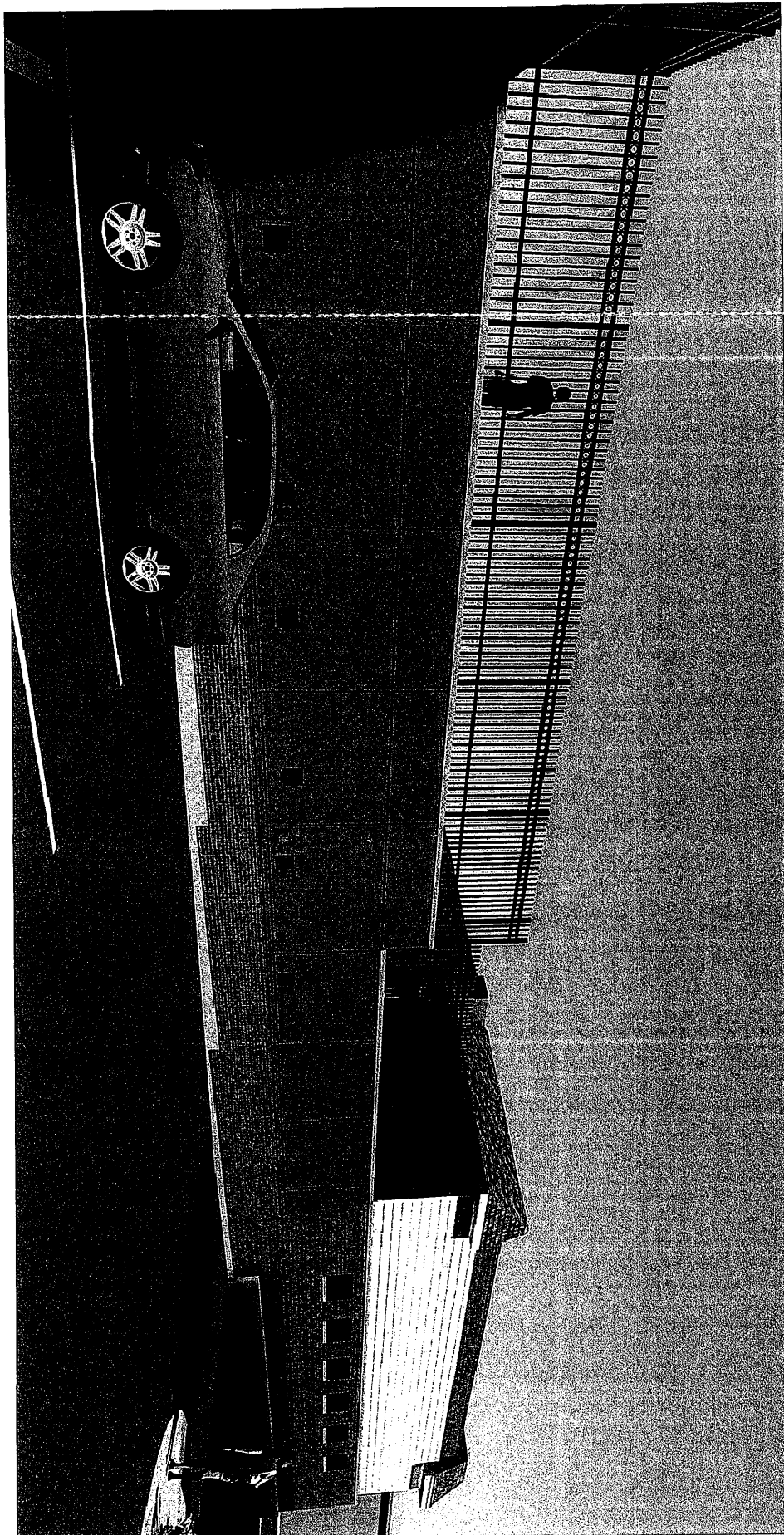
GARFIELD CROSSING, LLC

DATE: 10/02/10

SCALE: NONE

ppk architects

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4

OF 3 SHEETS

EAST WALL RENOVATION - HINSDALE CHAPTER OF CONCRETE

GARFIELD CROSSING

76-111 E. FIRST STREET

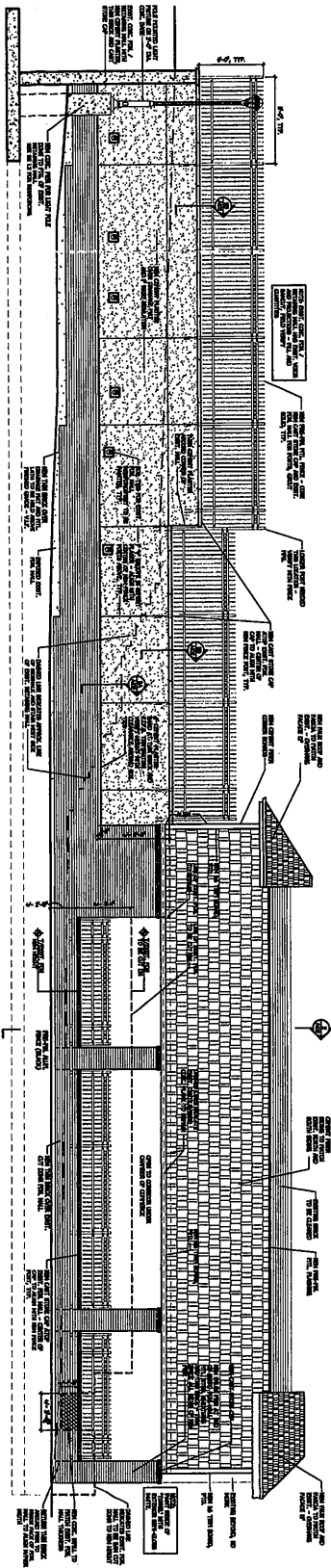
GARFIELD CROSSING, LLC

DATE: 10-02-13

SCALE: NONE

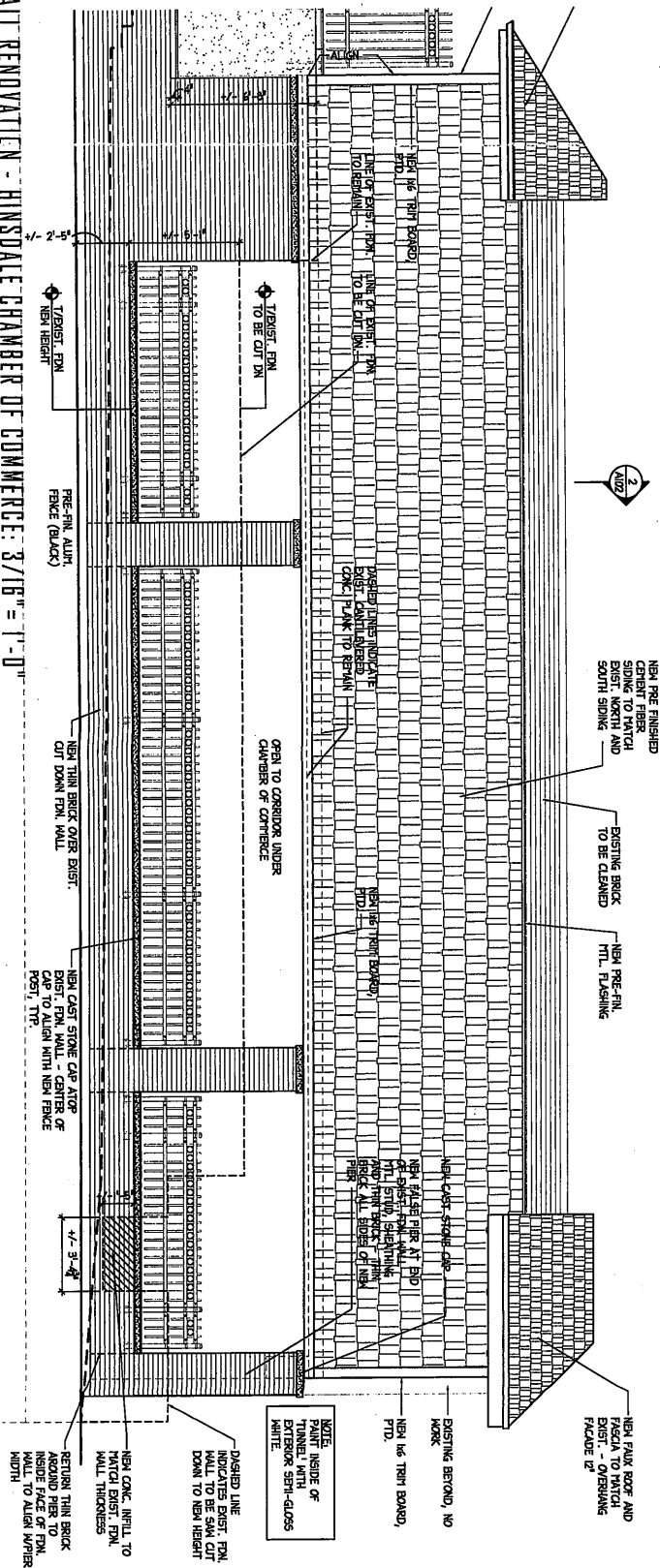
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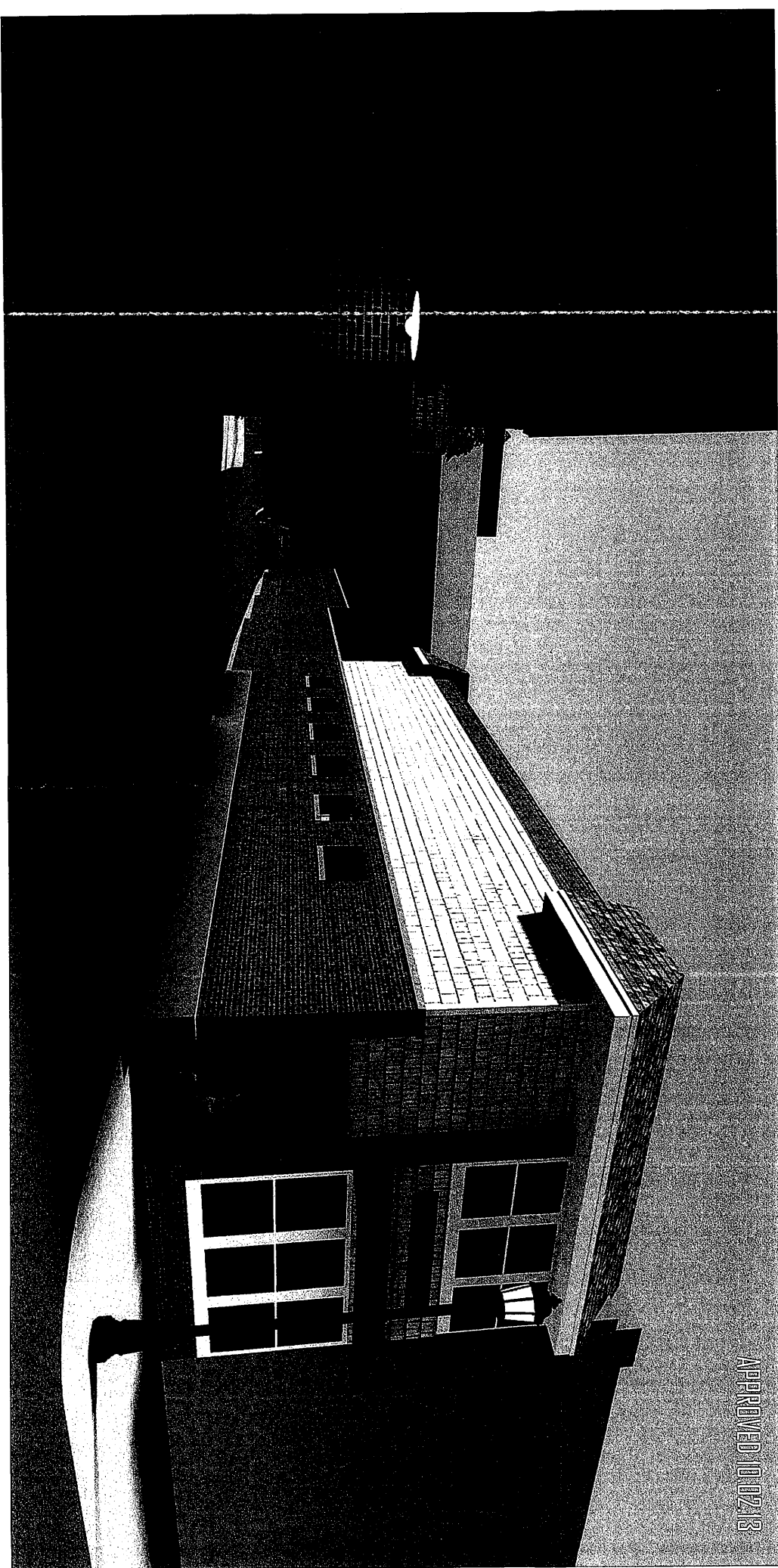


EAST WALL RENOVATION - HINSDALE CHAMBER OF COMMERCE: 3/32" = 1'-0"

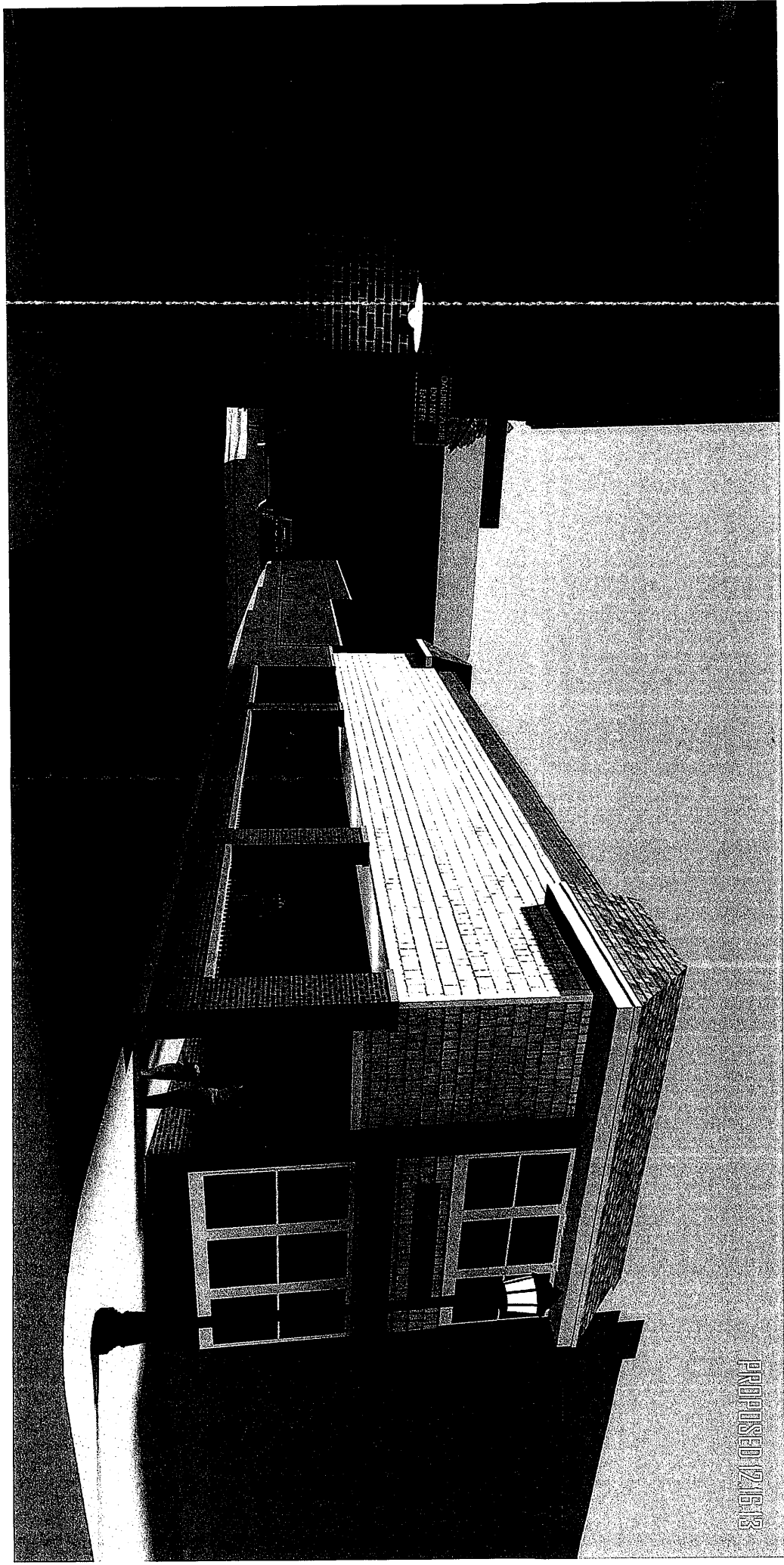
EAST WALL RENOVATION - HINSDALE CHAMBER OF COMMERCE: 3/16" = 1'-0"





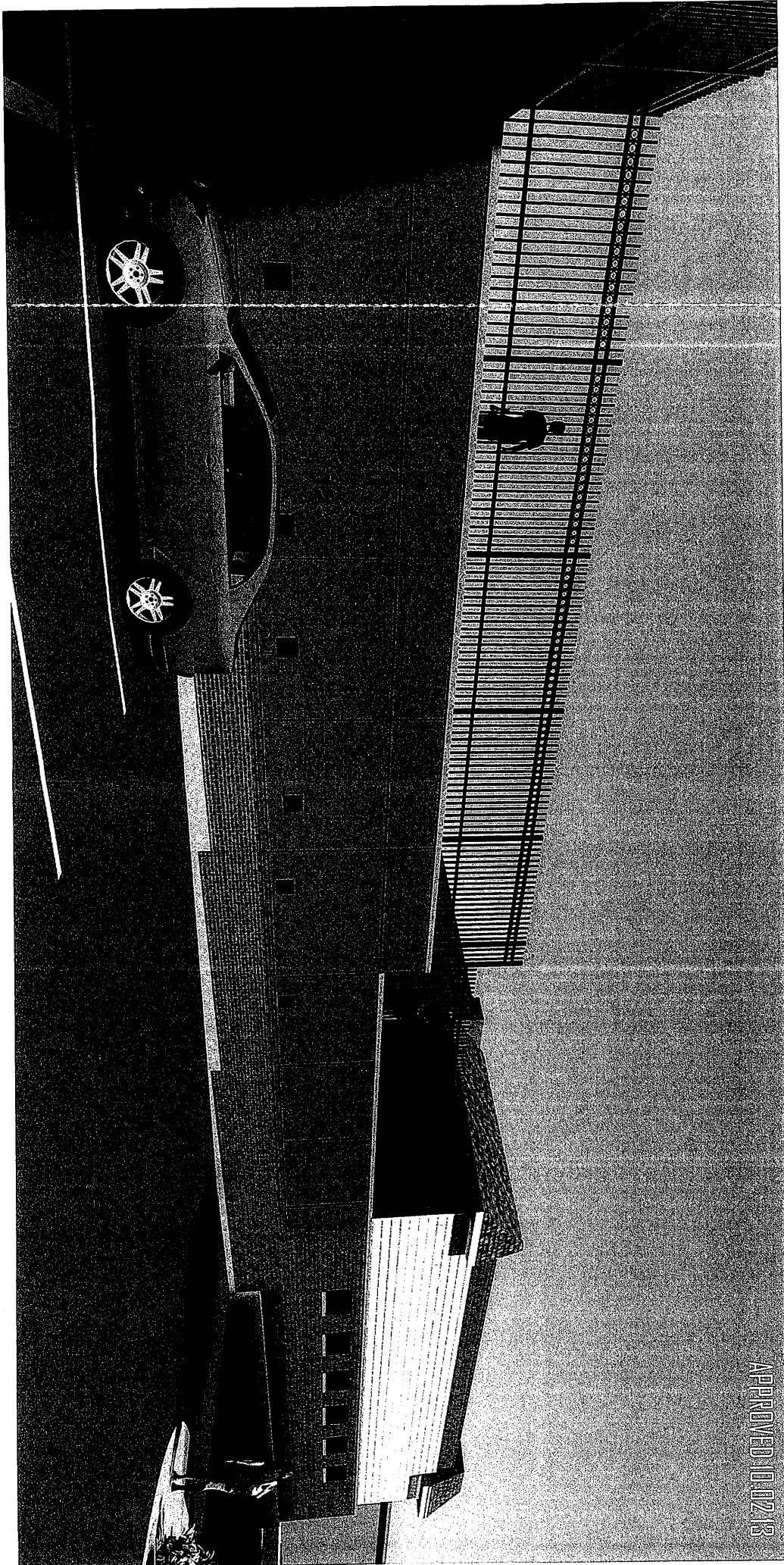


APPROVED 100213

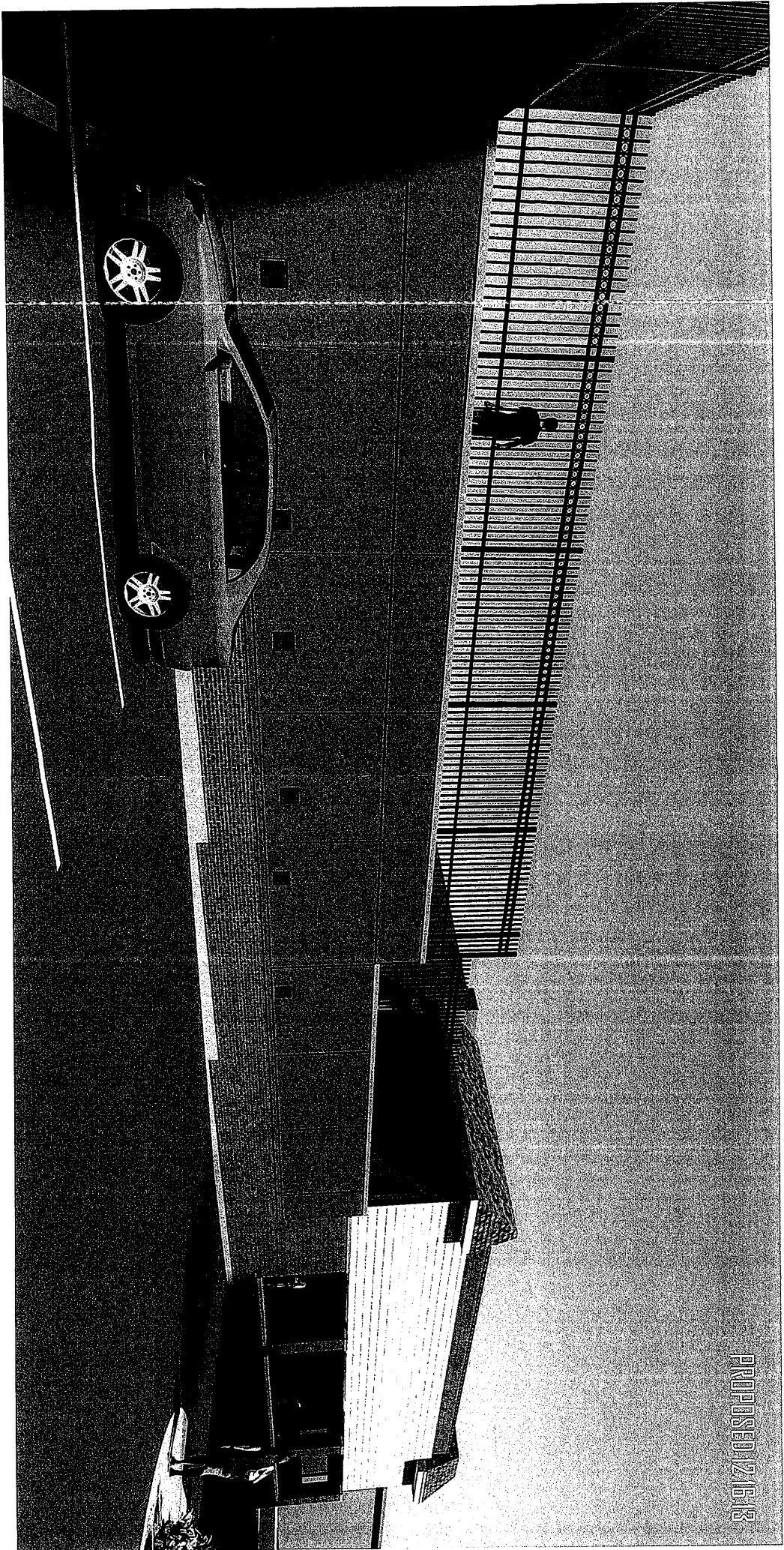


PROPOSED 12/15/13





APPROVED 10.02.13



PROPOSED 12/16/13

6.b.  
DATE: March 4, 2014

## REQUEST FOR BOARD ACTION

<b>AGENDA</b> <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT</b> <b>Community Development</b>
<b>ITEM 125 W. Second Street – Site Plan and Exterior Appearance Review for Expansion of an Existing Surface Parking Lot</b>	<b>APPROVAL</b>

### REQUEST

The applicant is requesting approval of exterior appearance and site plans to allow for exterior modifications to expand the existing parking lot at 125 W. Second Street. The site is improved with a two and a half-story structure being used as offices, in the O-1 Specialty Office District.

### ZONING HISTORY/CHARACTER OF AREA

The site is located in the O-1 Specialty Office District. The properties to the east and north are zoned O-2 Limited Office District, the property to the west is zoned IB, Institutional Buildings and the property to the south are zoned R-4, Single-Family Residential.

On October 9<sup>th</sup>, 2013, the Plan Commission approved façade improvements to the existing structure on the site, which included a small addition on the north elevation. While the applicant also proposed a small, 5-car off street parking lot, some of the neighbors, as well as the Plan Commission expressed concerns with this portion of the request given the potential impact to the surrounding area with respect to stormwater management and aesthetics. As such, the applicant agreed to remove the parking lot request from the application at that time to allow them to move forward with the improvements to the existing structure. At that point the applicant indicated that they would look into alternative designs and solutions that accounted for the concerns raised by the Commission and the neighbors. They would then return to the Plan Commission to work towards a parking solution that would hopefully be more acceptable to everyone. The improvements to the structure were subsequently approved, the applicant is moving forward with the exterior improvements to the structure and is now coming back in front of the Plan Commission with what they feel is an acceptable solution addressing the concerns raised at the October 9<sup>th</sup> Plan Commission meeting for modifications to the surface parking lot. The applicant has also reached out to the Police Department with regards to converting on-street parking, which was also suggested at the October 9<sup>th</sup> Plan Commission meeting. Attached you will find Chief Brad Bloom's response to the discussion he had with the applicant with regards to this subject matter.

In addition to the site plan and exterior appearance approvals, the applicant also applied for the following variations:

- Section 9-107(A)(1) to allow less than the required 10'-0" landscape buffer, along the corner side (west) and rear (north) yards of the proposed parking lot.
- Section 9-101E which refers to Section 6-111 to allow the proposed parking lot to have:
  - A rear (north) parking lot yard/setback of 3'-6", in lieu of the 25'-0" required
  - A corner side (west) parking lot yard/setback of 5'-0", in lieu of the 35'-0" required
- Section 9-104G(2)(b) to allow a parking lot in a front or corner side yard.

The public hearing for these variations was held by the Zoning Board of Appeals on January 15, 2014, and all requests were unanimously approved. The transcripts and final decision from this hearing have been included for your reference.

At the January 8, 2014 Plan Commission meeting the Commission reviewed the application submitted for 125 W. Second Street, and recommended denial of the requests for site plan and exterior appearance for the expansion and improvement of the surface parking lot, with the following vote:

**Ayes:** Chairman Byrnes, Commissioner McMahon

**Nayes:** Commissioner Stifflear, Commissioner Johnson, Commissioner Crnovich and Commissioner Cashman.

Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-604F pertaining to Standards for site plan approval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the approved findings and recommendation from the Plan Commission and the ordinance.

Should the Board find the requested changes to be appropriate, the following motion is suggested:

**MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for the Expansion of an Existing Parking Lot at 125 West Second Street"**

APPROVAL 

APPROVAL 

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MANAGER'S  
APPROVAL 

**COMMITTEE ACTION:** On February 24, 2014, the Zoning and Public Safety Committee, on a 3-4 vote, moved to recommend approval of the above motion.

**BOARD ACTION:**



## VILLAGE OF HINSDALE

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

### AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR CONSTRUCTION OF A NEW SURFACE PARKING LOT (125 W. SECOND ST.)

**WHEREAS**, Steve Kolber (the "Applicant") submitted an application for site plan approval and exterior appearance review for construction of a new surface parking lot for five (5) vehicles, including one handicap spot (the "Application"), at property located at 125 West Second Street, Hinsdale, Illinois (the "Subject Property"); and

**WHEREAS**, the Subject Property is located in the O-1 Specialty Office Zoning District and is improved with a multiple-story office building; and

**WHEREAS**, the Village of Hinsdale Plan Commission at a public meeting held on October 9, 2013, reviewed the plans relative to redevelopment of the entire site, which included proposed on-site parking, as well as structural improvements. The Applicant then withdrew the original parking lot request based on zoning code requirements and concerns expressed by the Commission members and the neighbors; and

**WHEREAS**, the Applicant returned to the Plan Commission on January 8, 2014, at which time he presented the Commission with modified plans in the Application that proposed a five (5) space parking lot in the corner side yard towards the rear of the Subject Property; and

**WHEREAS**, the Board of Trustees has already approved the plans regarding the structure on the Subject Property itself; and

**WHEREAS**, in addition to the site plan and exterior appearance approvals, the Applicant also applied for the following variations from provisions of the Hinsdale Zoning Code, all of which were unanimously approved by the Zoning Board of Appeals on January 15, 2014:

- (1) A variation from Section 9-107A(1), to allow less than the required 10'-0" landscape buffer, along the corner side (west) and rear (north) yards of the proposed parking lot.
- (2) A variation from Section 9-101E, which refers to Section 6-111 to allow the proposed parking lot to have: a rear (north) parking lot yard setback of 3'-6" in lieu of the 25'-0" required, and a corner side (west) parking lot yard/setback of 5'-10", in lieu of the 35'-0" required.
- (3) A variation from Section 9-104G(2)(b) to allow a parking lot in a front or corner side yard.

**WHEREAS**, and after considering all of the matters related to the Application, the Plan Commission recommended denial of the Exterior Appearance Plan and Site Plan

on a vote of four (4) in favor, two (2) against, and one (1) absent, all as set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A**; and;

**WHEREAS**, the President and Board of Trustees having given due consideration to the Findings and Recommendation of the Plan Commission, and evidence presented at the public meeting on the Application, find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, 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 Site Plans and Exterior Appearance 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 site plan and exterior appearance plan 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. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

- D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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



PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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

ATTEST:

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

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

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

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

Date: \_\_\_\_\_, 2014

**EXHIBIT A**

**FINDINGS OF FACT  
(ATTACHED)**

## **HINSDALE PLAN COMMISSION**

**RE: 125 W. Second Street – Exterior Appearance and Site Plan Review**

**DATE OF PLAN COMMISSION REVIEW: January 8, 2014**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: January 27, 2014**

### **FINDINGS AND RECOMMENDATION**

#### **I. FINDINGS**

1. Steve Kolber (the “Applicant”) submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 125 W. Second Street (the “Subject Property”).
2. The Subject Property is located in the O-1 Specialty Office District and is improved with a multiple-story office building.
3. The applicant is proposing to construct a new surface parking lot for 5 vehicles, which includes one handicap spot, on the existing site.
4. At the October 9<sup>th</sup> Plan Commission meeting, the Plan Commission reviewed the applicant’s site plan and exterior appearance plans relative to redevelopment of the site, which included proposed on-site parking, as well as structural improvements. The applicant then withdrew the original parking lot request based on zoning code requirements and concerns expressed by both the Commission and the neighbors. The intent of the withdrawal was to allow them to move forward on the improvements to the structure, while working on a revised parking lot plan that would hopefully be more acceptable to everyone. The aspects of the proposed plans relative to the structure itself were subsequently approved by the Board of Trustees.
5. The applicant returned on January 8<sup>th</sup>, with modified plans that proposed a five (5) space parking lot in the corner side yard towards the rear of the lot. The Commission heard a presentation from the applicant regarding the proposed modifications.
6. The Plan Commission was complimentary of the changes and the applicant’s efforts to minimize the impact of the parking lot by moving it towards the rear of the lot and including landscape screening, but while some Commissioners felt the modifications satisfied their concerns from the original proposal, other Commissioners still expressed concerns with regards to the impact of the proposal to the surrounding single-family residential neighbors.
7. Certain of the Commissioners felt that the available street parking was sufficient for the proposed use and indicated that they still could not support the current proposal.

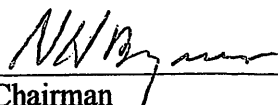
Additionally, certain Commissioners noted the property was in compliance with parking requirements established by the code.

8. Questions were raised regarding the Plan Commission's role and whether some of the concerns raised were a function of the Plan Commission, or whether they were afforded to Zoning Board of Appeals through the Variation process. Subsequent dialogue detailed the Plan Commission's vote should be based on Site Plan and Exterior Appearance standards.
9. A majority of the Plan Commission generally finds that based on the Application and the evidence presented at the public meeting, the Applicant has not satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively. Specifically, members voting in favor of recommending denial are concerned that the proposed plans are unreasonably injurious or detrimental to the use and enjoyment of surrounding residential properties and is not compatible with the nearby adjacent residential uses. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the January 8<sup>th</sup>, Plan Commission meeting, as well as comments from a nearby neighbor.

## II. RECOMMENDATION

Following a motion to recommend denial of the proposed site plan and exterior appearance plans, the Village of Hinsdale Plan Commission, on a vote of four (4) "Ayes," two (2) "Nays," and one (1) "Absent," recommends that the President and Board of Trustees deny the site plan and exterior appearance plans for 125 W. Second Street.

### THE HINSDALE PLAN COMMISSION

By:   
Chairman

Dated this 14<sup>th</sup> day of February, 2014.

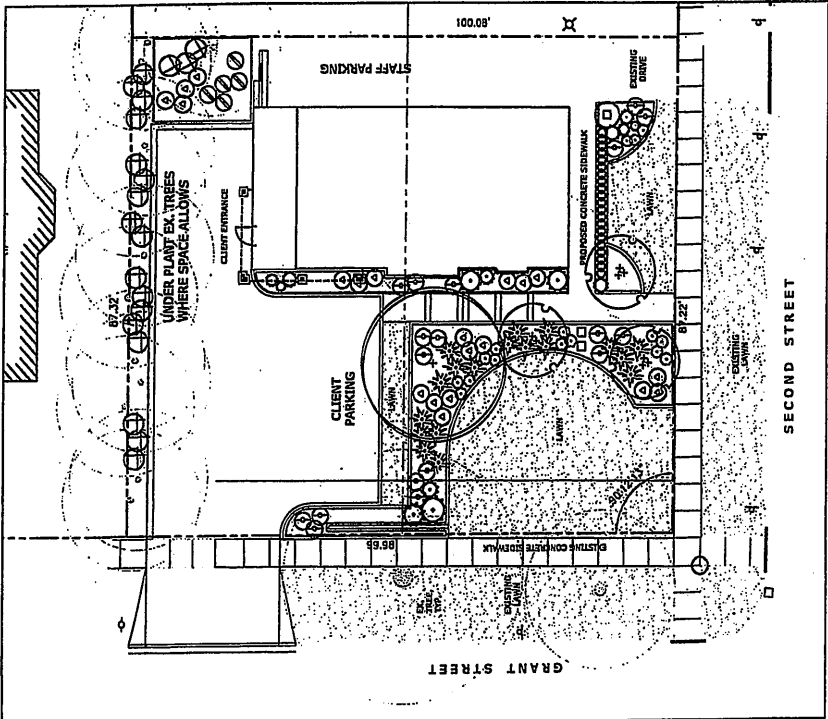
**EXHIBIT B**

**APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN  
(ATTACHED)**



EXHIBIT "B"

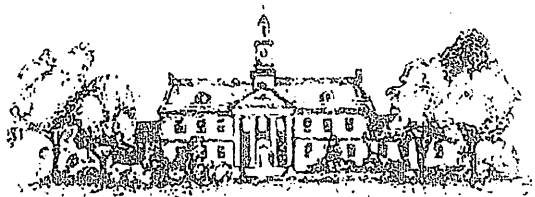
<b>BERGFELD LANDSCAPE ARCHITECTURE</b> 11160-151st Ave. N.E. #110 Bellevue, WA 98004 206.464.1111 www.bergfeld.com		<b>STUDIO</b> 11160-151st Ave. N.E. #110 Bellevue, WA 98004 206.464.1111 www.bergfeld.com
<b>STEEL OFFICE</b> PROPOSED ADDITION & RENOVATION 125 W 2nd ST. SEATTLE, WA 98101		
PROJECT:	DATE:	DRAWN BY:
CHECKED BY:	SCALE:	SHEET:
<b>LANDSCAPE PLAN</b> <b>L1</b>		



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

PLANT LEGEND

- Euonymus 'Coloratus' (groundcover), Flat
- Coral Drift Rose, #5
- Incrediball Hydrangea, #3
- Little Lime Hydrangea, #3
- Torvelva Hydrangea, #5
- Fothergilla Dwarf, #5-7, 30"
- Dwarf Burning Bush, 42" BB
- Buaya 'Green Velvet/Green Min', Size Varies
- Amherst 'Keller', #5
- Tonus m. 'Branell Globe', Size varies BB
- Serviceberry 'Autumn Brilliance', 8-12' BB
- Gladiolus - Skyline Honeylocust 3" BB



VILLAGE  
OF HINSDALE

FOUNDED IN 1837

VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT

**PLAN COMMISSION APPLICATION**  
**FOR OFFICE DISTRICTS**

**I. GENERAL INFORMATION**

**Applicant**

Name: Kolbrook Design, Inc. (Attn: Steven Kolber)

Address: 828 Davis St., Suite 300

City/Zip: Evanston, IL 60201

Phone/Fax: (847) 492-1992 / (312) 453-0699

E-Mail: skolber@kolbrook.com

**Owner**

Name: Christina Steil

Address: 949 Cleveland Road

City/Zip: Hinsdale, IL 60521

Phone/Fax: (630) 640-0867

E-Mail: cmgsteil@sbcglobal.net

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

Name: Eriksson Engineering Assoc, Ltd (attn: Chris Keppner)

Title: Civil Engineer (Project Manager)

Address: 601 W. Randolph St., Suite 500

City/Zip: Chicago, IL 60661

Phone/Fax: (312) 219-8859

E-Mail: ckeppner@eea-ltd.com

Name: Bergfeld Studio Ltd. (Attn: Jeff Bergfeld)

Title: Landscape Architect

Address: 911 Edward Street

City/Zip: Henry, IL 61537

Phone/Fax: (815) 303-3996

E-Mail: jeff@bergfeldstudio.com

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

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_



## II. SITE INFORMATION

Address of subject property: 125 W. 2nd Street, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09-12-115-007

**Brief description of proposed project:**

Renovation of existing 2 story wood framed structure; previously used as office space.  
Approx. 8'-0" addition being added to the north.  
Interior remodel of space to accomodate new office function.  
New exterior finishes to include shingle siding and stucco.  
New Site Plan Alterations to include Parking Area and associated drive aisle

**General description or characteristics of the site:**

(Pending Zoning Variation) The existing site included a wrap-around drive aisle with 1 parking stall; and is being altered to include a new parking area to the building's northwest. Landscaping will be modified to visually screen said parking lot while introducing a "residential" feel to the property.

Existing zoning and land use: O-1 Office District (Existing Law Office)

**Surrounding zoning and existing land uses:**

North: Adjacent Property (O-1 Specialty Office District); Beyond (O-2 Limited Office District)

South: R-4 Single Family Residential District

East: O-2 Limited Office District

West: IB Institutional Building District

Proposed zoning and land use: O-1 Specialty Office District (Medical Office)

**Please mark the approval(s) you are seeking and attach all applicable applications and**

☒ Site Plan Disapproval 11-604  
(Concurrent Zoning Variance(s); See Attached)

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

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

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

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business  
District Questionnaire

# TABLE OF COMPLIANCE

Address of subject property: 125 W. 2nd Street, Hinsdale, IL 60521

The following table is based on the O-1 Zoning District.

	Minimum Code Requirements			Proposed/Existing Development
	O-1	O-2	O-3	
Minimum Lot Area (s.f.)	8,500	25,000	20,000	8,730 SQ FT (EXIST.)
Minimum Lot Depth	125	125	125	100.39 FT (EXIST.)
Minimum Lot Width	60	100	80	87.27 FT (EXIST.)
Building Height	30	40	60	28'-4" FROM AVG ADJ "GRADE"
Number of Stories	2.5	3	5	2-1/2 STORIES
Front Yard Setback	35	25	25	19' 8-1/2" (EXIST.)
Corner Side Yard Setback	35	25	25	46' 5-1/4" (EXIST.)
Interior Side Yard Setback	10	10	10	12' 4-3/4" (EXIST.)
Rear Yard Setback	25	20	20	21' 10" (Previously Approved)
Maximum Floor Area Ratio (F.A.R.)*	.40	.50	.35	.395 (3,445 SQ FT )
Maximum Total Building Coverage*	35%	N/A	N/A	.018 (1,573 SQ FT)
Maximum Total Lot Coverage*	80%	80%	50%	.583 (5,098 SQ FT)
Parking Requirements	0 STALLS			5 STALLS
Parking front yard setback	35'-0"			54'-0"
Parking corner side yard setback	35'-0"			5'-0" **
Parking interior side yard setback	10'-0"			N/A
Parking rear yard setback	25'-0"			3'-6" **
Loading Requirements				
Accessory Structure Information				N/A

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:

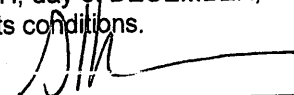
Note: (\*\*) The following requirements are concurrently being proposed for Zoning Variance (under separate cover) with this submission for the Plan Commission.

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the SIXTH, day of DECEMBER, 2013; I/We have read the above certification, understand it, and agree to abide by its conditions.

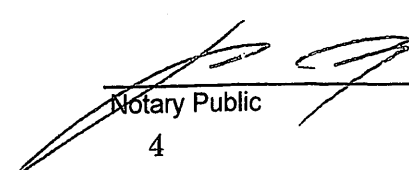
  
Signature of applicant or authorized agent

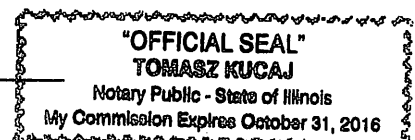
STEVEN KOLBER  
Name of applicant or authorized agent

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

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

SUBSCRIBED AND SWORN  
to before me this 6th day of  
Dec 2013.

  
Notary Public





December 6, 2013

**Steil Office: 125 W. 2<sup>nd</sup> Street**

**Supplemental Information: Plan Commission - Standards for Approval**

**Exterior Appearance Criteria**

1. Open Spaces: The quality of the open space between buildings and in setback spaces between streets and facades.
  - a. The proposed addition is situated such that the north side yard (corner lot) is reduced by 7'-10." All things considered, the newly proposed structure still complies with all of the village setback requirements and optimizes the amount of open space between the streets, neighboring structures, and facades of our building. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
2. Materials: The quality of materials and their relationship to those in existing adjacent structures.
  - a. The facades of our altered building retain some of the materials that are characteristic of the existing building's 1930's bungalow style; mainly the use of natural materials such as stucco. At the same time, neighboring and adjacent structures use materials that emit a traditional craftsman style. The addition of vinyl shingle shakes and painted wood decorative brackets appeal to this sense and help our building maintain a harmonious relationship with the surrounding community. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
3. General Design: The quality of the design in general and its relationship to the overall character of the neighborhood.
  - a. In order to introduce a style that is more in sync with that of the surrounding neighborhood, changes were made to the elevations that bring them in tune with the "craftsman" style. This includes adding gable ends at the front and rear elevations (highlighting the entry at the rear), adding shingle shake, and providing decorative trims and brackets. All materials used will be neutral in color so as to not conflict with the natural splendor of the building's massing and the texture of materials themselves. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**

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 or shrubs to the maximum extent possible.
  - a. The site is being altered to include landscaping, pedestrian access, and parking (pending zoning variance). These implementations will improve the quality of the site and in addition to making it more useable. The proposed improvement will take into account village perspective as well as those concerns of the neighboring property owners.
5. Height: The height of the buildings and structures shall be visually compatible with adjacent buildings.
  - a. The height of the proposed building remains the same as the existing building at (2.5) stories. The neighboring buildings maintain similar heights and the continuity will remain unimpeded. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
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 the building is visually related.
  - a. The width and height of the building will remain unchanged. However the front elevation's existing hip roof will be changed into a gable roof. This will give the building a more prominence and bring it into uniformity with the neighboring buildings. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
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.
  - a. The heights of the windows (sill and head heights) are relatively unchanged and coincide not only with standard "craftsman" styles, but also with neighboring buildings. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**

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.
  - a. The rhythm of solids and voids along the front facades (corner lot); considering both windows and building massing alike; remains rather consistent. The only change in rhythm will occur at the building's north end where a cantilevered mass will add a visual "solid." This not only aids in anchoring the building's visual identity (south and north elevations), but will also serve in highlighting the building's main entrance. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
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.
  - a. The distance between the building and its neighbor to the east will remain unchanged. The open space between the building and its northerly neighbor will however be decreased by 7'-10." This amounts to a very small percentage of the overall space between the two buildings, a space which is visually obscured by trees and plantings to begin with. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
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.
  - a. The only additional entrance to the sidewalk that is being made is one that leads from a newly created parking drive aisle. While this adds another access to the "double-wide" site, the rhythm with which these driveways occur along the property line mimics that of the surrounding "single-wide" lots. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**

11. Relationship of material 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.
- a. The materials that are being used are similar to those found throughout the neighborhood and to those used often in the "craftsman" style. These include shingle shake siding (vinyl), stucco, and decorative wood trim and brackets, and asphalt shingle roofing. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
12. Roof Shapes: The roof of a building shall be visually compatible with the buildings to which it is visually related.
- a. Two of the existing building's hip roofs are being changed to gable's roof so as to emphasize the south and north elevations. The use of gable roofs is appropriate to the architectural style and neighborhood's motif. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
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 the street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.
- a. Our landscaping is being designed to include rows of plantings along the streets to visually screen the newly proposed parking areas. The parking area (see enclosed site and landscape plans), will exist below grade (as viewed from the south). The addition of any landscaping will only further screen the parking area from the street and neighboring residential properties.
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
- a. The size of the buildings ancillary features (window and door openings), when compared to the size and mass of the building itself, is within reason and appropriate given the architectural style observed in the neighborhood as a whole. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**

15. Directional Expression of the 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 is vertical character, horizontal character, or non-directional character.
- a. By definition, the "craftsman" style relates to buildings that are typically short in stature. Design elements have been introduced to aid the building in maintaining its craftsman scale and horizontal directional expression. These elements include, but are not limited to; long eave overhangs, a wrap-around shed roof overhang, decorative brackets to add horizontal emphasis to (vertical) structural columns, horizontal trim boards, and a horizontal separation of building material at water table height. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
16. Special Consideration for Existing Buildings: For existing buildings, the Plan Commission and Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.
- a. Attention has been paid to the existing buildings style and detailing and every effort made to support the preservation of said styles. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**


#### **Exterior Appearance Criteria**

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.
  - a. The property is located in the O-1 Specialty Office District. The building is being renovated to be used as a small scale medical office in compliance with the district's proposed use. **The response above has remained unchanged from the original Plan Commission submittal. Approval of the building design and that of its elements has previously been granted.**
2. The proposed site plan interferes with easement and rights of way.
  - a. It is our intent that all easements and/or rights-of-way will be preserved as they exist on the site prior to alteration. However, as a method of resolve to the impending landscape buffer (see simultaneous Zoning Variance Requests), if necessary, we feel comfortable with reaching out to the Director of Public Services to investigate the potential opportunity to utilize the right-of-way for additional landscaping (screening).



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.
  - a. While the inclusion of the parking spaces does alter the existing site, the area that the parking spaces are intended to occupy was formerly an open lawn with very little natural, topographical, or physical significance. Every attempt will be made to restore the landscaping significance of the areas surround the new parking space. Landscaping size, location, and function will be designed with the utmost respect for the concern of the village and neighboring property owners.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of the surrounding property.
  - a. The proposed site plan in no way infringes upon (or aesthetically disrupts) the activity of the surrounding properties. Landscaping and the site's natural topography will visually conceal the majority of any and all traffic circulation as well as parking areas.
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 and inefficient pedestrian or vehicular circulation paths on or off site.
  - a. The new parking drive aisle is intended to empty traffic onto Grant Street. However, this does not impede pedestrian or vehicular traffic (2-way street as opposed to 2<sup>nd</sup> Street with is a one-way street) and is far enough removed from the intersection of 2<sup>nd</sup> Street and Grant, to whereas it will not create a backup of vehicles stopped at the intersection.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
  - a. The site's natural topography and the proposed perimeter landscaping will serve in providing the necessary visual obscurity for nearby commercial and residential properties.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
  - a. See Appearance Review Criteria for the proposed structure's compatibility with nearby structure and uses. Landscaping will be selected with the desire to use plants that are indigenous to the area and that visually correlate with the surrounding areas.
8. In the case of site plans submitted in connection with an application for a special-use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
  - a. N/A

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.
  - a. Site drainage and the minimizing of rain water runoff are of the utmost concern when re-grading the site for parking aisle and drive aisle inclusion. We will work with the village and civil engineer to assure compatibility.
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 system serving the Village.
  - a. The alterations made to the site and/or building does not increase the burden on any of the utilities serving the site.
11. The proposed site plan does not provide for required public uses designated on the Official Map
  - a. N/A
12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.
  - a. The proposed site plan has no negative influence on the public's health, safety, or general welfare.



**ERIKSSON  
ENGINEERING  
ASSOCIATES, LTD.**  
148 COMMERCIAL DRIVE, SUITE A  
GRANDVIEW, IL 60031  
TEL: 630-253-1234  
FAX: 630-253-1235  
WWW.ERIKSSON-IL.COM  
Eriksson 04-202015

**STEEL OFFICE  
PARKING LOT EXPANSION**

125 W. 2nd Street  
Hinsdale, IL 60521

Revision Table:

No.	Date	Description
1	12/01/13	Issued for Plan

Expiration Date:

No.	Date	Description
1	12/01/13	Issued for Plan

**GENERAL NOTES**

The location of existing underground utilities, such as water, sewer, gas, and electric, shall be determined by the Engineer prior to construction. The location of existing underground utilities shall be shown on the plan. The location of existing underground utilities shall be shown on the plan. The location of existing underground utilities shall be shown on the plan.

**LEGEND**

1" = 10'

North Arrow

Legend symbols for various features: 1" = 10', North Arrow, etc.

**PAVING & SURFACE LEGEND**

1" = 10'

Legend symbols for various paving and surface features: 1" = 10', North Arrow, etc.

**GENERAL NOTES**

The location of existing underground utilities, such as water, sewer, gas, and electric, shall be determined by the Engineer prior to construction. The location of existing underground utilities shall be shown on the plan. The location of existing underground utilities shall be shown on the plan. The location of existing underground utilities shall be shown on the plan.

**LEGEND**

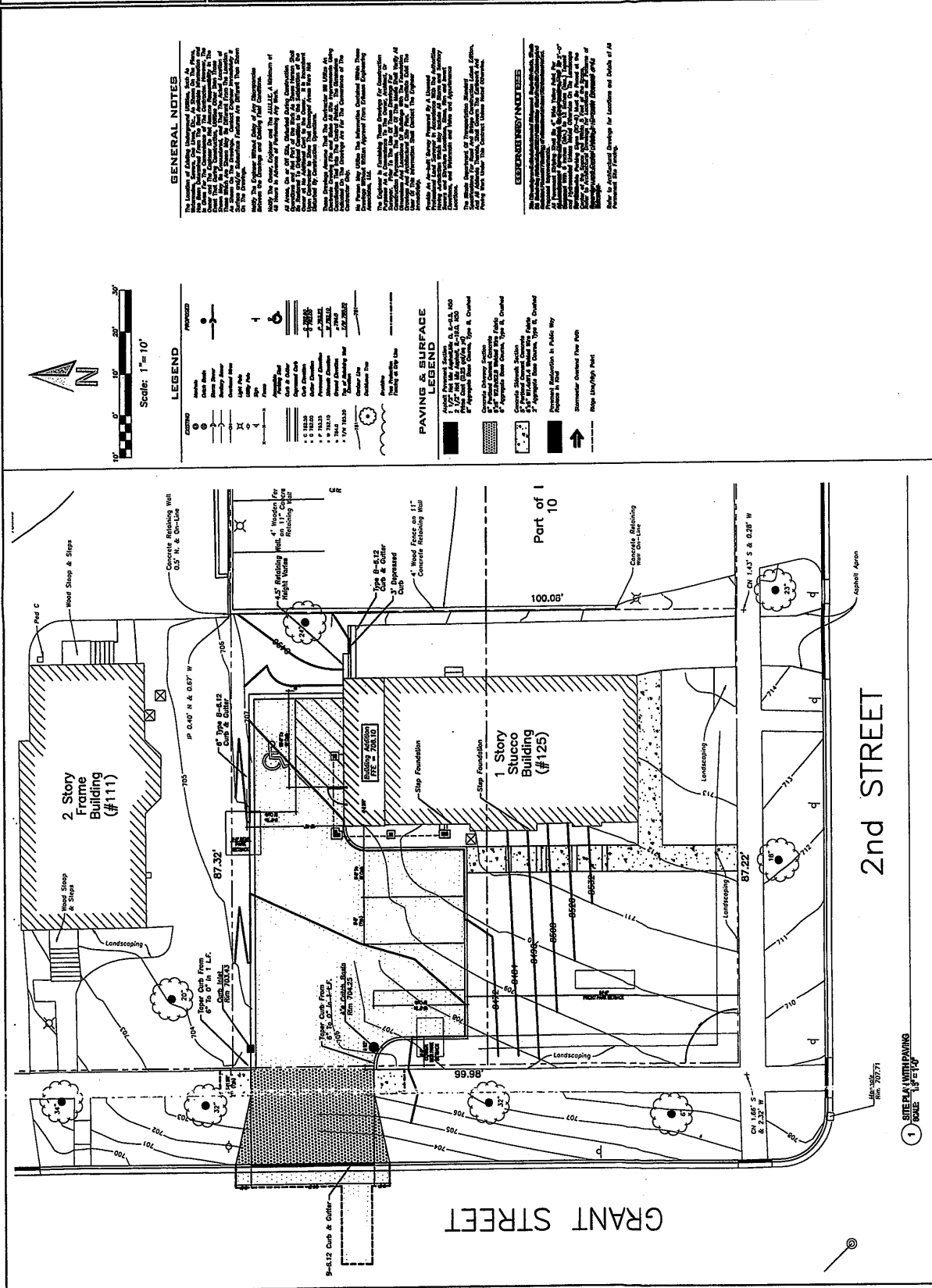
1" = 10'

Legend symbols for various features: 1" = 10', North Arrow, etc.

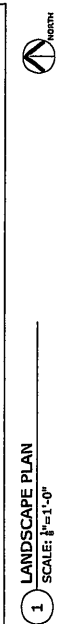
**PAVING & SURFACE LEGEND**













1" = 10'

Legend symbols for various paving and surface features: 1" = 10', North Arrow, etc.



1 SITE PLAN DRAWING  
SCALE 1" = 10'



- PLANT LEGEND**
- |   |   |
|---|---|
|  | Esquinox 'Coloratus'-<br>Purple Wintercreeper (groundcover), Flat |
|  | Caral Drift Rose, #3  |
|  | Incrediball Hydrangea, #3   |
|  | Little Lime Hydrangea, #3   |
|  | Teraviva Hydrangea, #5  |
|  | Potterigo Dwarf, #5-7, 30"  |
|  | Dwarf Burning Bush, #2' BB  |
|  | Buxus 'Green Velvet'/Green Mini'.<br>Size Varies                  |
|  | Juniperus 'Kallay', #5  |
|  | Taus m. 'Brown Globe'. Size varies BB                             |
|  | Serviceberry 'Autumn Brilliance', 8-12' BB                        |
|  | Gleditsia - Syringa Honeylocust 3' BB                             |

# LEGEND

- ACU - AIR CONDITIONING UNIT
- BOL - BOLLARD
- BP - BLUE PAINT
- CERW - CONCRETE BLOCK RETAINING WALL
- CH - CROSS NOTCH
- CO - CLEAN-OUT
- CRW - CONCRETE RETAINING WALL
- DUN - DESTINATION UNKNOWN
- EM - ELECTRIC METER
- F/F - FINISHED FLOOR
- FNC - FENCE
- GM - GAS METER
- I - INVERT
- IP - IRON PIPE
- LSP - LANDSCAPE PERIMETER
- OWH - OVERHEAD WIRE
- PEDC - CABLE PEDESTAL
- PEDT - ELECTRIC PEDESTAL
- PEUT - TELEPHONE PEDESTAL
- R - REINFORCED CONCRETE PIPE
- RCP - SANDARY
- SA - SANDARY
- ST - STORM
- T/F - TOP OF FOUNDATION
- TOP - TOP OF WALL
- UW - UNDERGROUND WIRE
- UP - UTILITY POLE
- VCP - VITRIFIED CLAY PIPE
- WD - WOOD
- WRW - WOOD RETAINING WALL
- MAH - MANHOLE
- ROG - ROUND OPEN GRATE MANHOLE
- SOG - SQUARE OPEN GRATE MANHOLE
- LOP - LIGHT ON POST
- LOF - LIGHT ON 2" ARM
- BV - BROADLEAF VARIETY WITH TRUNK DIAMETER IN INCHES
- BS-0 - BS-0 CONCRETE CURBING
- BS-12 - BS-12 CONCRETE CURBING
- DEP - DEPRESSED CURBING
- CON - CONCRETE

## SIGN NOTES:

1. "SPEED LIMIT 20" AND "2 HR PARKING"
2. STOP SIGN
3. "2 HR PARKING"
4. "NO PARKING BETWEEN SIGNS"
5. "PERMIT PARKING ONLY"
6. "PRIVATE PROPERTY AT&T PARKING ONLY"

## BENCHMARK

NBS MONUMENT DUPES 2 (A27896), MONUMENT DESCRIBED AS LOCATED WITHIN THE CITY OF OAK BROOK, 2.0 MI NORTH OF CLARENDON HILLS IN SECTION 28, T33N, R12E, TO BE REACHED FROM THE JUNCTION OF US RT 34 AND IL RT 63 PROCEED NORTH 1.5 MI TO STATION LOCATED 30 FT WEST OF BACK OF CURB OF IL RT 63 SOUTHWARD. STATION IS LOCATED 0.6 MI SOUTH OF INTERSTATE 55, 0.1 MI NORTH OF OAK BROOK RD, 35.4 FT EAST OF CENTERLINE OF EXIT RAMP TO OAKBROOK RD, 22 FT EAST OF EDGE-OF-PAVEMENT OF EXIT RAMP TO OAKBROOK RD, 113 FT NORTH OF 6 IN SPRUCE TREE AND 3 FT NORTH OF ORANGE FIBERGLASS WITNESS POST. NOTE - ACCESS TO DATUM POINT THROUGH 6 INCH LOGO CAP. DATUM POINT IS 0.6 FT BELOW CAP. ELEVATION = 694.50 NAVD 83 DATUM

## NOTE 1:

EAST LINE OF THE WEST 1/2 OF LOTS 7 AND 10.

## NOTE:

TFW SURVEYING & MAPPING, INC., HAS BEEN COMMISSIONED TO PERFORM A BOUNDARY SURVEY OF ONLY THAT REAL ESTATE AS LEGALLY DESCRIBED ABOVE. ALL DATA AS SHOWN HEREON, BUT LYING BEYOND THE BOUNDARY LIMITS AS LEGALLY DESCRIBED ABOVE, INCLUDING (BUT NOT LIMITED TO) LOT LINES, EASEMENTS AND SETBACK LINES IS UNOFFICIAL AND INCOMPLETE AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THIS SURVEY DOES NOT INTEND TO VERIFY OR REPRESENT EASEMENTS OR BUILDING LINES (OR THE VARIATION OF SAME) ON ADJOINING PROPERTIES (UNLESS OTHERWISE SPECIFICALLY REFERENCED IN A TITLE COMMITMENT AS BEING BENEFICIAL TO OR AN ENCUMBRANCE ON THE PROPERTY AS LEGALLY DESCRIBED ABOVE). REFER TO A PLAT OF SURVEY BY OTHERS AND / OR SEE PUBLIC RECORD DOCUMENTS FOR COMPLETE DETAILS PERTINENT TO ALL ADJOINING PROPERTIES.

THE INTENT OF THIS SURVEY IS TO SHOW AT OR ABOVE GRADE IMPROVEMENTS ONLY. IT IS POSSIBLE THAT BELOW GRADE IMPROVEMENTS EXIST THAT THIS SURVEYOR IS NOT AWARE OF. IN SOME INSTANCES THIRD PARTY UTILITY LOCATING SERVICES HAVE PLACED WITNESS MARKERS AT GRADE TO INDICATE SOME BELOW GRADE IMPROVEMENTS OR UTILITIES. IF MARKED IN FIELD, SAID WITNESS MARKS HAVE BEEN LOCATED AND ARE SHOWN HEREON. ADDITIONAL BELOW GRADE IMPROVEMENTS OR UTILITIES MAY ALSO EXIST THAT WERE NOT MARKED BY THIRD PARTY UTILITY LOCATING SERVICES FOR THE BENEFIT OF THIS SURVEY.

DATE: JULY 25, 2013

ORDER NO: 130728

PROJ. NO: 1740

FOR: ERICKSON ENGINEERING ASSOC., LTD.

PROJ. NAME: CASE'S ADDITION TO HINSDALE

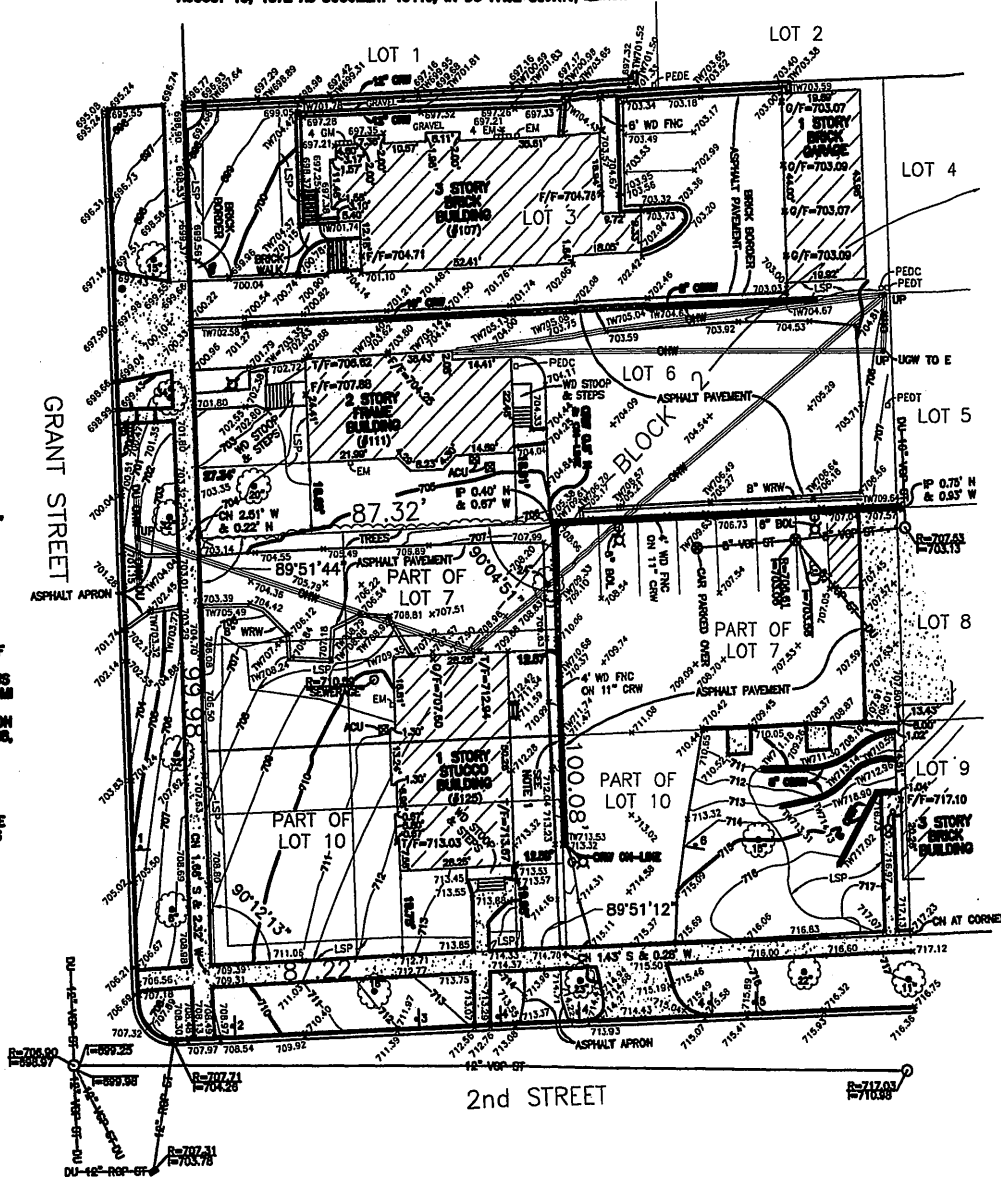
Copyright © TFW Surveying & Mapping, Inc., 2013. All rights reserved.

Professional Survey Fee Schedule: \$750-\$2250.

TFW SURVEYING & MAPPING, INC.  
LAND SURVEYING · TOPOGRAPHIC MAPPING · CONSTRUCTION LAYOUT  
588 EAST BELVEDERE ROAD · SUITE 415 · GRAYLAND, ILLINOIS 60030  
847-548-6800 FAX 847-6889  
tfw@tfwsurvey.com www.tfwsurvey.com

# PLAT OF SURVEY

OF  
THE WEST 1/2 OF LOTS 7 AND 10, IN BLOCK 2 IN J.L. CASE'S  
ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE NORTHWEST 1/4  
OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
AUGUST 13, 1972 AS DOCUMENT 18440, IN DU PAGE COUNTY, ILLINOIS.



TOTAL AREA OF TRACT SURVEYED =  
8,730 SQUARE FEET OR 0.2004 ACRES

STATE OF ILLINOIS

COUNTY OF LAKE

I, THOMAS F. WILKINS, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY AS DESCRIBED ABOVE AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CERTIFIED AT GRAYLAND, ILLINOIS THIS 25th DAY OF JULY, 2013.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2815  
LICENSE EXPIRES NOVEMBER 30, 2014





January 03, 2014

Happy New Year,

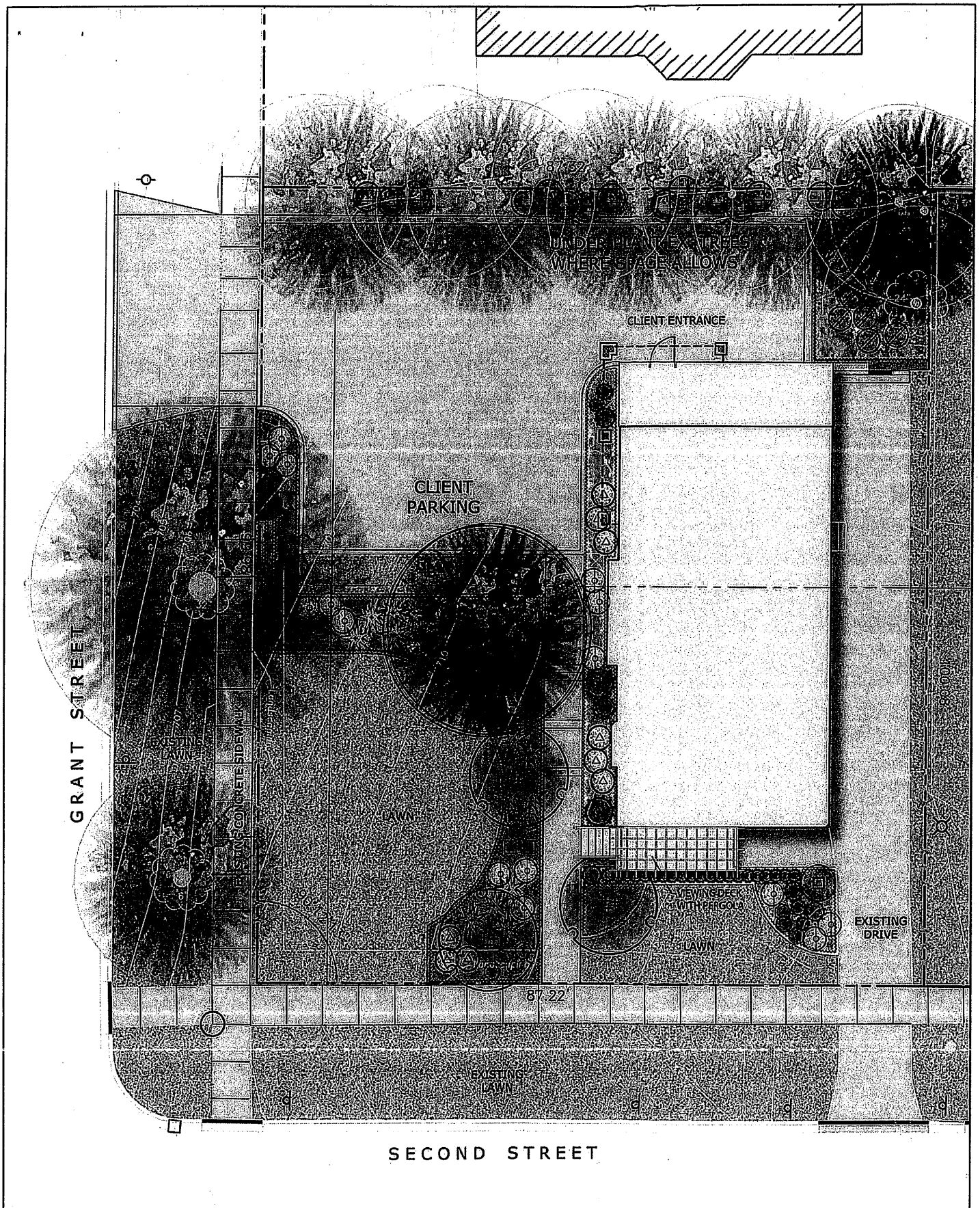
As the architects for the ongoing renovations to the building and site at 125 W. 2<sup>nd</sup> Street, we have offered to keep the owners of the surrounding properties in tune with some of our current design initiatives. On that note, we have enclosed a few sketches for your viewing pleasure.

We are interested in hearing what you think of the proposed site design and welcome you to send any comments or remarks that you may have. Please feel free to send us a quick email as we wish to work hand in hand in finding a design solution that assists our client's business operations, as well as one that remains consistent with Hinsdale's natural beauty.

Looking forward to hearing from you,

A handwritten signature in black ink, appearing to read "Steven Schmitt", with a large, stylized circular flourish at the end.

Steven Schmitt  
[sschmitt@kolbrook.com](mailto:sschmitt@kolbrook.com)  
1-847-492-1992 (ext. 5#)



UNDER PLANTING EXISTES  
WHERE SPACE ALLOWS

CLIENT ENTRANCE

CLIENT  
PARKING

GRANT STREET

BUS STOP

EXISTING CONCRETE SIDEWALK

VIEWING DECK  
WITH PERGOLA

LAWN

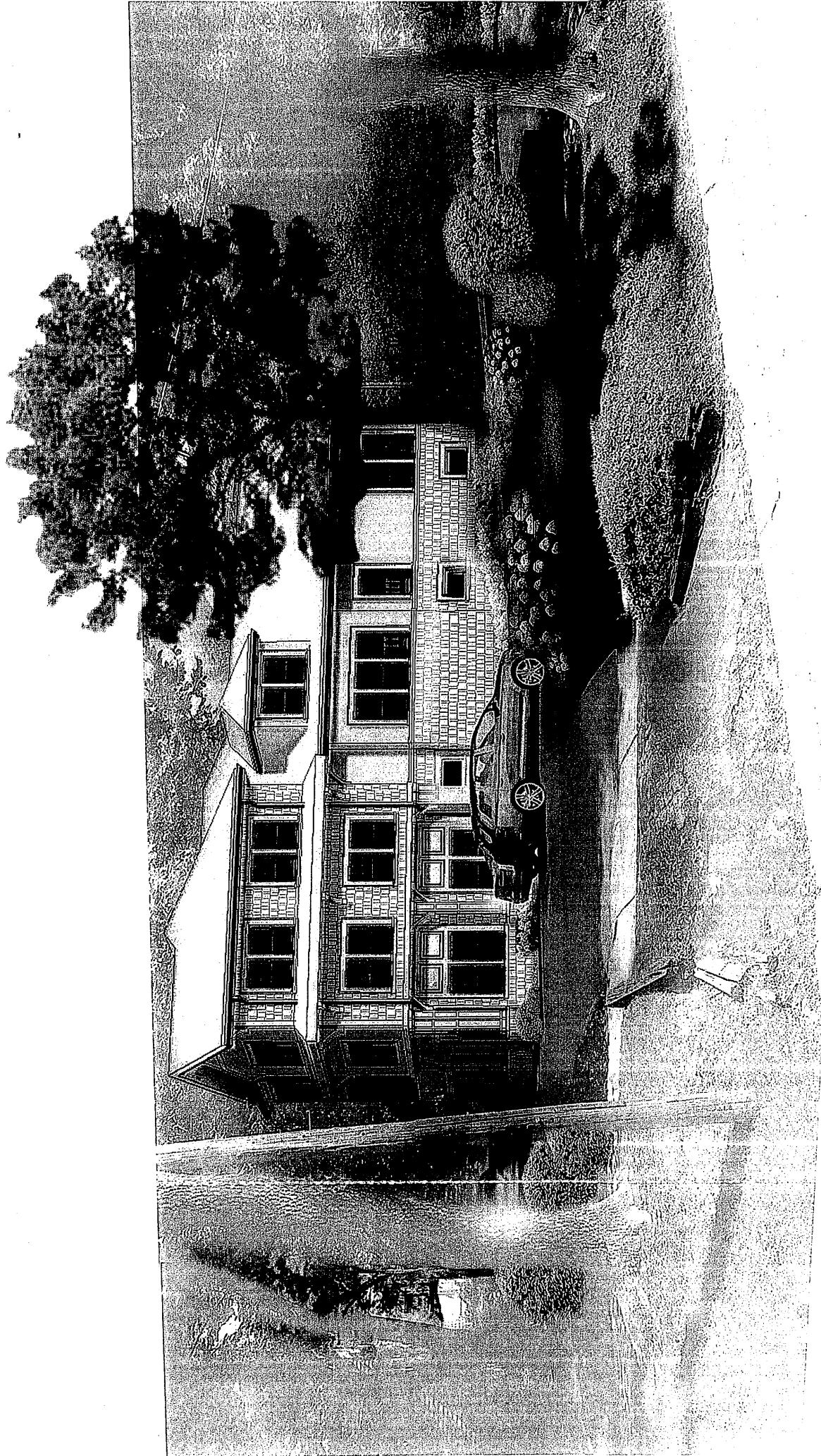
EXISTING  
DRIVE

8' 22'

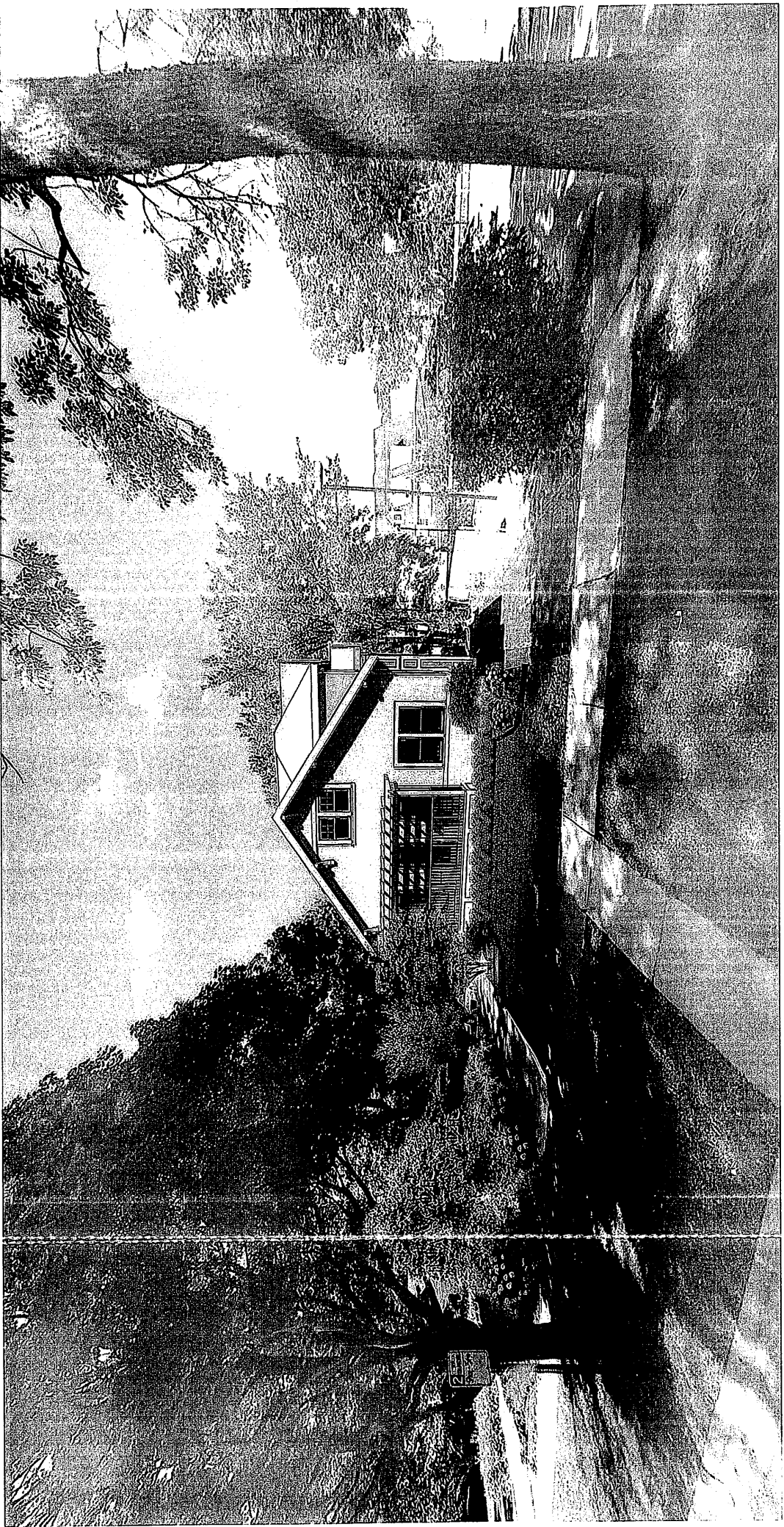
EXISTING  
LAWN

SECOND STREET









## **Sean Gascoigne**

---

**From:** Bradley Bloom  
**Sent:** Friday, December 20, 2013 4:02 PM  
**To:** Sean Gascoigne  
**Subject:** 125 W. Second Request for On Street Parking

Sean,

I received an inquiry from Steven Schmidt regarding the possibility of changing the parking on the north side of 2<sup>nd</sup> between Lincoln and Grant from red permits back to time zoned parking. Mr. Schmidt was interested in providing street parking for the building tenants patients. Currently, Second Street is designated as a red permit (northside) area from Lincoln west to the AT and T parking lot entrance and west of the entrance is a two hour zone. Grant (eastside) between 1<sup>st</sup> and 2<sup>nd</sup> is also a two hour zone. Grant street south of Second is a red permit area.

I have looked at usage over the last three days and regularly found 3-5 cars with red permits in the Second Street spaces. I am concerned that if we make all of second a time zone that it will displace the red permits to an area further from their destination and result in red permit holders parking in metered spots or not buying permits and parking in time zones. Also, time zone enforcement is difficult and inefficient for our personnel because it requires that enforcement personnel track usage over a two hour period. In practice, we find time zones abused resulting in less turnover. Lastly, with the project at 1<sup>st</sup> and Garfield going in I am anticipating an increased demand on red permits so I don't want to reduce available red parking areas. Please let me know if you have any questions.

**Chief Bradley Bloom**  
**Hinsdale IL Police Department**  
**121 Symonds Drive, Hinsdale IL 60521-1901**  
**Email: bbloom@villageofhinsdale.org**  
**Phone: 630.789.7088**  
**FAX: 630.789.1631**



January 13, 2014

I have reviewed the site plans and elevations for the parking layout and site developments for the property at 125 W. Second Street. I have no objections to the proposed development.

PRINTED NAME

SIGNATURE

ADDRESS

Julie Laux  
J. Jordan Homes Julie J. Laux 112 S Grant St.

Donald J. Brummer  
Brummer & Olsen LLP Donald J. Brummer 111 S. Grant St.

KEDRA J. OLSEN  
Brummer & Olsen LLP Kedra J. Olsen 111 S. Grant St.  
116 S. Dear St

Sharon Klein 116

(Jean Carey)  
Jean Carey Jean Carey 204 S. Lincoln  
FRANK CAREY Frank Carey 204 S. Lincoln

## Sean Gascoigne

---

**From:** Steven Schmitt <sschmitt@kolbrook.com>  
**Sent:** Wednesday, January 15, 2014 2:15 PM  
**To:** Robert McGinnis; Sean Gascoigne  
**Cc:** Steven Kolber  
**Subject:** Steil Office: Parking Lot #2 (Resubmittal)  
**Attachments:** Steil Office Parking#2 - Neighbor Support.pdf

Hello,

As a follow up to a voicemail that I left for Rob this morning, I simply wanted to forward this on to the both of you so that it can be made part of the official record. Attached is a list of neighbors (perhaps most influenced by a view of the parking lot), that DO NOT oppose the design as being presented tonight (in front of the zoning committee) and Monday January 27<sup>th</sup> (in front of the ZPS).

A brief summary of my in depth conversations with the neighbors who have vowed support for our design.

1. Jordan Homes (112 S. Grant Street) - west side of grant street with direct view of apron cut and parking lot.

- Are in favor of the aesthetic of the proposed parking area, especially with the landscaping that is being provided. With concerns of their own regarding the lack of street parking availability as it stands now, this property owner wishes that every step possible be taken to help mitigate and reduce the amount of on-street parking, claiming that the amount of street parking now is already burdensome to the nearby businesses and their respective operations. Let record show that immediately following my conversations, that one of the owners (Julie Laux) felt so adamant about wishing to include on-site parking...that she quickly sent an email to the village voicing her opinion.

2. Brummer and Olsen LLP (111 S. Grant Street) - property directly north of the subject property with a view of the parking lot

- I spoke with the landlords of the commercial building who also own the first floor practice. In speaking for themselves and those commercial tenants on floors above, they stated that among all surrounding properties, they perhaps have the clearest view of the proposed parking area (as they overlook the rear area of the subject property). After giving a long summary of previous building owners, current business owners, and the history of the area's parking woes, Donald Brummer and Kedra Olsen voice strong agreement that the on-street parking situation that currently exists near the intersection of Grant and 2<sup>nd</sup>, is far from ideal. Specifically quoting the great numbers of business in the area that are forced to have their staff and clientele park on the streets (their staff and clientele included), they both agreed favorably with the inclusion of on-site parking at the subject property to help mitigate street-parking. In terms of aesthetics, they applauded the efforts to minimize the size of the lot as well as provide landscaping to help beautify the area.

3. Sharon Klein (116 S. Grant Street) - property directly west of the subject property with a view of the parking lot and drive apron

- In being the pastor(s) for the nearby Zion Lutheran Church, Sharon did not specifically point toward any complications with the current on-street parking situation as they have on-site parking lots of their own to service their needs. However, she was in favor of the care taken to decrease the overall size of the parking lot (as opposed to proposal #1), and was quite fond of the landscaping used to help maintain the residential feel of the neighborhood.

4. Frank and Gene Carey (204 S. Lincoln Ave) - property on south side of 2<sup>nd</sup> street at corner of Lincoln.

- In being one of the original property owners to voice opposition to the larger parking lot proposed in submittal #1, we felt it pertinent to confirm whether or not the redesign has satisfied their original concerns. After understanding that Police Chief Bloom has spoken toward the infeasibility of

changing the nearby permitted parking spots into 2-hour timed spots; both Gene and her husband Frank have concluded that all of the steps taken as part of proposal #2, successfully remedy their initial concerns and are furthermore eager to see the end "built-result" of this newly polished design.

Any assistance you can provide in making sure that these findings reach any and all pertinent parties, would greatly be appreciated.

Thank you,

## Sean Gascoigne

---

**From:** carolrosecl@aol.com  
**Sent:** Tuesday, December 17, 2013 6:06 PM  
**To:** Christine Bruton  
**Cc:** skolber@kolbrook.com; sschmidt@kolbrook.com; Sean Gascoigne  
**Subject:** 125 West Second Street second application

I am writing because I am out of town and unable to attend the meetings concerning the application for a parking lot at 125 West Second Street.

I live at 116 West Second Street, which is across the street from this property, and am concerned about a new parking lot across the street from a residential block.

This is the second application for variances for a parking lot at this location. While I appreciate the property owner's efforts to deal with the neighbors' concerns and recognize that the second application is an improvement over the first, concerns remain (discussed below). Additionally, I would like to clarify that the neighbors did not advise the architects to put a parking lot in the corner yard.

10 a of the application states that "following the advice of the surrounding property owners", a parking lot is proposed in the corner yard rather than the front yard. I don't recall any neighbor proposing a lot in the corner yard. I specifically suggested the patients and staff of the owner park in the empty permit spots. Currently Second Street between Grant and Lincoln is all permit parking with the exception of two parking spots. I live in the center of this block and almost always see four or five unoccupied permit spots. If four to five of the permit spots were changed to non-permit spots, a process I am told would not take an inordinate amount of time, there would be parking for patients in those spots as well as the two current non-permit spots. If the Village seeks revenue from these parking spots, they could be metered or the owner could be permitted to purchase permits. This use of these unoccupied permit spots would be the easiest and least expensive solution for the owner as well as the most aesthetically appealing for the neighbors.

The concerns I have with this second application, in addition to it not considering on-street parking once some of the unused permit spots are eliminated, are

1) 10 d requests a landscape buffer that would not block the view of the parking lot. Although "dense" landscaping is described, it is not high enough to prevent neighbors from seeing the lot. It's unclear why a variance for shorter landscaping should be granted.

2) Set backs - A number of setback variances are requested. The most disturbing is the one on the south or residential side of the street. A setback of 5'6" is requested instead of the required 35' required. Although the current setback is not 35', it is much less than 5'6".

3) There is an unclear reference to staff parking on the east side.

I hope the owner will reconsider and pursue on-street parking in the currently unused permit spots. Thank you for your consideration.

Carol Clarke  
116 West Second  
330 886 8143 (cell)

## Sean Gascoigne

---

**From:** carolrosecl@aol.com  
**Sent:** Tuesday, December 24, 2013 1:43 PM  
**To:** Sean Gascoigne; Sean Gascoigne; Kathleen Gargano  
**Subject:** Fwd: 125 West Second Street second application

Since I am unable to attend the January 8 meeting because I am out of town until April, I would appreciate it if my December 17 email (see below) could be included in the January 8 meeting record. I hope this is possible.

Thank you.

Carol Clarke  
116 West Second Street  
630 886 8143 (cell)

-----Original Message-----

**From:** carolrosecl <carolrosecl@aol.com>  
**To:** zba <zba@villageofhinsdale.org>  
**Cc:** skolber <skolber@kolbrook.com>; sschmidt <sschmidt@kolbrook.com>; sgascoigne <sgascoigne@villageofhinsdale.org>  
**Sent:** Tue, Dec 17, 2013 7:06 pm  
**Subject:** 125 West Second Street second application

I am writing because I am out of town and unable to attend the meetings concerning the application for a parking lot at 125 West Second Street.

I live at 116 West Second Street, which is across the street from this property, and am concerned about a new parking lot across the street from a residential block.

This is the second application for variances for a parking lot at this location. While I appreciate the property owner's efforts to deal with the neighbors' concerns and recognize that the second application is an improvement over the first, concerns remain (discussed below). Additionally, I would like to clarify that the neighbors did not advise the architects to put a parking lot in the corner yard.

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- 3) There is an unclear reference to staff parking on the east side.

I hope the owner will reconsider and pursue on-street parking in the currently unused permit spots. Thank you for your consideration.

Cardi Clarke  
116 West Second  
630 886 8143 (cell)



## **Sean Gascoigne**

---

**From:** carolrosecl@aol.com  
**Sent:** Tuesday, December 31, 2013 12:34 PM  
**To:** kgargano@villageofhinsdale.org; Sean Gascoigne  
**Subject:** Fwd: 125 West Second Street second application

I am forwarding this email so that it can be considered at the January 8, 2014 meeting of the Planning Commission. Thank you,

Carol Clarke  
239 234 5772 (land line until 4/14)  
630 886 8143 (cell)

-----Original Message-----

**From:** carolrosecl <carolrosecl@aol.com>  
**To:** zba <zba@villageofhinsdale.org>  
**Cc:** skolber <skolber@kolbrook.com>; sschmidt <sschmidt@kolbrook.com>; sgascoigne <sgascoigne@villageofhinsdale.org>  
**Sent:** Tue, Dec 17, 2013 7:06 pm  
**Subject:** 125 West Second Street second application

I am writing because I am out of town and unable to attend the meetings concerning the application for a parking lot at 125 West Second Street.

I live at 116 West Second Street, which is across the street from this property, and am concerned about a new parking lot across the street from a residential block.

This is the second application for variances for a parking lot at this location. While I appreciate the property owner's efforts to deal with the neighbors' concerns and recognize that the second application is an improvement over the first, concerns remain (discussed below). Additionally, I would like to clarify that the neighbors did not advise the architects to put a parking lot in the corner yard.

10 a of the application states that "following the advice of the surrounding property owners", a parking lot is proposed in the corner yard rather than the front yard. I don't recall any neighbor proposing a lot in the corner yard. I specifically suggested the patients and staff of the owner park in the empty permit spots. Currently Second Street between Grant and Lincoln is all permit parking with the exception of two parking spots. I live in the center of this block and almost always see four or five unoccupied permit spots. If four to five of the permit spots were changed to non-permit spots, a process I am told would not take an inordinate amount of time, there would be parking for patients in those spots as well as the two current non-permit spots. If the Village seeks revenue from these parking spots, they could be metered or the owner could be permitted to purchase permits. This use of these unoccupied permit spots would be the easiest and least expensive solution for the owner as well as the most aesthetically appealing for the neighbors.

The concerns I have with this second application, in addition to it not considering on-street parking once some of the unused permit spots are eliminated, are

1) 10 d requests a landscape buffer that would not block the view of the parking lot. Although "dense" landscaping is described, it is not high enough to prevent neighbors from seeing the lot. It's unclear why a variance for shorter landscaping should be granted.

2) Set backs - A number of setback variances are requested. The most disturbing is the one on the south or residential side of the street. A setback of 5'6" is requested instead of the required 35' required. Although the current setback is not 35', it is much less than 5'6".

3) There is an unclear reference to staff parking on the east side.

I hope the owner will reconsider and pursue on-street parking in the currently unused permit spots. Thank you for your consideration.

Carol Clarke  
116 West Second  
630 886 8143 (cell)

**PLAN  
COMMISSION  
MINUTES**

**MINUTES  
VILLAGE OF HINSDALE  
PLAN COMMISSION  
JANUARY 8, 2014  
MEMORIAL HALL  
7:30 P.M.**

Chairman Byrnes called the meeting to order at 7:30 p.m., Wednesday, January 8, 2014 in Memorial Hall, the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois.

**PRESENT:** Chairman Byrnes, Commissioner Crnovich, Commissioner Johnson and Commissioner McMahon, Commissioner Cashman and Commissioner Stifflear

**ABSENT:** Commissioner Sullins

**ALSO PRESENT:** Sean Gascoigne, Village Planner

---

**Approval of Minutes**

The Plan Commission reviewed the minutes from the November 13, 2013 meeting. Commissioner Cashman motioned to approve the minutes of November 13, 2013, as amended. Commissioner McMahon seconded. The motion passed unanimously.

**Scheduling of Public Hearings**

**A-01-2014 – 35 E. First Street – Special Use Permit to Allow a Personal Training Facility on the Second Floor.**

Chairman Byrnes stated this public hearing would be scheduled for February 12, 2014.

**Exterior Appearance/Site Plan Review**

**125 W. 2<sup>nd</sup> Street - Site Plan/Exterior Appearance Approval for a Reconfigured Surface Parking Lot.**

Steven Kolber, architect for the applicant, introduced himself and provided a history of the proposal, indicating that they were coming back with a different parking lot design, based on the Commission's comments and responses from the first proposal. He then addressed the presentation boards and continued explaining the proposed changes from the original proposal, which included pushing the parking lot to the north and providing extensive landscaping.

He then indicated that with the revisions proposed, he felt that the parking lot and vehicles would be almost entirely shielded from view by the residents on the south.

Commissioner Stifflear asked Mr. Kolber to speak to the neighborhood and the concerns originally presented by the neighbors.

## **Plan Commission Minutes**

**January 8, 2014**

General discussion ensued regarding the existing parking situation and how the new proposal would impact the neighbors to the south. He then indicated that he had reached out to the Police Chief regarding the suggestion to use street parking and they had received a response that he was not in favor of giving up any of those spaces.

General discussion ensued regarding existing street parking in the area.

Mr. Kolber explained the reasoning for his client's desire to have the additional parking and other feedback from the neighborhood.

Commissioner Crnovich expressed her concerns, which included the use of the drive aisle to the east of the property being cut off and used for tandem parking. She complemented the applicant on the proposed changes and their effort to minimize the Commission's original concerns, but still felt that the proposed driveway, as well as the concept of tandem parking along the east of the property, created too large of a negative impact to the residential component of the neighborhood and that she felt it was not in keeping with the intent of the O-1 District.

Chairman Byrnes appreciated Commissioner Crnovich's comments, but felt that the changes the applicant had made were a significant improvement to the area. He indicated that he also had concerns with the tandem parking area, but was happy with the other improvements.

Mr. Gascoigne indicated that the drive aisle was an existing condition but that based on the Commission's concerns, he would follow up with the Police Chief and the Village Attorney to get their thoughts regarding that portion of the request.

Chairman Byrnes expressed his thoughts and indicated that these challenges are typical any time you have office districts that abut residential.

Commissioner Stifflear offered his thoughts and indicated that given all of the street parking that had been identified and the fact that no parking is technically required, he felt that was sufficient and that a parking lot was not necessary. Especially considering that the code did not allow parking lots in the front or corner side yards.

Commissioner Crnovich suggested alternative solutions to the parking lot and general discussion ensued regarding the surrounding land uses and parking options. She then went on to discuss other concerns she had, including the location of the handicap space and the ability for someone to turn around.

Mr. Kolber confirmed that the proposed drive aisle width met the code which is designed to allow for someone to back out of the handicap spot and turn around in the parking lot.

Commissioner Cashman asked the applicant to identify where the required setback would fall on the existing site plan and general discussion ensued regarding the parking lot placement, in relationship to that setback.

## Plan Commission Minutes

January 8, 2014

Mr. Kolber explained his client's position and indicated that they were trying to find the best possible solution to accommodate his client's parking needs.

Commissioner Cashman expressed his concerns and could not see the benefit in providing 5 extra spots considering the impact to the neighborhood, the degree of variation being requested and the feedback the Commission had received regarding the proposal. He complemented the applicant for their effort, but indicated that he could not support it.

General discussion ensued regarding the potential impact to the neighbors and the general impact of parking lots in residential neighborhoods.

Commissioner Crnovich confirmed the variations and which requests would proceed to the Board.

Mr. Gascoigne indicated that he believed that the setback variations would be final at the Zoning Board, but that he thought the others would have to go onto the Board.

Chairman Byrnes appreciated the concerns regarding the parking lot in the corner side yard and questioned whether the Commission should be considering this aspect of the request since the Zoning Board will be considering this as part of their variation requests.

General discussion ensued and certain Commissioners felt that the standards set forth for site plan and exterior appearance approval, still allowed the Commission the ability to make a recommendation with regards to its location on the site.

Commissioner Cashman offered his final thoughts and indicated that he appreciated the applicant's efforts, but reiterated that he couldn't support it.

General discussion ensued summarizing the additional concerns raised by the Commission as well as the need for the handicap spot.

Commissioner Stifflear motioned for the disapproval of the Site Plan for a Reconfigured Surface Parking Lot at 125 W. Second Street. Commissioner Crnovich seconded. The motion passed and the site plan was recommended for denial with the following vote: Ayes: Commissioner Stifflear, Commissioner Johnson, Commissioner Crnovich and Commissioner Cashman. Nays: Chairman Byrnes and Commissioner McMahon. Several Commissioners summarized their previous positions and offered final thoughts as to why they were or weren't in favor of the request.

Commissioner Crnovich questioned signage and the location of the dumpster.

The applicant indicated that those details had not been worked out yet.

Commissioner Stifflear motioned for disapproval of Exterior Appearance for a Reconfigured Surface Parking Lot at 125 W. Second Street. Commissioner Crnovich seconded.

## **Plan Commission Minutes**

**January 8, 2014**

General discussion ensued regarding the scope of the approval and what the Commission should be looking at.

Mr. Gascoigne indicated that the request for exterior appearance in this situation was specific to the request being made, so there was no real need to differentiate between the driveway and the building since the building had already been approved and was not part of this specific request.

The motion passed and the site plan was recommended for denial with the following vote:  
Ayes: Commissioner Stifflear, Commissioner Johnson, Commissioner Crnovich and Commissioner Cashman. Naves: Chairman Byrnes and Commissioner McMahon.

### **Signage**

#### **301 W. 59<sup>th</sup> Street – Hidden Lakes Apartments – One Ground Sign**

Chairman Byrnes introduced the case and asked if the applicant was present.

Mr. Gascoigne confirmed that the applicant did not appear to be present. He explained that the Commission had the discretion to continue the sign to next month's meeting or, if the Commission did not have comments or concerns with the sign, could take action based on their comfort with the proposal.

The Commission indicated that they liked the sign and were fine approving it without the applicant being present.

General discussion ensued regarding why the request was coming before the Plan Commission. Mr. Gascoigne explained that all ground signs must be brought in front of the Plan Commission and also, while the Commission has the authority to approve the requested sign, there were no standards or requirements in the code for this zoning district. As such he indicated that the sign as proposed, had a 7'-0" setback but staff was recommending that they push that back to 10'-0" to be consistent with the requirements for other ground signs in similar districts.

Commissioner Johnson motioned to approve the monument sign at 301 W. 59<sup>th</sup> Street – Hidden Lakes Apartment, subject to a 10'-0" setback. Commissioner McMahon seconded. The motion passed unanimously.

### **Adjournment**

Commissioner Johnson moved to adjourn. Commissioner Crnovich seconded and the meeting adjourned at 8:20 p.m. on January 8, 2014.

Respectfully Submitted,

Sean Gascoigne  
Village Planner

**ZONING BOARD  
OF APPEALS  
CORRESPONDENCE**



## **FINAL DECISION**

### **VILLAGE OF HINSDALE ZONING BOARD OF APPEALS PETITION FOR VARIATION**

**Zoning Calendar:** V-14-13

**Petitioner:** Kolbrook Design, Inc.

**Meeting held:** Public Hearing was held on Wednesday, January 15, 2014 at 7:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on December 26, 2013.

**Premises Affected:** Subject Property is commonly known as 125 W. Second Street, Hinsdale, Illinois and is legally described as:

THE WEST ½ OF LOTS 7 AND 10, IN BLOCK 2 IN J.L. CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT 15440, IN DU PAGE COUNTY, ILLINOIS

**Subject:** Section 9-104 (G)(2)(b) to allow a parking lot in a corner side yard.

Section 9-107(A)(1) to allow less than the required 10'-0" landscape buffer, along the corner side (west) and front (south) yards of the proposed parking lot.

Section 9-101E which refers to Section 6-111 to allow the proposed parking lot to have:

A rear (north) parking lot yard/setback of 3'6" in lieu of the 25'-0" required.

A corner side (west) parking lot yard/setback of 5'-0", in lieu of the 35'-0" required.

This relief is being requested in order to construct a parking lot at the above mentioned address in order to provide off-street parking for their clients. The property is zoned O-1, Specialty Office District.

**Facts:** This property is located in the O-1 Specialty Office District in the Village of Hinsdale and is located on the northeast corner of Grant and Second Street. The property is approximately 87'x100' and has a total square footage of approximately 8,720.

The maximum FAR is .40 or approximately 3,488 square feet and the maximum allowable building coverage is 35% or approximately 3,052 square feet.

**Action of the Board:**

Chairman Braselton went over the provisions in 6-101 of the Zoning Code and the purpose and intent of the O-1 zoning district.

Member Neiman discussed the standards for variation and in how many cases the ZBA has taken the role of strict constructionists of the code versus the number of times that perhaps they had not and still granted the variance even though they didn't quite fit. He added that the central question was whether a parking lot best maintains the essential residential character of an area or more on-street parking. He added that most of the neighbors stated that their preference was for a parking lot to more on-street parking, and that in his view, a nicely landscaped parking lot over even more on-street parking best maintained the essential residential character of the area.

There were comments made about the nature of the area and the risks that residents incurred when they purchased in a transitional area.

Member Moberly asked whether medical offices were permitted in the O-1 and the amount of traffic in this area. He agreed with comments that Member Neiman made and summarized with a "pick-your-poison" statement regarding where the additional cars be placed; either in the street or in a parking lot.

Member Biggert stated that the O-1 districts posed a unique situation and felt that the applicant should be given credit for modifying the original proposal and agreed with Member Neiman's comments.

Member Connelly stated that given the number of elderly patients likely using this facility, parking on-site would seem to him to be a safer alternative to having them walking up and down the streets in January.

Chairman Braselton asked that in the future, when concurrent applications are filed, that the applicant start at the Zoning Board of Appeals rather than the Plan Commission regardless of when dates fell for the meetings.

Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had been met and recommended approval.

A motion to recommend approval was made by Member Neiman and seconded by Member Connelly.

**AYES:** Members Connelly, Moberly, Neiman, Biggert, and Chairman Braselton

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Member Callahan, Giltner

**THE HINSDALE ZONING BOARD OF APPEALS**

---

Chairman Debra Braselton

Filed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, with the office of the Building Commissioner.

**VILLAGE OF HINSDALE  
MINUTES OF THE MEETING  
ZONING BOARD OF APPEALS  
January 15, 2014**

**1. CALL TO ORDER**

Chairman Debra Braselton called the regularly scheduled meeting of the Zoning Board of Appeals to order on Wednesday, January 15, 2014 at 7:34 p.m. in Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois.

**2. ROLL CALL**

**Present:** Chairman Debra Braselton, Members Marc Connelly, Gary Moberly, Bob Neiman, and Roddy Biggert

**Absent:** Members Keith Giltner and John Callahan

**Also Present:** Director of Community Development/Building Commissioner Robb McGinnis, Village Clerk Christine Bruton, Court Reporters Kathleen Bono and Tara Zeno

**3. APPROVAL OF MINUTES – December 18, 2013**

There being no corrections or changes to the draft minutes, Member Moberly moved to approve the minutes of the regularly scheduled meeting of December 18, 2013, as presented. Member Connelly seconded the motion.

**AYES:** Members Connelly, Moberly, Biggert and Chairman Braselton

**NAYS:** None

**ABSTAIN:** Member Neiman

**ABSENT:** Members Giltner and Callahan

Motion carried.

**4. APPROVAL OF FINAL DECISION**

**a) V-13-13, 629 S. Garfield**

Chairman Braselton introduced the item and asked for changes or corrections to the draft final decision. There being none, Member Moberly moved to approve the Final Decision for V-13-13, 629 S. Garfield. Member Biggert seconded the motion.

1 of the house, this parking location is the only place it can go,  
2 particularly after Plan Commission and neighbor comments. Member  
3 Biggert pointed out this is unique because this is located in the O-1  
4 District and he feels the applicant should be commended for trying to  
5 take cars off the street. Chairman Braselton noted that because it is a  
6 corner lot there are additional restrictions which greatly impact setback  
7 requirements. In terms of the denial of substantial rights, it is  
8 Kolbrook's opinion that for her to conduct her business effectively, not  
9 providing this parking creates a hardship for her and her patients. This  
10 is not merely a special privilege because they are not asking for  
11 anything that has not been provided to other O-1 businesses. The use  
12 and development of the property are consistent with the neighborhood  
13 and would not take away from the residential feel of the neighborhood.  
14 They believe the architecture, landscaping and placement of the parking  
15 at the rear of the lot will maintain and enhance the character of the  
16 area. Member Neiman commented that this is a 'pick your poison'  
17 scenario. He stated a bigger parking lot close to a residential area  
18 would be an eyesore, but if you live across the street you don't want on-  
19 street parking increased either. Mr. Kolber believes an increase of  
20 parked cars on the street implies commercial activity. They want to  
21 take those cars off the street to preserve the residential quality of the  
22 neighborhood.

23 Mr. Kolber said with respect to the southwest corner, they will keep the  
24 existing trees and hug the landscaping to the parking. The front will be  
25 a grassy lawn then a heavy hedge; the grade will also conceal the  
26 vehicles. Ingress and egress is on Grant Street. He also noted 12%  
27 more overall impervious surface will be added. This is the only and best  
28 solution for the neighborhood and this amenity is seen throughout this  
29 zoning district. Member Biggert noted if Ms. Steil is not permitted to  
30 provide this parking, her clients will have to make the walk to the  
31 office; these parking places provide a safer access to the building.  
32 Currently there is no handicapped space in the area.

33 Mr. Schmitt referenced an email from Police Chief Bloom wherein he  
34 stated that he has studied the usage in this area over the last three  
35 days and concluded that it would not be feasible to change the permitted  
36 spots to two-hour timed parking. It was stated that surrounding  
37 commercial businesses are already concerned about the number of  
38 existing spaces. Mr. Schmitt was concerned the neighbors to the west  
39 have a clear view, but he spoke to the pastor of the church who  
40 applauded the minimal parking and landscaping provided. The  
41 comments received from residential and commercial neighbors were  
42 reviewed. Mr. Kolber reiterated the Plan Commission was concerned  
43 about how the parking lot would affect the residential neighborhood and

1       **AYES:** Members Connelly, Moberly, Neiman, Biggert and Chairman  
2       Braselton

3       **NAYS:** None

4       **ABSTAIN:** None

5       **ABSENT:** Members Giltner and Callahan

6  
7       Motion carried.

8  
9                               **D E L I B E R A T I O N**

10  
11       Chairman Braselton began deliberations by stating it was helpful to  
12       read the intents and purposes of the O-1 District in the Zoning Code,  
13       which she read into the record. Member Neiman stated that if we were  
14       strict constructionists of the code, he would question the standards of  
15       being denied a substantial right and special privilege, but historically in  
16       certain cases we have not been, particularly when there is no neighbor  
17       objection and the proposal is beneficial on the whole. The central  
18       question here is does a parking lot best maintain the essential  
19       residential character of the area or does even more on-street parking?  
20       Neighbors prefer the parking lot. They bought a home in this district.  
21       He thinks he would prefer a landscaping buffer than more cars on the  
22       street. Member Connelly agreed. It was confirmed that professional  
23       offices are a permitted use. Member Moberly agrees that this would  
24       cause congestion in the neighborhood. Member Biggert commented that  
25       the O-1 District presents a different situation and the applicant should  
26       be given credit for modifying their request from 10-12 spaces to 5.  
27       Member Connelly noted that elderly patients would be better served  
28       with parking on the property. Chairman Braselton noted in general  
29       that it might have been helpful to have the variance first, and then the  
30       Plan Commission hearing; the Zoning Board and the Plan Commission  
31       should be able to work together. Member Neiman moved to **approve**  
32       **the variation known as V-14-13, 125 W. 2<sup>nd</sup> Street.** Member  
33       Connelly seconded the motion.

34  
35       **AYES:** Members Connelly, Moberly, Neiman, Biggert and Chairman  
36       Braselton

37       **NAYS:** None

38       **ABSTAIN:** None

39       **ABSENT:** Members Giltner and Callahan

40  
41       Motion carried.  
42  
43

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

BEFORE THE HINSDALE ZONING BOARD OF APPEALS

In the Matter of:             )  
                                  )  
125 W. 2nd Street            )  
                                  )  
CASE NO. V-14-13.            )

REPORT OF DELIBERATION PROCEEDINGS had  
at the hearing of the above-entitled matter  
before the Hinsdale Zoning Board of Appeals, at  
19 East Chicago Avenue, Hinsdale, Illinois, on  
the 15th day of January, A.D. 2014, at the hour  
of 7:30 p.m.

BOARD MEMBERS PRESENT:

MS. DEBRA BRASELTON, Chairman;  
MR. ROBERT K. NEIMAN, Vice Chairman;  
MR. RODY BIGGERT, Member;  
MR. MARC CONNELLY, Member;  
MR. GARY MOBERLY, Member.

1       ALSO PRESENT:

2                   MR. ROBB MCGINNIS, Director of  
3                   Community Development/Building  
4                   Commissioner;

5                   MS. CHRISTINE BRUTON, Deputy Village  
6                   Clerk.

7       -----

8                   CHAIRMAN BRASELTON: I don't know if  
9       it's helpful to read on page 287, 6-101(C) about  
10      the O-1 district and its intents and its  
11      purposes and all that. It was useful because  
12      it's such a --

13                  MR. MOBERLY: You have it memorized.  
14      We do not, so can you read it to us?

15                  CHAIRMAN BRASELTON: Sure. You know,  
16      6-101 is -- talks about the three zoning  
17      districts for office development. Specifically,  
18      the O-1 specialty office district is intended to  
19      provide for small offices in the older areas of  
20      the village adjacent to the central business  
21      areas where it is possible to retain the  
22      residential character and appearance of the



1 village and at the same time promote limited  
2 business activity.

3 The use is permitted or  
4 characterized by low traffic volume and limited  
5 outdoor advertising. Regulations of the O-1  
6 district are designed to encourage the retention  
7 and renovation of sound existing structures and  
8 to ensure that the office uses remain compatible  
9 with the residential uses while permitting the  
10 area to maintain a distinctive residential  
11 character. Replacement structures in the O-1  
12 district also must have a residential character  
13 and appearance.

14 O-1 is normally small in size and  
15 located to provide a transition between  
16 residential areas and less restricted districts,  
17 which is the buffer zone that Julie was talking  
18 about. So, as far as like just a general feel,  
19 that was helpful to me to know why we have this.

20 MR. BIGGERT: Thank you, Madam  
21 Chairman.

22 MR. NEIMAN: I'll get the ball rolling.

1       It seems to me that if we were strict  
2       constructionists of the code, which I think we  
3       can all agree that in certain cases historically  
4       we have not been, a pretty good argument could  
5       be made that the applicant doesn't meet a couple  
6       of the criteria. The ones that come to my mind  
7       are, are they really being denied a substantial  
8       right?

9                   I don't know that anybody has a  
10       substantial right to increase parking in this  
11       situation. I'm also not sure that granting the  
12       variance would, in fact, not be a special  
13       privilege. But as I said, we haven't in many  
14       cases in the past been strict constructionists  
15       because we've in other cases perhaps not  
16       strictly applied these criteria and still  
17       granted the variances even though they didn't  
18       quite fit. We've sometimes put square pegs into  
19       round holes, and if the neighbors didn't object  
20       too much, we've said, yeah, I think this is, as  
21       a whole, beneficial. And I think that's where I  
22       come out here.

1 I don't know that we have strict  
2 compliance with the variance standards, but I  
3 think the central question on this variance  
4 application is does a parking lot best maintain  
5 the essential residential character of the area  
6 or does even more on-street parking?

7 When I read most of the input from  
8 the neighbors, most of the neighbors have said  
9 they prefer a parking lot to even more on-street  
10 parking. And trying to envision looking out my  
11 bedroom window, would I prefer seeing even more  
12 on-street parking even though, you know, to some  
13 degree everybody who lives in the area knew the  
14 job was dangerous when they took it. They  
15 bought property there. They bought a home near  
16 this district and that necessarily meant some  
17 on-street parking. This necessarily increases  
18 that on-street parking.

19 In my mind's eye, I think I prefer  
20 a nicely landscaped parking lot to even more  
21 on-street parking, so I think this solution best  
22 maintains the essential residential character of

1 the area, so I'm inclined to vote in favor.

2 MR. CONNELLY: Same.

3 MR. MOBERLY: Does the O-1 district  
4 limit the use of the property?

5 CHAIRMAN BRASELTON: To a permitted  
6 use.

7 MR. MOBERLY: Medical facilities are?

8 CHAIRMAN BRASELTON: Huh?

9 MR. MOBERLY: Medical facilities are?

10 CHAIRMAN BRASELTON: Professional  
11 offices are.

12 MR. MOBERLY: Okay. I could tell you  
13 I've dropped two children off to the  
14 orthodontist who is downtown, and I mean it's  
15 like in and out. Every 15 minutes there's cars.  
16 It's just amazing how many cars go in and out of  
17 a medical facility, so --

18 CHAIRMAN BRASELTON: It's professional  
19 offices.

20 MR. MOBERLY: And, again, choose your  
21 poison, as Rob so eloquently said. Do you have  
22 cars in the street or do you have a whole bunch

1 of cars in and out on 2nd and on Grant and cause  
2 a fair amount of congestion in the neighborhood?  
3 That's the question before us. With a medical  
4 facility, it's going to get worse as Obamacare  
5 gets -- you know, any medical facility, there  
6 could be --

7 MR. NEIMAN: And that is why none of us  
8 should be strict constructionists.

9 MR. MOBERLY: There could be three or  
10 four patients per hour -- five patients per  
11 hour.

12 MR. BIGGERT: How about a strict  
13 constructionist with Obamacare?

14 MR. NEIMAN: Beyond my pay grade.

15 MR. BIGGERT: I'm glad, Madam Chairman,  
16 that you read that introductory portion of the  
17 code because I think the O-1 districts do  
18 present kind of a different situation, and I  
19 think the applicant ought to be given credit,  
20 also, for modifying their original proposal for  
21 this parking situation.

22 The first one they came to us with

1       was much more aggressive, as I recall. It was  
2       like 10, 12 parking spaces, and as I also  
3       recall, there was going to be more than one  
4       doctor involved in this facility, if I recall  
5       correctly. That's why they needed at the time  
6       so many more parking spaces. In any event, I  
7       like the Vice Chairman's comments, as well, and  
8       I would approve this application.

9               CHAIRMAN BRASELTON: Are you done for  
10       the night?

11              MR. CONNELLY: No, I just -- I think  
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13       elderly patients. I wouldn't want my mother or  
14       father walking up and down the streets in  
15       January, so I think there's -- I would give it  
16       consideration even though it might not be  
17       handicap, there are -- there is that  
18       consideration, as well.

19              CHAIRMAN BRASELTON: I appreciate all  
20       your comments, and I think this was a really  
21       good discussion. And, Julie, thanks,  
22       particularly for coming over and giving us the

1 Plan Commission point of view.

2 So, my comments aren't going to be  
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6 this isn't any negative towards you, and then  
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11 whatever it's worth.

12 Anybody have a motion?

13 MR. NEIMAN: I move to approve the  
14 variance as requested.

15 MR. CONNELLY: I'll second.

16 CHAIRMAN BRASELTON: Roll call, please.

17 MS. BRUTON: Member Connelly.

18 MR. CONNELLY: Aye.

19 MS. BRUTON: Member Moberly.

20 MR. MOBERLY: Yes.

21 MS. BRUTON: Member Neiman.

22 MR. NEIMAN: Yes.

1 MS. BRUTON: Member Biggert.

2 MR. BIGGERT: Yes.

3 MS. BRUTON: Chairman Braselton.

4 CHAIRMAN BRASELTON: Yes. I was just  
5 going to ask if we need three separate motions.

6 So, that's everything, you meant everything?

7 MR. NEIMAN: I said variances.

8 CHAIRMAN BRASELTON: Okay. So, yes.

9 (WHICH WERE ALL THE PROCEEDINGS  
10 HAD IN THE ABOVE-ENTITLED  
11 CAUSE ON THIS DATE.)

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1 STATE OF ILLINOIS )

2 ) SS:

3 COUNTY OF C O O K )

4 I, TARA M. ZENO, CSR No. 84-4268, a  
5 Notary Public within and for the County of  
6 DuPage, State of Illinois, and a Certified  
7 Shorthand Reporter of said state, do hereby  
8 certify:

9 That previous to the commencement of  
10 the examination of the witness, the witness was  
11 duly sworn to testify the whole truth concerning  
12 the matters herein;

13 That the foregoing hearing transcript  
14 was reported stenographically by me, was  
15 thereafter reduced to typewriting under my  
16 personal direction and constitutes a true record  
17 of the testimony given and the proceedings had;

18 That the said hearing was taken before  
19 me at the time and place specified;

20 That I am not a relative or employee or  
21 attorney or counsel, nor a relative or employee  
22 of such attorney or counsel for any of the

1 parties hereto, nor interested directly or  
2 indirectly in the outcome of this action.

3 IN WITNESS WHEREOF, I do hereunto set  
4 my hand of office at Chicago, Illinois, this 6th  
5 day of February, 2014.

6

7

8

9

10 Notary Public, DuPage County, Illinois.

11 My commission expires 5/24/14.

12

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TARA M. ZENO, CSR No. 84-4268

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

BEFORE THE HINSDALE ZONING BOARD OF APPEALS

In the Matter of:             )  
                               )  
 125 W. 2nd Street            )  
                               )  
 CASE NO. V-14-13.            )

REPORT OF DELIBERATION PROCEEDINGS had  
 at the hearing of the above-entitled matter  
 before the Hinsdale Zoning Board of Appeals, at  
 19 East Chicago Avenue, Hinsdale, Illinois, on  
 the 15th day of January, A.D. 2014, at the hour  
 of 7:30 p.m.

BOARD MEMBERS PRESENT:

MS. DEBRA BRASELTON, Chairman;  
 MR. ROBERT K. NEIMAN, Vice Chairman;  
 MR. RODY BIGGERT, Member;  
 MR. MARC CONNELLY, Member;  
 MR. GARY MOBERLY, Member.

1       ALSO PRESENT:

2                   MR. ROBB MCGINNIS, Director of  
3                   Community Development/Building  
4                   Commissioner;

5                   MS. CHRISTINE BRUTON, Deputy Village  
6                   Clerk.

7       -----

8                   CHAIRMAN BRASELTON: I don't know if  
9       it's helpful to read on page 287, 6-101(C) about  
10      the O-1 district and its intents and its  
11      purposes and all that. It was useful because  
12      it's such a --

13                  MR. MOBERLY: You have it memorized.  
14      We do not, so can you read it to us?

15                  CHAIRMAN BRASELTON: Sure. You know,  
16      6-101 is -- talks about the three zoning  
17      districts for office development. Specifically,  
18      the O-1 specialty office district is intended to  
19      provide for small offices in the older areas of  
20      the village adjacent to the central business  
21      areas where it is possible to retain the  
22      residential character and appearance of the

1 village and at the same time promote limited  
2 business activity.

3 The use is permitted or  
4 characterized by low traffic volume and limited  
5 outdoor advertising. Regulations of the O-1  
6 district are designed to encourage the retention  
7 and renovation of sound existing structures and  
8 to ensure that the office uses remain compatible  
9 with the residential uses while permitting the  
10 area to maintain a distinctive residential  
11 character. Replacement structures in the O-1  
12 district also must have a residential character  
13 and appearance.

14 O-1 is normally small in size and  
15 located to provide a transition between  
16 residential areas and less restricted districts,  
17 which is the buffer zone that Julie was talking  
18 about. So, as far as like just a general feel,  
19 that was helpful to me to know why we have this.

20 MR. BIGGERT: Thank you, Madam  
21 Chairman.

22 MR. NEIMAN: I'll get the ball rolling.



1     It seems to me that if we were strict  
2     constructionists of the code, which I think we  
3     can all agree that in certain cases historically  
4     we have not been, a pretty good argument could  
5     be made that the applicant doesn't meet a couple  
6     of the criteria. The ones that come to my mind  
7     are, are they really being denied a substantial  
8     right?

9                     I don't know that anybody has a  
10    substantial right to increase parking in this  
11    situation. I'm also not sure that granting the  
12    variance would, in fact, not be a special  
13    privilege. But as I said, we haven't in many  
14    cases in the past been strict constructionists  
15    because we've in other cases perhaps not  
16    strictly applied these criteria and still  
17    granted the variances even though they didn't  
18    quite fit. We've sometimes put square pegs into  
19    round holes, and if the neighbors didn't object  
20    too much, we've said, yeah, I think this is, as  
21    a whole, beneficial. And I think that's where I  
22    come out here.

1 I don't know that we have strict  
2 compliance with the variance standards, but I  
3 think the central question on this variance  
4 application is does a parking lot best maintain  
5 the essential residential character of the area  
6 or does even more on-street parking?

7 When I read most of the input from  
8 the neighbors, most of the neighbors have said  
9 they prefer a parking lot to even more on-street  
10 parking. And trying to envision looking out my  
11 bedroom window, would I prefer seeing even more  
12 on-street parking even though, you know, to some  
13 degree everybody who lives in the area knew the  
14 job was dangerous when they took it. They  
15 bought property there. They bought a home near  
16 this district and that necessarily meant some  
17 on-street parking. This necessarily increases  
18 that on-street parking.

19 In my mind's eye, I think I prefer  
20 a nicely landscaped parking lot to even more  
21 on-street parking, so I think this solution best  
22 maintains the essential residential character of

1 the area, so I'm inclined to vote in favor.

2 MR. CONNELLY: Same.

3 MR. MOBERLY: Does the 0-1 district  
4 limit the use of the property?

5 CHAIRMAN BRASELTON: To a permitted  
6 use.

7 MR. MOBERLY: Medical facilities are?

8 CHAIRMAN BRASELTON: Huh?

9 MR. MOBERLY: Medical facilities are?

10 CHAIRMAN BRASELTON: Professional  
11 offices are.

12 MR. MOBERLY: Okay. I could tell you  
13 I've dropped two children off to the  
14 orthodontist who is downtown, and I mean it's  
15 like in and out. Every 15 minutes there's cars.  
16 It's just amazing how many cars go in and out of  
17 a medical facility, so --

18 CHAIRMAN BRASELTON: It's professional  
19 offices.

20 MR. MOBERLY: And, again, choose your  
21 poison, as Rob so eloquently said. Do you have  
22 cars in the street or do you have a whole bunch

1 of cars in and out on 2nd and on Grant and cause  
2 a fair amount of congestion in the neighborhood?  
3 That's the question before us. With a medical  
4 facility, it's going to get worse as Obamacare  
5 gets -- you know, any medical facility, there  
6 could be --

7 MR. NEIMAN: And that is why none of us  
8 should be strict constructionists.

9 MR. MOBERLY: There could be three or  
10 four patients per hour -- five patients per  
11 hour.

12 MR. BIGGERT: How about a strict  
13 constructionist with Obamacare?

14 MR. NEIMAN: Beyond my pay grade.

15 MR. BIGGERT: I'm glad, Madam Chairman,  
16 that you read that introductory portion of the  
17 code because I think the O-1 districts do  
18 present kind of a different situation, and I  
19 think the applicant ought to be given credit,  
20 also, for modifying their original proposal for  
21 this parking situation.

22 The first one they came to us with

1       was much more aggressive, as I recall. It was  
2       like 10, 12 parking spaces, and as I also  
3       recall, there was going to be more than one  
4       doctor involved in this facility, if I recall  
5       correctly. That's why they needed at the time  
6       so many more parking spaces. In any event, I  
7       like the Vice Chairman's comments, as well, and  
8       I would approve this application.

9               CHAIRMAN BRASELTON: Are you done for  
10      the night?

11             MR. CONNELLY: No, I just -- I think  
12      for a dermatology practice there are quite a few  
13      elderly patients. I wouldn't want my mother or  
14      father walking up and down the streets in  
15      January, so I think there's -- I would give it  
16      consideration even though it might not be  
17      handicap, there are -- there is that  
18      consideration, as well.

19             CHAIRMAN BRASELTON: I appreciate all  
20      your comments, and I think this was a really  
21      good discussion. And, Julie, thanks,  
22      particularly for coming over and giving us the

1 Plan Commission point of view.

2 So, my comments aren't going to be  
3 so much about this application but just the  
4 process. I think it would have really been  
5 helpful if perhaps the variance had come first,  
6 this isn't any negative towards you, and then  
7 the Plan Commission, and we should be able to  
8 work together and Julie shouldn't have to come  
9 to a separate meeting and tell us what we've  
10 got. So, that's my political comment for  
11 whatever it's worth.

12 Anybody have a motion?

13 MR. NEIMAN: I move to approve the  
14 variance as requested.

15 MR. CONNELLY: I'll second.

16 CHAIRMAN BRASELTON: Roll call, please.

17 MS. BRUTON: Member Connelly.

18 MR. CONNELLY: Aye.

19 MS. BRUTON: Member Moberly.

20 MR. MOBERLY: Yes.

21 MS. BRUTON: Member Neiman.

22 MR. NEIMAN: Yes.

1 MS. BRUTON: Member Biggert.

2 MR. BIGGERT: Yes.

3 MS. BRUTON: Chairman Braselton.

4 CHAIRMAN BRASELTON: Yes. I was just  
5 going to ask if we need three separate motions.  
6 So, that's everything, you meant everything?

7 MR. NEIMAN: I said variances.

8 CHAIRMAN BRASELTON: Okay. So, yes.

9 (WHICH WERE ALL THE PROCEEDINGS  
10 HAD IN THE ABOVE-ENTITLED  
11 CAUSE ON THIS DATE.)  
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1       STATE OF ILLINOIS )  
2                               )   SS:  
3       COUNTY OF C O O K )

4               I, TARA M. ZENO, CSR No. 84-4268, a  
5       Notary Public within and for the County of  
6       DuPage, State of Illinois, and a Certified  
7       Shorthand Reporter of said state, do hereby  
8       certify:

9               That previous to the commencement of  
10       the examination of the witness, the witness was  
11       duly sworn to testify the whole truth concerning  
12       the matters herein;

13              That the foregoing hearing transcript  
14       was reported stenographically by me, was  
15       thereafter reduced to typewriting under my  
16       personal direction and constitutes a true record  
17       of the testimony given and the proceedings had;

18              That the said hearing was taken before  
19       me at the time and place specified;

20              That I am not a relative or employee or  
21       attorney or counsel, nor a relative or employee  
22       of such attorney or counsel for any of the



1 parties hereto, nor interested directly or  
2 indirectly in the outcome of this action.

3 IN WITNESS WHEREOF, I do hereunto set  
4 my hand of office at Chicago, Illinois, this 6th  
5 day of February, 2014.

6

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10 Notary Public, DuPage County, Illinois.

11 My commission expires 5/24/14.

12

13

14

15 TARA M. ZENO, CSR No. 84-4268

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22

KATHLEEN W. BONO, CSR 630-834-7779

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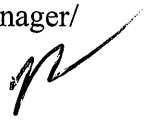

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## REQUEST FOR BOARD ACTION

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> ACA		<b>DEPARTMENT</b> Administration		
Approval of the Engagement Letter from Chapman and Cutler LLP in the amount of \$10,000 to Provide Bond Counsel Services for the Proposed General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014.		<b>APPROVAL</b> Darrell Langlois Assistant Village Manager/ Finance Director 		
<p>Approximately one year ago, the Village Board authorized Village staff to issue a request for proposal and to arrange for bond financing for a comprehensive program to replace most Village water meters and to implement an automated water meter reading system. The Village is now very close to finalizing an agreement with HD Waterworks Supply, Ltd to implement this project. In order to have funding available to start the project once an agreement is finalized, Village Board action is now required on a number of items to start the bond issuance process.</p> <p>A necessary step in the process is to approve the attached engagement letter from Chapman and Cutler to serve as bond counsel on the issue. The amount of the proposed fee is \$10,000. Please note that their initial fee quote for this issue was \$13,500, which I found quite high and thus questioned them on this. In response to my inquiry, they sent the attached letter whereby due to our long standing relationship the fee was reduced to \$11,000. They are also offering an additional \$1,000 fee reduction due to economies of scale if we commit to using them on the proposed \$5 million bond issue for infrastructure projects scheduled for the summer. They have quoted us a fee on the second bond issue of \$11,000, which is well below the fee of \$15,750 paid on a similar sized bond issue in 2012. I have been very satisfied with the services provided by Chapman and Cutler and due to the favorable fee quote would recommend using them on both bond issues.</p> <p>If the ACA Committee concurs with this recommendation the following motion would be in order:</p> <p><b>Motion: To Approve the Engagement Letter from Chapman and Cutler LLP in the amount of \$10,000 to Provide Bond Counsel Services for the Proposed General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
At the ACA meeting on February 3, 2014 the Committee unanimously recommended approval.				
<b>BOARD ACTION:</b>				

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January 29, 2014

Mr. Darrell Langlois  
Assistant Village Manager/Director of Finance  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, Illinois 60521

Re: Village of Hinsdale, DuPage and Cook Counties, Illinois  
General Obligation Bonds (Waterworks and Sewerage  
System Alternate Revenue Source), Series 2014

Dear Mr. Langlois:

We are pleased to provide an engagement letter for our services as bond counsel for the bonds in reference (the "*Bonds*"). For convenience and clarity, we may refer to the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*") in its corporate capacity and to you, the Village officers (including the President and Board of Trustees of the Village), employees, and general and special counsel to the Village, collectively as "*you*" (or the possessive "*your*"). You have advised us that the purpose of the issuance of the Bonds, briefly stated, is to replace certain water meters in and for the Village, and to implement an automated water meter reading system for all water service accounts of the Village. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

## A. DESCRIPTION OF SERVICES

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the Village (all of whom are referred to as the "*Bond Purchasers*") and counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the "*Participants*"). We intend to undertake each of the following as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the Village or otherwise relating to the issuance of the Bonds.
2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed (the "*Project*").

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3. Review the proposed timetable and consult with the Participants as to issuance of the Bonds in accordance with the timetable.

4. Consider the issues arising under the Internal Revenue Code of 1986, as amended, and applicable tax regulations and other sources of law, relating to the issuance of the Bonds on a tax-exempt basis; these issues include, without limitation, ownership and use of the Project, use and investment of Bond proceeds prior to expenditure, and security provisions or credit enhancement relating to the Bonds.

5. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be sold at competitive sale and that the District will be assisted in the preparation of sale documents and in the process of the sale itself by its financial advisor. As Bond Counsel, we assist you in reviewing only those sections of the official statement or any other disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds, the security for the Bonds, and the description of the federal tax exemption of interest on the Bonds and, if applicable, the "bank-qualified" status of the Bonds.

6. Prepare or review all pertinent proceedings to be considered by the President and Board of Trustees of the Village; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings, and draft pertinent excerpts of minutes of the meetings relating to the financing.

7. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

8. Render our legal opinion regarding the validity of the Bonds, the source of payment for the Bonds, and the federal income tax treatment of interest on the Bonds, which opinion (the "*Bond Opinion*") will be delivered in written form on the date the Bonds are exchanged for their purchase price (the "*Closing*"). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at part D. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

## B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our duties as Bond Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our duties *do not* include:

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1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, advice estimating or comparing the relative cost to maturity of the Bonds depending on various interest rate assumptions, or advice recommending a particular structure as being financially advantageous under prevailing market conditions, or financial advice as to any other aspect of the Bond transaction, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Village, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the Village. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.

2. Except as described in Paragraph (A)(5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering any advice, view or comfort that the official statement or other disclosure document (which may be referred to as the "*Official Statement*") does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see our comments below at paragraphs (D)(5) and (D)(6).

3. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained corresponds to that you provide independently in your certificates or other transaction documents.

4. Supervising any state, county or local filing of any proceedings held by the President and Board of Trustees of the Village incidental to the Bonds.

5. Preparing any of the following — requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the Bonds, state legislative amendments, or pursuing test cases or other litigation.

6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.



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7. After Closing, providing continuing advice to the Village or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be tax-exempt; *e.g.*, we will not undertake rebate calculations for the Bonds without a separate engagement for that purpose, we will not monitor the investment, use or expenditure of Bond proceeds or the use of the Project, and we are not retained to respond to Internal Revenue Service audits.

8. Any other matter not specifically set forth above in Part A.

### C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the Village will be our client, and an attorney-client relationship will exist between us. However, our services as Bond Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under State law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.

From time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions, and other persons who participate in the public finance market on a wide range of issues. One or more of such firms may be the winning bidder (*i.e.*, become the Bond Purchasers) at the public sale of the Bonds. Prior to execution of this engagement letter, we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the Village consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the Village in this transaction are clients in other unrelated matters. Neither our representation of the Village nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct (including Circular 230 discussed below), or to any matter that involves the assertion of a claim against the Village or the defense of a claim asserted by the Village. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Circular 230 as promulgated by the U.S. Department of Treasury ("*Circular 230*") provides rules of professional conduct governing tax practitioners. Circular 230 includes

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provisions regarding conflicts of interest and related consents that in some respects are stricter than applicable state rules of professional conduct which otherwise apply. In particular, Circular 230 requires your consent to conflicts of interest be given in writing within 30 days of the date of this letter. If we have not received all of the required written consents by this date, we may be required under Circular 230 to "promptly withdraw from representation" of the Village in this matter.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the Village is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the Village and such other governmental unit or withdrawal from representation.

The Village will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.

## D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish to us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the President and Board of Trustees at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid Bonds and with the

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Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Village is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material facts. The Village's lawyers, financial advisors and bankers can assist the Village in fulfilling these duties, but the Village in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information. Further, there are complicated Federal tax rules applicable to tax-exempt bonds. The Internal Revenue Service has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear.

6. As noted, the members of the President and Board of Trustees also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

## Chapman and Cutler LLP

Mr. Darrell Langlois

January 29, 2014

Page 7

7. We are also concerned about the adoption by the Village of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision, or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the Village has adopted proceedings that are only as restrictive as such Act. However, if the Village has stricter provisions than appear in such Act or is subject to or has adopted such other special ethics, lobbyist or disqualification provisions, we assume and are relying upon you to advise of same.

### E. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges are included in our fees for professional services. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we expect that our fee will be \$10,000.

If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you and prepare an amendment to this engagement letter. Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

# Chapman and Cutler LLP

Mr. Darrell Langlois

January 29, 2014

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## F. RISK OF AUDIT BY INTERNAL REVENUE SERVICE

The Internal Revenue Service (the "*Service*") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is excludable from gross income of the owners for federal income tax purposes. We can give no assurances as to whether the Service might commence an audit of the Bonds or whether, in the event of an audit, the Service would agree with our opinions. If an audit were to be commenced, the Service may treat the Village as the taxpayer of purposes of the examination. As noted in paragraph 6 of Part B above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the Village in the matter.

## G. END OF ENGAGEMENT AND POST ENGAGEMENT; RECORDS

Our representation of the Village and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide a bond transcript in a CD-ROM format pertaining to the Bonds and make certain that a Federal Information Reporting Form 8038-G is filed.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the Village will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website,

## Chapman and Cutler LLP

Mr. Darrell Langlois

January 29, 2014

Page 9

newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, bond resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

We call your attention to the Village's own record keeping requirements as required by the Internal Revenue Service. Answers to frequently asked questions pertaining to those requirements can be found on the IRS website under frequently asked questions related to tax-exempt bonds at [www.irs.gov](http://www.irs.gov) (click on "Tax Exempt Bond Community", then "Frequently Asked Questions"), and it will be your obligation to comply for at least as long as any of the Bonds (or any future bonds issued to refund the Bonds) are outstanding, plus three years.

### H. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than the date which is 30 days after the date of this letter, retaining the original for your files. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

CHAPMAN AND CUTLER LLP

By Timothy V. McGree  
Timothy V. McGree

Accepted and Approved:

VILLAGE OF HINSDALE

DUPAGE AND COOK COUNTIES, ILLINOIS

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

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

Date: \_\_\_\_\_, 2014.

cc: Kevin McCanna

Mr. Mark Jeretina

Special Note: This letter must be signed and returned within 30 days of the date of this letter.

MEMORANDUM

TO: Darrell Langlois

FROM: Timothy V. McGree  
Lawrence E. White

DATE: January 24, 2014

RE: Village of Hinsdale, DuPage and Cook Counties, Illinois

Proposed	\$2,100,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014(A)
- and -	
Proposed	\$5,000,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2014(B)

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I. BACKGROUND

You have asked us to work on the Series 2014(A) issue above. In beginning work, we provided you with an engagement letter, dated January 21, 2014, providing a fee quote of \$13,500. You responded with an email, dated January 21, 2014, questioning the amount of the fee on a comparison basis to other fees charged from 2009 to 2012 on other bond issues. You have asked us for the reasons for the escalation in the fee scale.

We are writing to provide you with the explanation, provide a concession for the reasons and in the amount discussed below, and provide a further proposal relating to fees were we retained on both the Series 2014(A) and 2014(B) bond issues.

II. EXPLANATION OF FEE INCREASE

You are correct in your email when you note that the 2012 bond issue, being a refunding, has certain complexities, most particularly in connection with federal tax law relating to the "tax-exempt" status of the bonds, that sets it apart.

## Chapman and Cutler LLP

In brief and summary terms, as you requested, here are the reasons for the 2014 escalation:

- Since the onset of the current recession in 2008, we have in general held our fees to the fee schedule and range then in place, in recognition of general economic conditions for our clients, the reality of price competition, and other factors. This was true notwithstanding (as you are undoubtedly aware from your experience at the Village) that costs we incur did increase over the term. In essence, though, we were billing from a fee schedule based in calendar year 2007, and eventually we had to increase the schedule, which we undertook to do in steps in 2012 and 2013.

- Each type of bond issue is different, as you noted in comparing project issues versus refunding issues. The bond issues we have worked on for you, as listed in your email, utilized sales taxes as the revenue source. The proposed 2014(A) bonds utilize waterworks and sewerage system revenues as the source, and alternate revenue source bond issues utilizing enterprise revenues (rather than general revenues) are somewhat more complicated under the applicable authorizing statute. You may have noticed the first part of this additional complexity in the form of authorizing ordinance we provided. We have always charged these issues at a higher scale than alternate bonds utilizing a general governmental revenue source.

- Since the year 2008, the base year for our prior scale, we have seen at least two developments which have increased in a material way the time and effort we allocate to each tax-exempt governmental bond issue. First - our work on post-issuance compliance for each bond issue - relating to both proper procedures and written policies for tax law compliance and continuing disclosure under the securities laws. Second - we have seen a substantial increase in IRS audits of governmental bond issues, and, although we are compensated for our work in assisting on these audits, it is most often that a portion of this work is provided without charge. (You have seen a reference to the possibility for such audits in our engagement letters.)

### III. 2014 FEES

Notwithstanding the foregoing discussion, we are concerned about your "sticker shock" as to this year's bond issue and would like to address the situation. So we have the following two proposals:

- A. For the 2014(A) bond issue, we restate our fee to \$11,000.
- B. As there are significant economies of scale to document production and other efficiencies when we are able to work on two successive bond issues for a client in a given year, should you choose to retain us at this time, as well, for the second issue of 2014 (the series 2014(B)) we would quote fees as follows:



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1. For the Series 2014(A), a fee of \$10,000; and
2. For the (\$5,000,000) Series 2014(B), a fee of \$11,000.

The fees are inclusive of all disbursements and other non-fee type charges.

IV. CONCLUSION

Our firm has been bond counsel to your Village for over 40 years (We are celebrating our 100th year). We value our relationship with you and have always tried to provide you with the highest standards of professionalism and representation. We are enclosing a short statement of who we are, which you may wish to share with the Board.

Further, we hope we have responded in a reasonable business way to your fee concerns, and we will be certain to review and discuss these well in advance of any future engagements.

Respectfully submitted,

Timothy V. McGree

Lawrence E. White

Enclosures

## Chapman and Cutler - Bond Counsel

### Chapman at a Glance

Chapman and Cutler LLP ("Chapman" or the "Firm") has served as bond counsel on bond issues for the Village of Hinsdale, Illinois (the "Village") for over 40 years. The Village is a long-standing and valued client of our Firm.

Chapman was founded in Chicago in 1913 as a firm focused on finance—we recently celebrated our 100th year practicing in the area of public finance. We are headquartered in Chicago, Illinois, and have additional offices in New York, Salt Lake City, San Francisco, and Washington, DC.

Chapman presently consists of 234 attorneys, of whom 132 are partners, 93 are associates, and 9 are senior counsel or of counsel. The Public Finance Department, consisting of 43 attorneys, is primarily involved as Bond Counsel, Underwriter's Counsel, or Disclosure Counsel in bond issues throughout the United States. 35 of these public finance attorneys are located in our Chicago office, and 20 focus their practice exclusively on public finance transactions in Illinois. The Public Finance Department works closely with attorneys in the Firm's Tax Department (11 attorneys), Corporate and Securities Department (30 attorneys), and Banking Department (89 attorneys), all of whom have specialized knowledge in their areas as they apply to state and municipal finance.

In addition to public finance, Chapman is engaged in a widely diversified practice, including all aspects of corporate financing and qualification of securities for public sale under federal and state laws; bankruptcy, including municipal defaults and work-outs; environmental law; general corporate law, including continuous representation of a variety of corporate clients; all aspects of civil litigation, trial and appellate, before federal and state courts; practice before state and federal administration and regulatory agencies; banking; trusts and probate; estate planning; state and federal taxation; real estate; and public utilities.

### Bond Counsel Qualifications

For 100 years Chapman has been one of the preeminent law firms in the nation in the field of state and municipal finance. Our prominence as national Bond Counsel is repeatedly shown in tabulations released by *Thomson Reuters*. According to the *Thomson Reuters* reports, Chapman has ranked first or second nationally and first in the State of Illinois in the total number of long-term municipal new issues handled by the Firm as Bond Counsel in each year from 1986 through 2012, inclusive.

Chapman has continually dominated the *Thomson Reuters* Illinois rankings, handling more transactions as Bond Counsel in Illinois than all other law firms combined. The following tables summarize the Thomson Reuters statistics relating to the long term municipal new issues handled by the Firm in Illinois as Bond Counsel for the years 2008 through the first nine months of 2013:

## Chapman and Cutler LLP

YEAR	PRINCIPAL AMOUNT (\$) (IN MILLIONS)	NUMBER OF ISSUES	ILLINOIS RANK BY ISSUES
2013	\$4,278.7	390	1
2012	\$4,004.0	446	1
2011	\$3,521.8	363	1
2010	\$6,441.8	508	1
2009	\$5,436.9	510	1

We also served as Disclosure Counsel on more bond issues than any other law firm in 2013, largely due to our prominence as Disclosure Counsel in Illinois, where we completed 13 times the number of transactions as our nearest competitor.

During our 100-year history, we have represented many units of local government throughout the State of Illinois on thousands of transactions with an aggregate par amount in the billions of dollars. Chapman's bond lawyers are widely regarded as the preeminent Illinois public finance lawyers. The partners and associates who serve as Bond Counsel, Underwriter's Counsel, and Disclosure Counsel to Illinois counties, cities, and villages have over 300 years of combined experience.

Chapman's public finance clients include state governments, state agencies and authorities, state colleges and universities, counties, cities, villages, towns, school districts, and other special purpose districts, municipal nonprofit corporations and authorities located in virtually all of the 50 states. Chapman has acted as Bond Counsel to the State of Illinois, the State of South Dakota, and the State of Utah. We have acted as Bond Counsel to Illinois state authorities, The Illinois State Toll Highway Authority, the Illinois Student Assistance Commission, the Illinois Finance Authority, as well as state authorities in Arizona, California, Colorado, Delaware, Idaho, Indiana, Iowa, Kentucky, Maryland, Michigan, Missouri, Montana, North Dakota, Ohio, South Dakota, Utah, and Wisconsin, among other states. In addition, Chapman consistently acts as bond counsel to major municipal credits in Illinois, Arizona, Florida, Idaho, Indiana, Kentucky, North Dakota, South Dakota, Tennessee, Utah, Wisconsin, and other states.

In our capacity as Bond Counsel, Chapman also works closely with, and has historically had and currently has good and close working relationships with, virtually all of the national and regional investment banking houses with public finance practices, as well as with the national rating agencies, including Standard & Poor's Ratings Services, and Moody's Investors Service, Inc. Our attorneys frequently serve as counsel to the leading national and regional investment banking firms throughout the nation in connection with the underwriting and remarketing of state and municipal obligations. Chapman has also represented Moody's Investors Service, Inc., on an ad hoc basis when that rating agency has been presented with unique public finance questions. In recent years, we have also been active on behalf of institutional lenders, issuers, and trustees in restructuring defaulted municipal obligations.

As the complexity of municipal financing transactions has increased, Chapman has been in the forefront in the development of new financing techniques, including pioneering work in the development of multi-mode tender bond programs, tax-exempt commercial paper programs, auction rate securities, municipal collateralized mortgage obligation programs, the first major tax-exempt unit investment trust and a general obligation demand note program tailored for investment by mutual funds, as well as the integration of credit enhancement devices such as letters of credit, surety bonds, bond insurance and

## Chapman and Cutler LLP

standby bond purchase agreements into municipal financings. In this regard, attorneys in the Firm's Public Finance Department benefit greatly from the experience gained by other Chapman attorneys representing issuers of letters of credit, surety bonds, bond insurers, other financial guarantors, institutional purchasers, rating agencies and sponsors of municipal bond funds.

Chapman has also had extensive experience with providing legal services in connection with primary and secondary derivative products in the municipal bond market, including interest rate swaps, synthetic variable rate demand bonds, inverse floater bonds, embedded swap and embedded cap bonds, stripped coupons and other types of transactions. The Firm has been providing legal services in connection with derivative product transactions for a wide variety of clients for over 25 years. In the public finance area, the prominence of Chapman as nationally-recognized Bond Counsel has led to the active involvement of the Firm in derivative product transactions undertaken by public entities. Chapman attorneys from the Tax, Securities, Public Finance, and Banking Departments have also authored a book entitled, "Tax-Exempt Derivatives: A Guide to Legal Considerations for Lawyers, Finance Professionals, and Municipal Issuers," which was published by the American Bar Association.

The experience and ability of the Chapman attorneys who devote their practice to public finance is widely recognized. Firm members contribute material for law review articles and practice manuals, are often speakers at seminars and practicing law institutes on municipal, tax, arbitrage and securities law topics and serve as board members, officers or committee members of various professional organizations, including the Bond Market Association, the National Association of Bond Lawyers and the State and Local Government Section of the American Bar Association. Chapman attorneys are frequently called upon to draft legislation relating to the financing requirements of their municipal clients, to submit ruling requests to the Internal Revenue Service relating to the tax-exempt status of the interest on municipal obligations and to submit "no-action" letter requests to the Securities and Exchange Commission in connection with exemptions from registration and other federal securities matters.

Chapman also has considerable experience with federal and state securities laws in connection with its work as Bond Counsel and Underwriter's Counsel in the public finance area. In addition to its work as Bond Counsel, the Firm frequently acts as Underwriter's Counsel in connection with offerings of state and municipal governments. Chapman's Corporate and Securities Department has twenty-seven (30) attorneys, many of whom act as Underwriter's Counsel on public financings. The Firm has had extensive experience with issuers that use electronic disclosure documents posted to the internet, and are routinely involved with electronic bidding, with the electronic transmission of documents (including disclosure documents and including our own system of posting documents that we generate to the internet) and with industry leadership in the discussion of the many securities law concerns raised by "electronic disclosure."

An integral part of Chapman's public finance practice is the identification, analysis, and resolution of federal tax law issues relating to that practice. Attorneys in the Firm's Public Finance and Tax Departments routinely undertake such identification, analysis, and resolution on each transaction in which the attorneys in the Public Finance Department are involved, including questions relating to the private use of bond-financed facilities, advance refundings, and tax advice to avoid or lessen arbitrage problems. In addition to acting as Bond Counsel with respect to bonds issued by state and local governments across the nation, Chapman frequently acts as Special Tax Counsel on a significant number of state and municipal bond offerings in which the Firm is not acting as Bond Counsel. We are frequently retained as Special Tax Counsel to bring our extensive federal tax law knowledge and our national experience to a transaction. In addition to state and local governments who seek our services as special tax counsel,

## Chapman and Cutler LLP

national and regional investment banking houses frequently recommend retaining Chapman's services in order to successfully complete their municipal bond transactions.

Chapman is also one of the few law firms in the nation that offers an arbitrage rebate calculation service, and has served over 400 clients with that service. Those clients include states, state agencies, municipalities, and authorities. Those clients also include bond trustees, financial consultants, and health care systems. The sophisticated software developed in connection with the rebate calculation service offered by the Firm allows us to make complicated yield calculations internally with respect to rebate concerns and with respect to other arbitrage and yield calculation concerns, as well. Chapman routinely utilizes this ability to make complicated yield calculations on behalf of its clients. This service has also enhanced our ability to serve as Bond Counsel.

### **Hinsdale Bond Counsel Team**

*Timothy V. McGree.* Tim McGree is a partner in Chapman's Public Finance Department and has concentrated in municipal finance since joining Chapman in 1973. He serves as bond counsel to governmental entities throughout the State of Illinois and as underwriter's counsel to selected investment banking firms. He has served the Village as Bond Counsel on numerous transactions.

*Lawrence E. White.* Larry White is a partner in Chapman's Public Finance Department. He serves as bond counsel, disclosure counsel, and underwriters' counsel to governmental entities and underwriters on a wide variety of governmental financings. Larry has worked with cities and villages throughout Illinois.

*Julie K. Kelly.* Julie Kelly is an associate in Chapman's Public Finance Department. Julie's practice focuses on acting as bond counsel for governmental use financings. She has extensive experience in the area of financings for villages, cities, counties, park districts, school districts, and various other units of local government.

Resumes for each of the attorneys are attached.

# Chapman and Cutler LLP

Attorneys at Law • Focused on Finance\*



Timothy V. McGree

Partner

111 West Monroe Street  
Chicago, IL 60603-4080  
T: 312.845.3803  
F: 312.516.1803  
mcgree@chapman.com

Tim McGree is a partner in the Public Finance Department and has concentrated in municipal finance since 1973 when he began the practice of law at Chapman and Cutler LLP. He serves as bond counsel to governmental entities throughout the State of Illinois and as underwriter's counsel to selected investment banking firms. In addition, Tim is a Deputy General Counsel to the firm. He is a frequent speaker or panelist on municipal finance topics. He has been named a "Super Lawyer" in the Bonds/Government Finance section of Illinois Super Lawyers for the years 2008-2012.

Tim was the chief draftsman selected for a blue ribbon panel of local government finance experts in the drafting of the "Local Government Debt Reform Act." This Act is utilized in virtually every non-home rule debt issuance in the State of Illinois. Other acts for which he has been either the primary draftsman or significant contributor include the Bond Authorization Act (including amendments to permit interest rate swaps and other derivatives), the provisions of the Property Tax Extension Limitation Law relating to limited general obligation bonds, the Supplemental Special Assessment Act (Illinois), and numerous other Illinois acts relating to public finance.

Tim is the firm's authority on Illinois joint action agencies, including water commissions, and various types of revenue bond financings including revenue bond financings to be delivered to the Illinois Environmental Protection Agency. Included among the Firm's clients for whom Tim has been the bond attorney are the Northwest Water Commission, the DuPage Water Commission, the Central Lake County Joint Action Water Agency, the Illinois Municipal Electric Agency, the Metropolitan Water Reclamation District of Greater Chicago, the Chicago Park District, the Cities of Rockford and Peoria and the Counties of Lake and McHenry (Illinois).

Tim has worked with municipal clients on a variety of derivative products, including swaps, forward bond purchase agreements, and various investment products.

Tim serves as bond counsel to numerous other cities, villages, and park, school and special districts throughout the State.

## PUBLICATIONS

- Co-Author, "Illinois Municipal Law," Chapter on General Obligation and Revenue Bonds, *IICLE Handbook*

## PRESENTATIONS

- SLGS Forum 2011, May 17, 2011
- Panelist, 1996-2001, National Association of Bond Lawyers, Bond Attorneys Workshop

## PRACTICE FOCUS

Cities and Villages  
Counties  
Double-Barreled Bonds  
Economic Development and Redevelopment  
Fire Protection Districts  
Forest Preserve and Conservation Districts  
General Obligation Bonds  
Governmental Revenue Bonds  
Leases, Installment Contracts and Debt Certificates  
Libraries  
Municipal Building Authorities and Public Building Commissions  
Park Districts  
Primary and Secondary Education  
Public Finance  
Sanitary Districts  
School Districts  
Special Assessment Bonds  
Special District Bonds  
Swaps, Derivatives and Synthetic Structures  
Tax and Revenue Anticipation Notes and Warrants  
Tax Increment Bond Financings  
Townships

# Chapman and Cutler LLP

Attorneys at Law • Focused on Finance\*

Timothy V. McGree (continued)

- Chairman and Steering Committee member, 1998-2001, National Association of Bond Lawyers, Bond Attorneys Workshop

Water, Sewer and Other  
Districts and Agencies

## EDUCATION

University of Chicago Law  
School, J.D., 1973

University of Chicago, B.A.,  
Economics, 1970

## ADMITTED

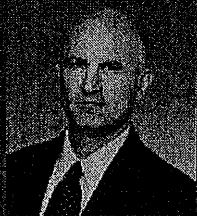
Illinois, 1973

## MEMBERSHIPS

American College of Bond  
Counsel (ACBC), Fellow

# Chapman and Cutler LLP

Attorneys at Law • Focused on Finance\*



Lawrence E. White

Partner

111 West Monroe Street

Chicago, IL 60603-4080

T: 312.845.3426

F: 312.516.3926

white@chapman.com

Larry White is a partner in the Public Finance and Government Relations Department at Chapman and Cutler LLP and has been practicing law since 1990. He serves as bond counsel, disclosure counsel and underwriter's counsel to governmental entities and underwriters on a wide variety of governmental financings. Larry also counsels investment banks, commercial banks and financial advisors on a wide variety of government related topics, including public offering disclosure and regulatory compliance. In addition, Larry is a frequent speaker on public finance and related regulatory topics.

Larry has focused his public finance practice on general obligation and revenue bond transactions, including financings for cities, villages, school districts, park districts, counties, libraries and fire protection districts. In addition, he is one of the lead attorneys in the firm's bond counsel representation of each of the City of Chicago, Cook County, Illinois, and the Illinois Student Assistance Commission.

Larry was previously named one of the 40 Under Forty Lawyers to watch in Illinois by the Law Bulletin Publishing Company. He has also previously served as Assistant Legal Counsel to Speaker Michael J. Madigan of the Illinois House of Representatives.

## PUBLICATIONS

- Governing Law for Municipal Bankruptcy in Illinois, January 2014, Journal of Bankruptcy Law
- "Issuing School Bonds: Standards of Care in a Heightened Regulatory Environment", *The Journal of School Business Management, Illinois Association of School Business Officials*, Volume 24, Number 2, Fall 2012

## PRACTICE FOCUS

Bond Counsel  
Cities and Villages  
Counties  
Disclosure Counsel  
Double-Barreled Bonds  
Fire Protection Districts  
Forest Preserve and Conservation Districts  
General Obligation Bonds  
Governmental Revenue Bonds  
Leases, Installment Contracts and Debt Certificates  
Libraries  
Municipal Building Authorities and Public Building Commissions  
Park Districts  
Primary and Secondary Education  
Public Finance  
Sanitary Districts  
School Districts  
Special District Bonds  
Student Loan Revenue Bonds  
Swaps, Derivatives and Synthetic Structures  
Tax and Revenue Anticipation Notes and Warrants  
Tax Increment Bond Financings  
Townships



# Chapman and Cutler LLP

Attorneys at Law • Focused on Finance\*

Lawrence E. White (continued)

Underwriters' Counsel

Water, Sewer and Other  
Districts and Agencies

## EDUCATION

University of Pennsylvania Law  
School, J.D., 1990

University of Texas, B.B.A.,  
Accounting, High Honors, 1987

## ADMITTED

Illinois, 1990

## MEMBERSHIPS

National Association of Bond  
Lawyers

Illinois Association of School  
Business Officials

# Chapman and Cutler LLP

Attorneys at Law • Focused on Finance\*



Julie K. Kelly

Associate

111 West Monroe Street  
Chicago, IL 60603-4080  
T: 312.845.3419  
F: 312.516.1419  
jkelly@chapman.com

Julie Kelly is an associate in the Public Finance Department of Chapman and Cutler LLP. She participated in the firm's summer associate program in 2004, and joined the firm in 2005. Julie's practice focuses on acting as bond counsel for governmental use financings. She has extensive experience in the area of financings for cities, counties, park districts, school districts, villages and various other units of local government.

Julie has publicly presented on various municipal finance topics. These speaking engagements include The Public Investors' Financial Symposium 2007, sponsored by the Illinois State Treasurer, the 2nd Annual Municipal Practice & Litigation Institute, sponsored by the Illinois Institute for Legal Education, and the Illinois Institute for Local Government Law Annual Conference 2012.

## PRACTICE FOCUS

Cities and Villages  
Counties  
Fire Protection Districts  
General Obligation Bonds  
Governmental Revenue Bonds  
Leases, Installment Contracts  
and Debt Certificates  
Libraries  
Primary and Secondary  
Education  
Public Finance  
Special District Bonds  
Tax and Revenue Anticipation  
Notes and Warrants  
Tax Increment Bond Financings

## EDUCATION

Northwestern University School  
of Law, J.D., 2005

- *Journal of Criminal Law and  
Criminology*

University of Notre Dame, B.  
B.A., *cum laude*, 2000

## ADMITTED

Illinois



602

DATE: January 30, 2014

### REQUEST FOR BOARD ACTION

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> ACA CONSENT	<b>DEPARTMENT</b> Administration
<b>ITEM</b> Authorization to Proceed with Replacement of the Village's File and Print Server, Domain Controller, Back-up Solution, and Network Switches in an Amount not to Exceed \$59,134.78	<b>APPROVAL</b> Darrell J. Langlois Asst. Village Manager <i>DL</i>

The FY 2013-14 Budget includes \$60,000 for the Server Virtualization and Back-Up Solution Project as well as \$7,500 to replace a number of computer network switches. The attached memorandum provides background information on the proposed project. A cost summary of the proposed project is as follows:

Description	Est. Cost
Dell Power Edge R620 (virtual machine hosts – qty. 2)	\$12,579.58
Dell EqualLogic PS4100E (storage area network server – qty. 1)	\$11,650.11
Licensing and service agreements (Server 2012, VMware, Backup Exec, SMARTnet)	\$11,965.10
Cisco 2960 switch (qty. 4)	\$5,822.92
Cisco 3560 switch (qty. 1)	\$2,371.95
UPS, Cables, and Rack Equipment and Mounts	\$6,245.12
Labor (Current Technologies) not to exceed	<u>\$8,500.00</u>
<b>Total</b>	<b>\$59,134.78</b>

The Village has historically utilized the services of Current Technologies for consulting on these types of IT engagements and they are very familiar with the technology environment here in Hinsdale. For the hardware and software items, each of the above line items have numerous hardware and software components, and for the major equipment items State pricing is generally available. Staff will seek to ensure that each of the major items purchased is at the lowest price for the particular component.

The new server systems will replace old and outdated equipment as well as incorporate virtualization technology. This new technology will significantly improve redundancy (both in terms of disk space and power supply), reduce downtime, and provide room for expansion to accommodate expected growth in file storage requirements for the next 4-5 years. In addition, the implementation of virtualization technology will allow the Village to add certain applications to the new hardware environment instead of adding additional servers, potentially saving money in future years. Once such project that will likely benefit from the new technology is the new meter reading system, with benefits and savings being described in the attached memorandum.

Should the Committee concur with this recommendation, the following motion would be appropriate:

**MOTION: To Recommend to the Board of Trustees Authorization to Proceed with Replacement of the Village's File and Print Server, Domain Controller, Back-up Solution, and Network Switches in an Amount not to Exceed \$59,134.78.**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> <i>DL</i>
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**COMMITTEE ACTION:**

At the ACA meeting on February 3, 2014 the Committee unanimously recommended approval.

**BOARD ACTION:**

## MEMORANDUM

**Date:** December 30, 2013

**To:** Trustee Hughes and ACA Committee

**From:** Darrell Langlois, Assistant Village Manager/Finance Director  
Amy M. Pisciotto, Information Technology Coordinator

**RE:** Server Virtualization Infrastructure Project

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During FY 2012-13, the Village's email server was replaced and upgraded to a new virtualized server. The scope of this project also included spam filtering as well as an archiving solution. Before proceeding with this project, the Village evaluated the option of utilizing a "cloud based" hosted solution for its email service. The conclusion of that evaluation was that over a five year period the hosting solution would cost more and there were problems with cloud-based email from a police perspective in regards to some of the FBI's Criminal Justice Information Services security requirements. The total cost of the email server upgrade project was \$57,000.

The current budget for Fiscal Year 2013-14 includes \$60,000 for Phase II of the project to replace the remaining three file servers and integrate them into a virtualized environment:

Server #1 is the Village's file and print server. The current unit is a Dell PowerEdge 1950 that was purchased in 2006. This server utilizes the Microsoft Windows 2000 Server operating system, has 2GB of RAM, and a 72GB hard drive. The original function of this server was for file storage and to manage all networked printers. It is recommended that this server be replaced because the server is at its maximum storage and performance capacity. In addition, Microsoft ended support for the Windows 2000 Server operating system in 2010.

Server #2 is the Village's domain controller, Dynamic Host Configuration (DHCP), and Domain Name System (DNS) server. The current unit is an HP ProLiant ML350 running Microsoft Windows 2003 Server Standard operating system, has 3.5GB of RAM, and a 146GB hard drive. It was purchased in 2008. This server's primary function is to respond to security authentication requests (logging in, checking permissions, etc). This server also assigns (DHCP) and tracks (DNS) all networked device names and IP addresses. Since our file and print server has limited storage space, we have also been using this server for file storage. It is recommended that we replace this server because the server is at its maximum storage capacity and has had multiple hardware failures in the past three years causing network outages. In addition, Microsoft will be ending support for the Server 2003 operating system in April, 2014.

Server #3 is the back-up server and antivirus console administration server. The current unit is a Dell Power Edge 1900 that was purchased in 2007. This server also utilizes Microsoft Windows 2003 Server Standard operating system, has 2GB of RAM, and a 250GB hard drive. The primary purpose of the server is to run the backup jobs and antivirus console administration. Due to space constraints on the file and print server, Computer Aided Drafting (CAD) and Code Enforcement files are also stored on this server. Due to the server's limited resources we are unable to update the back-up software and antivirus administration console. The server is also nearing its storage capacity.

The cost of a server can range in price from \$1,000 to \$10,000+ depending on many variables such as the processor, memory, storage, and other factors. Often a server manufacturer will advertise a server in a \$1,000 to \$1,500 price range to attract customers due to a low base price. This base server's configuration typically has a very small amount of RAM and a single hard drive. The proposed servers are sized to meet our specific requirements and

therefore the price reflects that particular configuration including enterprise class storage disks and arrays that provide storage and backup to multiple servers.

The proposed project includes the purchase of two (2) Dell PowerEdge servers. These servers will have 16GB of RAM with dual 6 core processors. The servers cost \$6,300 each. These servers will be virtual machine hosts. One host will run the utility server (replacement of server #3) and the domain controller server (replacement of server #2). The other server will host the file and print server (replacement of server #1). The Exchange Server virtual machine would also be moved to this server to better utilize resources. The server that current hosts the Exchange Server would host a secondary domain controller and vCenter Management (software console for the virtualized hosts).

The project also includes a Dell EqualLogic PS4100E with 24TB of hard drive space. This storage area network (SAN) server will house all data for the vmhost servers. This server will also store the backup data including the boot images and up to date snapshots of each virtual machine for quick restore. The cost of this server is \$11,650.

This project includes many fail safe measures including redundant battery backups, server power supplies, and a secondary domain controller. Since the data and boot image are stored on storage area network server, if one of the host servers fails the virtual machines will automatically fail over to the other host server without any interruption to the end user. The storage area network server's hard drives are configured to continuously replicate, so there could be two hard drive failures simultaneously on that server without any interruption to the end user and no loss of data.

Admittedly this project goes beyond simple server replacement and provides many enhancements over the current IT environment. Over the last three months, Village staff and our IT consultant have been working with Trustee Elder in order to provide a better explanation of the technology approach presented (network "virtualization") as well the costs and specifications of the major pieces of equipment to determine if it was appropriate for Hinsdale, including the size of hard drive space and speed of the processors.

One of the advantages of the proposed configuration would be in lowering the equipment demands of newer applications in that instead of having their own servers, these applications could be hosted on the new "virtualized" equipment. We are in the process of finalizing a contract with the finalist of the water meter reading system and they have indicated that their system will run in the proposed network environment. In their initial proposal, it would take three separate servers at a cost of \$59,625 to run their meter reading system or in the alternative we would have to pay a \$14,175 "implementation fee" and over \$21,000 annually to have the meter reading system hosted by them. Because the Village will now be able to host the software in house, the \$14,175 implementation fee does not apply and there would be a \$10,000 annual reduction in costs as the hosting fee would be reduced to only a maintenance charge. The new network environment will also eliminate the need for much if not all of the proposed hardware in their proposal, which will save the Village approximately \$16,000 in up-front costs and we will have three less servers to maintain and replace over the next 20 years. Assuming we are able to run and host the meter reading system on the new equipment Trustee Elder is comfortable moving this recommendation forward.

Also included in this year's budget is \$7,500 to replace four of the Village's network switches. Three of the network switches currently in use are Cisco 2950 24 port switches. These were purchased in 2002 and 2003. We also have a Catalyst Express 500 24-port switch which was purchased in 2003. Cisco discontinued support for these products in December of 2010 and July of 2011. The proposed project replaces these switches with current Cisco 24-port switches. These switches cost more than a switch you may purchase for a home office or small business environment because they are designed for the needs of a larger organization (more than 50 networked devices). Enterprise class switches provide additional memory and processor capacity to ensure good performance on a network with many users and servers all transmitting data at high volumes. Enterprise class switches also have the necessary security and management features required in our environment. The Cisco 2950 switches would be replaced with Cisco 2960 switches with a price of \$1,455 each. The Catalyst Express 500 would be replaced with a Cisco Catalyst 3560, which costs \$2,372. There is an additional Cisco 2960 included in this project because we are currently at capacity for the switches. This additional switch would be mounted in the server rack and dedicated to the server room equipment.

In summary, the breakdown of the costs for the project is:

<b>Description</b>	<b>Est. Cost</b>
Dell Power Edge R620 (virtual machine hosts – qty. 2)	\$12,579.58
Dell EqualLogic PS4100E (storage area network server – qty. 1)	\$11,650.11
Licensing and service agreements (Server 2012, VMware, Backup Exec, SMARTnet)	\$11,965.10
Cisco 2960 switch (qty. 4)	\$5,822.92
Cisco 3560 switch (qty. 1)	\$2,371.95
UPS, Cables, and Rack Equipment and Mounts	\$6,245.12
Labor (Current Technologies) not to exceed	<u>\$8,500.00</u>
<b>Total</b>	<b>\$59,134.78</b>

66

DATE February 27, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> Administration and Community <b>SECTION NUMBER</b> Affairs Committee	<b>ORIGINATING</b> <b>DEPARTMENT</b> Parks and Recreation
<b>ITEM</b> License Agreement between HTA and the Village of Hinsdale	<b>APPROVED</b> Gina Hassett, Director of Parks & Rec.

**LICENSE AGREEMENT BETWEEN HINSDALE TENNIS ASSOCIATION  
AND THE VILLAGE OF HINSDALE**

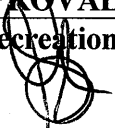
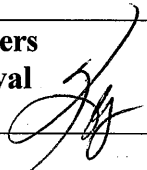
The Village has had a license agreement with Hinsdale Tennis Association (HTA) for the past six years which allowed them to utilize Village courts for their instructional tennis program. Each agreement has been for a period of one year. For the last four years the agreement has been for a flat rate with an increase assessed annually. When the terms of the agreement were discussed in 2013, it was suggested by the Administration and Community Affairs Committee that staff review the program arrangement for the 2014 season. A summary of past payments and program enrollment is attached.

A discussion was held at the February 11<sup>th</sup>, Parks & Recreation Commission regarding the lesson program and lease agreement with HTA. The Commission agreed with Staff's recommendation to bring HTA's tennis program under the operation of the department. The Commission noted that the program will benefit from the administrative support offered by the Village and that the change will increase enrollment. Registration being handled through the Village will provide families with a familiar registration process and they can be confident that the program will meet their expectations and if not they would receive a refund. Marketing of the program will be increased through print ads and Facebook posts that are done regularly for Village programs. For the 2014 season, the tennis lesson program will be offered through the Village; information will be included in the summer brochure and registrations will be processed through the Parks and Recreation Department. Program revenue will be split 80% to the vendor and 20% to the Village which is the standard used for the Village's recreation contractual programs.

HTA has requested to retain a lease agreement that would allow them to use Village courts to instruct a core group of 5-10 competitive level players. The Commission reviewed past registration data and agreed that \$1,500 is fair rate to train the competitive group that does not fit into the group lesson program. The Commission unanimously agreed to recommend a lease agreement for HTA to the Administration and Community Affairs Committee to train competitive players for the amount of \$1,500 for the term of one year. The program will be evaluated by staff at the end of the 2014 season.

**MOTION: To recommend to the Board of Trustees to approve the lease agreement with Hinsdale Tennis Association for a period of one year at the rate of \$1,500 to instruct competitive tennis lessons at Village courts.**

**STAFF APPROVALS**

<b>Parks &amp; Recreation Approval</b> 	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Managers Approval</b> 
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**COMMITTEE ACTION:**

The Committee voted unanimously to recommend to the Board of Trustees to approve the lease agreement with Hinsdale Tennis Association for a period of one year at the rate of \$1,500 to instruct competitive tennis lessons at Village courts.

**BOARD ACTION:**



### HTA Enrollment History

Session 1	2005	2011	2012	HTA Program Fees	2013 Enrollment	2013 Revenue
Pee Wee	67	20	23	\$105	29	\$3,045
Tiny Tots	88	13	13	\$105	18	\$1,890
Beginners	84	28	29	\$150	52	\$7,800
Adv Beginners	65	30	26	\$145	34	\$4,930
Junior Excellence	117	9	10	\$300	9	\$2,700
Varsity/Frosh-Spoh*	36	14	15			
Ladies Adv Drill/Adult	46	18	19	\$200	12	\$2,400
<b>Session 2</b>						
Pee Wee	47	22	20	\$48	14	\$672
Tiny Tots	48	13	12	\$50	3	\$150
Beginners	27	9	10	\$72	2	\$144
Adv Beginners	22	4	0	\$70	8	\$560
Junior Excellence	41	5	3	\$150	3	\$450
Varsity/Frosh-Spoh*	14	15	15	\$150	10	\$1,500
Ladies Adv Drill/Adult	10	6	6	\$100	6	\$600
<b>Total Enrollment</b>	<b>712</b>	<b>206</b>	<b>201</b>		<b>200</b>	<b>\$26,841</b>

### Payments from HTA to the Village

Year	HTA Revenue	10 % Revenue
2008	62050	\$6,205
2009	53240	\$5,324
2010	Flat rate	\$7,500
2011	Flat rate	\$7,500
2012	Flat rate	\$7,700
2013	Flat rate	\$7,930

### 2014 PROJECTED REVENUE

2014 Projected Revenue	\$28,871
less 80% to HTA	\$23,097
20% Revenue to Village	\$5,774
Fee paid to Village for 2014 License Agreeeme	\$1,500
Total Revenue from HTA programs	\$7,274
Payment from HTA In 2013	\$7,950
Difference over the prior year	-\$676

**LICENSE AGREEMENT BETWEEN THE HINSDALE TENNIS ASSOCIATIONS  
AND THE VILLAGE OF HINSDALE**

**THIS LICENSE AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, between the Hinsdale Tennis Association (hereinafter referred to as the "HTA") and the Village of Hinsdale, DuPage County and Cook County, Illinois (hereinafter referred to as the "Village").

**RECITALS**

**WHEREAS**, it has been determined by the corporate authorities of the Village to permit the HTA to have a license to use the Village's tennis courts during the summer months of the year 2014 for a competitive tennis instruction program under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein and other good and valuable consideration, the parties hereto agree as follows:

- 1. RECITAL.** The above recital is substantive and is incorporated herein by reference as though fully set forth.
- 2. PROGRAM AND FACILITIES.** The HTA shall use the Village's Parks and Recreation Department's tennis courts ("Facilities") to operate competitive tennis instruction program ("Program") for courses to take place during the summer months of the year 2014 from May through September. The Village shall solely be responsible to maintain the Facilities for the Program. The Village reserves the right to assign specific Facilities to be used for the Program, including times and dates for the use of the Facilities.
- 3. HTA'S RESPONSIBILITIES.** The HTA shall not, without the prior written consent of the Village, make any alterations, improvements, or additions to the Facilities, nor shall the HTA cause any damage to the Village's Facilities.
- 4. PAYMENT TO THE VILLAGE.** The HTA shall pay the Village for use of the Village's Facilities for the Program by remitting to the Village a fee of \$1500 made in two installments collected by HTA from participants for participation in the competitive lesson program. The first

installment is due July 1, 2014 and the second installment is due October 1<sup>st</sup>, 2014. The HTA shall be responsible to collect all fees and shall be responsible for the registration of all competitive lesson program participants. Group and instructional lessons are coordinated through and fees processed through the Parks and Recreation Department. After the completion of the season, HTA will provide the Village with documentation on competitive participant registration and enrollment revenues for the 2014 season by January 10, 2015.

**5. COACHES, INSTRUCTORS, ASSISTANTS AND DIRECTORS.** All coaches, instructors, assistants and directors for the Program shall be employees and/or independent contractors of the HTA and shall not be considered employees or independent contractors of the Village. The HTA shall be responsible for the hiring, training, assignment, discipline and dismissal of all coaches, instructors, assistants and directors for the Program. The HTA shall solely be responsible for their benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expenses.

**6. AMENDMENTS AND MODIFICATIONS.** This Agreement may be modified or amended from time-to-time by the authorized representatives of the Village and the authorized representatives of the HTA, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Village and the authorized representatives of the HTA.

**7. INDEMNITY/HOLD HARMLESS PROVISION** To the fullest extent permitted by law, HTA hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the HTA, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, HTA shall, at

its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, HTA shall, at its own expense, satisfy and discharge the same.

HTA expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

**8. COVENANT NOT TO SUE.** The HTA forever releases and discharges the Village, its directors, officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out of the HTA's use of the Village's Facilities for the Program. The HTA covenants not to sue or otherwise bring any action in law or equity against the Village, its directors, officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the HTA, its employees, and/or agents may sustain as a result of the use of the Village's Facilities.

**9. INSURANCE.** At its own expense, the HTA shall name the Village as an additional insured on any and all of its existing general and excess liability insurance policies. The HTA shall maintain during the duration of this Agreement a general liability insurance policy with a general aggregate limit of at least one million dollars (\$1,000,000.00). The Village shall remain an additional insured under said policies during the entire term of this Agreement. The HTA shall provide the Village with a copy of said policies naming the Village as an additional insured within fifteen (15) days after execution of this Agreement. During the term of this Agreement, the HTA shall keep in full force and effect workers' compensation insurance with a reputable, state registered insurance company with policy limits to cover statutory liability.

**10. DURATION OF THIS AGREEMENT.** This Agreement shall remain in full force and effect after execution by the parties, as set forth above, and shall expire on December 31, 2014.

**11. TERMINATION.** This Agreement may be terminated at any time by either party upon thirty (30) days written notice of the effective date of said termination from the terminating party. Notice of termination shall be governed by the provisions of paragraph 12 below. The HTA shall not be entitled to reimbursement of any fees remitted to the Village if this Agreement is terminated by the HTA after the Program has commenced pursuant to paragraph 2 above.

**12. NOTICE.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provision of this paragraph.

**To the Village:**

Village Manager

Village of Hinsdale

19 East Chicago Ave

Hinsdale, IL 60521-3489

**To the HTA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

**13. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

**14. NON-ASSIGNMENT.** This Agreement shall not be assigned by either party without the written consent of the other party.

**15. BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the HTA and the Village represent that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions of the Agreement.

**16. EFFECTIVE DATE.** The effective date of this Agreement as reflected above shall be the date that the Village Clerk of the Village attests the signature of the Village Manager.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and year first written above.

**VILLAGE OF HINSDALE**

**THE HINSDALE TENNIS ASSOCIATION**

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By: Kathleen Gargano  
Its: Village Manager

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By: Tom Lockhart  
Its: President

**ATTEST**

**ATTEST**

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By: Christine Bruton  
Its: Village Clerk

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By:  
Its: Secretary

68

DATE: February 26, 2014

### REQUEST FOR BOARD ACTION

<b>AGENDA</b> <b>SECTION NUMBER:</b> ACA		<b>ORIGINATING DEPARTMENT</b> Administration							
<b>ITEM:</b> Amending the Personnel Policy		<b>APPROVAL</b> Kathleen A. Gargano Village Manager							
<p style="text-align: center;"><b>Recommended Revision to the Village Personnel Policy</b></p> <p>The Hinsdale Village's Personnel Policy states:</p> <p style="padding-left: 40px;">"The Village Manager shall be responsible for administration of these personnel rules and regulations within the Village organization, and may, at any time, develop and promulgate procedural rules, interpretations and other personnel policies in writing or otherwise, and may grant waiver to them. In addition, he/she may recommend amendments to the Personnel Policy for consideration by the Village President and Board of Trustees, and may review, approve and amend actions taken pursuant to these Personnel Rules and Regulations, by Department Heads."</p> <p>The last sentence in this paragraph places a requirement to have proposed amendments to the Personnel Manual brought to the Village Board for approval prior to implementation. The past practice of Staff has been that any and all revisions to the Village Personnel Policy must be approved by the Village Board prior to implementation. Following this policy oftentimes requires the Village Board to review and consider policies that are a result of action taken by legislative bodies such as the Illinois General Assembly or other federal regulations that supersede the Village Board authority. Examples include:</p> <ul style="list-style-type: none"> <li>State and federal laws such as Military Leave, Federal Medical Leave Act(FMLA) and Victims Economic Security and Safety Act (VESSA)</li> <li>Provisions relating to employee conduct</li> <li>Policies related to outside employment</li> </ul> <p>For these types of activities, consideration by the Board is an unnecessary burden and inefficient.</p> <p>The types of revisions the Village Manager is seeking authority to make does not include salaries and benefits, the size of workforce and the establishment or elimination of positions as this is covered separately in the Personnel Policy and this authority is granted to the Village Board. A copy of the existing language is attached for reference.</p> <p>To clarify the Village Manager's authority as it relates to revisions to the Village's Personnel Policies, the following language is proposed:</p> <p style="padding-left: 40px;"><del>"The Village Manager shall be responsible for administration of these personnel rules and regulations within the Village organization, and may, at any time, <u>amend</u>, develop and promulgate procedural rules, interpretations and other personnel policies in writing or otherwise, and may grant waiver to them. In addition, he/she may recommend amendments to the Personnel Policy for consideration by the Village President and Board of Trustees, and may review, approve and amend actions taken pursuant to these Personnel Rules and Regulations, by Department Heads."</del> <b><u>The Village Manager, upon making changes to the Personnel Policies, shall communicate such changes to the Village Board.</u></b></p> <p>If the Board agrees with the proposed changes, the following motion would be appropriate:</p> <p><b>MOTION:</b> To approve the recommendation <b>"to provide the Village Manager authority to amend the Personnel Policy without prior Board approval. The Village Manager upon making changes to the Personnel Policy shall communicate those changes to the Village Board."</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 20%; padding: 5px; text-align: center;">APPROVAL</td> <td style="width: 20%; padding: 5px; text-align: center;">APPROVAL</td> <td style="width: 20%; padding: 5px; text-align: center;">APPROVAL</td> <td style="width: 20%; padding: 5px; text-align: center;">APPROVAL</td> <td style="width: 20%; padding: 5px; text-align: center;"> <b>MANAGER'S APPROVAL</b>  </td> </tr> </table> <p><b>COMMITTEE ACTION:</b> The ACA Committee at their meeting of February 26, 2014 agreed to the proposed language change to the Village's Personnel Policy.</p> <p><b>BOARD ACTION:</b></p>					APPROVAL	APPROVAL	APPROVAL	APPROVAL	<b>MANAGER'S APPROVAL</b> 
APPROVAL	APPROVAL	APPROVAL	APPROVAL	<b>MANAGER'S APPROVAL</b> 					

employment contract. No promise of employment or employment-related benefit(s) for any specific period of time is offered, established, or to be implied, in or from anything in this Manual, and no representative of the Village has any authority to enter into any agreement for employment for any specified period of time or agreement for remuneration or any other benefit of employment, except its Village Manager and Board of Trustees, and even then only if that agreement is in writing and is signed by the Village President and the employee. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee. Employees are free to terminate their employment at any time and the Village reserves the same right.

## **PREFACE**

Out of a desire to assist Village employees to understand the role of key individuals and groups who play a major part in administering the personnel function, it is appropriate to include in this introduction a brief description of the roles that those key participants play.

### **Elected Officials**

The Village President and Board of Trustees play a major role in the personnel function. They establish goals for the Village and direct Village employees to accomplish those goals. The goals, which they establish, form the framework for Village personnel policies and rules. **The elected officials also approve salaries and benefits, the size of the work force, and the establishment or elimination of positions.** They appoint the Board of Fire and Police Commissioners, and the Village Manager whom they designate to serve as their Chief Executive Officer.

### **Village Manager**

The Village Manager shall be responsible for administration of these personnel rules and regulations within the village organization, and may, at any time, develop and promulgate procedural rules, interpretations, and other personnel policies in writing or otherwise, and may grant waiver to them. In addition, he/she may recommend amendments to the Personnel Policy for consideration by the Village President and Board of Trustees, and may review, approve and amend actions taken pursuant to these Personnel Rules and Regulations, by Department Heads.

### **Board of Fire and Police Commissioners**


The Board of Fire and Police Commissioners is responsible for directing the recruitment, testing and selection of police and fire personnel and for the hearing of disciplinary actions against them.

The Board of Fire and Police Commissioners is a three-member board appointed by the



DATE February 28, 2014

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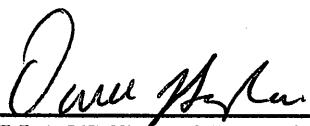
<b>AGENDA SECTION</b> ACA	<b>ORIGINATING DEPARTMENT</b> Finance			
<b>ITEM</b> Accounts Payable	<div style="text-align: right;">Darrell Langlois </div> <b>APPROVED</b> Assistant Village Manager/Director of Finance			
<p>At the meeting of March 04, 2014 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p><b>Motion:</b> To move approval and payment of the accounts payable for the period of February 15, 2014 through February 28, 2014 in the aggregate amount of <u>\$510,371.16</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>				
<b>STAFF APPROVALS</b>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1560**

**FOR PERIOD February 14, 2014 through February 28, 2014**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$510,371.16 reviewed and approved by the below named officials.

APPROVED BY  DATE 2/28/14  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

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

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



**Village of Hinsdale  
Warrant # 1560  
Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	10000	176,871.95	154,992.71	331,864.66
Capital Project Fund	45300	8,778.52		8,778.52
Water & Sewer Operation	61061	20,322.22		20,322.22
Water & Sewer Capital	61062	208.71		208.71
Escrow Funds	72100	15,597.00		15,597.00
Payroll revolving Fund	79000	11,539.14	122,060.91	133,600.05
Library Operations	99000	12.00		
<b>Total</b>		<b>233,329.54</b>	<b>277,053.62</b>	<b>510,371.16</b>



**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1560**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 2/28/2014	Village Payroll #05 - Calendar 2014	FWH	49,226.60
Electronic Federal Tax Payment Systems 2/28/2014	Village Payroll #05 - Calendar 2014	FICA/MCARE	38,409.10
Illinois Department of Revenue 2/28/2014	Village Payroll #05 - Calendar 2014	State Tax Withholding	17,504.41
ICMA - 457 Plans 2/28/2014	Village Payroll #05 - Calendar 2014	Employee Withholding	14,539.18
H SA PLAN CONTRIBUTION		Employee Withholding	2,381.62
Intergovernmental Personnel Benefit Cooperative Employee Health Insurance February 2014		Employer/Employee	154,992.71
Illinois Municipal Retirement Fund		Employer/Employee	-
<b>Total Bank Wire Transfers and ACH Payments</b>			<b>277,053.62</b>

Run date: 28-FEB-14

Village of Hinsdale

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DATE: 03/04/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
5 STAR SOCCER CAMPS, INC			
180549	SOCCER CAMP	413600-02/14	\$4,136.00
		Total for Check: 97099	\$4,136.00
A BEEP LLC			
180541	SERVICE CALL	56661	\$225.00
		Total for Check: 97100	\$225.00
AIR ONE EQUIPMENT			
180500	MONITOR	93103	\$829.00
		Total for Check: 97101	\$829.00
ANETSBERGER, NANCY			
180562	REIMBURSEMENT	62924	\$72.06
		Total for Check: 97102	\$72.06
ARAMARK UNIFORM SERVICES			
180555	UNIFORMS	2078433484	\$35.86
180555	UNIFORMS	2078433484	\$54.05
180555	UNIFORMS	2078433484	\$26.57
180555	UNIFORMS	2078433484	\$36.73
180555	UNIFORMS	2078433484	\$43.07
180555	UNIFORMS	2078433484	\$31.12
180555	UNIFORMS	2078433484	\$49.14
		Total for Check: 97103	\$276.54
AT & T			
180664	WATER PLANT	6303233863-02/14	\$139.13
		Total for Check: 97104	\$139.13
ATLAS BOBCAT LLC			
180533	MIRROR	BA1380	\$52.15
		Total for Check: 97105	\$52.15
ATOMIC TRANSMISSIONS			
180535	TRANS SERVICES	100865	\$694.02
		Total for Check: 97106	\$694.02
AUTOMATED FORMS & GRAPHIC			
180506	BANNERS	22510	\$155.50
180506	BANNERS	22510	\$98.50
		Total for Check: 97107	\$254.00
BALDINELLI PIZZA			
180673	EMERGENCY DINNERS	61575	\$584.75
180673	EMERGENCY DINNERS	61575	\$31.00
		Total for Check: 97108	\$615.75
BANASZAK, THOMAS W.			
180580	WORK BOOTS	62626	\$100.00
		Total for Check: 97109	\$100.00
BANNERVILLE USA			
180530	EASTER EGG HUNT	17564	\$15.00
		Total for Check: 97110	\$15.00
BARTECKI, DONALD			
180657	CONT BD/621 E 6TH ST	21591	\$500.00
		Total for Check: 97111	\$500.00
BONO CSR KATHLEEN W.			

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DATE: 03/04/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
180472	125 W 2ND STREET V-14-13	6371	\$744.00
<b>Total for Check: 97112</b>			<b>\$744.00</b>
<b>BRETT EQUIPMENT</b>			
180534	ALARM	232115	\$37.71
180547	LIGHT KIT	230992	\$96.50
<b>Total for Check: 97113</b>			<b>\$134.21</b>
<b>BUTTREY RENTAL SERVICE IN</b>			
180492	RENTAL	177986	\$58.00
<b>Total for Check: 97114</b>			<b>\$58.00</b>
<b>C.A. BENSON &amp; ASSOCIATES</b>			
180523	APPRAISAL SERVICE	6682	\$450.00
<b>Total for Check: 97115</b>			<b>\$450.00</b>
<b>CALLONE</b>			
180570	TELEPHONE	10109073-01/2014	\$404.81
180570	TELEPHONE	10109073-01/2014	\$1,290.30
180570	TELEPHONE	10109073-01/2014	\$143.68
180570	TELEPHONE	10109073-01/2014	\$930.35
180570	TELEPHONE	10109073-01/2014	\$68.81
180570	TELEPHONE	10109073-01/2014	\$33.07
180570	TELEPHONE	10109073-01/2014	\$634.15
180570	TELEPHONE	10109073-01/2014	\$333.72
180570	TELEPHONE	10109073-01/2014	\$1,367.01
<b>Total for Check: 97116</b>			<b>\$5,205.90</b>
<b>CAREER BUILDERS, LLC</b>			
180537	CREW WORKER AD	CB02204693	\$390.00
<b>Total for Check: 97117</b>			<b>\$390.00</b>
<b>CASEY EQUIPMENT CO INC</b>			
180544	RIM	C00144	\$228.95
<b>Total for Check: 97118</b>			<b>\$228.95</b>
<b>CDW-GOVERNMENT INC.</b>			
180480	USB ADAPTER	JQ27506	\$32.00
180481	CAMERA CASE	JN81052	\$34.92
180498	UP DATES	JQ35427/35421	\$1,254.82
180498	UP DATES	JQ35427/35421	\$690.72
180511	PRINTER	JT97751	\$185.72
180512	MS OFFICE	JT15308	\$243.04
180557	FLASH CARD	JS67029	\$31.54
180650	OFFICE PRO	JX23955	\$330.97
<b>Total for Check: 97119</b>			<b>\$2,803.73</b>
<b>CINTAS CORPORATION 769</b>			
180505	RUGS TOWELS ETC	769362003	\$28.44
180505	RUGS TOWELS ETC	769362003	\$70.86
180505	RUGS TOWELS ETC	769362003	\$182.36
180566	RUGS TOWELS ETC	769365604	\$28.44
180566	RUGS TOWELS ETC	769365604	\$182.36
<b>Total for Check: 97120</b>			<b>\$492.46</b>
<b>CLARKE, JILL</b>			
180658	CONT BD/321 E SEVENTH	21361	\$500.00



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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 97121</b>	<b>\$500.00</b>
<b>COGENT SYSTEMS</b>			
180575	CAMERA	216367	\$71.05
180575	CAMERA	216367	\$980.00
180575	CAMERA	216367	\$0.00
		<b>Total for Check: 97122</b>	<b>\$1,051.05</b>
<b>COMCAST</b>			
180524	FIRE TV'S	0009242-02/14	\$39.97
180524	FIRE TV'S	0009242-02/14	\$39.97
		<b>Total for Check: 97123</b>	<b>\$79.94</b>
<b>CONSTELLATION NEWENERGY</b>			
180488	STREET LIGHTS	1653148050-01/14	\$9,360.84
		<b>Total for Check: 97124</b>	<b>\$9,360.84</b>
<b>COURTNEYS SAFETY LANE</b>			
180665	SAFETY INSPECTIONS	055236	\$35.00
		<b>Total for Check: 97125</b>	<b>\$35.00</b>
<b>CRYSTAL MGMNT &amp; SVCS CORP</b>			
180653	CLEANING SERVICE 3/14	21917	\$1,080.00
180653	CLEANING SERVICE 3/14	21917	\$875.00
180653	CLEANING SERVICE 3/14	21917	\$1,530.00
180653	CLEANING SERVICE 3/14	21917	\$280.00
		<b>Total for Check: 97126</b>	<b>\$3,765.00</b>
<b>CULLIGAN ABRAHAM LTD</b>			
180663	ESCROW REFUND	V-07-13	\$200.30
		<b>Total for Check: 97127</b>	<b>\$200.30</b>
<b>CURRENT TECHNOLOGIES</b>			
180564	SERVER MAINTENANCE	710937	\$67.50
180652	DOWN PAYMENT/SERVERS	4258	\$4,097.43
180652	DOWN PAYMENT/SERVERS	4258	\$21,219.96
		<b>Total for Check: 97128</b>	<b>\$25,384.89</b>
<b>DALY, MARY BETH</b>			
180579	FENCE REPAIRS	1120582	\$208.71
		<b>Total for Check: 97129</b>	<b>\$208.71</b>
<b>DANMAR</b>			
180674	KLM RESTAIN FLOORS	18217	\$750.00
		<b>Total for Check: 97130</b>	<b>\$750.00</b>
<b>DAVEY TREE EXPERT</b>			
180546	TREE REMOVAL	907523986	\$1,665.00
		<b>Total for Check: 97131</b>	<b>\$1,665.00</b>
<b>DOCU-SHRED, INC.</b>			
180670	SHREDDING	32249	\$80.00
		<b>Total for Check: 97132</b>	<b>\$80.00</b>
<b>DUPAGE COUNTY CHIEFS OF</b>			
180519	LUNCHEON	62919	\$125.00
		<b>Total for Check: 97133</b>	<b>\$125.00</b>
<b>ENVIRO-TEST/PERRY LABORAT</b>			
180531	LAB SERVICES	14130045	\$168.00
		<b>Total for Check: 97134</b>	<b>\$168.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>ERLENBORN, STEVEN</b>			
180479	REFUND	131785	\$445.90
<b>Total for Check: 97135</b>			<b>\$445.90</b>
<b>ETC PROLIANCE ENERGY LLC</b>			
180543	GAS SERVICE	2014011001948	\$1,961.75
180543	GAS SERVICE	2014011001948	\$1,961.75
180543	GAS SERVICE	2014011001948	\$3,823.24
180543	GAS SERVICE	2014011001948	\$2,574.30
180543	GAS SERVICE	2014011001948	\$711.93
180543	GAS SERVICE	2014011001948	\$3,424.97
<b>Total for Check: 97136</b>			<b>\$14,457.94</b>
<b>FLEET SAFETY SUPPLY</b>			
180678	LIGHT BAR	59654	\$2,835.30
<b>Total for Check: 97137</b>			<b>\$2,835.30</b>
<b>FRED GLINKE PLUMBING AND</b>			
180517	RODDING MACHINE	30281	\$281.90
<b>Total for Check: 97138</b>			<b>\$281.90</b>
<b>GARY JOHNSTON</b>			
180504	PERMIT FEES	15300	\$153.00
<b>Total for Check: 97139</b>			<b>\$153.00</b>
<b>GILBARCO INC</b>			
180487	FUEL REPORTING	04775579	\$240.00
<b>Total for Check: 97140</b>			<b>\$240.00</b>
<b>GRAINGER, INC.</b>			
180515	SWITCHES	9361941264	\$33.60
180518	PUMP	9357301093	\$79.70
180577	MOP HANDLES	9360786215	\$91.70
<b>Total for Check: 97141</b>			<b>\$205.00</b>
<b>HANSON AGGREGATES INC</b>			
180476	STONE/SAND	5401605	\$392.84
180476	STONE/SAND	5401605	\$1,049.27
180553	STONE	5401998	\$521.36
180672	STONE/SAND	5402144/253/254	\$426.39
180672	STONE/SAND	5402144/253/254	\$2,671.85
<b>Total for Check: 97142</b>			<b>\$5,061.71</b>
<b>HD SUPPLY WATERWORKS</b>			
180495	WATER MAIN	C020452	\$45.60
180529	WATER MAIN	C031267	\$684.00
180554	WATER MAIN MATERIALS	C038780	\$1,357.00
<b>Total for Check: 97143</b>			<b>\$2,086.60</b>
<b>ILLINOIS SHOTOKAN KARATE</b>			
180473	KARATE	1129	\$3,701.60
<b>Total for Check: 97144</b>			<b>\$3,701.60</b>
<b>INDUSTRIAL ELECTRIC</b>			
180491	BATTERY	222743	\$25.00
180509	SWITCHES	223148	\$59.00
180514	PLUGS/SPRING	222974	\$66.00
<b>Total for Check: 97145</b>			<b>\$150.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>INTERNATIONAL ECONOMIC</b>			
180521	RENEWAL	240838-02/2014	\$385.00
<b>Total for Check: 97146</b>			<b>\$385.00</b>
<b>IRMA</b>			
180545	UST/DEDUCTIBLES	13017/13051/8930	\$1,168.64
180545	UST/DEDUCTIBLES	13017/13051/8930	\$12,246.78
180545	UST/DEDUCTIBLES	13017/13051/8930	\$1,513.62
180545	UST/DEDUCTIBLES	13017/13051/8930	\$208.28
<b>Total for Check: 97147</b>			<b>\$15,137.32</b>
<b>ISAWWA</b>			
180513	CLASS BOOK	200010090	\$210.00
<b>Total for Check: 97148</b>			<b>\$210.00</b>
<b>J P MCMAHON</b>			
180662	SITEMNGE/827 OAK ST	17381	\$3,000.00
<b>Total for Check: 97149</b>			<b>\$3,000.00</b>
<b>JAMES J BENES &amp; ASSOC INC</b>			
180677	PLAN EIEWS	5000	\$5,000.00
<b>Total for Check: 97150</b>			<b>\$5,000.00</b>
<b>JOLIET BOILER &amp; WELDING C</b>			
180490	REPAIR S BOILER NO HEAT	3746	\$4,276.00
<b>Total for Check: 97151</b>			<b>\$4,276.00</b>
<b>KELLER, MARK</b>			
180561	REIMBURSEMWNT	62925	\$50.53
<b>Total for Check: 97152</b>			<b>\$50.53</b>
<b>LANGUAGE LINE SERVICES</b>			
180482	PHONE INTERPRETATION	3311994	\$36.67
<b>Total for Check: 97153</b>			<b>\$36.67</b>
<b>LIGHTING SOLUTIONS OF IL</b>			
180551	DECORATIONS ST POLES	34579	\$4,790.00
<b>Total for Check: 97154</b>			<b>\$4,790.00</b>
<b>LINDCO EQUIPMENT SALES IN</b>			
180516	PLOW REPAIRS	20140481P	\$633.02
<b>Total for Check: 97155</b>			<b>\$633.02</b>
<b>LIPKE KENTEX HESSE, INC</b>			
180489	DETERGENT	453424	\$195.01
<b>Total for Check: 97156</b>			<b>\$195.01</b>
<b>LUKA, ERIC</b>			
180560	KLM REFUND	EN150124/21853	\$450.00
<b>Total for Check: 97157</b>			<b>\$450.00</b>
<b>MAGIC OF GARY KANTOR</b>			
180475	INSTRUCTION	312130A	\$70.00
<b>Total for Check: 97158</b>			<b>\$70.00</b>
<b>MATHIS BUILDERS</b>			
180661	SITE MNGE/125 HILLCREST	20781	\$3,000.00
<b>Total for Check: 97159</b>			<b>\$3,000.00</b>
<b>MCCANN EQUIPMENT</b>			
180680	BREAKER POINTS	07171032	\$406.00
<b>Total for Check: 97160</b>			<b>\$406.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>MCMAHON, J P</b>			
180660	STM WTR/827 S OAK ST	17380	\$2,152.00
Total for Check: 97161			\$2,152.00
<b>MERANDA, MARY</b>			
180528	REIMBURSEMENT	62920	\$119.95
Total for Check: 97162			\$119.95
<b>MEYER, KAREN MARIE</b>			
180656	STM WTR/732 BITTERSWEET	21606	\$3,945.00
Total for Check: 97163			\$3,945.00
<b>MIDWEST TIME RECORDER</b>			
180532	RIBBON	136475	\$38.00
Total for Check: 97164			\$38.00
<b>MINER ELECTRONICS</b>			
180503	SQUAD REPAIRS	252439/252610	\$333.81
Total for Check: 97165			\$333.81
<b>MINUTEMAN DOOR SERVICE</b>			
180654	WP REPLACE FRONT DOOR	7511	\$2,303.00
Total for Check: 97166			\$2,303.00
<b>MORRISON ASSOCIATES LTD</b>			
180520	PROFESSIONAL SERVICES	20130096	\$900.00
Total for Check: 97167			\$900.00
<b>MOTOROLA</b>			
180499	RADIO MAINTENANCE	SR103762	\$707.75
180573	CHARGER	IN124264	\$49.64
Total for Check: 97168			\$757.39
<b>N I ELEVATORS, INC</b>			
180542	PRESSURE TEST ELEVATORS	2289	\$496.25
180542	PRESSURE TEST ELEVATORS	2289	\$496.25
180542	PRESSURE TEST ELEVATORS	2289	\$496.25
180542	PRESSURE TEST ELEVATORS	2289	\$496.25
Total for Check: 97169			\$1,985.00
<b>NELSON DESIGN ASSOCIATES</b>			
180522	EVENT SIGN	2014112	\$200.00
Total for Check: 97170			\$200.00
<b>NEOPOST USA INC</b>			
180536	SURE SEAL POSTAGE MACHINE	14189598	\$42.99
Total for Check: 97171			\$42.99
<b>NICOR GAS</b>			
180483	5905 COUNTY LINE RD	1295211000-01/14	\$383.07
180484	KLM	0667735657-01/14	\$1,195.03
180485	ART CENTER	1811704647-01/14	\$937.55
Total for Check: 97172			\$2,515.65
<b>NORMANDY BUILDERS</b>			
180659	CONT BD/33 S MONROE	21146	\$2,000.00
Total for Check: 97173			\$2,000.00
<b>NORTH EAST MULTI-REGIONAL</b>			
180550	TRAINING	25500-03/14	\$255.00
Total for Check: 97174			\$255.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>NUCO2 INC</b>			
180569	CHEMICALS	41016410	\$58.69
<b>Total for Check: 97175</b>			<b>\$58.69</b>
<b>NUNLEY, STEVEN</b>			
180655	CONT BD/919 S BODEN	21669	\$500.00
<b>Total for Check: 97176</b>			<b>\$500.00</b>
<b>OLEARYS CONTRACTORS EQU</b>			
180474	HEATERS	102934/710/712	\$75.00
180474	HEATERS	102934/710/712	\$198.00
180474	HEATERS	102934/710/712	\$1,580.00
<b>Total for Check: 97177</b>			<b>\$1,853.00</b>
<b>PERSONNEL STRATEGIES LLC</b>			
180681	PRE EMPLOYMENT	125000	\$500.00
180681	PRE EMPLOYMENT	125000	\$750.00
<b>Total for Check: 97178</b>			<b>\$1,250.00</b>
<b>POO FREE PARKS</b>			
180548	MTHLY MAINTENANCE 12/13	PFQ653	\$148.20
<b>Total for Check: 97179</b>			<b>\$148.20</b>
<b>QUARRY MATERIALS, INC.</b>			
180651	COLD MIX	48893	\$567.00
<b>Total for Check: 97180</b>			<b>\$567.00</b>
<b>RAY OHERRON CO INC</b>			
180494	MISC UNIFORMS	1407053	\$278.02
180558	LIGHT	1407397	\$156.14
180574	UNIFORMS	1408415	\$177.81
<b>Total for Check: 97181</b>			<b>\$611.97</b>
<b>RAY OHERRON CO. INC</b>			
180507	HOLSTERS	1407243	\$185.85
180508	AMMO	1407244	\$170.00
180526	AMMO	1406143	\$224.15
<b>Total for Check: 97182</b>			<b>\$580.00</b>
<b>REGIONAL TRUCK EQUIPMENT</b>			
180538	PLOW REPAIR	187188	\$74.29-
180538	PLOW REPAIR	187188	\$19.05
180538	PLOW REPAIR	187188	\$476.20
<b>Total for Check: 97183</b>			<b>\$420.96</b>
<b>REILLY GREEN MOUNTAIN</b>			
180563	PLATFORM TENNIS	14546	\$107.35
<b>Total for Check: 97184</b>			<b>\$107.35</b>
<b>REMPE SHARPE &amp; ASSOCIATES</b>			
180540	2013 RECONSTRUCTION	23773	\$8,597.47
<b>Total for Check: 97185</b>			<b>\$8,597.47</b>
<b>RUTLEDGE PRINTING CO.</b>			
180578	BUSINESS CARDS	120447	\$104.04
<b>Total for Check: 97186</b>			<b>\$104.04</b>
<b>SCORPIO CONSTRUCTION CORP</b>			
180539	EMERGENCY MAIN BREAK	46214	\$4,780.00
<b>Total for Check: 97187</b>			<b>\$4,780.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>SECRETARY OF STATE</b>			
180576	LICENSE SUSPENSIONS	62930	\$40.00
Total for Check: 97188			\$40.00
<b>SERVICE FORMS &amp; GRAPHICS</b>			
180559	BUSINESS CARDS	147570	\$107.61
Total for Check: 97189			\$107.61
<b>SOUTHWEST CENTRAL DISPATC</b>			
180675	POLICE DISPATCHING	101201163-03/14	\$22,973.79
180679	DISPATCH SERVICES	101201166-03/14	\$5,601.65
Total for Check: 97190			\$28,575.44
<b>STOMPER, SCOTT</b>			
180502	BROCHURE DESIGN	0040	\$45.00
Total for Check: 97191			\$45.00
<b>TEMPLE DISPLAY LTD</b>			
180477	LIHT REMOVAL	12027	\$4,250.00
Total for Check: 97192			\$4,250.00
<b>TERRACE SUPPLY CO</b>			
180552	WELDING EQUIPMENT	70181513	\$200.86
Total for Check: 97193			\$200.86
<b>THE POLICE &amp; SHERIFFS</b>			
180527	ID CARDS	54828	\$32.49
Total for Check: 97194			\$32.49
<b>THIRD MILLENIUM</b>			
180501	UTILITY BILLING	16636	\$1,023.78
Total for Check: 97195			\$1,023.78
<b>THOMPSON ELEVATOR INSPEC</b>			
180486	ELEVATOR INSPECTIONS	140396	\$150.00
180486	ELEVATOR INSPECTIONS	140396	\$75.00
Total for Check: 97196			\$225.00
<b>TRAFFIC CONTROL &amp; PROTECT</b>			
180556	SIGNS	79333	\$204.85
180671	SIGNS	79343	\$174.45
Total for Check: 97197			\$379.30
<b>UNITED STATES POSTAL SVC</b>			
180669	POSTAGE MACHINE	3000-03/2014	\$3,000.00
Total for Check: 97198			\$3,000.00
<b>WAGeworks</b>			
180682	FSA MONTHLY FEES	125A10298374	\$12.00
180682	FSA MONTHLY FEES	125A10298374	\$18.00
180682	FSA MONTHLY FEES	125A10298374	\$6.00
180682	FSA MONTHLY FEES	125A10298374	\$18.00
180682	FSA MONTHLY FEES	125A10298374	\$12.00
180682	FSA MONTHLY FEES	125A10298374	\$6.00
180682	FSA MONTHLY FEES	125A10298374	\$12.00
Total for Check: 97199			\$84.00
<b>WALSH, PATRICK</b>			
180510	WATER REFUND	556256	\$200.00
Total for Check: 97200			\$200.00

## WARRANT REGISTER: 1560

DATE: 03/04/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>WAREHOUSE DIRECT INC</b>			
180493	PAPER SUPPLIES	2228688	\$132.88
180493	PAPER SUPPLIES	2228688	\$182.40
180493	PAPER SUPPLIES	2228688	\$153.46
180493	PAPER SUPPLIES	2228688	\$32.52
180496	OFFICE SUPPLIES	2225619	\$114.32
180497	PAPER GOODS	2225491	\$53.28
180565	BUDGET MATERIALS	2231926	\$306.09
180572	OFFICE SUPPLIES	2234473	\$202.92
<b>Total for Check: 97201</b>			<b>\$1,177.87</b>
<b>WEST PAYMENT CENTER</b>			
180478	REPORTS	828926388	\$137.45
<b>Total for Check: 97202</b>			<b>\$137.45</b>
<b>WILLOWBROOK FORD INC</b>			
180471	EXPLORER REPAIRS	8017676/1	\$3,338.96
<b>Total for Check: 97203</b>			<b>\$3,338.96</b>
<b>WIRFS INDUSTRIES, INC.</b>			
180676	REFURBISHED FIRE DEPT	30727	\$8,922.50
<b>Total for Check: 97204</b>			<b>\$8,922.50</b>
<b>ZOUZIAS, MARINA</b>			
180525	VARIANCE REFUND	V-05-2013	\$336.98
<b>Total for Check: 97205</b>			<b>\$336.98</b>
<b>AFLAC-FLEXONE</b>			
180692	ALFAC OTHER	022814000000000	\$258.19
180693	AFLAC OTHER	022814000000000	\$275.77
180694	AFLAC SLAC	022814000000000	\$58.41
<b>Total for Check: 97206</b>			<b>\$592.37</b>
<b>AMERICAN EXPRESS</b>			
180668	DINNERS/MISC	802005-02/14	\$477.56
180668	DINNERS/MISC	802005-02/14	\$699.99
180668	DINNERS/MISC	802005-02/14	\$205.00
180668	DINNERS/MISC	802005-02/14	\$354.20
180668	DINNERS/MISC	802005-02/14	\$149.99
180668	DINNERS/MISC	802005-02/14	\$5.99
180668	DINNERS/MISC	802005-02/14	\$49.95
180668	DINNERS/MISC	802005-02/14	\$398.00
180668	DINNERS/MISC	802005-02/14	\$181.05
<b>Total for Check: 97207</b>			<b>\$2,521.73</b>
<b>BLITT &amp; GAINES, P.C.</b>			
180705	GARNISHMENT	022814000000000	\$362.12
<b>Total for Check: 97208</b>			<b>\$362.12</b>
<b>BONO CSR KATHLEEN W.</b>			
180683	319 N WASHINGTON	6357	\$230.00
<b>Total for Check: 97209</b>			<b>\$230.00</b>
<b>COLONIAL LIFE PROCCESING</b>			
180684	COLONIAL S L A C	022814000000000	\$97.06
180685	COLONIAL OTHER	022814000000000	\$27.63
<b>Total for Check: 97210</b>			<b>\$124.69</b>

## WARRANT REGISTER: 1560

DATE: 03/04/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>HOME DEPOT CREDIT SERVICE</b>			
180666	ASST SUPPLIES	7023882/5023594	\$52.00
180666	ASST SUPPLIES	7023882/5023594	\$139.95
180666	ASST SUPPLIES	7023882/5023594	\$5.94
<b>Total for Check: 97211</b>			<b>\$197.89</b>
<b>I.U.O.E.LOCAL 150</b>			
180699	LOCAL 150 UNION DUES	022814000000000	\$765.35
<b>Total for Check: 97212</b>			<b>\$765.35</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
180686	USCM/PEBS CO	022814000000000	\$1,655.00
180687	USCM/PEBS CO	022814000000000	\$56.51
<b>Total for Check: 97213</b>			<b>\$1,711.51</b>
<b>NATIONWIDE TRUST CO.FSB</b>			
180695	PEHP UNION 150	022814000000000	\$312.00
180696	PEHP REGULAR	022814000000000	\$2,071.94
180697	PEHPPD	022814000000000	\$536.88
<b>Total for Check: 97214</b>			<b>\$2,920.82</b>
<b>STATE DISBURSEMENT UNIT</b>			
180698	CHILD SUPPORT	022814000000000	\$1,084.62
<b>Total for Check: 97215</b>			<b>\$1,084.62</b>
<b>STATE DISBURSEMENT UNIT</b>			
180700	CHILD SUPPORT	022814000000000	\$313.21
<b>Total for Check: 97216</b>			<b>\$313.21</b>
<b>STATE DISBURSEMENT UNIT</b>			
180701	CHILD SUPPORT	022814000000000	\$585.00
<b>Total for Check: 97217</b>			<b>\$585.00</b>
<b>STATE DISBURSEMENT UNIT</b>			
180702	CHILD SUPPORT	022814000000000	\$230.77
<b>Total for Check: 97218</b>			<b>\$230.77</b>
<b>STATE DISBURSEMENT UNIT</b>			
180703	CHILD SUPPORT	022814000000000	\$1,615.38
<b>Total for Check: 97219</b>			<b>\$1,615.38</b>
<b>STEVEN J.FINK &amp; ASSOCIATES</b>			
180704	GARNISHMENT	022814000000000	\$400.00
<b>Total for Check: 97220</b>			<b>\$400.00</b>
<b>VILLAGE OF HINSDALE</b>			
180688	MEDICAL REIMBURSEMENT	022814000000000	\$358.34
180689	DEP CARE REIMBURSEMENT	022814000000000	\$41.67
180690	MEDICAL REIMBURSEMENT	022814000000000	\$387.46
180691	DEP CARE REIMB.F/P	022814000000000	\$45.83
<b>Total for Check: 97221</b>			<b>\$833.30</b>
<b>VILLAGE OF HINSDALE-FINAN</b>			
180667	PETTY CASH	54894	\$7.00
180667	PETTY CASH	54894	\$10.00
180667	PETTY CASH	54894	\$24.05
180667	PETTY CASH	54894	\$379.87
180667	PETTY CASH	54894	\$31.10
180667	PETTY CASH	54894	\$20.00



Run date: 28-FEB-14

Village of Hinsdale

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WARRANT REGISTER: 1560



DATE: 03/04/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
180667	PETTY CASH	54894	\$21.21
180667	PETTY CASH	54894	\$37.49
180667	PETTY CASH	54894	\$23.66
180667	PETTY CASH	54894	\$34.56
Total for Check: 97222			\$588.94

REPORT TOTAL \$233,329.54

END OF REPORT

## REQUEST FOR BOARD ACTION

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> ACA		<b>DEPARTMENT</b> Administration		
<b>ITEM</b> Acceptance of a Proposal from HD Supply Waterworks, Ltd. to Provide Water Meters, Automated Water Meter Reading Systems, and Installation Services in the amount of \$1,994,885 based on Estimated Quantities.		<b>APPROVAL</b> Darrell Langlois Assistant Village Manager/ Finance Director 		
<p>Attached is a detailed background memorandum regarding the water meter and automated meter reading system project. As noted in the memorandum, it is staff's recommendation to accept the proposal from HD Supply Waterworks to provide all of the products and services required in the Request for Proposal (RFP). A schedule of estimated quantities and unit prices is attached. Based on this data the estimated contract award is \$1,994,885. After acceptance of this proposal, we expect to finalize a contract and begin this project around March 1, 2014.</p> <p>If the ACA Committee concurs with this recommendation the following motion would be in order:</p> <p><b>Motion: To Accept the Proposal from HD Supply Waterworks, Ltd. to Provide Water Meters, Automated Water Meter Reading Systems, and Installation Services in the amount of \$1,994,885 based on Estimated Quantities.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> At the ACA meeting on February 3, 2014 the Committee unanimously recommended approval.				
<b>BOARD ACTION:</b>				

## MEMORANDUM

**Date:** January 30, 2014

**To:** Trustee Hughes and ACA Committee

**From:** Darrell Langlois, Assistant Village Manager/Finance Director

**RE:** Water Meter Replacement, Automated Meter Reading System, and Installation Services

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The Village of Hinsdale currently has approximately 5,800 active water customer accounts. The water meters currently utilized by the Village measure water in cubic feet, and a Sensus touch-read system is utilized to collect meter readings. In late 2012, both the Finance Commission and Village Board reviewed a presentation made by Village staff which documented problems with aging water meters and its impact on billing and revenue. The presentation also addressed problems in meter reading due to old technology, reliance on one individual to read 36,000 meters annually, and long delays in the time elapsed from when a water meter is read until the time it is billed. It was the consensus of both the Finance Commission and Village Board to proceed with a comprehensive program to replace most Village water meters and to implement an automated water meter reading system. The staff estimate of the project cost was \$1.9 million, with the cost of the program expected to be financed by issuing bonds that would be repaid using incremental revenues as a result of the new meters.

In August, 2013 the Village issued a Request for Proposal (RFP) for water meters, automated meter systems, and installation services. The scope of the RFP was to replace approximately 5,100 water meters and to implement an Automated Meter Reading System (AMR) for all 5,800 water accounts. In October, 2013 the Village received 5 responses to the RFP. A cost summary of the proposals received is as follows:

Aclara Technologies	\$1,781,865
Water Resources, Inc	\$1,826,290
Water Products Company	\$1,905,927
HD Supply Waterworks, Ltd	\$2,006,165
PMI	\$2,227,117

In order to review the proposals, a staff review team was assembled consisting of the Public Services Director, Assistant Public Services Director, Water and Sewer Supervisor, Water Billing Clerk, Finance Director, and Assistant Finance Director. After the evaluation of each proposal, it was the consensus of the staff review team to invite Aclara Technologies, Water Resources and HD Supply Waterworks to come in for an interview and to make a detailed presentation.

In November, 2013 the staff review team as well as Trustee Elder interviewed the three finalists. In order to ensure fairness and completeness we developed a listing of 29 questions that would be asked of each potential vendor. So as to not surprise anyone, the listing of questions was sent out in advance so they could prepare an appropriate response. Each vendor was required to bring key staff members and any subcontractors to the interview (two of the three finalist would be using a subcontractor for the installation services, which is the most important component of the project as they will be going inside resident's homes).

At the conclusion of the interview process it was the consensus of the staff review team and Trustee Elder that the proposal and presentation by HD Supply Waterworks best met the needs of the Village. In December, 2013 the staff review team went on a site visit to the Village of LaGrange to see the meter reading system in operation and to ask questions of their Public Works Director. In summary, the Village of LaGrange was very satisfied with the meter reading system, the project management by HD Supply Waterworks, and the installation services provided by the installation subcontractor United Meters, Inc.

Based on all of these factors, it is staff's recommendation to accept the proposal from HD Waterworks Supply. Some of the highlights of their proposal are as follows:

- Water meters and the meter reading system are manufactured by Sensus, which is the manufacturer used by our Public Services Department for the last several years.
- Most water meters would be the iPERL series, which are a plastic meter with no moving parts. These meters are more accurate than competing proposals, especially at low flows, have very good leak detection and tampering prevention capabilities, and allow for two way communication between the water meter and the meter reading system,
- The one drawback with the iPERL series is that water meters will now have a battery installed (current meters do not have batteries). This will require the Village to embark on a similar comprehensive meter replacement program in approximately 20 years as once the batteries die the meter will stop working.
- The automated meter reading system will only require one antenna unit that will be located on the roof of Village Hall (other systems would have required multiple antenna units at various locations throughout the Village). The appearance of the antennae unit will be similar to the other antenna units already installed on the Village Hall roof.
- The meter reading transmitters will be installed over the current touchpad reading device on the outside of the home. This will allow the transmitters to use the existing touchpad wiring and the installation will not require removal of the touchpad device or restoration on the outside of the home, which would be the case if the touchpad device were to be abandoned. Several of the competing proposals would have required new wiring.
- The installation subcontractor will be United Meters, Inc. They have extensive experience in both water meter replacement and installation of meter reading transmitters. All meter installations will be performed by a licensed plumber.
- Batteries for both the water meter and the transmitting device come with a 100% replacement warrantee for the first 10 years of operation. The warrantee is then prorated in years 11-20. The warrantee provided is similar to that offered by competing manufacturers.
- The project is expected to be completed in an 18 month time period, hopefully sooner.
- In order to save costs, the meter reading software will run on the Village's new "virtualized" network servers. This will allow the Village to avoid purchasing three computer servers that would have been required to run the meter reading system if not for the virtualized servers.

We are in the process of finalizing a contract with HD Supply Waterworks to provide the products and services as outlined in the RFP. The current estimated cost of the contract is \$1,994,885 as itemized on the attached price list. Their initial proposal of \$2,006,165 has been adjusted downward due to the elimination of the three computer servers mentioned previously and we have received a contract allowance of \$19,775 as a credit for the scrap value of the old meters being replaced. The proposal has been adjusted upwards by approximately \$24,000 in order to include estimated quantities for valves that may need to be replaced in a small percentage of the installations. Please also note that there will be \$10,000 to \$15,000 in costs the Village will have to absorb outside of the HD Waterworks Supply contract (wiring, power, interface to our billing software, etc.).

# PROPOSAL

## SCHEDULE OF PRICES

### Sensus (Non - Hosted)

#### UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item. For the water meter installation cost, the price proposed shall be an all-inclusive per unit price (incrementally above the transmitting installation cost) including all labor, supplies, wire, and any other costs needed for successful installation of the water meter. For the purchase of water meters, it is expressly stated that the Village will be considering this as an alternate item as the Village reserves the right to purchase water meter meters from alternate vendors and manufacturers as it seems fit.

#### COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1 Mobilization and Bonding		1	\$ 20,000.00	\$ 20,000.00
2 Project Management - <b>Training</b>		1	\$ 7,500.00	\$ 7,500.00
3 Data Collector Units – <b>(Metro 50 TGB)</b>		1	\$ 25,000.00	\$ 25,000.00
4 Data Collector Installation		1	\$ 17,7500.00	\$ 17,750.00
5 AMR Programming – <b>(Included w/meter install)</b>			\$ n/c	\$ n/c
6 Remote Virtualization Fee			\$ n/c	\$ n/c
7 AMR Computer – <b>(RNI/Logic Software, 5501,5005 – Comm. Stand/GPS/CL)</b>		1	\$ 43,650.00	\$ 43,650.00
8 Transmitting Units		5,800	\$ 105.00	\$ 609,000.00
9 Transmitting Unit Installation– <b>(Included w/meter installation)</b>		5,800	\$ n/c	\$ n/c
10 5/8" Meter – <b>(iPERL)</b>		850	\$ 106.00	\$ 90,100.00
11 5/8" Meter Installation		850	\$ 95.00	\$ 80,750.00
12 5/8" X 3/4" Meter – <b>(iPERL)</b>		2,150	\$ 106.00	\$ 227,900.00
13 5/8"X3/4" Meter Installation		2,150	\$ 95.00	\$ 204,250.00

PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
14 3/4" Meter (iPERL)		325	\$ <u>120.00</u>	\$ <u>39,000.00</u>
15 3/4" Meter Installation		325	\$ <u>95.00</u>	\$ <u>30,875.00</u>
16 1" Meter (iPERL)		1,650	\$ <u>155.00</u>	\$ <u>255,750.00</u>
17 1" Meter Installation		1,650	\$ <u>100.00</u>	\$ <u>165,000.00</u>
18 1 1/2" Meter (Omni R2)		60	\$ <u>388.00</u>	\$ <u>23,280.00</u>
19 1 1/2" Meter Installation		60	\$ <u>255.00</u>	\$ <u>15,300.00</u>
20 2" Meter (Omni R2)		60	\$ <u>545.00</u>	\$ <u>32,700.00</u>
21 2" Meter Installation		60	\$ <u>255.00</u>	\$ <u>15,300.00</u>
22 3" Meter (Omni C2)		3	\$ <u>1,325.00</u>	\$ <u>3,975.00</u>
23 3" Meter Installation		3	\$ <u>545.00</u>	\$ <u>1,635.00</u>
24 4" Meter (Omni C2)		2	\$ <u>2,275.00</u>	\$ <u>4,550.00</u>
25 4" Meter Installation		2	\$ <u>675.00</u>	\$ <u>1,350.00</u>
28 Reprogram Existing, iPerl/Install Transmitter Unit		700	\$ <u>90.00</u>	\$ <u>63,000.00</u>
29 Annual Software Maintenance		1	\$ <u>11,075.00</u>	\$ <u>11,075.00</u>
30 Annual Hardware Maintenance		1	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
31 5/8" – 1" Competitive meter Install		0	\$ <u>225.00</u>	\$ <u>0.00</u>
32 2" Meter (Omni C2) – If Compound laying length req.		0	\$ <u>1,010.00</u>	\$ <u>0.00</u>
33 1/2" Ball Valve Replacement		25	\$ <u>150.00</u>	\$ <u>3,750.00</u>
34 3/4" Ball Valve Replacement		74	\$ <u>155.00</u>	\$ <u>11,470.00</u>

35	1" Ball Valve Replacement	50	\$ <u>185.00</u>	\$ <u>9,250.00</u>
36	Scrap Allowance	1	\$ <u>19,775.00</u>	\$ <u>&lt;19,775.00&gt;</u>

TOTAL CONTRACT PRICE:

One Million Nine Hundred Ninety Four Thousand Eight Hundred Eighty Five Dollars and Zero Cents

(in writing)

(in writing)

1,994,885.00 Dollars and 00 Cents  
(in figures) (in figures)