

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
April 6, 2010**

*DRAFT*

The Hinsdale Village Board of Trustees regularly scheduled meeting was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 6, 2010 at 7:34 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, Bob Saigh, Doug Geoga, Cindy Williams and Bob Schultz

Absent: Trustee Laura LaPlaca

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Building Commissioner Robb McGinnis, Director of Public Services George Franco, Director of Parks & Recreation Gina Hassett and Deputy Village Clerk Christine Bruton

Also Present: Ken Knudson with The Hinsdalean and Amy Deis representing The Doings

**APPROVAL OF MINUTES**

President Cauley asked for corrections to the minutes, there being none, Trustee Saigh moved to **approve the minutes of the Regular Meeting of March 23, 2010**. Trustee Angelo seconded the motion.

**AYES:** Trustees Angelo, Saigh, Williams, Geoga, Schultz

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee LaPlaca

Motion carried.

**CITIZENS' PETITIONS**

None.

## **VILLAGE PRESIDENT'S REPORT**

President Cauley stated that staff has been working to obtain grant money to fund a new Oak Street Bridge and based on most recent estimates it will cost approximately \$17 million to replace the bridge. In January, the Village sent an application to the Illinois Commerce Commission for a grant relating to this project. Yesterday, Village Manager Cook was informed that the ICC will provide 60% of the funding for the bridge in 2015 or up to \$12 million. The Village has currently received \$2 million in grants to date, leaving a shortfall of about \$4.8 million. The Village will continue to pursue funding for the project. He congratulated Mr. Cook and staff for their hard work on the ICC grant application.

## **CONSENT AGENDA**

President Cauley read the Consent Agenda as follows:

### Items Recommended by Administration & Community Affairs Committee

**Item A: Ordinance Amending Title 3 (Business and License Regulations), Chapter 3 (Liquor Control), Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale to Create a New Class A6 Convenience Store with Gasoline Sales Liquor Classification and Amending Subsection 3-3-5G Related to the Number of Liquor Licenses**

**Item B: Resolution Opposing a Reduction in the Local Government Distributive Fund**

**Item C: Resolution Opposing House Bill #5552 and Senate Bill #580 Regarding the DuPage Water Commission**

**Item D: Award of Purchase to Atlas Bobcat, Inc. for a S300 Bobcat Skid-Steer Loader in the Amount of \$31,923.08**

**Item E: Award of Bid #1466 for Gasoline Delivery to Warren Oil Company**

**Item F: Adopt Non-Union Pay Plan for FY 2010-11**

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

**AYES:** Trustees Angelo, Saigh, Williams, Geoga, Schultz

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee LaPlaca

Motion carried.

## **ADMINISTRATION AND COMMUNITY AFFAIRS**

### **Accounts Payable**

Trustee Schultz moved **Approval and Payment of the Accounts Payable for the period of March 19, 2010 through April 1, 2010 in the aggregate amount of \$715,822.17 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Geoga seconded the motion.

**AYES:** Trustees Angelo, Saigh, Williams, Geoga, Schultz

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee LaPlaca

Motion carried.

## **ENVIRONMENT AND PUBLIC SERVICES**

No report.

## **ZONING AND PUBLIC SAFETY**

### **Ordinance Approving a Design Review Permit for Site Plan and Exterior Appearance Plan Modifications at 718 N. York Road**

Trustee Geoga moved to approve an **Ordinance Approving a Design Review Permit for Site Plan and Exterior Appearance Plan Modifications at 718 N. York Road.** Trustee Angelo seconded the motion.

**AYES:** Trustees Angelo, Saigh, Williams, Geoga

**NAYS:** Trustee Schultz

**ABSTAIN:** None

**ABSENT:** Trustee LaPlaca

Motion carried.

### **Ordinance Approving a Special Use Permit, Site Plans and Exterior Appearance Plans for the Installation of new Cellular Antennas and an Equipment Shelter at the Property Located at 333 W. 57<sup>th</sup> Street**

**Resolution Approving Lease Agreements with T-Mobile, Verizon Wireless,  
U.S. Cellular and Clearwire for the Installation of Cellular Antennas**

President Cauley stated that these two items relate to the cell antenna issue, and as a result of a straw poll has concluded that the matter would result in a 3-2 vote against and that he would not be able to vote. He has spoken to Ms. Kathy Gartlan about postponing the matter to a full Board, and she has agreed. Although the Board could discuss it now, he recommends that the matter be tabled to the next regularly scheduled meeting. Trustee Saigh moved to postpone an **Ordinance Approving a Special Use Permit, Site Plans and Exterior Appearance Plans for the Installation of new Cellular Antennas and an Equipment Shelter at the Property Located at 333 W. 57<sup>th</sup> Street** and a **Resolution Approving Lease Agreements with T-Mobile, Verizon Wireless, U.S. Cellular and Clearwire for the Installation of Cellular Antennas**, to the next regularly scheduled meeting. Trustee Angelo seconded the motion.

**AYES:** Trustees Angelo, Saigh, Geoga

**NAYS:** Trustees Williams and Schultz

**ABSTAIN:** None

**ABSENT:** Trustee LaPlaca

Motion carried.

**REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

None.

**STAFF REPORTS**

None.

**CITIZENS' PETITIONS**

None.

**TRUSTEE COMMENTS**

None.

## ADJOURNMENT

There being no further business before the Village Board of Trustees and no need for a Closed Session, Trustee Angelo **moved to adjourn the meeting of April 6, 2010.** Trustee Saigh seconded the motion.

**AYES:** Trustees Angelo, LaPlaca, Williams, Geoga, Schultz

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Saigh

Motion carried.

Meeting adjourned at 7:45 p.m.

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



## **PROCLAMATION**

### **CROSSING GUARD APPRECIATION DAY**

**WHEREAS,** approximately 20,000 children under the age of fourteen suffer from motor vehicle-related pedestrian injuries, and more than half of those injuries require hospitalization; and

**WHEREAS,** many of these injuries could be avoided if children had proper road-safety education and did not choose to cross streets or use intersections unsupervised; and

**WHEREAS,** crossing guards are a dependable means of helping children to avoid unnecessary accidents and injuries; and

**WHEREAS,** the Village of Hinsdale provides crossing guards at key intersections to allow school children to cross streets with adult supervision; and

**WHEREAS,** crossing guards play an essential role in our communities, working hard, in all weather conditions, to ensure the security of children as they walk to and from school and cross streets. In addition, they teach children to look both ways before crossing streets, as well as other essential safety rules;

**THEREFORE,** I, Tom Cauley, Village President, do hereby proclaim, May 4, 2010, as "Crossing Guard Appreciation Day" in the Village of Hinsdale and encourage everyone to be appreciative of the service that these dedicated professionals provide to keep our citizens and their children safe.

Proclaimed this 20th day of April, 2010.

\_\_\_\_\_  
Tom Cauley, Village President



## **Preservation Month - May 2010**

**WHEREAS**, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and,

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and,

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and,

**WHEREAS**, "Old is the New Green" is the theme for National Preservation Month 2010, cosponsored by the Hinsdale Historic Preservation Commission and the National Trust for Historic Preservation; and,

**WHEREAS**, since the creation of the Hinsdale Historic Preservation Commission May of 2000, five public buildings have received designation as local landmarks and seventeen privately owned single-family residences are also locally landmarked; and

**WHEREAS**, in May 2006, the National Parks Service announced that Downtown Hinsdale was listed as a National Register Historic District, and consists of a more than six block area with a total of 75 properties and contains the oldest commercial buildings in the village, representing several different architectural styles and types spanning over 130 years; and

**WHEREAS**, in November 2008, the National Parks Service announced that Robbins Subdivision was listed as a National Register Historic District, and consists of approximately 475 properties, representing several different architectural styles and types spanning over 130 years; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim the month of May 2010, as National Preservation Month, and call upon the people of the Village of Hinsdale to join their fellow citizens across the United States in recognizing and participating in this special observance.

Proclaimed this 20th day of May, 2010.

Tom Cauley, Village President

DATE: April 20, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT</b> Community Development
<b>ITEM</b> Plat of Consolidation – 337 and 341 E. Chicago Ave. – Roxas Consolidation	<b>APPROVAL</b> Daniel Deeter Village Engineer

Staff has received a request from John Roxas, applicant and owner, to consolidate two parcels at 337 and 341 E. Chicago Avenue. The subject properties currently exist as two separate lots and the petitioner is proposing to consolidate the two lots which would, according to the plat submitted, result in a single lot totaling approximately 21,113 square feet. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.

The subject property is zoned R-4 Single Family Residential which requires a minimum lot size of 10,000 square feet per lot. The applicant is not proposing to change the size or dimensions of the lots, but is simply looking to consolidate into one lot to clean up the records. As such, staff respectfully requests the following motion.

**MOTION:** To approve “A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 337 and 341 E. Chicago Avenue In The Village of Hinsdale, County of DuPage”.

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
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**COMMITTEE ACTION:** On April 12, 2010, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

**BOARD ACTION:**

## VILLAGE OF HINSDALE

RESOLUTION NO. \_\_\_\_\_

### **A RESOLUTION APPROVING AND ACCEPTING A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES COMMONLY KNOWN AS 337 AND 341 E. CHICAGO AVENUE IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE**

WHEREAS, the owner of those properties commonly known as 337 and 341 E. Chicago Avenue, legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"), has petitioned the Village of Hinsdale (hereinafter "Village") to approve a Plat of Consolidation to consolidate the Subject Property; and

WHEREAS, a Plat of Consolidation has been prepared and filed with the Village depicting the consolidated Subject Property, and a copy of the Plat of Consolidation is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, on April 12, 2010, the Village of Hinsdale Environment and Public Services Committee approved the Plat of Consolidation for the Subject Property; and

WHEREAS, the President and Board of Trustees have determined to approve and accept the Plat of Consolidation attached as Exhibit B.

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

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Plat of Consolidation Approval. The Plat of Consolidation, dated March 24, 2010, and attached as Exhibit B, is hereby approved and accepted.

Section 3. Authorization to Record Plat of Consolidation. The owner of the Subject Property is authorized to record the Plat of Consolidation with the Recorder of Deeds of Dupage County, at the owner's expense.

Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of

**this Resolution. All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict.**

**Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.**

**PASSED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

**AYES:**

**NAYES:**

**ABSENT:**

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

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

**ATTEST:**

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

## EXHIBIT A

PART OF LOT 1 IN BLOCK 10 IN ALFRED WALKER'S ADDITION TO THE TOWN OF HINSDALE, RECORDED JUNE 5, 1868 AS COCUMENT 9611, (EXCEPT THAT PART DEEDED TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, RECORDED MAY 14, 1890 AS DOCUMENT 42694), AND PART OF VACATED CHICAGO AVENUE, PER MAP OF ALTERATION RECORDED APRIL 13, 1876 AS COCUMENT 21552, AND ORDINANCE RECORDED JULY 19, 1888 AS DOCUMENT 39591, ALL LYING WEST OF THE WEST LINE OF OAK STREET, IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

### ALSO KNOWN AS:

PARCEL 1: THE WEST 50 FEET OF THE EAST 160 FEET 9AS MEASURED ALONG THE SOUTH LINE) OF THAT PART OF BLOCK 10, LYING WEST OF THE WEST LINE OF OAK STREET OF ALFRED WALKER'S ADDITION TO HINSDALE, BEING A SUBDIVISION IN SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF CONVEYED BY DEED FROM JOHN W. TROEGER AND WIFE TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, DATED MARCH 27, 1890 AND RECORDED MAY 14, 1890 IN BOOK 64 OF DEEDS, PAGE 440, AS DOCUMENT 42693, AND BY DEED FROM NANCY ROTH, EXECUTRIX, ETC., TO THE CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY, DATED MARCH 13, 1890 AND RECORDED MAY 14, 1890 IN BOOK 64 OF DEEDS, PAGE 441 AS DOCUMENT 42694), ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1868 AS DOCUMENT 9611, IN DUPAGE COUNTY, ILLINOIS. ALSO;

PARCEL 2: TRACT OF LAND 10 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING THE WEST 50 FEET OF THE EAST 160 FEET (AS MEASURED ON THE SOUTH LINE) OF THAT PART OF BLOCK 10, LYING WEST OF THE WEST LINE OF OAK STREET OF ALFRED WALKER'S ADDITION TO HINSDALE, AFORESAID, AND NORTH OF CHICAGO AVENUE (AS NOW LOCATED) BEING PART OF THE SAME TRACT PURPORTED TO HAVE BEEN VACATED BY ORDINANCE PASSED AND APPROVED BY THE PRESIDENT AND BOARDS OF TRUSTEES OF THE VILLAGE OF HINSDALE, JULY 3, 1888 AND RECORDED JULY 19, 1888 AS DOCUMENT 39591, IN DUPAGE COUNTY, ILLINOIS. ALSO;

PARCEL 3: THE WEST 50 FEET OF THE EAST 110 FEET OF THAT PART OF BLOCK 10 (LYING WEST OF OAK STREET) AND OF A TRACT OF LAND 10 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF AND ADJOINING SAID PART OF BLOCK 10 OF WALKER'S ADDITION TO THE TOWN OF HINSDALE,

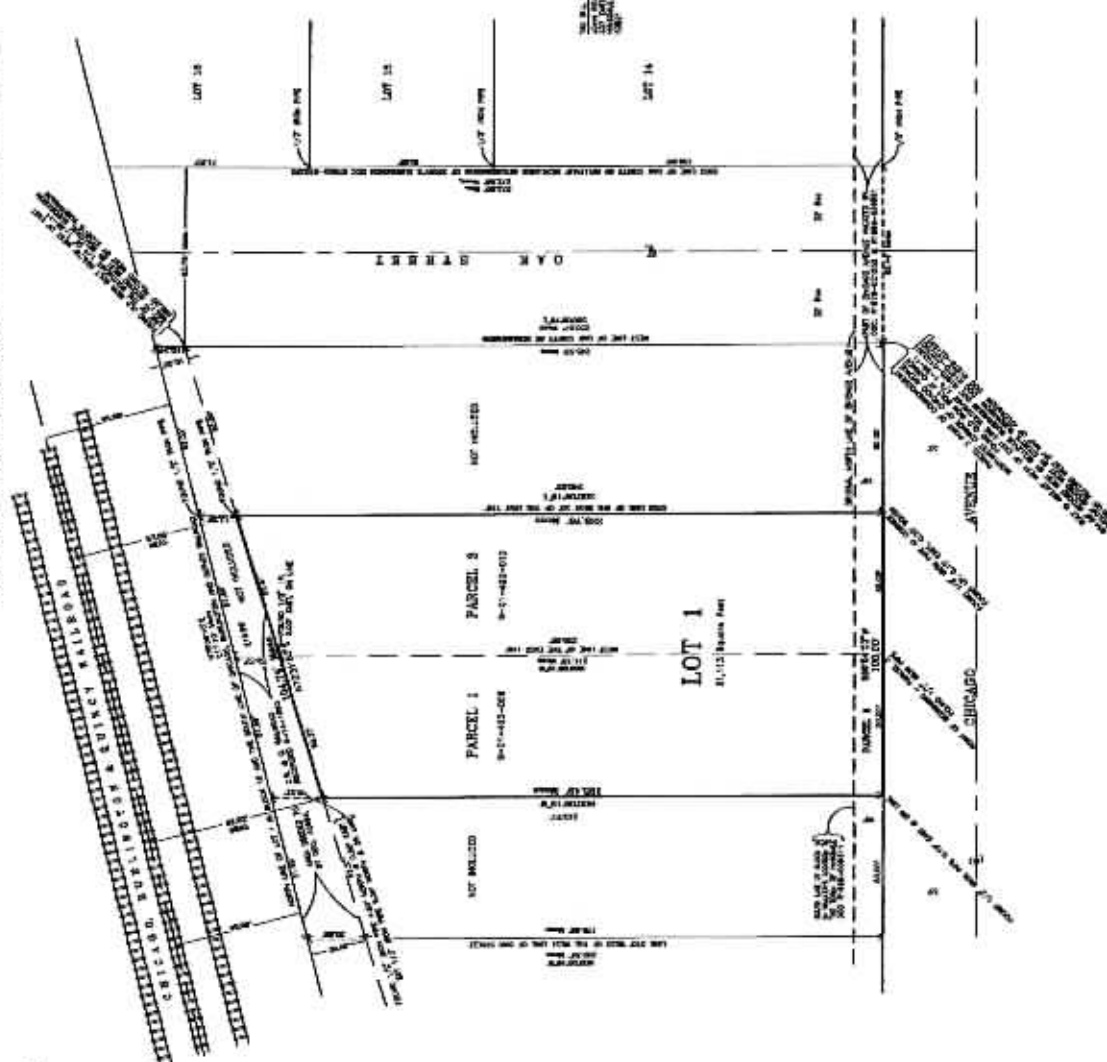
BEING THAT PORTION OF SAID BLOCK 10 AND SAID 10 FOOT TRACT, BOUNDED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF CHICAGO AVENUE AS NOW LOCATED AND OAK STREET IN SAID VILLAGE OF HINSDALE; THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF CHICAGO AVENUE AS NOW LOCATED 110 FEET FOR A PLACE OF BEGINNING; THENCE RUNNING NORTH PARALLEL WITH THE WEST LINE OF OAK STREET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID RIGHT OF WAY TO A POINT LOCATED 60 FEET WEST OF THE WEST LINE OF OAK STREET (MEASURED AT RIGHT ANGLES WITH TO WEST LINE OF OAK STREET); THENCE SOUTH PARALLEL WITH THE WEST LINE OF OAK STREET TO THE NORTH LINE OF CHICAGO AVENUE AS NOW LOCATED; THENCE WEST 50 FEET TO THE PLACE OF BEGINNING; SAID BLOCK 10 BEING SITUATED UPON AND A PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-01-420-009  
09-01-420-010

RUSSELL W. SCHONG, PLS. # 035-002446  
WILLIAM K. SCHONG  
SC-OMIC-SURVEY@SBCGLOBAL.NET

BOOKING LAND SURVYORS, LTD.  
PLAT OF:  
**ROXAS CONSOLIDATION**

THIS PLAT OF LAND, TOGETHER WITH THE SURVEY, IS A PART OF THE SURVEY OF THE LANDS OF THE STATE OF ILLINOIS, AND IS SUBJECT TO THE SAME. THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF ILLINOIS, AND THE SURVEY IS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF ILLINOIS.



**PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE**  
I, the President of the Board of Trustees of the Roxas Consolidation, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Board of Trustees of the Roxas Consolidation, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Board of Trustees of the Roxas Consolidation.

**VILLAGE ENGINEER'S CERTIFICATE**  
I, the Village Engineer of the Village of Chicago, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Village Engineer of the Village of Chicago, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Village Engineer of the Village of Chicago.

**COUNTY CLERK CERTIFICATE**  
I, the County Clerk of Cook County, Illinois, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the County Clerk of Cook County, Illinois, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the County Clerk of Cook County, Illinois.

**DU PAGE COUNTY RECORDER**  
I, the Du Page County Recorder, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Du Page County Recorder, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Du Page County Recorder.

**SURFACE DRAINAGE CERTIFICATE**  
I, the Surface Drainage Engineer, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Surface Drainage Engineer, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Surface Drainage Engineer.

**OWNERS CERTIFICATE**  
I, the Owners of the Roxas Consolidation, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Owners of the Roxas Consolidation, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Owners of the Roxas Consolidation.

**WHEREAS NOTARY CERTIFICATE**  
I, the Notary Public, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Notary Public, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Notary Public.

909 EAST 31st STREET  
LA GRANGE PARK, ILLINOIS 60526  
OFFICE (708) 352-1432  
FAX (708) 352-1434  
SC-OMIC-SURVEY@SBCGLOBAL.NET

**SURVYORS CERTIFICATE**

I, the Surveyors, do hereby certify that the above is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Surveyors, and that the same is a true and correct copy of the original plat of the Roxas Consolidation, as the same appears on the records of the Surveyors.

EXHIBIT "B"

DATE: April 12, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> EPS Agenda	<b>DEPARTMENT</b> Community Development
<b>ITEM</b> Contract Change Order #4 John Burns Construction Company Veeck Park Wet Weather Facility	<b>APPROVAL</b> Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 4. The Veeck Park Construction Contract Supplemental Conditions, Section 14.02.A.3.a. states

“An amount will be retained on each payment in accordance with the following schedule:

- i. Ten (10) percent until Final Acceptance by OWNER.”

John Burns Construction Company is requesting that the Retainage is reduced from ten (10) percent to five (5) percent. Delays in the project have caused a financial burden upon the sub-contractors and the general contractor, John Burns Construction. This has especially impacted the sub-contractors who completed their assigned tasks early in the project (in 2009). John Burns Construction is also cooperating with the Village to hold their pricing on the Third & Princeton portion of the project until June 2010 to allow for the IEPA permit review and approval. Clark Dietz, our engineering consultant, has confirmed that the five (5) percent retainage is sufficient to cover any remaining construction and/or punch list costs.

**MOTION: To Approve a Resolution for the Veeck Park Wet Weather Facility Contract Change Order Number 4 to Change the Retainage for the Construction Completed To Date of the Veeck Park Portion of the Contract from Ten (10) Percent to Five (5) Percent on the Condition that John Burns Construction Company Will Maintain Their Contract Prices for the Third & Princeton Project Through the End of November 2010. Further, the Village Will Retain Ten (10) Percent of Each Payment for the Third & Princeton Construction.**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
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**COMMITTEE ACTION:** On April 12, 2010, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

**BOARD ACTION:**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING CERTAIN  
CONTRACT CHANGE ORDER**

**WHEREAS**, the Village of Hinsdale (the "Village") and John Burns Construction Company ("John Burns") has entered into that certain Contract (the "Contract") providing for the construction of the Veeck Park Wet Weather Facility; and

**WHEREAS**, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

**Section 1. Recital.** The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2. Approval of Change Order.** The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

**Section 3. Final Determination.** This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

**Section 4. Execution of Change Order.** The Village Manager is authorized to execute the Change Order on behalf of the Village.

**Section 5. Effective Date.** This resolution shall be in full force and effective from and after its passage and approval.

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**Exhibit A**  
**VILLAGE OF HINSDALE**  
**CHANGE ORDER**

Project: Wet Weather Facility  
Location: Veeck Park  
Contractor: John Brown Construction Company

Change Order No.4  
Contract No. - N/A  
Date: 04-12-2009

- I. A. Description of Changes Involved:  
Supplemental Conditions, Section 14.02.A.3.a.: Change retainage from ten (10) percent to five (5) percent.
- B. Reason for Change:  
Delays in the project have extended the project duration causing a financial burden upon the general contractor and sub-contractors.
- C. Revision in Contract Price: None.

II. Adjustments in Contract Price:

1.	Original Contract Price	\$4,240,000.00
2.	Net (addition) ( <del>reduction</del> ) due to all previous Change Orders Nos. <u>1 - 3</u>	\$ 72,884.71
3.	Contract Price, not including this Change Order	\$4,312,884.71
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ 0.00
5.	Contract Price including this Change Order	<u>\$4,312,884.71</u>



April 6, 2010

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

Re: Hinsdale CSO Project

Dear Dan:

Attached is a letter from John Burns Construction requesting a reduction in the project retainage from 10% to 5%.

Clark Dietz is recommending the reduction for the following reasons:

- 1) The project has reached both substantial completion, and operational completion. Final completion is anticipated on June 4, 2010.
- 2) Due to unforeseen and unanticipated conditions the original project schedule was exceeded, and this has impacted John Burns' anticipated payments and payouts.
- 3) The quality of the completed work is acceptable and only minor punchlist items remain.
- 4) John Burns has agreed to hold their prices for the 3<sup>rd</sup> and Princeton component of this project. This work will commence upon permit execution by the IEPA.
- 5) We will still be holding 5% or \$201,140.47 until final acceptance by the Village.

Please call me with any questions at 630.918.8433.

Sincerely,

Clark Dietz, Inc.

A handwritten signature in black ink, appearing to read "C. Kochan".

Chester Kochan, P.E.  
Project Manager



**john burns**  
construction company



17601 SOUTHWEST HIGHWAY  
ORLAND PARK, ILLINOIS 60467  
(708) 326-3500 FAX (708) 326-3599

March 16, 2010

File # 37


Mr. Chester Kochan, P.E.  
Clark Dietz Engineers  
118 S. Clinton Street, Suite 600  
Chicago, IL 60661

RE: Village of Hinsdale – CSO Design Project

Gentlemen,

This letter is being written to formally request a retention reduction for the above referenced project. As of February 26, 2010, operational completion has been obtained. Due to delays unforeseen by John Burns Construction, final completion cannot be obtained until June 2010. The remaining items to complete are construction of the access road, site restoration and the work at 3<sup>rd</sup> & Princeton. The above items have an approximate value of \$150,000 with the current retention being held at over \$400,000. Therefore, John Burns Construction is formally requesting a reduction of retention from 10% to 5% on the next payment application.

Sincerely,

  
Kevin Fangerow  
Project Manager

cc: David Cook, Village of Hinsdale  
Dan Deeter, Village of Hinsdale  
Shawon Carlstrom, Clark Dietz Engineers  
File/field

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT</b> PUBLIC SERVICES
<b>ITEM</b> Resolution for Construction on State highways	<b>APPROVAL</b>

The Public Services Department has received correspondence from the Illinois Department of Transportation regarding work on state maintained roadways or right of ways. Per Chapter 121 of the revised statutes, any person, firm, or corporation desiring to do work on state maintained roads must first obtain a written permit from IDOT. IDOT also is expecting cooperation in withholding the issuance of building permits along State highways until a State highway permit has been obtained. A surety bond is also required to insure proper restoration. Municipalities are able to adopt a two-year resolution, providing work is performed by municipal employees, which will be acceptable in lieu of the surety bond.

A copy of the resolution for construction on state highway is included, and if Committee concurs, the following motion would be appropriate:

**Motion: To Recommend to the Board of Trustees Approval of a resolution for construction on State Highway.**

**STAFF APPROVALS**

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

At its April 12<sup>th</sup> meeting, the EPS Committee moved to recommend approval of the above motion.

**BOARD ACTION:**

## **VILLAGE OF HINSDALE**

**Resolution No. \_\_\_\_\_**

### **A Resolution for Construction on State Highway**

WHEREAS, the Village of Hinsdale, hereinafter referred to as MUNICIPALITY, located in the Counties of DuPage & Cook, State of Illinois, desires to undertake, in the years 2010 and 2011, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, Be It Resolved By the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to

person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2010

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Tom Cauley  
Village President

ATTEST:

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



# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

## PERMITS

### Resolution for Construction on State Highway

March 13, 2010

Mr. Tom Cauley  
Village President  
Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521

Dear Mr. Cauley:

Chapter 121 of the Illinois revised statutes requires that any person, firm or corporation desiring to do work on state maintained rights of way must first obtain a written permit from the Illinois department of transportation. This includes any emergency work on broken watermains or sewers.

A surety bond is required with each permit application to insure that all work is completed in accordance with state specifications and that the right of way is properly restored.

For permit work to be performed by employees of a municipality a resolution is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming with the normal bonding requirements nor from obtaining permits.

The resolution should be enacted for a period of two years. This procedure will save time and effort as well as reduce the annual paperwork associated with an annual resolution.

In order to expedite the issuance of permits to your municipality during the next two calendar years the attached sample resolution should be adopted and a signed and certified copy thereof returned to this office. This resolution does not constitute a blanket permit for work in the State system. A separate application must be made in each instance. In the case of an emergency, verbal authority may be given prior to receipt of the written application. After normal working hours or weekends, this authority can be obtained from our Communications Center at (847)705-4612.

March 13, 2010

Page two

We would appreciate the cooperation of your community in withholding the issuance of building permits along State highways until the builder shows evidence of a State highway permit having been obtained. Our permit staff would be willing to answer any questions you may have regarding current policies or practices and to work with your planning commission on any new developments within your municipality.

Do not hesitate to contact Ms. Beverly Hawley, Office Coordinator at (847) 705-4142.

Very truly yours,

Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

A handwritten signature in cursive script, reading "Thomas Gallenbach" followed by a small superscript "P.E.". The ink is dark and the signature is fluid.

By:  
Thomas G. Gallenbach, P.E.  
Acting Traffic Permits Engineer

## RESOLUTION

Whereas, the \_\_\_\_\_, hereinafter referred to as MUNICIPALITY, located in the County of \_\_\_\_\_, State of Illinois, desires to undertake, in the years 20\_\_ and 20\_\_, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

Whereas, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

NOW, THEREFORE, be it resolved by the MUNICIPALITY:

FIRST: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which it to be performed under the provision of said permit.

SECOND: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

I, \_\_\_\_\_, hereby certify the

above to be true copy of the resolution passed by the

MUNICIPALITY. Dated this \_\_\_\_\_ day

of \_\_\_\_\_ A.D. \_\_\_\_

Corporate Seal


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

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT PUBLIC SERVICES</b>			
<b>ITEM</b> Sewer Cleaning, Televising, and Root Cutting	<b>APPROVAL</b>			
<p>There is \$50,000 budgeted in the Water &amp; Sewer Department operations and maintenance fund to contract sewer cleaning, televising, and root cutting within the Village. Staff received 6 bids on March 26, 2010 for this service. The low bidder was American Underground, Inc. with a contract bid of \$37,400.00. This company has worked for the Village in past years with favorable results. A bid comparison is attached.</p> <p>Public Services staff would like to recommend to Committee the award of bid #1467 for the services of sewer cleaning, televising, and root cutting to American Underground, Inc. in the amount of \$37,400.00, and if Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To award bid #1467 to American Underground, Inc. in the contract price of \$37,400.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<p><b>COMMITTEE ACTION:</b></p> <p>At its April 12<sup>th</sup> meeting, the EPS Committee moved to recommend approval of the above motion.</p>				
<p><b>BOARD ACTION:</b></p>				



**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT PUBLIC SERVICES</b>			
<b>ITEM</b> Annual Leak Detection Survey	<b>APPROVAL</b>			
<p>The Public Services Department received three bids for the annual leak detection survey to be conducted on the Village's water distribution system. Currently there is \$13,6000.00 budgeted for this service. Associated Technical Services who has done work in the Village in previous years was the low bidder for this service with a contract bid of \$12,660.00.</p> <p>Public Services staff would like to recommend to Committee that Associated Technical Services be awarded bid #1468 for leak detection services, and if the Committee concurs the following motion would be appropriate:</p> <p><b>MOTION: To recommend to the Board of Trustees to award bid #1468 for the annual leak detection survey be awarded to Associated Technical Services in the amount of \$12,660.00.</b></p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<p><b>COMMITTEE ACTION:</b></p> <p>At its April 12<sup>th</sup> meeting, the EPS Committee moved to recommend approval of the above motion.</p>				
<p><b>BOARD ACTION:</b></p>				

PROJECT NUMBER: 1458  
 PROJECT NAME: ANNUAL LEAK DETECTION SURVEY  
 DATE: March 26, 2010  
 BUDGET: Budget Amount \$13600

Name:	2009 price	M E Simpson Co., Inc. PO Box 1995 Valparaiso, IN 46384-1995	Wachs Water Services 801 Ashbury Drive Buffalo Grove, IL 60089	Assoc. Technical Services 524 W St Charles Rd. Villa Park, IL 60181
	Address:	\$1,360 check	10% bond	\$1,266.00 check

Bid Security:

Item No.	Description	Unit	Qty Est	2009 price		M E Simpson Co., Inc.		Wachs Water Services		Assoc. Technical Services	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	leak detection	LF	422,000	0.0322	13600.00	0.0322	13600.00	0.0500	21100.00	0.0300	12660.00
2	mobilization	LS	1	0.000	0.00	0.00	0.00	0.000	0.00	0.00	0.00
Extended Totals					13600.00		13600.00		21100.00		12660.00

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT PUBLIC SERVICES</b>
<b>ITEM</b> Elm Tree Inoculation Contract	<b>APPROVAL</b>

There is \$140,000.00 budgeted in the Tree Preservation maintenance fund to contract Elm Tree Inoculations within the Village. Staff received 4 bids on March 25, 2010 for this service. There are two low bidders; Landscape Concepts Management and Nels Johnson Tree Experts, with a comparative bid of \$11.00 per diameter inch. Both companies have completed contractual services for the Village in past with favorable results. A bid comparison is attached.

After meeting with representatives from both companies and discussing various concerns, staff would like to recommend to Committee the award of bid #1469 to both companies. Staff believes both companies have provided excellent services to residents and should have the opportunity to continue to do so. Staff would split the trees to be inoculated between the two companies as fair as possible, and both companies have agreed. If Committee concurs with this recommendation, the following motion would be appropriate:

**MOTION: To award bid #1469, Elm Tree Inoculation, to be split between Landscape Concepts Management and Nels Johnson Tree Experts with a comparative bid price of \$11.00 per diameter inch.**

**STAFF APPROVALS**

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

**At its April 12<sup>th</sup> meeting the Committee moved to recommend approval of the above motion.**

**BOARD ACTION:**

VILLAGE OF HINSDALE  
DEPARTMENT OF PUBLIC SERVICES  
ELM TREE FUNGICIDE INJECTIONS - 2009

BID NUMBER: 1469

PROJECT NAME: Elm Tree Fungicide

DATE: 25-Mar-10

BUDGET:

Item No.	Description	Unit	Qty Est	2009 bid			Landscape Concepts Mgt 31745 N Alleghany Grayslake IL 60030 10% bond	Nels J Johnson Tree Experts 912 Plumer Ave Evanston IL 60202 10% bond	Winkler's Tree & Landscape PO Box 1154 LaGrange IL 60526 10% bond	The Care of Trees Inc 2371 Foster Ave. Wheeling IL 60090 10% bond
				Unit Price	Extended Total	Extended Total				
1	fungiciding	inch diameter	500	11.15	144,950.00		11.00	11.00	13.47	13.00
	Extended Totals	26 inches			144,950.00	143,000.00	143,000.00	143,000.00	175,110.00	169,000.00
	Injections per week				200	20		100	50-100	50

REQUEST FOR BOARD ACTION

<b>AGENDA</b> EPS Agenda <b>SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT PUBLIC SERVICES</b>
<b>ITEM</b> Street Sweeping	<b>APPROVAL</b>

There is \$36,000.00 budgeted in Roadway Services to contract street sweeping within the Village. Staff received 3 bids on March 25, 2010 for this service, which is a three year contract. The low bidder was Dejana Industries, Inc. with a bid comparison price of :

- \$49,201.00 for year 1.
- \$50,673.00 for year 2.
- \$52,194.00 for year 3.

This company has not worked for the Village, however references have been favorable. A bid comparison is attached.

Public Services staff would like to recommend to Committee the award of bid #1470 for the services of street sweeping services to Dejana Industries, Inc. per bid unit pricing, and if Committee concurs the following motion would be appropriate:

**MOTION: To award bid #1470 to Dejana Industries, Inc. per the bid unit pricing for year 1 of:**

Straight Line Sweeping \$74.83 per hour  
Town Sweep circuit \$5,893.00 per circuit  
CBD Sweeping \$74.83 per hour

**STAFF APPROVALS**

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

At the April 12<sup>th</sup> EPS meeting, the Committee moved to recommend approval of the above motion.

**BOARD ACTION:**

PROJECT NUMBER: 1470

PROJECT NAME: Street Sweeping

DATE: 25-Mar-10

BUDGET: \$55,000

ACCOUNT: 22027301

Name:  
Address:

Bid Security:

Illinois Central Sweeping 2739 W. 139th St. Blue Island IL 60806	Dejana Industries, Inc 2130 Oxford Rd. Des Plaines, IL 60018	Elgin Sweeping Services 1015 W. Pershing Road Chicago, IL 60699
10% bond	10% Bond	10% Bond

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
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YEAR 1

1	Street sweeping, straight line, Special events	HRS	300	79.00	23,700.00	74.83	22,449.00	100.00	30,000.00
2	Street sweeping, Town Sweep	Per circuit	2	6225.00	12,450.00	5883.00	11,786.00	6400.00	12,800.00
3	Street sweeping, Central Business District	hours	200	92.00	18,400.00	74.83	14,966.00	100.00	20,000.00
EXTENDED TOTAL					54,550.00		49,201.00		62,800.00


1	Street sweeping, straight line, Special events	HRS	300	79.00	23,700.00	77.07	23,121.00	102.00	30,600.00
2	Street sweeping, Town Sweep	Per circuit	2	6380.00	12,760.00	6069.00	12,138.00	6528.00	13,056.00
3	Street sweeping, Central Business District	HRS	200	92.00	18,400.00	77.07	15,414.00	102.00	20,400.00
EXTENDED TOTAL					54,860.00		50,673.00		64,056.00

1	Street sweeping, straight line, Special events	HRS	300	79.00	23,700.00	79.38	23,814.00	104.00	31,200.00
2	Street sweeping, Town Sweep	Per circuit	2	6507.00	13,014.00	6252.00	12,504.00	6558.00	13,116.00
3	Street sweeping, Central Business District	HRS	200	92.00	18,400.00	79.38	15,876.00	104.00	20,800.00
EXTENDED TOTAL					55,114.00		52,194.00		65,116.00

THREE YEAR EXTENDED TOTAL

164,524.00	152,068.00	192,172.00
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## MEMORANDUM

**Date:** April 16, 2010  
**To:** President and Board of Trustees  
**From:** Chris Bruton, Deputy Clerk   
**RE:** Village Board Agenda for April 20, 2010

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Please note that a copy of all materials listed under the Consent Agenda from the Zoning & Public Safety Committee can be found in the ZPS packet for the meeting held on April 20th.

Thank you.

cc: Village Attorney  
Department Heads

<b>AGENDA SECTION</b>	ACA	<b>ORIGINATING DEPARTMENT</b>	Finance
<b>ITEM</b>	Accounts Payable	<b>APPROVED</b> Darrell Langlois Assistant Village Manager/Director of Finance	
<p>At the meeting of April 20, 2010 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 April 2, 2010 through April 16, 2010 in the aggregate amount of 534,879.36 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>			
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>			
<b>BOARD ACTION:</b>			

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1479

FOR PERIOD April 2, 2010 through April 16, 2010

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$534,879.36 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 4/15/10  
ASSISTANT VILLAGE MANAGER/DIRECTOR OF FINANCE

APPROVED BY  DATE 4/16/10  
VILLAGE MANAGER

APPROVED BY  DATE 4/16/2010  
VILLAGE TREASURER

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

**Village of Hinsdale  
Warrant # 1479  
Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>Pension Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
Corporate Fund	10000	93,527.05	-	-	93,527.05
Motor Fuel Tax Fund	23000	3,174.44	-	-	3,174.44
Water & Sewer Operations	61061	123,247.70	-	-	123,247.70
Police Pension Fund	71100	-	60,561.83	-	60,561.83
Firefighter's Pension Fund	71200	-	57,987.01	-	57,987.01
Escrow Funds	72100	13,600.00	-	-	13,600.00
Payroll Revolving Fund	79000	8,682.89	-	174,098.44	182,781.33
<b>Total</b>		<b>242,232.08</b>	<b>118,548.84</b>	<b>174,098.44</b>	<b>534,879.36</b>

ACCOUNT #1301751			
50621	PHONE SEARCHES	130175120100331	151.50
	CHECK NO.	82186	151.50
ACS FIREHOUSE SOLUTIONS			
50638	SOFTWARE SUPPORT	519229	1185.00
	CHECK NO.	82187	1185.00
ADVANTAGE CHEVROLET			
50502	PIPE	223225	166.93
	CHECK NO.	82188	166.93
AMERICAN MESSAGING			
50500	PAGERS	W1153710KD	449.52
	CHECK NO.	82189	449.52
BANNERVILLE USA			
50615	SUMMER REGISTRATION	11419	117.00
	CHECK NO.	82190	117.00
BASIC CHEMICAL SOLUTIONS			
50457	SODIUM	S15711415	743.68
50504	SODIUM	S15711953	745.94
	CHECK NO.	82191	1489.62
BATTERIES PLUS			
50458	AKALINE	288-173838	475.20
	CHECK NO.	82192	475.20
BJORSON, KRISTEN			
50471	CONT BD/544 THE LANE	18527	250.00
	CHECK NO.	82193	250.00
BRETT EQUIPMENT			
50501	MODULE	184288	47.78
	CHECK NO.	82194	47.78
BUEHLER, COLLEEN			
50484	STICKER REPOND	3618	15.00
	CHECK NO.	82195	15.00
CASE LOTS INC			
50459	PAPER GOODS	022280	219.50
	CHECK NO.	82196	219.50
CDW-GOVERNMENT INC.			
50486	TONER	SDL3983	149.21

CDW-GOVERNMENT INC.				
50643	GOAL NETS	SHP4643		107.90
50648	TOMER	SDT14618		149.21
		CHECK NO.	82197.	105.12
CHA SCIENCE CHURCH				
50551	KLM REFUND	EN100314/19152		200.00
		CHECK NO.	82198	200.00
CINTAS				
50497	RUGS TOWELS ETC	769400396		242.81
50552	RUGS TOWELS ETC	769403964		161.31
		CHECK NO.	82199	404.12
CIT TECHNOLOGY FIN SERV IN				
50450	SECURITY LEASE	16542342		329.12
		CHECK NO.	82200	329.12
CLARENDON HILLS PARK DIST				
50617	COOP PROGRAMS *REIMB EXP* 4400			44.00
		CHECK NO.	82201	44.00
COMCAST				
50557	VOM CABLE	0201640-04/10		160.00
50558	WF/PW CABLE	0201723-04/10		99.95
50559	KLM LODGE	0201715-04/10		95.00
50560	PD/PD CABLE	0201699-04/10		160.00
		CHECK NO.	82202	514.95
COMED				
50470	ROBBINS PARK	8521063007-03/10		284.00
50506	314 SYMONDS	0417073048-03/10		413.49
50507	ELEANOR PARK	0075151076-03/10		474.76
50508	57TH STREET	0015093062-03/10		202.03
50509	WASHINGTON PKING LOT	2038114008-03/10		45.04
50510	TRAFFIC SIGNALS	1653148069-03/10		584.59
50547	SALT CREEK	1917116003-03/10		25.94
		CHECK NO.	82203	2029.85
COMMERCIAL COFFEE SERVICE				
50641	COFFEE SUPPLIES	101010		54.50
		CHECK NO.	82204	54.50
CONSERV FS				
50482	PK PAINT	1303961		3286.00
		CHECK NO.	82205	3286.00

COURTNEY'S SAFETY LANE				
50477	SAFETY INSPECTION	4108673	47.50	
50484	SAFETY INSPECTIONS	4108669	47.50	
		CHECK NO.	- 82206	95.00
DIRECT ADVANTAGE INC				
50444	ADVERTISING & WEB HOSTING 3931		7209.00	
		CHECK NO.	82207	7209.00
DLAND CONSTRUCTION LLC				
50625	50/50 SIDENALK PROJECT	443-3	3174.44	
		CHECK NO.	82208	3174.44
DOCU-SHRED, INC.				
50651	DOCU SHRED	22701	40.00	
		CHECK NO.	82209	40.00
DUPAGE COUNTY CHIEFS OF				
50647	LUNCHEON	58491	80.00	
		CHECK NO.	82210	80.00
DUPAGE TOPSOIL, INC.				
50503	SEMI PULV DIRT	030702	265.00	
		CHECK NO.	82211	265.00
DUPAGE WATER COMMISSION				
50548	WATER	8621	116523.17	
		CHECK NO.	82212	116523.17
EAGLE UNIFORMS INC				
50491	UNIFORMS	199973	115.35	
50536	UNIFORMS	200371	83.90	
		CHECK NO.	82213	199.25
EDWARDS & CROMWELL				
50533	CONTROL SUPPLIES	15590	425.09	
		CHECK NO.	82214	425.09
EMBASSY COFFEE SERVICE				
50449	COFFEE SUPPLIES	72937	123.50	
		CHECK NO.	82215	123.50
EMERGENCY MEDICAL PROD				
50534	ZOLL BATTERY	1263423	218.85	
50535	MEDICAL SUPPLIES	12693424	400.90	
		CHECK NO.	82216	619.75

ENVIRO-TEST/PEREZ LABORAT  
50445 LAB SERVICES

10-41675

243.00

CHECK NO. 82217

243.00

FULLERS HOME & HARDWARE  
50440 HARDWARE

45284/449995

328.18

CHECK NO. 82218

328.18

FULLERS SERVICE CENTER IN  
50611 CAR WASHES/REPAIRS  
50624 CAR WASHES

670714/67458

709.11

391044/058/053

48.00

CHECK NO. 82219

757.11

G & K SERVICES  
50498 UNIFORMS

1028414841

276.92

CHECK NO. 82220

276.92

GENES TIRE SERVICE  
50493 TIRE REPAIR

085001

43.35

CHECK NO. 82221

43.35

GIRBS, NEIL  
50645 STICKER REFUND

4743

15.00

CHECK NO. 82222

15.00

COUGH & BROTHERS  
50520 ROOF REPAIRS

2006276

2457.00

CHECK NO. 82223

2457.00

GRAINGER, INC.  
50631 MOTOR

9224682105

188.26

CHECK NO. 82224

188.26

GREYHILL BUILDERS INC  
50469 CONT BD/13 W FIRST ST

19212

1300.00

CHECK NO. 82225

1300.00

HASSETT, GINA  
50561 BUNNY BASH REIMB

57411

42.93

CHECK NO. 82226

42.93

HAWKINS, INC.  
50460 CYLINDERS

3103220

282.00

CHECK NO. 82227

282.00

HD SUPPLY WATERWORKS  
50521 METERS

1166279

936.00

RD SUPPLY WATERWORKS				
50534	WATER METERS	1190405	343.03	
	CHECK NO.	82228		1179.81
MINSOTA HIGH SCHOOL #35				
50543	KLM REFUND	EN100312/19171	250.00	
	CHECK NO.	82229		250.00
HOLLAND HARDWARE				
50474	MAP FRAME	512/511	25.18	
	CHECK NO.	82230		25.18
HOLLAND, J				
50473	REISSUE CK#82071	17663/723 S LINC	250.00	
	CHECK NO.	82231		250.00
HR BLUEPRINT				
50613	PRINTING SUPPLIES	77288/98/495/686	345.68	
	CHECK NO.	82232		345.68
IRM				
50553	MAINTENANCE FEE	4019363	645.00	
	CHECK NO.	82233		645.00
ICE MOUNTAIN WATER				
50614	SPRING WATER	00C0120706023	32.18	
	CHECK NO.	82234		32.18
ILLINOIS SHOTOKAN KARATE				
50447	INSTRUCTION *REIMB EXP*	444	3750.40	
50616	*REIMB EXP* INSTRUCTION	540	3691.20	
	CHECK NO.	82235		7441.60
IMPACT OFFICE PRODUCTS				
50627	OFFICE SUPPLIES	1681755	10.63	
50628	OFFICE SUPPLIES	1678053	102.48	
50629	OFFICE SUPPLIES	1591163	12.04	
	CHECK NO.	82236		125.20
IMRIE, GORDON				
50554	WATER BILL REFUND	53955902	432.20	
	CHECK NO.	82237		432.20
INDUSTRIAL ELECTRIC				
50492	WATER PLANT	183033	37.44	
	CHECK NO.	82238		37.44

INSTITUTE IN BASIC LIFE					
50134	TREE BROCHURE	30130121		200.00	
		CHECK NO.	82239		200.00
INTERNATIONAL EXTERMINATO					
50480	MICE TREATMENT	58128		163.00	
50495	EXTERMINATING FEES	41157357		202.00	
		CHECK NO.	82240		375.00
ITOA					
50630	TACTIC CLASS	9830/9833		100.00	
		CHECK NO.	82241		100.00
J & L ELECTRONICS SERVICE					
50620	CALL BOX	83399E		2662.00	
		CHECK NO.	82242		2662.00
JOHN DEERE LANDSCAPES					
50612	DRIVE ROTOR	53945731		10.81	
		CHECK NO.	82243		10.81
JULIE INC					
50537	UTILITY LOCATE	03100721		286.25	
		CHECK NO.	82244		286.25
KELLER, BARR					
50549	KIM REFUND	EN100328/19058		425.00	
		CHECK NO.	82245		425.00
KNAUL, TIFFANY					
50470	CONT BD/27 S ADAMS	19244		5000.00	
		CHECK NO.	82246		5000.00
KRAMER FOODS					
50490	BLOG MEETING	03200652		16.58	
		CHECK NO.	82247		16.58
KROESCHELL ENGINEERING CO					
50443	HVAC SERVICE	36291		512.00	
50539	KLM CLEAN/INSPECTION	36290		512.00	
		CHECK NO.	82248		1024.00
LANDSCAPE CONSULTANTS					
50640	CONT BD/560 W LINCOLN	19131		500.00	
		CHECK NO.	82249		500.00
LEAHY, TIM					

LEAHY, TIM	EN100320/19179	509.00	
50540 KLM REFUND	CHECK NO. 82252		500.00
LISLE WOODRIDGE FIRE DIST			
50461 BRAKE REPAIRS	10011	455.15	
	CHECK NO. 82251		455.15
MARAS DIV 10 TRAINING			
50562 KNOX BOX	032010-05	251.85	
	CHECK NO. 82252		251.85
MANUFACTURER SUPPLY CO			
50483 SWIVEL	23323	81.20	
	CHECK NO. 82253		81.20
MESSINA, JOE			
50542 KLM REFUND	EN100313/19181	500.00	
	CHECK NO. 82254		500.00
MICHAEL TODD & CO INC			
50441 WEAR PLATES	120784	353.66	
	CHECK NO. 82255		353.66
MICRO CENTER A/R			
50649 SUPPLIES	2249261	229.97	
	CHECK NO. 82256		229.97
MIKEL, SANDY			
50556 REIMB EXCELL TESTS	57396	200.00	
	CHECK NO. 82257		200.00
MINER ELECTRONICS			
50454 MISC SUPPLIES	234617	1033.47	
50622 SQUAD REPAIRS	234853	285.00	
	CHECK NO. 82258		1318.47
MOTIVE PARTS CO - FMP			
50439 AUTO PARTS	140575	254.72	
	CHECK NO. 82259		254.72
MOTIVE PARTS CO FMP			
50468 AUTO PARTS	143161/143977	904.41	
	CHECK NO. 82260		904.41
MURPHY, KATHERINE			
50544 KLM REFUND	EN100311/19062	500.00	

MURPHY, KATHERINE	CHECK NO.	82251	500.00	
NAPA AUTO PARTS	107870/04/030/38		258.12	
50623 AUTO PARTS	CHECK NO.	82262	258.12	
NATIONAL ENGRAVERS	8000		470.00	
50619 AWARD PLAQUES	CHECK NO.	82263	470.00	
NATIONAL SEED	515103SI		150.00	
50439 SEED	CHECK NO.	82264	150.00	
NATIONAL TRUST FOR	58508		115.00	
50511 ANNUAL HISTORIC RENEWAL	CHECK NO.	82265	115.00	
NICOR GAS	1327011000-03/10		368.13	
50625 350 VINE	CHECK NO.	82266	368.13	
NORMANDY BUILDERS	17557		2800.00	
50472 CONT BD/320 N QUINCY	CHECK NO.	82267	2800.00	
P & G KEENE	164502		325.00	
50451 SHAFT MOTOR	CHECK NO.	82268	325.00	
PATULA, ED	078846		15.00	
50481 STICKER REFUND	CHECK NO.	82269	15.00	
PIECZYNSKI, LINDA	4782		1238.00	
50485 VILLAGE PROSECUTOR	CHECK NO.	82270	1238.00	
PORTABLE JOHN	A160594		60.00	
50496 PORTABLES	CHECK NO.	82271	60.00	
PRAXAIR DISTRIBUTION, INC	36014804		15.43	
50456 CYLINDER	CHECK NO.	82272	15.43	

PRO SAFETY INC				
50445 FLASH LIGHTS	1/944190		43.20	
	CHECK NO.	82273		43.29
PRO TAC POLICE & FIRE				
50612 UNIFORMS	B02393		270.87	
	CHECK NO.	82274		270.67
QUARRY MATERIALS, INC.				
50633 COLD MIX	37963		403.76	
	CHECK NO.	82275		403.76
QUEEN CITY LACROSSE				
50644 GOAL NETS	1120018605		220.00	
	CHECK NO.	82276		220.00
R P ENTERPRISES				
50639 CONT BD/733 JEFFERSON	19264		500.00	
	CHECK NO.	82277		500.00
RELIABLE FIRE EQUIPMENT C				
50453 FIRE EXT	533876		95.65	
50462 FIRE EXT SERVICE	534040		38.79	
	CHECK NO.	82278		134.44
RIORDAN SIGNATURE HOMES				
50473 SITE MNGR/719 S BRUNER	17977		3000.00	
	CHECK NO.	82279		3000.00
SAMS CLUB				
50505 VENDING MACHINE	3977		59.90	
	CHECK NO.	82280		59.90
SELEKY, STEVE				
50555 PERMIT REFUND	023		138.00	
	CHECK NO.	82281		138.00
SERVICE FORMS & GRAPHICS				
50463 SEAN BUSINESS CARDS	131820		42.24	
	CHECK NO.	82282		42.24
SKOKMA, NICK				
50538 TENNIS COURTS CUSTODIAL	1600		1600.00	
	CHECK NO.	82283		1600.00
SOPEL, BRENT				
50650 CLASS REFUND	86199		200.00	

SOPEL, BRENT	CHECK NO.	82284	200.00	
SPORTSFIELD INC				
50448 DURA PLAY	201072		815.00	
	CHECK NO.	82285		815.00
SUBURBAN DOOR CHECK				
50545 PARTS/LOCK	396413		4.25	
50546 DEAD BOLT	396500		113.45	
	CHECK NO.	82286		117.70
SURE FIRE				
50475 CONNECTOR	148171		27.69	
	CHECK NO.	82287		27.69
TEES PLUS				
50464 DARE SUPPLIES	321256		376.92	
	CHECK NO.	82288		376.92
TEXOR PETROLEUM CO INC				
50462 FUEL	285622		15500.69	
	CHECK NO.	82289		15500.69
THE MINDALEAN				
50441 WHO WHAT WEAR AD	7243/98/7350/92		900.00	
	CHECK NO.	82290		900.00
THIRD MILLENIUM				
50635 UTILITY BILLING	12486		1035.43	
	CHECK NO.	82291		1035.43
TOMITA, DAVE				
50550 KLM REFUND	EN103327/19191		200.00	
	CHECK NO.	82292		200.00
TPI BLDG CODE CONSULTANT				
50618 BLDG INSPECTION	4497		1735.00	
	CHECK NO.	82293		1735.00
TRAFFIC CONTROL & PROTECT				
50636 SIGNS	65164		354.82	
	CHECK NO.	82294		354.82
TRANE				
50646 COIL CLEANER	3837625R1		45.50	
	CHECK NO.	82295		45.50

U S GAS	153454	21.00	
50487 GASKETS	CHECK NO. 82296		21.00
UNIVERSITY OF ILL-GAR			
50465 CLASS	UPINJ128	600.00	
	CHECK NO. 82297		600.00
UPS STORE #3276			
50476 UPS CHARGES	8686	31.10	
	CHECK NO. 82298		31.10
VERIZON WIRELESS			
50489 PD MODEMS	2380528162	645.15	
	CHECK NO. 82299		645.15
W S DARLEY & CO			
50455 BOOTS	858655	597.00	
	CHECK NO. 82300		597.00
WODKA, MARK			
50642 REIMBURSEMENT	58497	83.64	
	CHECK NO. 82301		83.64
XEROX CORPORATION			
50467 MAINTENANCE	047008174	983.99	
	CHECK NO. 82302		983.99
AFLAC-FLEXONE			
50669 AFLAC OTHER	0416100000000000	405.67	
50670 AFLAC OTHER	0416100000000000	310.78	
50671 AFLAC SLAC	0416100000000000	271.20	
	CHECK NO. 82303		987.65
CH & A MENS AUX			
50659 KLM REPUND	EN100319/19168	500.00	
	CHECK NO. 82304		500.00
CHICAGOLAND POOL			
50656 DEPOSIT BALANCE DUE	82030	9720.00	
	CHECK NO. 82305		9720.00
COLONIAL LIFE & ACCIDENT			
50661 COLONIAL OTHER	0416100000000000	27.63	
50662 COLONIAL S L A C	0416100000000000	70.47	
	CHECK NO. 82306		98.10

COMCAST				
50660	MARCH/APRIL POOL	0202152-04/10	250.30	
50675	POLICE TV'S	0031716-04/10	53.00	
		CHECK NO. 82307		303.00
DANMAR				
50655	CUSTODIAL SERVICES	1241	4114.00	
		CHECK NO. 82308		4114.00
FEDERAL RESERVE BANK				
50663	SAVINGS BONDS	0416100000000000	50.00	
		CHECK NO. 82309		50.00
FUCHS & ROSELLI, LTD				
50678	03/10 LEGAL SERVICES	110913	1187.00	
		CHECK NO. 82310		1187.00
FULLERS HOME & HARDWARE				
50657	CYLINDER REFRIGERATION	98825	3775.00	
		CHECK NO. 82311		3775.00
INTERNATIONAL ECONOMIC				
50653	APP FEE	58433	110.00	
		CHECK NO. 82312		110.00
LSNB AS TRUSTEE FOR POST				
50672	PERPPD	0416100000000000	550.41	
50673	PRHP REGULAR	0416100000000000	2440.78	
		CHECK NO. 82313		2991.19
MANGANIELLO, JIM				
50652	METER READINGS	129654	1296.54	
		CHECK NO. 82314		1296.54
NATIONWIDE RETIREMENT SOL				
50664	USCM/PESSCO	0416100000000000	50.00	
50665	USCM/PESSCO	0416100000000000	1480.00	
		CHECK NO. 82315		1530.00
STATE DISBURSEMENT UNIT				
50674	CHILD SUPPORT	0416100000000000	1461.70	
		CHECK NO. 82316		1461.70
THE HINSDALEAN				
50676	LEGAL ADS	12288/12393/94/9	556.60	
		CHECK NO. 82317		556.60

U S POSTAL SERVICE  
50677 PERMIT #117

2000-04/10

2000.00

CHECK NO. 82318

2000.00

VILLAGE OF HINSDALE

50666 MEDICAL REIMBURSEMENT  
50667 MEDICAL REIMBURSEMENT  
50668 DED CARE REIMBURSEMENT

041610000000000  
041610000000000  
041610000000000

628.53  
605.50  
330.22

CHECK NO. 82318

1564.25

GRAND TOTAL

242,232.08

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**Warrant Register # 1479**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Illinois Municipal Retirement Fund 4/10/2010	Employee/Employer Contributions	March 2010 Wages	62,998.86
Electronic Federal Tax Payment Systems 4/15/2010	Village Payroll # 8-Calendar 2010	FWH	38,373.53
Electronic Federal Tax Payment Systems 4/15/2010	Village Payroll # 8-Calendar 2010	FICA/MCARE	33,324.28
Illinois Department of Revenue 4/15/2010	Village Payroll # 8-Calendar 2010	State Tax Withholding	9,452.67
DuPage Credit Union 4/15/2010	Village Payroll # 8-Calendar 2010	Employee Withholding	5,540.19
ICMA - 457 Plans 4/15/2010	Village Payroll # 8-Calendar 2010	Employee Withholding	14,044.49
HSA Plan Contribution 4/15/2010	Village Payroll # 8-Calendar 2010	Employee Withholding	2,333.33
Electronic Federal Tax Payment Systems 4/15/2010	Pension Payroll #4 - Calendar Year 2010	4/10 Final FWH	8,031.09
<b>Total Bank Wire Transfers and ACH Payments</b>			<b>174,098.44</b>
<b>Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments</b>			<b>534,879.36</b>

## REQUEST FOR BOARD ACTION

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT Community Development</b>
<b>ITEM</b> Case A-28-2009 - Applicant: Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire - Location: 333 W. 57 <sup>th</sup> Street – Hinsdale Central High School: Special Use Permit for a Wireless Antenna and Site Plan/Exterior Appearance	<b>APPROVAL</b>

The applicant Insite RE, Inc. as agent for the above referenced cell carriers, is proposing to co-locate a total of four new cellular antenna facilities (a total of 36 antennas) on the existing water tower with the associated equipment to be housed in a ground level facility, at the base of the water tower located at 333 W. 57<sup>th</sup> Street in the IB Institutional Buildings District. Subsection 7-305I states that personal wireless services antennas of this nature are special uses. The proposed antennas would be the first on the property at 333 W. 57<sup>th</sup>.

**ZONING HISTORY/CHARACTER OF AREA**

The site currently contains the Villages' water tower and is adjacent to Hinsdale Central High School's campus on three sides of the existing zoning lot. The property to the south is located in the R-3, Single-Family Residential District and contains both vacant property and single-family homes. Directly north, east and west of the subject property is Hinsdale Central High School.

**GENERAL STAFF COMMENTS**

Subsection 7-305I of the Zoning Code states that personal wireless services antennas are Special Uses in the IB Institutional Buildings District when the antennas would not otherwise be permitted pursuant to section 7-302. Paragraph 7-309B(4) of the Zoning Code states that panel antennas shall not exceed two feet horizontally and five feet vertically. The applicant has confirmed that none of the proposed antennas exceed these dimensions.

The plans submitted depict a total of 36 antennas to be located on the existing water tower, with an equipment shelter proposed at ground level on the existing zoning lot, west of the water tower. The antennas are proposed to be spaced in a manner to wrap entirely around the existing tower. The antennas will vary in height and width, depending on carrier however as stated previously, the applicant has confirmed that none of the proposed antennas will exceed the required dimensions. Staff does not believe that their would be any additional impact to historic structures within the Village as they would not be visible from any historic sites and the applicant has indicated that they will further mitigate any potential visual impacts by painting the antennas and cables to match the existing water tower. This property is not listed on the National Register of Historic Places and is not designated as a Local Landmark by the Village of Hinsdale. The antennas would be placed on the water tower in accordance with Subparagraph 7-310E3(c)(iii) which states that directional or panel antennas may not extend above the highest point of the building or structure to which they are attached or more than two feet from the exterior of any wall or roof of the building or structure to which they are attached, provided, however, that such antennas may extend up to eight feet above the highest point of any water tower to which they are attached. As depicted in the attached drawings, the proposed antennas would be located below the highest point of the existing water tower.

The Federal Telecommunications Act prohibits local governments from considering environmental effects of radio frequency emissions to the extent that such facilities comply with the FCC's regulations concerning such emissions when reviewing antenna locations. Carriers are responsible for being EMF compliant (electromagnetic field levels) with Federal regulations.

The plans submitted indicate that the proposed equipment shelter will have an overall height of 12'-6" and located on the west side of the existing water tower. Subparagraph 7-310E3(c)(iv) states that electronic equipment and equipment structures shall not exceed applicable district height regulations. Subsection 7-310A states a maximum building height of 40 feet. The applicant has also proposed additional landscaping along the southwest corner of the lot to provide a buffer for the equipment shelter from the single-family residences and 57<sup>th</sup> Street. Subparagraph 7-310E11(c) which states a setback of not less than 300 feet, pertains to antennas and antenna support structures of a tower design, which this request is not.

At the February 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Insite RE, Inc. and recommended approval (5-2, 2 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval to co-locate a total of 36 new antennas on the existing water tower, with the associated equipment housed in a ground level facility at the base of the water tower, subject to the following conditions:

1. The cell providers must use natural gas, rather than diesel, for the purpose of powering the back-up generators within the equipment shelter.
2. The applicant will provide a noise study for the proposed back-up generators to assess noise levels produced by the generators outside of the proposed equipment shelter.

#### **Review Criteria**


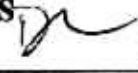
In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-602E pertaining to Standards for special use permits;
2. Subsection 11-604F pertaining to Standards for site plan disapproval; and
3. 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 findings and recommendations from the Plan Commission and the ordinance.

Should the recommendation be to approve the requested proposal, the following motion would be appropriate:

**MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Special Use Permit, Site Plans and Exterior Appearance Plans for the Installation of New Cellular Antennas and an Equipment Shelter, at the Property Located at 333 W. 57th Street."**

<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> On February 22, 2010, the Zoning and Public Safety Committee, on a 2-2 vote, moved to forward the above request to the Board of Trustees with no recommendation.				
<b>BOARD ACTION:</b>				

**Sean Gascoigne**

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**From:** Laurie Scodro [REDACTED]  
**Sent:** Wednesday, February 24, 2010 09:31 PM  
**To:** Sean Gascoigne; Village President; Village Trustees  
**Subject:** NO to any cell towers at Hinsdale Central High School

To Whom it may Concern,

I am writing because I am concerned regarding the proposed cell antenna installation that would allow four carriers to each place multiple antennas atop the water tower at Hinsdale Central High School. If installed, 2,700 Hinsdale Central students as well as the numerous teachers and staff at Central would be exposed to electromagnetic fields (EMF) and radiation frequencies (RF) from 4 cell carriers for 7 hours a day, 5 days a week. When you include after-school activities and sports, and their exposure goes up considerably.

As a parent of a present high school student and another who will attend in two years I am not at all comfortable with this exposure and would seriously investigate moving to another district. I am sure there are many parents who would feel the same and as such this tower would not only affect the children and staff who are being exposed to these radiation frequencies and electromagnetic fields but also eventually affect property values of the homes assigned Hinsdale Central as their district.

I am curious as to the change in position regarding a cell antenna. In the past it has been voted NO due to the unsafe exposure the antenna would create. Has there been new information disproving this previous belief? Are we sure this new information is accurate, if indeed this is why the village is now considering allowing multiple antennas to be installed? Why would we use our children as test subjects by installing the antennas at the high school?

Please bear in mind any information provided by the cell companies will be slanted in their favor as it is their objective to make a better profit by being able to install more towers. I truly hope that all claims are being verified by our village personnel. It has already been discovered that the site locator's statement that Lake Forest High School has installed cell antennas has been denied by Lake Forest High school officials. The companies' concerns are not with the safety and health of our community but with the profits of their companies.

03/29/2010

**As much as I would like better cell phone reception I feel the placement of the tower at the high school is too costly a price to pay. Surely there is another location that would not expose so many children on such a continuous bases which can be used for placement of the tower?**

Sincerely,  
Laura Scodro

## Sean Gascoigne

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**From:** David Cook  
**Sent:** Thursday, February 25, 2010 04:08 PM  
**To:** Robert McGinnis; Sean Gascoigne  
**Subject:** FW: Jeff Holland -- Cell Tower Proposal

fyi

David Cook  
Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521-3431  
Phone: (630) 789-7013  
Fax: (630) 789-7015  
Email: dcook@villageofhinsdale.org

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

**From:** Holland Jeffrey (mailto:jeffrey.holland@holland.com)  
**Sent:** Thursday, February 25, 2010 4:05 PM  
**To:** Village Trustees  
**Subject:** Jeff Holland -- Cell Tower Proposal

Village Trustee:

Hello, my name is Jeff Holland, and I am writing to let you know that I oppose the proposed cell tower on District 86 property for three reasons:

1. While it is presumed that cell phone towers are harmless to people of close proximity, there is no conclusive evidence that they are safe. Until enough scientific data is presented (next 10 -15 years), I believe that prudence is the best course of action which would dictate placing them at least 1000 feet away from schools.
2. I understand that one of the primary reasons the village is interested in this project is to "get better cell phone service", however, CDMA based cell phones (verizon, sprint, and us cellular) seem to work just fine within the village.
3. The contract being proposed is too long in duration (10 -20 years) and does not have an "early out" clause. The contract completely favors the wireless carriers.

Sincerely,

Jeff Holland

<http://thehollandportfolios.com/>

**Sean Gascoigne**

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**From:** David Cook  
**Sent:** Friday, February 26, 2010 06:57 AM  
**To:** Robert McGinnis  
**Cc:** Sean Gascoigne  
**Subject:** FW: Cell Phone Tower

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**From:** Vinaya Sharma [REDACTED]  
**Sent:** Thu 2/25/2010 10:38 PM  
**To:** Village Trustees  
**Subject:** Cell Phone Tower

Dear Trustees,

I live on 57th street right near the water tower with proposed cell antennae. I would like to voice my 100% support FOR allowing the antennae on top of the water tower. Cell phone coverage in that part of town is extremely poor and many times I have lost connections. I do not have a land-line and thus am reliant on my cell phone. I do not like having to go outside to keep a call (particularly in this weather).

I had gotten the impression from a local paper that the neighbourhood was concerned about the antennae. I personally have not heard of any concerns from my neighbours in several years about this and thus wanted to at least debunk the theory that everyone around the tower is against the antennae.

In the spirit of public disclosure, I am a Dist86 board member. The District stands to gain annual revenue should the antennae get installed. My opinions and support above are strictly personal and do not reflect those of the Dist86 Board. Regretably, I have school responsibilities on March 16 evening and thus can not attend your meeting to voice my support for the project.

I hope you will approve this quickly and allow for better cell coverage within the next few months on the south end of Hinsdale. It is long overdue.

Thank you for your time.  
Vinaya Sharma  
[REDACTED]

## Sean Gascoigne

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**From:** Robert McGinnis  
**Sent:** Tuesday, March 02, 2010 02:29 PM  
**To:** Sean Gascoigne  
**Subject:** FW: Cell Tower Antenna

Robert McGinnis MCP  
Building Commissioner  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521-3489  
(630) 789-7036 fax (630) 789-7016  
[rmcginnis@villageofhinsdale.org](mailto:rmcginnis@villageofhinsdale.org)

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**From:** David Cook  
**Sent:** Friday, February 26, 2010 2:51 PM  
**To:** Village Trustees  
**Cc:** Robert McGinnis  
**Subject:** FW: Cell Tower Antenna

fyi

David Cook  
Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521-3431  
Phone: (630) 789-7013  
Fax: (630) 789-7015  
Email: [dcook@villageofhinsdale.org](mailto:dcook@villageofhinsdale.org)

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**From:** Spitzer, Gregory E. [REDACTED]  
**Sent:** Friday, February 26, 2010 2:45 PM  
**To:** David Cook  
**Subject:** Cell Tower Antenna

Dave, as a resident of Hinsdale, I just wanted to express my support for completing the transaction for installation of a cellular antenna on the water tower near HCHS. In these difficult financial times, it is important to maximize our town resources and still provide the necessary services we need. This seems like a double win for Hinsdale by improving our cell phone coverage and adding revenue to the town and school district. I urge the town to get this project completed so that other matters may be addressed. Please feel free to pass this on to the Village Trustees.

Sincerely,

Gregory Spitzer  
[REDACTED]  
Hinsdale, IL 60521

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03/29/2010

## Sean Gascoigne

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**From:** Robert McGinnis  
**Sent:** Tuesday, March 02, 2010 02:29 PM  
**To:** Sean Gascoigne  
**Subject:** FW: Cell antenna project

Robert McGinnis MCP  
Building Commissioner  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, IL 60521-3489  
(630) 789-7036 fax (630) 789-7016  
rmcginnis@villageofhinsdale.org

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

**From:** David Cook  
**Sent:** Friday, February 26, 2010 4:29 PM  
**To:** Robert McGinnis  
**Subject:** Fw: Cell antenna project

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

**From:** Stephanie Rens-Domiano <[REDACTED]>  
**To:** Village Trustees  
**Cc:** Steve Domiano <[REDACTED]>  
**Sent:** Fri Feb 26 16:16:21 2010  
**Subject:** Cell antenna project

Hi,  
I live in Hinsdale south of 55th street and would like to weigh in the cell antenna project that is coming up for a vote. I completely support the project and really can't understand why it wouldn't be approved by all governing bodies, including the ZPS Board and Village Board. Our cell service is spotty at best around my home, so new antennas would greatly improve my quality of life. Why should we be any different than other areas in our village? The water tower is already an existing structure so no new structure needs to be constructed, would strengthen the signal provided to cell phones in the area, and provide money to both the village and school district. I can't see the downside. Those that live nearby have health hazard concerns, but that is not part of the discussion by law. They have already been deemed safe by the Federal government.

I both live in the vicinity and will have high school students in the building in a couple of years. I have no problem with the idea of antennas on the water tower.

I encourage you to move forward with this project and approve the antennas.

Sincerely,  
Stephanie Domiano  
[REDACTED]

Hinsdale

## **HINSDALE PLAN COMMISSION**

**RE: Case A-28-2009 - Applicant: Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire - Location: 333 W. 57<sup>th</sup> Street - Request: Special Use Permit and Exterior Appearance/Site Plan Review Approval for Installation of Cellular Antennas and Accessory Equipment.**

**DATE OF PLAN COMMISSION REVIEW: February 10, 2010**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: February 22, 2010**

### **FINDINGS AND RECOMMENDATION**

#### **I. FINDINGS**

1. Insite RE, Inc. as agent for T-Mobile, Verizon Wireless, US Cellular and Clearwire ("Applicant"), submitted an application to the Village of Hinsdale for a special use permit and exterior appearance/site plan review approval (the "Application") to allow the installation of 36 new cellular antennas on the existing water tower with the associated equipment to be housed in a ground level facility, at the base of the water tower located on the property known as 333 W. 57<sup>th</sup> Street, Hinsdale, Illinois (the "Property").
2. The Property is located within the IB, Institutional Buildings District in which cellular antennas are authorized as special uses.
3. The Applicant proposes to install a total of thirty-six cellular antennas on the lawfully existing water tank structure with a new equipment shelter on the Property.
4. The Plan Commission heard comments from the audience regarding the proposed site improvements and special use permit at the public hearing held on the Application on February 10, 2010.
5. The applicant agreed to utilize natural gas rather than diesel and also provide a noise study for the proposed back-up generators.
6. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-604F pertaining to standards for site plan disapproval and Section 11-606 of the Zoning Code governing exterior appearance review.

#### **II. RECOMMENDATION**

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for a Special Use permit to allow the installation of new antennas on the water tank at the Property, with the associated ground level equipment shelter, subject to the following conditions:

1. The applicable cell providers must use natural gas, rather than diesel, for the purpose of powering the back-up generators within the equipment shelter.
2. The Applicant shall provide a noise study for the proposed back-up generators to assess noise levels produced by the generators outside of the proposed equipment shelter.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for exterior appearance/site plan review approval for the installation of new antennas and the associated ground level equipment shelter, located on the water tank at the Property.

THE HINSDALE PLAN COMMISSION

By:   
Chairman

Dated this 12<sup>th</sup> day of March, 2010.

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT, SITE  
PLANS AND EXTERIOR APPEARANCE PLANS FOR THE  
INSTALLATION OF NEW CELLULAR ANTENNAS AND AN  
EQUIPMENT SHELTER AT THE PROPERTY  
LOCATED AT 333 WEST 57<sup>TH</sup> STREET  
(Plan Commission Case No. A-28-2009)**

WHEREAS, Insite RE, Inc., filed an application for a special use permit and site plan and exterior appearance approval (the "Application") to allow for the installation of thirty-six (36) new cellular antennas and an equipment shelter on the water tower located at the property commonly known at 333 West 57<sup>th</sup> Street, and legally described in Exhibit A, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the Subject Property is located within the IB Institutional Buildings District in which cellular antennas are authorized as special uses pursuant to Subsection 7-305I of the Village of Hinsdale Zoning Code; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010, pursuant to notice thereof properly published in the Hinsdalean on January 21, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-28-2009, incorporated herein by reference as though fully set forth; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on February 22, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits and 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 as findings of the President and Board of Trustees.

Section 2. Approval of Special Use Permit for New Cellular Antennas and an Equipment Shelter. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves a special use permit for the installation of thirty-six new cellular antennas and an equipment shelter on the lawfully existing water tower located at the property commonly known as 333 West 57<sup>th</sup> Street, and legally described in Exhibit A, subject to the conditions stated in Section 4 of this Ordinance.

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

Section 4. Conditions. The approvals granted in Sections 2 and 3 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 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 the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.

C. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development plans, including without

limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.

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.

E. Back-Up Generators. The Applicant shall utilize natural gas rather than diesel gas for the purpose of providing power to the applicable back-up generators.

Section 5. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 6. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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

ATTEST:

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

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

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

Its:

Date: \_\_\_\_\_, 2010

Z:\PLS\Village of Hinsdale\Ordinances\2010\10-xx 333 W. 57th 02-16-10.doc

## EXHIBIT A

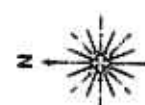
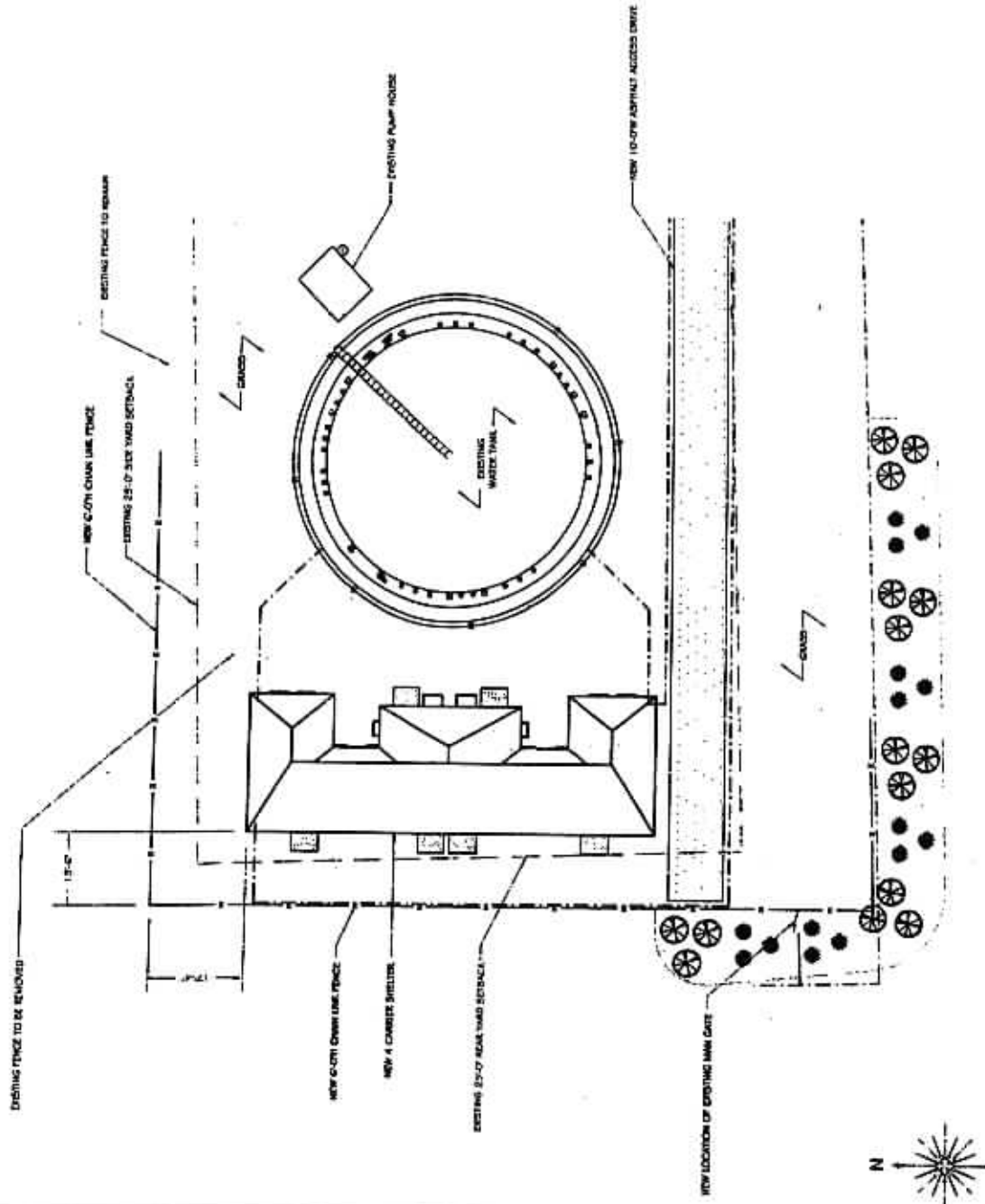
### LEGAL DESCRIPTION

THE EAST 200 FEET OF THE NORTH HALF OF LOT 4 IN BLOCK 7 OF BRANIGAR BROS. HINSDALE FARMS A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS. ALSO;

A PARCEL OF LAND FOR ACCESS AND UTILITY EASEMENT PURPOSES, BEING PART OF THE EAST 200 FEET OF THE NORTH HALF OF LOT 4, BLOCK 7 IN BRANIGAR BROS HINSDALE FARMS BEING A SUBDIVISION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER (EXCEPT THE EAST HALF OF THE NORTHWEST QUARTER) OF SECTION 13 TOWNSHIP 38 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST 200 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST ALONG THE EAST LINE THEREOF 25.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 31 MINUTES 50 SECONDS WEST PARALLEL WITH THE NORTH LINE OF PENZE'S RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN DUPAGE COUNTY AS INSTRUMENT NUMBER 495827 ON APRIL 16, 1946, A DISTANCE OF 183.41 FEET; THENCE NORTH 01 DEGREES 42 MINUTES 07 SECONDS WEST, 88.01 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, 14.50 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 07 SECONDS EAST, 73.00 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 53 SECONDS EAST, 22.83 FEET; THENCE SOUTH 01 DEGREES 42 MINUTES 07 SECONDS EAST, 3.16 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 50 SECONDS EAST, 146.08 FEET TO THE EAST LINE OF THE AFORMENTIONED EAST 200 FEET; THENCE SOUTH 01 DEGREES 24 MINUTES 07 SECONDS EAST, 12.00 FEET TO THE POINT OF BEGINNING.

- MANHOLE/VALVE MARK
- CATCH BASIN
- CURB INLET
- VALVE (INDICATES SERVICE)
- FIRE HYDRANT
- ⌵ STREET LIGHT/POLE
- ⌵ UTILITY/POLE
- ⌵ GUY WIRE/ANCHOR
- ⌵ TELEPHONE PEG/STAKE
- ⌵ ELECTRIC METER
- ⌵ GAS METER
- ⌵ TRAFFIC SIGNAL
- ⌵ TRAFFIC SIGNAL BOX
- ⌵ SIGN
- ⌵ MAIL BOX
- ⌵ HAWK EYE
- ⌵ DRAINAGE
- ⌵ FES (AT END OF PIPE)
- ⌵ CHAIN LINK FENCE
- ⌵ WOOD FENCE
- ⌵ EXPANDED CLAY
- ⌵ CONCRETE CURB & GUTTER
- ⌵ SANITARY SEWER
- ⌵ STORM SEWER
- ⌵ WATER MAIN
- ⌵ OVERHEAD ELECTRIC
- ⌵ UNDERGROUND ELECTRIC
- ⌵ OVERHEAD TELEPHONE
- ⌵ UNDERGROUND TELEPHONE
- ⌵ GAS LINE
- ⌵ CABLE LINE
- ⌵ RIBBONHUB
- ⌵ TREE DECIDUOUS
- ⌵ TREE NON-DECIDUOUS
- ⌵ CHANGING ARROW
- ⌵ CONTOUR LINE
- ⌵ SPOT ELEVATION
- ⌵ TOP OF FOUNDATION
- ⌵ TOP OF CONCRETE/CAUTION
- ⌵ FINISHED FLOOR
- ⌵ ABOVE GROUND LEVEL
- ⌵ BOUNDARY LINE
- ⌵ CONCRETE
- ⌵ ASPHALT
- ⌵ GRAVEL
- ⌵ BRICK
- ⌵ NEW BUILDING/EQUIPMENT
- ⌵ EXISTING BUILDING
- ⌵ LEASE SITE
- ⌵ ACCESS EASEMENT



PREPARED FOR:

**us Cellular**

ADDITIONAL INFORMATION:

1. 100% COMPLETE

2. 100% COMPLETE

3. 100% COMPLETE

4. 100% COMPLETE

**kanary**

ARCHITECTURAL & ENGINEERING

330 W. 57TH STREET

HINSDALE, IL 60521

FORGE PROJECT NO. 100-02

DRAWN BY: BP

CHECKED BY: BP

DATE: 10/1/01

BY: 10/1/01

10/1/01

DATE: 10/1/01

10/1/01

8831837

HINSDALE, IL

330 W. 57TH STREET

HINSDALE, IL 60521

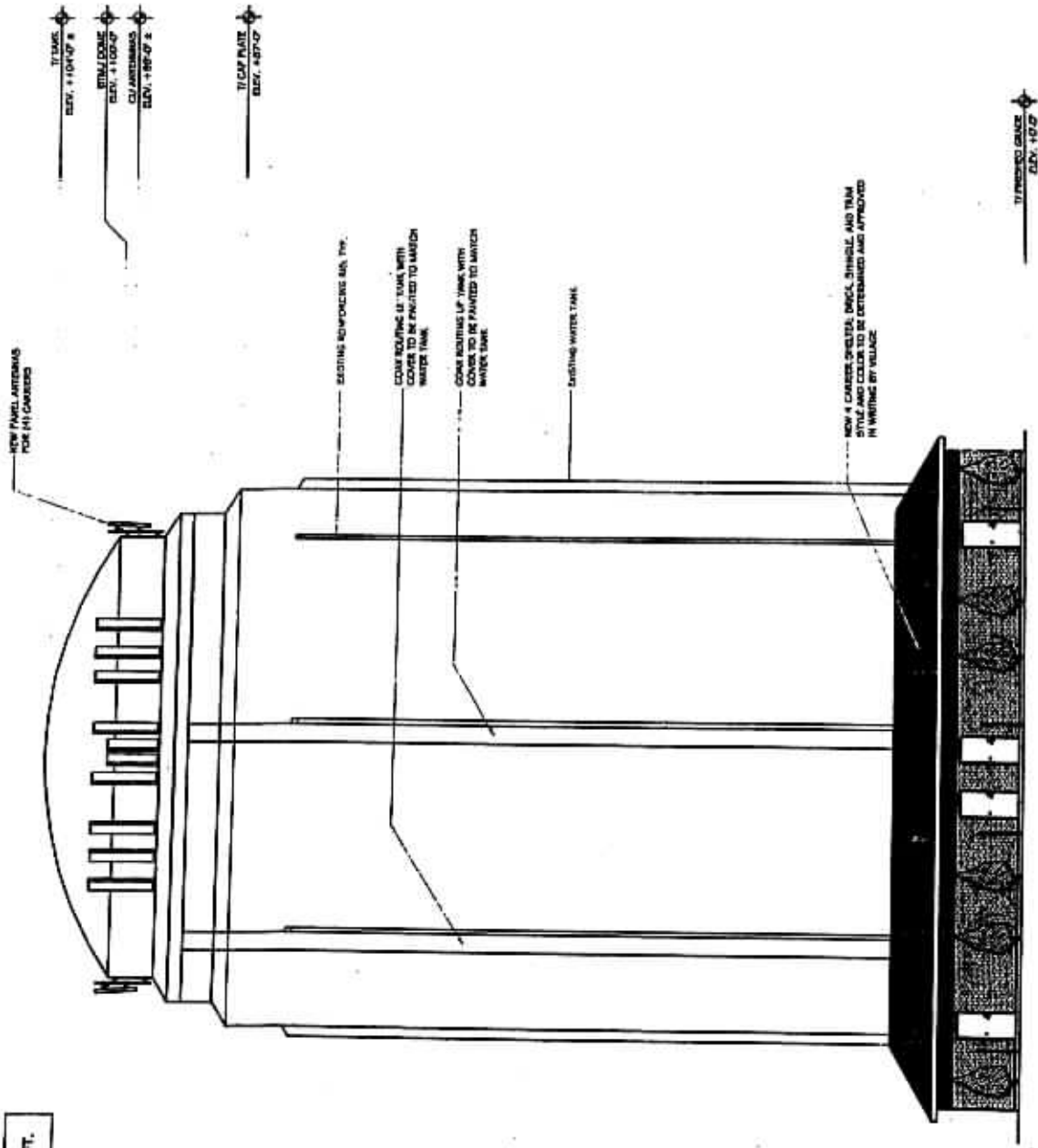
WATER TOWER

ENLARGED SITE PLAN

C2.1

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

WATER TANK VOLUME: 223,904 CU. FT.



PREPARED FOR:  
**US Cellular**

**forge**  
FORGE PROJECT NO. 1000-10  
DRAWN BY: DP  
CHECKED BY: TS

**Kanary**  
KANSAS CITY, MO  
NO. 3000000  
WWW.KANARY.COM

DATE: 1/10/07  
BY: [Signature]

DATE: 1/10/07  
BY: [Signature]

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BY: [Signature]

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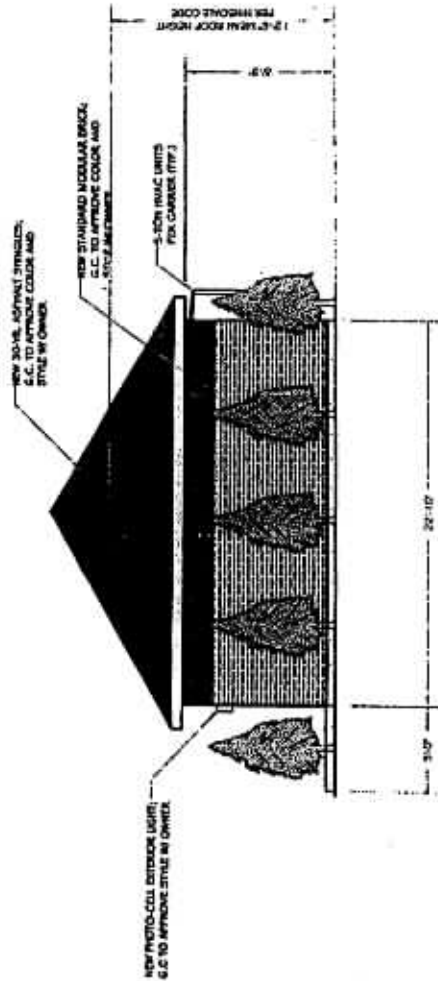
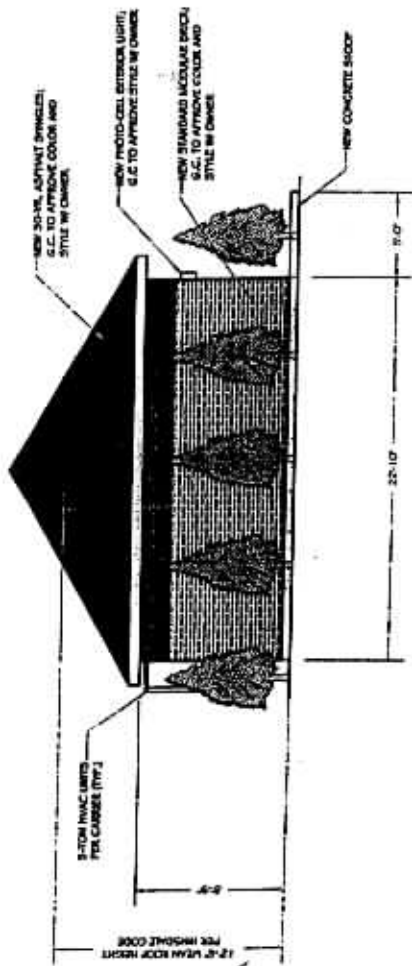
DATE: 1/10/07  
BY: [Signature]

DATE: 1/10/07  
BY: [Signature]

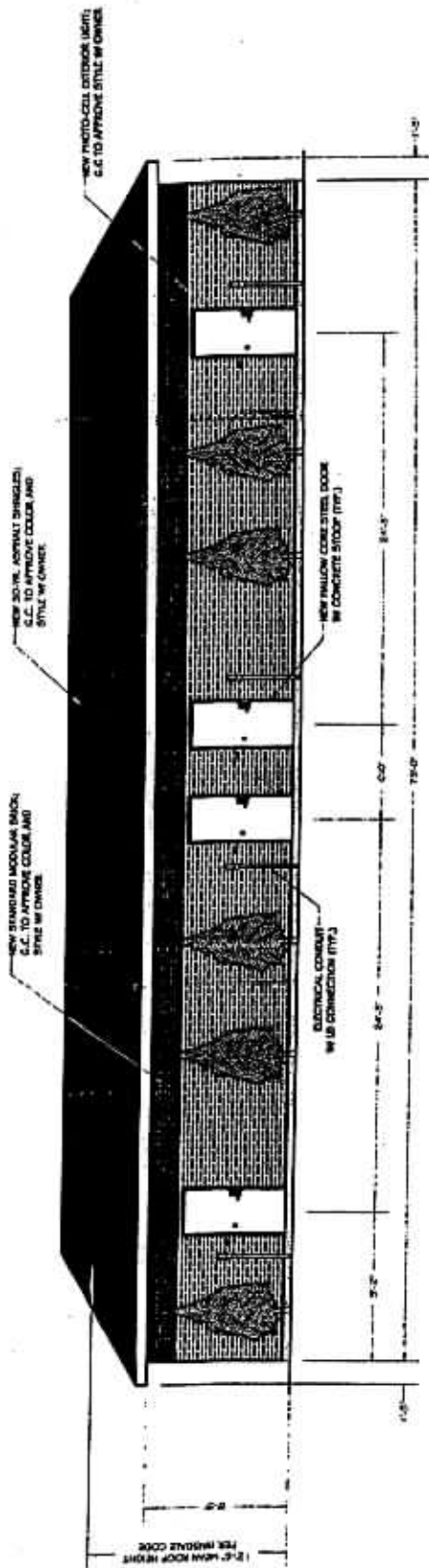
DATE: 1/10/07  
BY: [Signature]

DATE: 1/10/07  
BY: [Signature]

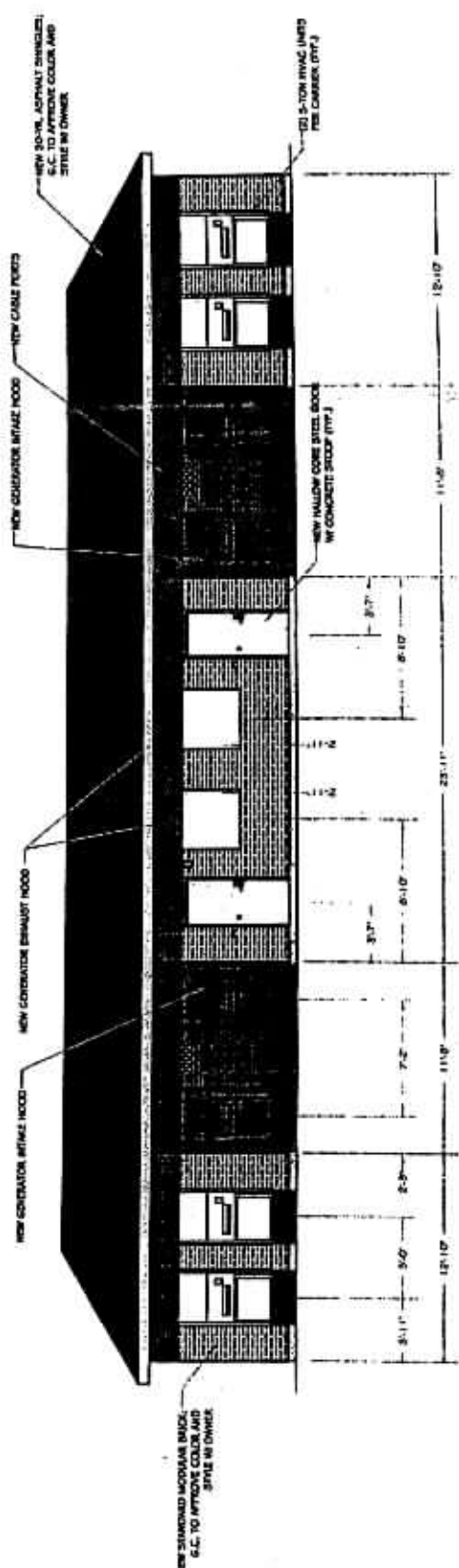
DATE: 1/10/07  
BY: [Signature]



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



2 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



PREPARED FOR: <b>US Cellular</b>	FORGE SERVICES, INC. 7000 W. 10TH STREET SUITE 100 DENVER, CO 80202	FORGE PROJECT NO. 1542-29 DRAWN BY: JEP CHECKED BY: JEP	DATE: 10/1/00 BY: JEP	DATE: 10/1/00 BY: JEP	8831827 HINSDALE WT 330 W. 57TH STREET HINSDALE, IL 60521 WATER TOWER	SHELTER ELEVATIONS	C4.1
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VIEW FROM SOUTH

AFTER

(3) USC ANTENNAS  
240° AZ.

(3) USC ANTENNAS  
120° AZ.


NEW CABLE TRAY  
W/ PAINTED COVER

Hinsdale WT

339 W. 57th Street N 41° 47' 10.10 (41 7861388)  
Hinsdale, IL 60521 W 87° 54' 00.00 (87 5400000)

DATE: April 6, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION NUMBER</b>				<b>ORIGINATING DEPARTMENT Community Development</b>
<b>ITEM</b> Approval of a Resolution Approving Lease Agreements with T-Mobile, Verizon Wireless, US Cellular and Clearwire				<b>APPROVAL</b> 1
<p>At the February 10, 2010 Plan Commission meeting the commission reviewed the application submitted by Insite RE, Inc. and recommended approval (5-2, 2 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval to co-locate a total of 36 new antennas on the existing water tower, with the associated equipment housed in a ground level facility at the base of the water tower, which included a condition to power the back-up generators with natural gas rather than diesel as proposed.</p> <p>While the Plan Commission has recommended approval of the above referenced requests, the providers associated with the approval must also enter to lease agreements with the Village to permit the co-locating of the antennas on the Village's water tank. As such the Village Attorney has provided the attached resolution for your review and approval.</p> <p>Should the Village Board find the agreement satisfactory, the following motion would be appropriate:</p> <p><b>MOTION:</b> Move that the Board of Trustees approve a "Resolution Approving Water Tower Lease Agreements Between the Village of Hinsdale and Certain Lessees for Installations of Communications Equipment."</p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> On February 22, 2010, the Zoning and Public Safety Committee, on a 2-2 vote, moved to forward the above request to the Board of Trustees with no recommendation.				
<b>BOARD ACTION:</b>				

**VILLAGE OF HINSDALE**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING WATER TOWER LEASE  
AGREEMENTS BETWEEN THE VILLAGE OF HINSDALE AND CERTAIN  
LESSEES FOR INSTALLATION OF COMMUNICATIONS EQUIPMENT**

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

**Section 1. Lease Agreement Approved.** The Lease Agreement between the Village of Hinsdale and \_\_\_\_\_ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit A.

**Section 2. Lease Agreement Approved.** The Lease Agreement between the Village of Hinsdale and \_\_\_\_\_ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit B.

**Section 3. Lease Agreement Approved.** The Lease Agreement between the Village of Hinsdale and \_\_\_\_\_ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit C.

**Section 4. Lease Agreement Approved.** The Lease Agreement between the Village of Hinsdale and \_\_\_\_\_ is approved in substantially the form of the Lease Agreement attached hereto and incorporated herein as Exhibit D.

**Section 5. Execution of Lease Agreements.** The Village Manager is hereby directed to execute the Lease Agreements on behalf of the Village in substantially the form attached in Exhibits A-D.

**Section 6. Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2010.

AYES:

NAYES:

ABSENT:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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

ATTEST:

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

WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and United States Cellular Operating Company of Chicago, LLC, a Delaware limited liability company, with its principal office located at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

## WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57<sup>th</sup> Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57<sup>th</sup> Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding

conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
  - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - c. Excess Liability Umbrella Coverage: \$10,000,000.

#### B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1<sup>st</sup> of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and Chicago SMSA Limited Partnership, an Illinois limited partnership, d/b/a Verizon Wireless by Cellco Partnership, its general partner, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57<sup>th</sup> Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57<sup>th</sup> Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached

contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.
- B. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice,

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
  - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - c. Excess Liability Umbrella Coverage: \$10,000,000.

#### B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1<sup>st</sup> of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and Clear Wireless, LLC, a Nevada Limited Liability corporation, with its principal office located at {ADDRESS}, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

## WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57<sup>th</sup> Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57<sup>th</sup> Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link

- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may after providing LESSOR 60 written notice before it makes such repairs or maintenance make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make the payment to LESSEE within thirty (30) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment or operations of

LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of easement or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within sixty (60) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Insurance Coverage

1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
  - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - c. Excess Liability Umbrella Coverage: \$10,000,000.

#### B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1<sup>st</sup> of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the Village of Hinsdale, an Illinois municipal corporation, with its principal mailing address of 19 East Chicago Avenue, Hinsdale, Illinois 60521, Tax ID # \_\_\_\_\_ hereinafter designated LESSOR and T-Mobile Central LLC, a Delaware limited liability company, with its principal office located at {ADDRESS}, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

## WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's Water Tower (Tower), located at 333 West 57<sup>th</sup> Street, DuPage County, State of Illinois, and being further described as PIN's 9-13-100-006 and 09-13-100-015, in Document Number 722028 as recorded on July 2, 1954 in the Office of DuPage County Recorder's Office (the entirety of LESSOR's property is referred to hereinafter as the Property), together with a parcel of land sufficient for the installation of LESSEE's equipment and building generally as shown on Exhibit "A", attached hereto and made a part hereof together with sufficient space for the installation and maintenance of wires, cables, conduits and pipes running from the space on the Tower to the equipment building, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, 57<sup>th</sup> Street, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises, connection areas and right-of-way are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the previous lease year.

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- ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred and eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE is not required to obtain additional zoning or permitting approvals from the Village of Hinsdale in connection with the Temporary Relocation;
- v. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- vi. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said Premises. On a monthly basis, LESSEE shall provide LESSOR with written notice of the date and time any person has accessed the Tower.

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No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

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17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of LESSOR's Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of the property which includes the Premises and leasehold granted in this Agreement shall be under and subject to the rights of the LESSEE contained in this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form.

In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

27. DEFAULT. In the event there is a default by the LESSEE or LESSOR with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR or LESSEE shall give LESSEE or LESSOR written notice of such default. After receipt of such written notice, the LESSEE or LESSOR shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE or LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE or LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion provided that the cure period shall not exceed 180 days from the receipt of the written notice described herein. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

28. ENVIRONMENTAL.

- A. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the LESSEE.

to enter into and execute this Agreement on such Partys behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

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34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

35. ONE-TIME NON-REFUNDABLE PAYMENT. As further consideration for LESSOR's agreement to enter into this Lease, LESSEE agrees to pay LESSOR the one-time, lump-sum, non-refundable payment of Four Thousand and No/100 Dollars (\$4,000), which sum shall be paid by LESSOR to LESSEE within thirty (30) days following full execution of this Agreement.

(Signature page follows)

EXHIBIT A

Legal Description

File No. 11434786

Property located in DuPage, IL

The East 200 feet of the North Half of Lot 4 in Block 7 of Branigar Bros. Hinsdale Farms a subdivision in the Northwest Quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

AND BEING the same property conveyed to Village of Hinsdale, a municipal corporation from Loy F. Pennington and Dorothea E. Pennington, his wife by Warranty Deed dated June 23, 1954 and recorded July 02, 1954 in Instrument No. 722028.

Tax Parcel No. 09-13-100-006

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### A. Insurance Coverage



1. LESSEE agrees that it will, at its own expense, obtain and maintain in full force and effect during the entire duration of this Agreement general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for liability including, but not limited to, liability for personal injuries and property damage.
2. LESSEE shall obtain the aforementioned insurance coverage from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village.
3. The aforementioned insurance shall have at least the minimum coverage limits set forth below:
  - a. Comprehensive General Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - b. Comprehensive Automobile Liability: \$5,000,000 combined single limit/aggregate coverage for bodily injury and property damage.
  - c. Excess Liability Umbrella Coverage: \$10,000,000.

#### B. Certificate of Insurance

1. Prior to the beginning of the term of the Agreement, and on or before January 1<sup>st</sup> of each year during the term of this Agreement, the Library shall file with the Village copies of the Lessee's Certificates of Insurance evidencing that: (1) it has procured general liability, comprehensive automobile insurance and general liability umbrella insurance policies which include coverage for personal injuries and property damage; (2) from a company or companies authorized to do business in and licensed by the Illinois Department of Insurance, rated with a "B+" or better in the current edition of Best's Key Rating Guide and reasonably satisfactory to the Village; (3) with at least the minimum coverage limits set forth in the preceding section; (4) naming the Village, its board members, employees and agents as additional insureds; (5) including an endorsement for contractual coverage, insuring the indemnification undertaking set forth in Section 8 of the Agreement; and (6) providing that the policy may not be terminated, canceled or materially changed without at least thirty (30) days advance written notice to the Village.

DATE: April 20, 2010

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT Community Development</b>			
<b>ITEM</b> Case A-07-2009 – Applicant: Karl Weber – Request: Text Amendment to Section 5-110A1(a) and 5-110A1(b) (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code as it relates to overall building height, in the B-2, Central Business District.	<b>APPROVAL</b>			
<p>The Applicant, Karl Weber, has submitted an application to amend Section 5-110A(1)(a) and (b) of the Village of Hinsdale Zoning Code, as it relates to overall building height in the B-2, Central Business District.</p> <p>The applicant has requested a text amendment to the Village Zoning Code to limit overall building height in the B-2, Central Business District to 30 feet or 2 stories, whichever is less. Currently the code permits an overall height of 35 feet or 3 stories, whichever is less. The application appeared before the Village Board on October 6, 2009 to consider the referral to the Plan Commission. The Village Board, on a 3-1 vote, motioned to deny the referral of the application to the Plan Commission, however due to a deficiency of votes (per Section 11-601D2(C), 4 affirmatives votes are required to deny), the motion failed and the text amendment request was forwarded to the Plan Commission for consideration.</p> <p>At the Plan Commission meeting of February 10, 2010, it was recommended, with a 7-0 vote, (2 absent) that the Text Amendment to Section 5-110A(1)(a) and (b) of the Village of Hinsdale Zoning Code, as it relates to overall building height in the B-2, Central Business District, be approved.</p> <p>Attached are the findings and recommendation from the Plan Commission and the ordinance.</p> <p>Should the recommendation be to approve the requested proposal, the following motion would be appropriate:</p> <p><b>MOTION: Move that the request be forwarded to the Board of Trustees to approve an “Ordinance Amending Article V (Business Districts), Section 5-110 (Bulk, Space and Yard Requirements) Subsection A (Maximum Height) of the Hinsdale Zoning Code Regarding Overall Building Height in the B-2 Central Business District”.</b></p>				
<b>APPROVAL</b> 	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b> On February 22, 2010, the Zoning and Public Safety Committee moved, on a 2-1 vote (1 abstention) to deny the above motion.				
<b>BOARD ACTION:</b>				

## **HINSDALE PLAN COMMISSION**

**RE:** Case A-7-2009 - Applicant: Karl Weber – Request: Text Amendment to Section 5-110A1(a) and 5-110A1(b) (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code to limit overall building height in the B-2, Central Business District to 30 feet or 2 stories, whichever is less.

**DATE OF PLAN COMMISSION REVIEW:** February 10, 2010

**DATE OF COMMITTEE REVIEW:** February 22, 2010

## **FINDINGS AND RECOMMENDATION**


### **I. FINDINGS**

1. The Applicant, Karl Weber, submitted an application to amend Section 5-110A1(a) and 5-110A1(b) (Bulk, Space, And Yard Requirements), of the Hinsdale Zoning Code to limit overall building height in the B-2, Central Business District to 30 feet or 2 stories, whichever is less.
2. The Plan Commission heard presentations from the applicant at the Plan Commission meeting of February 10, 2010.
3. Several residents were given the opportunity to speak in regards to the proposed text amendment.
4. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

### **II. RECOMMENDATIONS**

The Village of Hinsdale Plan Commission, by a vote of seven (7) "Ayes", zero (0) "Nays" and two (2) "Absent" recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

THE HINSDALE PLAN COMMISSION

By:   
Chairman

Dated this 12<sup>th</sup> day of March, 2010.

**VILLAGE OF HINSDALE**

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

**AN ORDINANCE AMENDING ARTICLE V (BUSINESS DISTRICTS),  
SECTION 5-110 (BULK, SPACE AND YARD REQUIREMENTS)  
SUBSECTION A (MAXIMUM HEIGHT) OF THE HINSDALE ZONING  
CODE REGARDING OVERALL BUILDING HEIGHT  
IN THE B-2 CENTRAL BUSINESS DISTRICT  
(Plan Commission Case No. A-07-2009)**

WHEREAS, the Applicant, Karl Weber, seeks to amend Article V (Business Districts), Section 5-110 (Bulk, Space and Yard Requirements), Subsection A (Maximum Height) of the Hinsdale Zoning Code regarding maximum building height in the B-2 Central Business District ("the Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 10, 2010, pursuant to notice thereof properly published in the Suburban Life on December 25, 2009, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-07-2009; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on February 22, 2010, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the President and Board of Trustees have determined that it is appropriate to amend the Hinsdale Zoning Code as provided 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 as findings of the President and Board of Trustees.

**Section 2. Amendment of Subsection 5-110A1.** Article V (Business Districts), Section 5-110 (Bulk, Space, and Yard Requirements), Subsection A (Maximum Height) of the Hinsdale Zoning Code is amended by deleting the following overstricken language and adding the underlined language to read as follows:

**Sec. 5-110. Bulk, Space, And Yard Requirements:**

The building height, lot, yard, setback, floor area ratio, and coverage requirements applicable in the business districts are set forth in the following table. Footnote references appear in subsection G of this section at the end of the table.

B-1 B-2 B-3

**A. Maximum Height<sup>1</sup>:**

**1. Principal structures:**

(a) Feet	30	<del>35</del> <u>30</u> <sup>2</sup>	30
(b) Stories (whichever is less)	2	<del>3</del> <u>2</u>	2
*	*	*	*

**Section 3. Severability and Repeal of Inconsistent Ordinances.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2010.

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Thomas K. Cauley, Jr., Village President

ATTEST:

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Christine M. Bruton, Deputy Village Clerk

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