

**VILLAGE OF HINSDALE
MINUTES OF THE MEETING OF THE
VILLAGE BOARD OF TRUSTEES
October 4, 2011**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, October 4, 2011 at 7:30 p.m.

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

Absent: Trustee William Haarlow

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Assistant Village Manager/Finance Director Darrell Langlois, Director of Economic Development Tim Scott, Chief of Police Brad Bloom, Fire Chief Mike Kelly and Village Clerk Christine Bruton

Also Present: Reporters from Patch.com, The Doings and The Hinsdalean,

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Clarifications to the minutes were suggested and agreed upon by the Trustees. Trustee Saigh suggested that Trustee Geoga's power point presentation be included as part of the record. Trustee LaPlaca moved **to approve the minutes of the Regular Meeting of September 20, 2011, as amended.** Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

INTERNATIONAL WALK TO SCHOOL PROCLAMATION

President Cauley read the Walk to School proclamation.

**PUBLIC HEARING CONCERNING THE INTENT OF THE CORPORATE
AUTHORITIES TO SELL NOT TO EXCEED \$1,500,000 GENERAL OBLIGATION
BONDS (ALTERNATIVE REVENUE SOURCE) TO FINANCE THE VILLAGE'S
EARLY RETIREMENT INCENTIVE LIABILITY TO THE
ILLINOIS MUNICIPAL RETIREMENT FUND**

President Cauley introduced and opened the public hearing. There being no one preseny wishing to speak to the matter, President Cauley closed the public hearing.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

No report.

CONSENT AGENDA

President Cauley read the consent agenda as follows:

Items Recommended by Zoning & Public Safety Committee

- a) Ordinance Authorizing the Sale by Auction or Disposal of Personal Property Owned by the Village

Items Recommended by Administration & Community Affairs Committee

- b) Approve the Village's Comprehensive Annual Financial Report and Management Letter
- c) Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale
- d) Approve a Contract with Janik Custom Millwork to replace four Windows at the Burns Field Warming House in the amount of \$12,400.00
- e) Resolution for the KLM South Shelter Bid #1491 Contract Change Order Number 1 in the amount of \$150.00 to George's Landscaping
- f) Resolution for the KLM South Shelter Site Furnishings Contract Bid #1494 Change Order Number 1 in the amount of \$6,580.00 to George's Landscaping
- g) Approval of a Contract with J.S.L. Masonry for \$49,467.80 for Rehabilitation of the Masonry Wall of the Elevated Walkway on First Street

Trustee LaPlaca moved to **adopt the Consent agenda as presented**. Trustee Angelo seconded the motion. In reference to Item B, the Comprehensive Annual Financial Report and Management Letter, Mr. Brian LeFevre from Sikich, LLP, the auditing firm that prepared the report, was present for any questions from the Board. There were no questions.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Trustee Saigh moved **Approval and Payment of the Accounts Payable for the Period of September 17, 2011 through September 30, 2011 in the aggregate amount of \$716,760.57 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Angelo seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

Voluntary Release and Settlement Agreement

President Cauley explained that this item had been discussed by the Board in closed session and relates to the widow of Deputy Fire Chief Mark Johnson. Trustee Saigh asked if Ms. Johnson's signature on the document is a valid authorized signature. Village Manager Cook stated that the original document is on file and Village Attorney Florey confirmed that is Ms. Johnson's signature. Trustee Angelo **moved to approve the Voluntary Release and Settlement Agreement.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Trustee LaPlaca noted there will be a community advisory committee meeting on Thursday, October 13th for the Oak Street Bridge project and then a public hearing a week or two later regarding the findings and determinations from that meeting. She also reported that the Village is in the process of getting landscaping proposals for Veeck Park. AYSO is meeting to discuss restoration and improvements and possible financial assistance for the project.

ZONING AND PUBLIC SAFETY

Trustee Saigh said there may be an item at the next meeting that has to do with attached and detached garages and accessory structures. There is an active proposal in town now that brings this question before the Committee. There may be a lack of clarity in our zoning code.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

Economic Development Commission Update

Mr. John Karstrand, Chairman of the EDC, reported that the wall on First Street came in over anticipated budget mainly because of the cost of refinishing the existing railing and demolition and removal of the old cap. They were able to finance the project by postponing the refinishing of the railing until next year. Further, a three week postponement of the Customer Appreciation event will put that initiative into next year's budget, as well. Discussion followed regarding the wall at the end of Burlington, Mr. Karstrand pointed out that some commissioners question whether that should be an EDC project or a park responsibility. Trustee LaPlaca noted that this has been discussed at EPS and there are some concerns regarding modification of the wall because it is an historic wall, but she does agree that it is a Village project. Mr. Karstrand indicated that he would like to see Director of Economic Development Tim Scott be involved in the drawings of that wall, too. He also mentioned another project relating to the park and the current banner posts. If money becomes available they would like to install permanent lighted fixtures which would be much more appealing at that location.

STAFF REPORTS

Fire Chief Mike Kelly said that he and Chief Bloom would like to invite residents to the annual Fire and Police Departments Open House on Saturday October 8th to meet personnel and see department operations.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Village Board of Trustees, President Cauley asked for a motion to adjourn into closed session. Trustee Geoga **moved to adjourn the meeting into Closed Session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, and 5 ILCS 120/2(c)(8) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property, and not to reconvene.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

Meeting adjourned at 7: 52 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

DATE October 13, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION Environmental & Public Services Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Bid# 1504 Veeck Park Field Restoration	APPROVED Gina Hassett, Director of P&R

BID# 1504 VEECK PARK FIELD RESTORATION

The dirt spoils remaining from the Veeck Park project have been hauled off site. Veeck Park needs to be restored to it former state. The scope of work includes seeding the north berm, restoration to the east soccer field, the haul road and north athletic field area. The bid includes a cost option to sod the east soccer field rather than seed. The option to sod the east field vs. seed would allow the field to be playable in 6 months rather than 12-18 months. The bid also includes a scope of work to improve the quality of the 3 soccer areas. The scope of work to improve the fields will be funded by AYSO Region 210. The scope of improvements include the addition of nine drain tile runs across the three soccer fields, top dressing the fields and sod patch repairs. The soccer fields will remain off line for the spring to ensure the investment lasts.

Two bids were received. The low bid was from Twin Oaks Landscaping. The cost for the restoration of the areas affected by the construction at Veeck Park is \$43,063.10. The AYSO project costs to improve drainage came in at \$85,910. To sod the East Field increases the cost by \$14,615. This will be presented to the AYSO as an option to have the field usable next spring. The AYSO Region 210 Board is voting on Monday, October 17th prior to the EPS Committee meeting to allocate funding for their portion of the costs. The total amount with sod is \$143,588.10. Staff will present AYSO's decision at the meeting.

Should the Committee concur with Staff's recommendation to award the bid to Twin Oaks Landscaping, one of the following motions would be appropriate based on the recommendation from AYSO on the sod:

Motion without sod option

MOTION: To recommend to the Board of Trustees to accept the bid from Twin Oaks Landscaping in the amount of \$128,973.10 with \$85,910.00 of the funding for the project to be paid for by AYSO Region 210 for Bid # 1504 – Veeck Park Field Restoration

OR

Motion with sod option

MOTION: To recommend to the Board of Trustees to accept the bid from Twin Oaks Landscaping in the amount of \$143,588.10 which includes sod for the east soccer field with \$100,525.00 of the funding for the project to be paid for by AYSO Region 210 for Bid # 1504 - Veeck Park Field Restoration.

OR

Motion with sod option

MOTION To recommend to the Board of Trustees to award Bid # 1504 – Veeck Park Field Restoration to Twin Oaks Landscaping in the amount of \$143,588.10 with \$85,910 of the funding for the project to be paid for by AYSO Region 210 and \$14,615 to be paid for by Hinsdale Falcon Football

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	MANAGERS APPROVAL
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COMMITTEE ACTION:

The Committee vote unanimously to recommend to the Board of Trustees to award the Bid #1504 to Twin Oaks landscaping with \$85,901 to be funded by AYSO Region 210 and \$14,615 to be funded by Falcon Football.




BOARD ACTION:

BID 1504 VEECK PARK REHABILITATION			Twin Oaks Landscaping 997 Harvey Rd Oswego 60543 BID BOND		Continental Construction 1919 Greenwood St Evanston 60201 BID BOND	
NORTH BERM						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Deliver and till in Bio-solids	cubic yd.	100	12.44	\$1,244.00	46.00	\$4,000.00
Seed with Dry Spell Tall Fescue and blanket	sq. feet	12,000	0.25	\$3,000.00	0.70	\$8,400.00
Total				\$4,244.00		\$12,400.00
NORTH ATHLETIC FIELD						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Provide and till in 50/50 Bio-Solids/Top Soil mix	cubic yd.	150	21.85	\$3,277.50	50.00	\$7,500.00
Grade, dormant seed with field mix and blanket	sq. feet	40,000	0.23	\$9,200.00	1.20	\$48,240.00
Install sprinkler heads before mat installation	na	na		\$1,500.00		
Total				\$13,977.50		\$55,740.00
EAST SOCCER FIELD RESTORATION						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Grade field to match existing grade	sq. feet	39,500	0.07	\$2,765.00	0.5	\$19,750.00
Removal of debris	na	na	na	\$2,476.00	na	
Incorporate and till in Bio-solids	cubic yd.	200	12.44	\$2,488.00	50	\$10,000.00
Dormant seed and blanket	sq. feet	39,500	0.17	\$6,715.00	1	\$39,500.00
Reinstall sprinkler heads to grade	na	na	na	\$1,500.00	na	
Total				\$15,944.00		\$69,250.00
SOD OPTION						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Sod east field with athletic field mix	sq. feet	39,500	0.37	\$14,615.00	0.70	\$27,650.00
Total				\$14,615.00		\$27,650.00
HAUL ROAD RESTORATION						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Remove mulch	na	na	na	\$4,244.00		
Deep tine aerate	acre	0.50	\$915.00	\$1,830.00	\$3,000.00	\$1,500.00
Spread Bio Solids/Root Zone Sand mixture	cubic yd.	120.00	\$23.53	\$2,823.60	\$30.00	\$3,600.00
Total				\$8,897.60		\$5,100.00

DRAINAGE

Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Install 6" SCH 40 Drain tile and back fill and restore area	linear ft	3,300	22.47	74,151.00	26	85,800.00
Total				74,151.00		85,800.00
FIELD TOP DRESSING						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Core aerate athletic field	acres	3	553.00	1,659.00	3000.00	9,000.00
Spread 1/2" Bio-solid/root zone sand mix	cubic yd	300	23.00	6,900.00	30.00	9,000.00
Total				8,559.00		18,000.00
SOD PATCH FIELDS						
Item Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
Sod cut and patch areas per plan with Athletic field blend	square ft	3200	1.00	3,200.00	1.50	4,800.00
Total				3,200.00		4,800.00
TOTAL CONTRACT PRICE (no sod to east field):			\$128,973.10		\$251,090.00	
TOTAL CONTRACT PRICE W/SOD EAST FIELD:			\$143,588.10		\$278,740.00	
Village Projects			\$43,063.10		\$137,390.00	
Village Projects with Sod for East field			\$57,678.10		\$165,040.00	
AYSO PROJECT COSTS			85,910.00		108,600.00	

DATE October 18, 2011

AGENDA ENVIRONMENT & PUBLIC SAFETY SECTION		ORIGINATING DEPARTMENT Community Development							
Ordinance amending 4-2-8-1 "Permitted Open ITEM Fires"		Robert McGinnis APPROVED CD Director/Bldg. Commissioner							
<p>Staff is aware of a complaint made by a resident regarding wood smoke trespass. One of the claims made was that the ordinance was not clear with respect to where fires can be located. As a result Staff is proposing some minor changes to the existing ordinance that should help clarify where certain wood burning appliances can be located. Though this will not address the complaint originally received in whole, it does better define where recreational fires can be located on a single family lot. Based on this information, staff is seeking a motion to amend the existing language in 4-2-8-1. If the Committee concurs with staff's recommendation, the following motion would be appropriate:</p> <p>Motion: To recommend to the Board of Trustees that the Village approve an Ordinance amending Title 4(Health and Sanitation), Chapter 2 (Air Pollution Control), Section 4-2-8-1 (Permitted Open Fires) of the Village Code of Hinsdale.</p> <p>STAFF APPROVALS</p> <table border="1"><tr><td>APPROVAL</td><td>APPROVAL</td><td>APPROVAL</td><td>APPROVAL</td><td>MANAGER'S APPROVAL </td></tr></table> <p>COMMITTEE ACTION: At the October 17, 2011 EPS meeting, the Committee unanimously moved to approve the above motion.</p> <p>BOARD ACTION:</p>					APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 					

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE AMENDING TITLE 4 (HEALTH AND SANITATION), CHAPTER 2 (AIR POLLUTION CONTROL), SECTION 4-2-8-1 (PERMITTED OPEN FIRES) OF THE VILLAGE CODE OF HINSDALE

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. Village Code Amended. Title 4 (Health and Sanitation), Chapter 2 (Air Pollution Control), Section 4-2-8-1 (Permitted Open Fires) of the Village Code of Hinsdale is amended by deleting the overstricken language and adding the underlined language to read as follows:

4-2-8-1: PERMITTED OPEN FIRES:

The following open fires shall be permitted as follows:

A. The burning of combustible materials wholly within a building in a fireplace or other equipment or facility designed and constructed for such purpose; provided, that any refuse burning incinerator installed in any residence building shall comply with the rules and regulations of the Illinois pollution control board as the same may from time to time be in effect; and

B. The burning of charcoal briquettes, natural gas, propane, approved wood, or commercially prepared seasoned wood chips in conjunction with any of the foregoing for cooking purposes; and

C. The burning of "approved wood", as defined in this chapter, in an outdoor bonfire at a gathering conducted by religious, educational or other not for profit organization; provided, that a permit therefor is previously issued by the village and that such bonfire is attended by adult supervision and otherwise is in compliance with this code; and

D. The burning of "approved wood" in an "approved container" for recreational campfires, as these terms are defined in this chapter, or in an exterior masonry fireplace in a safe and controlled manner, provided compliance with the following:

1. Such fire shall be under the control of and attended at all times by a person eighteen (18) years of age or older; and

2. A portable fire extinguisher having a minimum rating of 4-A or other approved extinguishing agent such as sand, dirt or water of sufficient quantity shall be available for immediate use; and

3. Such fire shall at all times be safely managed and shall not be permitted whenever atmospheric conditions or local circumstances make such fire hazardous; and

4. Such fire shall be located in an area separated from any building or structure, including wooden decks, or other combustible materials, by not less than fifteen feet (15'), except for fires located in exterior masonry fireplaces ~~attached to occupied residences or buildings~~. Any such fire located in an exterior masonry fireplace shall only be permitted within the buildable area of a lot as defined by the Village of Hinsdale Zoning Code; and

5. Such fire shall not be permitted to create excessive flames, odors, flying cinders or smoke so that flames, odors, cinders or smoke travels across the property boundary from which the fire originates; and

6. At no time shall such fire be utilized for waste disposal purposes.

Section 2. 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 3. 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President


ATTEST

Christine M. Bruton, Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Sec. 4-2-8-1 09-16-11.doc

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Community Development		
ITEM Plat of Consolidation – 828 and 836 S. Oak Street – Walker Resubdivision		APPROVAL Daniel Deeter Village Engineer		
<p>Staff has received a request from Northridge Builders to consolidate two parcels at 828 and 836 S. Oak Street. The subject properties currently exist as two separate lots and the petitioner is proposing to consolidate the two lots which would result in a single lot totaling approximately 41,026 square feet. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.</p> <p>The subject property is zoned R-1 Single Family Residential and requires a minimum lot size of 30,000 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.</p> <p>MOTION: To approve “A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 828 and 836 S. Oak Street In The Village of Hinsdale, County of DuPage”.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the October 17, 2011 EPS meeting the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

DRAFT

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND ACCEPTING
A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES
COMMONLY KNOWN AS 828 AND 836 S. OAK STREET IN THE VILLAGE
OF HINSDALE, COUNTY OF DUPAGE**

WHEREAS, the owner of those properties commonly known as 828 and 836 S. Oak Street Street, 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 October 17, 2011, 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 10, 2009, 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 _____, 20__.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 20__.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LOTS 1 AND 2 IN WOOD'S SUBDIVISION, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTH 300 FEET OF THE SOUTH 333 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THEREFROM THE WEST 83 FEET OF THE NORTH 98.35 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER) ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1952 AS DOCUMENT NUMBER R1952-659805, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-12-410-010
09-12-410-011

SUBDIVISION APPLICATION

TO: ENVIRONMENTAL &
PUBLIC SERVICES COMMITTEE
c/o Engineering Department
19 E. Chicago Avenue
Hinsdale, Illinois 60521
(847) 789-7033

Date Filed: _____, 20____

Subdivision Title:

WALKER RESUBDIVISION

Street Address:

828 SOUTH OAK STREET, HINSDALE

Mailing Address:

828 SOUTH OAK STREET, HINSDALE

Permanent Index Number:

828 South Oak 09-12-410-010
836 South Oak 09-12-410-011

Name of Applicant:

NORTHRIDGE BUILDERS, INC.

Address of Applicant:

15 SPINNING WHEEL RD #112, HINSDALE IL 60521

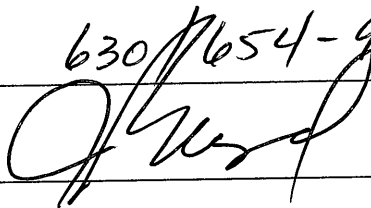
Applicant's Phone Number:

630/654-3817

Applicant's Fax Number:

630/654-9730

Applicant's Signature:



Property Owner:

GORDON AND AMY WALKER

Owner's Address:

828 SOUTH OAK STREET, HINSDALE, IL 60521

Owner's Signature:

Amy Walker

FOR OFFICE USE ONLY

Accompanying this application are the following:

- Subdivision Application
- 3 Folded Copies of Plat of Subdivision (Do Not Sign Copies) Applicant Keeps Original
- Current Folded Plat of Survey
- Proof of Ownership
- Letter Allowing Village to Record Plat of Subdivision
- Letter from the School Districts (or plat block signed by property owner) identifying all school districts
- Processing Fee in the Amount of \$ 600.00

OWNER AND TAX BILL ADDRESS
GORDON AND AMY WALKER
828 SOUTH OAK STREET
HENSDALE, IL 60521

LOTS 1 AND 2 MOORE'S SUBDIVISION, BEING SUBDIVISION OF THE EAST HALF OF THE NORTH 30TH RANGE 11 NORTH, EAST HALF OF THE WEST 4TH MERIDIAN, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1952 AS DOCUMENT NUMBER 1952-659365, IN DUPAGE COUNTY, ILLINOIS.

[illegible]

NOTARY CERTIFICATE
STATE OF ILLINOIS)

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 20____ AT _____

APPROVED BY THE PRESIDENT AND VILLAGE BOARD OF THE
VILLAGE OF HINSDALE.

DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____

PUBLIC UTILITY EASEMENT PROVISIONS

[illegible]

COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS
COUNTY OF DUPAGE
) SS.

I, _____, COUNTY CLERK OF DUPAGE COUNTY,
HONORING DO HERBERT GREENE, TRUSTEE AND UNPAID COLLECTED TAXES
AND CHIEF OF COURSE, HAVE BEEN ORDERED TO TAKE THE FOLLOWING
DUPLICATE OR UPDUP SPECIAL ASSESSMENTS, NO REDEEMABLE TAX
SALES AGAINST ANY OF THE LAND SHOWN ON THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____

COUNTY CLERK, DUPAGE COUNTY, ILLINOIS _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

THE INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDS OFFICE OF BUTTE COUNTY, ALABAMA, ON THE _____ DAY OF _____, A.D., 19____ AT _____ O'CLOCK, P.M. AND WAS RECORDED IN BOOK _____ OF PLATS ON PAGE _____

RECORDED OR FILED, DEWAGE COUNTY, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

1. HINSDALE, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENT DISTRICT DESCRIBED AS THE HINSDALE FLAT AND THE TOWNSHIP OF SAINT CHARLES AND COUNTY OF HINSDALE, ILLINOIS, HAS BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.
DATED AT HINSDALE, DEWAGE COUNTY, ILLINOIS THIS _____ DAY OF _____,
20_____

VILLAGE ENGINEER

1. BASIS OF BEARINGS: ASSUMED
2. LOCATIONS BASED ON FIELD SURVEY BY
INTERDEPENDENT RESOURCE ASSOCIATES, INC., OF
1ST FLOOR, 3RD FLOOR, 2ND FLOOR
1ST FLOOR PAPERS SET AT ALL CORNERS UNLESS
OTHERWISE NOTED.
3. DIMENSIONS SHOWN: THIS: 50.25 ARE FEET
AND DECIMAL PARTS THEREOF; ANGULAR
DATA SHOWN THIS: 97.00 OF DEGREES,
DEGREES, MINUTES AND SECONDS. DIMENSION
SHOWN IN PARENTHESES ARE RECORD.

LEGEND

LOT LINE
BOUNDARY LINE
EASEMENT LINE

ABBREVIATION TABLE

STATE OF ILLINOIS) ss
COUNTY OF DUPAGE)

[illegible][illegible]

BRADLEY A. STROHL
25 OCT 1986
PROFESSIONAL
LAND SURVEYOR
STATE OF ALABAMA
000005
11-30-12

BRADLEY A. STROH,
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-0036



**ENGINEERING
RESOURCE
ASSOCIATES,
INC.**
CONSULTING ENGINEERS
& SURVEYORS

35701 WEST AVENUE, SUITE 150
WADSWORTH, ILLINOIS 60555
PHONE (630) 393-1666
FAX (630) 393-2152

501 W. STATE STREET, SUITE 203
GENEVA, ILLINOIS 60134
PHONE (630) 562-8869
FAX (630) 262-8674

14 S. RIVERSIDE PLAZA
SUITE 190
CHICAGO, ILLINOIS 60606
PHONE (312) 682-0116

GORDON & AMY WALKER
828 S. OAK ST., HINSDALE, IL.

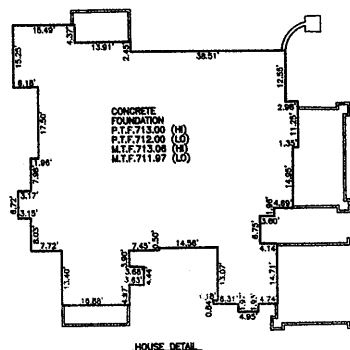
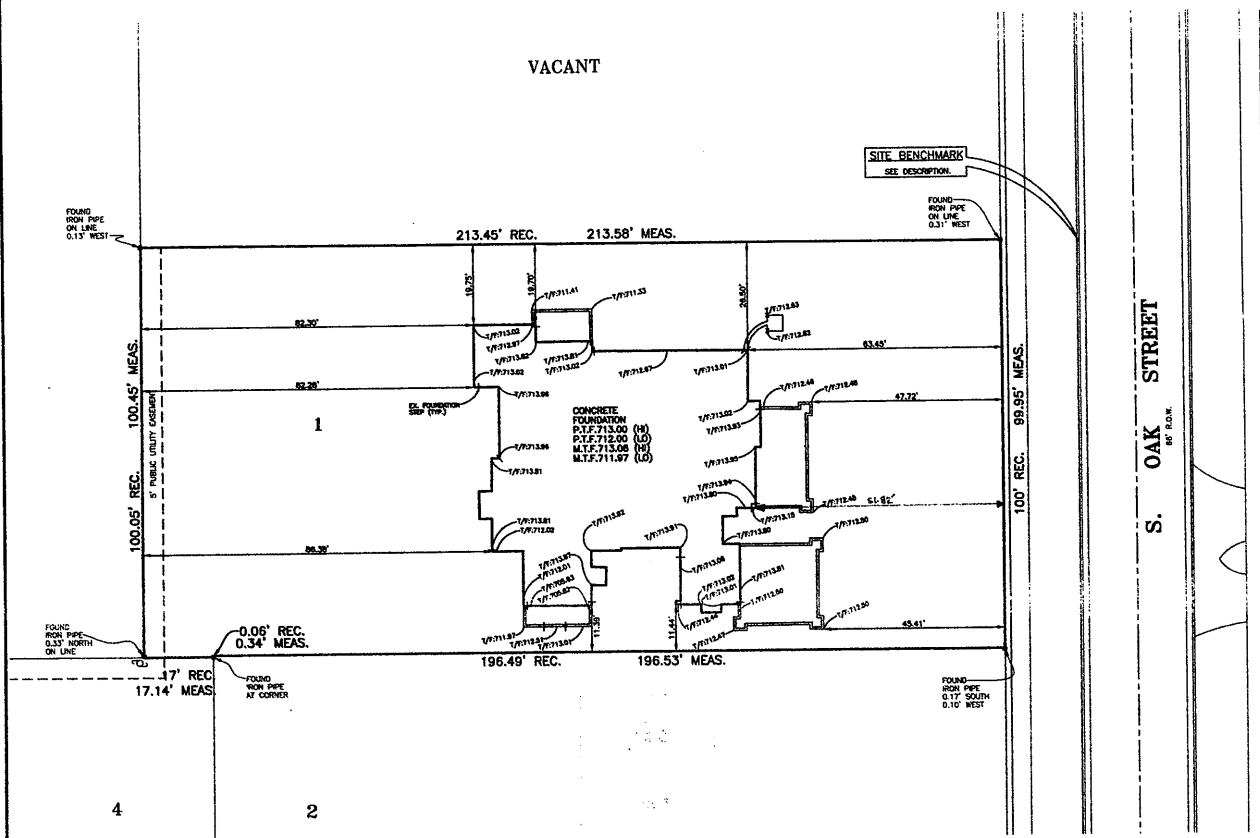
WALKER
PLAT OF RESUBDIVISION

SCALE: 1"=30'
DATE: MARCH 22, 1961
JOB NO: 100505.A0
SHEET 1 of 1

R:\Walker, Gordon & Amy\100505.A0 (828 & 836 S Oak St. Hinsdale)\CADD\100505 Plot of Sub.dwg Updated by: msklch 9/20/2011

EXISTING GRADE $+ \text{XXXXXX}$
 EXISTING CONTOUR $- \text{XXXXXX}$
 PROPOSED GRADE $+ \text{XXXXXX}$
 PROPOSED CONTOUR $- \text{XXXXXX}$
 PROPOSED FLOW \rightarrow
 SILT FENCE $-X-X-$
 TRENCH BACKFILL XXXXXX

LOT AREA = 21,376 SQ. FT. (MEAS.)
P.I.N. # 09-12-410-010



SCALE: 1"=20'



35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060 FAX (630) 393-2152

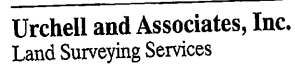
ELEV: 711.21

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ILLINOIS REGISTERED LAND SURVEYOR NO. 35-3465

LOT 2 IN WOOD'S SUBDIVISION OF THE EAST HALF OF THE NORTH 300 FEET OF THE SOUTH 333 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THEREFROM THE WEST 83 FEET OF THE NORTH 98.35 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER) ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1952 AS DOCUMENT 659805, IN DU PAGE COUNTY, ILLINOIS.



A circular seal for a Professional Land Surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "STATE OF ILLINOIS" at the bottom, separated by dots. In the center, the text reads "ROBERT J. URCELL", "3438", and "CHICAGO ILLINOIS".




DATED: 4/20/10

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO
YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND
ZONING ORDINANCES.

ROBERT J. URCELL I.P.L.S. No. 3438
 LICENSE RENEWAL DATE: NOVEMBER 30, 2010
 SURVEY No. 10-02-010

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER EPS Agenda		DEPARTMENT Community Development		
ITEM Contract Change Order #1 D'Land Construction LLC 2011 50/50 Sidewalk Program		APPROVAL Dan Deeter Village Engineer		
<p>Staff is recommending approval of the attached change order #1.</p> <p>D'Land Construction LLC is requesting that the retainage is reduced from ten (10) percent to five (5) percent. The 2011 50/50 Sidewalk program was completed in July 2011. There have not been any issues for this year's work. It is staff's opinion that the 5% retainage will be enough to cover any settlement or cracks that may result from the winter conditions. During the 2008, 2009, and 2010 50/50 Sidewalk Programs, D'Land Construction has provided quality construction and responded promptly and satisfactorily to the Village's requests during and after the programs.</p> <p>MOTION: To Approve a Resolution for the 2011 50/50 Sidewalk Program Contract Change Order Number 1 to Change the Retainage for the Construction Completed To Date from Ten (10) Percent to Five (5) Percent.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the October 17, 2011 EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the “Village”) and D’Land Construction LLC (“D’Land”) has entered into that certain Contract (the “Contract”) providing for the construction of the 2011 50/50 Sidewalk Program; 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 50/50 Sidewalk Program
Location: Village of Hinsdale
Contractor: D'Land Construction LLC

Change Order No.1
Contract No. - N/A
Date: 10-17-2011

- I. A. Description of Changes Involved:
Change retainage from ten (10) percent to five (5) percent.
- B. Reason for Change:
Requested by D'Land Construction. It is staff's opinion that the 5% retainage will be enough to cover any corrective action after the winter months.
- C. Revision in Contract Price: None.

II. Adjustments in Contract Price:

1.	Original Contract Price	\$ 63,622.10
2.	Net (addition) (reduction) due to all previous Change Orders	
	Nos. _____	\$ 0.00
3.	Contract Price, not including this Change Order	\$ 61,837.80
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ 0.00
5.	Contract Price including this Change Order	<u>\$ 63,622.10</u>

Accepted:
Contractor: D'Land Construction LLC

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date



CONSTRUCTION L.L.C.

600 South County Line Road, Suite # 1N
Bensenville, IL 60106

Phone # (630) 694-8600

Fax # (630) 694-8601

E-mail DLandConstruction@sbcglobal.net

Invoice

Date	Invoice #
7/8/2011	528


Bill To
Village of Hinsdale 19 East Chicago Hinsdale, IL 60521

Project	Terms
2011 Sidewalk Program	

Item #	Description	Quantity	Unit	Unit Price	Amount
	Payout # 2				
21101615	Furnish and Place Topsoil 4"	278	SY	3.10	861.80
XX000880	Seeding, Class 1, Special	278	SY	3.10	861.80
42301000	PCC Driveway Pavement, Special	50	SY	37.00	1,850.00
42400200	PCC Concrete Sidewalk 5"	10,875	SF	3.44	37,410.00
42400300	PCC Concrete Sidewalk, 6"	825	SF	3.54	2,920.50
44000200	Driveway Pavement Removal	50	SY	9.00	450.00
44000500	Comb. Conc. C&G Removal	256	LF	3.50	896.00
44000600	Sidewalk Removal	11,700	SF	1.00	11,700.00
28	Combination Concrete Curb & Gutter	256	LF	12.00	3,072.00
40	Detectable Warning Plates	30	Each	120.00	3,600.00
	Subtotal				63,622.10
Retain	Retainage			-5.00%	-3,181.11
payment	Amount Previously Paid			-57,259.89	-57,259.89
Thank you for your business.				Total	\$3,181.10

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA				ORIGINATING Community
SECTION NUMBER EPS Consent Agenda				DEPARTMENT Development
ITEM Engineering Services for Material Testing Services for the Chestnut Street Improvements 2011 - 2012				APPROVAL Daniel M. Deeter Village Engineer
<p>On August 16, 2011, the Board of Trustees approved Change Order No. 1 to remove Material Testing from the Clark Dietz Construction Observation Contract. This was done to expedite approval of the Illinois EPA low interest loan for the Chestnut Street Improvement project. The materials testing services were budgeted at \$15,000.00.</p> <p>Three consultants were asked to provide proposals for the engineering services – Chicago Testing Laboratory, Inc., Rubino Engineering, and Testing Services Corporation. All three organizations have excellent reputations and are capable of performing the materials testing required. Staff recommends awarding the contract to Chicago Testing Laboratory, Inc.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p>Motion: To Award the Engineering Services for Material Testing Services for the Chestnut Street Improvement Project to Chicago Testing Laboratory, Inc. in the amount not to exceed \$ 9,862.25.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the October 17, 2011 EPS meeting, the Committee moved to approve the above motion.				
BOARD ACTION:				



Founded 1912

Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.CTL1 f 630.393.CTL7
18000 South Williams Street, Thornton, IL 60476 p 708.877.1801 f 708.877.6926
1348 Ridge Avenue, Elk Grove Village, IL 60007 p 847.228.1079 f 847.228.0633
P. O. Box 3395, Joliet, IL 60434 p 630.560.4464 f 630.560.4464

Testing • Inspection • Training • Consulting • Research • Geotechnical

www.chicagotestinglab.com
info@chicagotestinglab.com

September 9, 2011

Mr. Dan Deeter, P.E.
Village Engineer
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521-3489

Re: Village of Hinsdale-Chestnut Street Improvements 2011-2012
Quality Assurance (QA) – Material Testing Services
CTL Proposal No. EG11134R

Dear Mr. Deeter:

Please find the enclosed copy of Chicago Testing Laboratory's unit rate proposal for performing Quality Assurance (QA) inspection and testing services for concrete and hot mix asphalt materials for the above mentioned 2011-2012 Chestnut Street Improvements. Also included are a brief summary of our history and performance, and an outline of our capabilities.

CTL is exceptionally prepared and exclusively qualified to provide Quality Assurance (QA) inspection and testing services for the year 2011. CTL is proud to offer over 40 qualified and certified individuals, specializing in various transportation testing sub-fields, including: QC/QA construction materials proportioning and evaluation (PCC and HMA Level II IDOT Approved), soils testing (AMRL, ASTM, and IDOT approved), and geotechnical evaluations. CTL's wealth of IDOT and local municipality experience has afforded us an unparalleled working knowledge of IDOT's specifications, reporting, and MISTIC.

With almost a century of heritage, CTL remains "best in class" for QC/QA construction materials inspection, training, and research. We appreciate the opportunity to provide this proposal and look forward to work with you on this project and thank you for your time and consideration

Very truly yours,

CHICAGO TESTING LABORATORY, INC.

Peter Triantafillos, P.E.
Staff Engineer

Christopher Chan, P.E.
Regional Manager

Village of Hinsdale

Chestnut Street Improvements 2011-2012

**QUALITY ASSURANCE (QA)
Material Testing Services
Concrete and Hot Mix Asphalt Materials**

CTL Proposal EG11134R



Chicago Testing Laboratory, Inc.



SUMMARY OF QUALIFICATIONS

I. Background of the Firm

Chicago Testing Laboratory was formed in 1912 to provide consulting engineering and construction materials testing and inspection services to municipalities, government agencies and private clients. Since 1912, the Chicago Testing Laboratory, Inc. has been actively engaged in the research, consulting, testing, and inspection of construction materials. CTL continues to maintain its reputation as a leader in the field of materials testing and inspection, and is used by public agencies and private corporations worldwide for their analysis and testing expertise.

Chicago Testing Laboratory is currently rated by Illinois Department of Transportation's Consultant Services Unit to have a capacity to generate \$10,000,000 per year in transportation project fees and we have the capacity to fulfill this assignment. CTL is prequalified in the areas of Roads and Streets (2), Aeronautical Construction Inspection (49), General Geotechnical Engineering (38), Subsurface Exploration (40), Structure Geotechnical Reports (41), Construction Inspection (49), Quality Assurance Complete (50) and Bituminous Mixture Designs (53).

Chicago Testing Laboratory:

- Is a professional engineering consultant in the state of Illinois, and is prequalified by the Illinois Department of Transportation (IDOT).
- Has provided construction and materials expertise on numerous projects in the Chicago metro area.
- Has worked as a sub-consultant to numerous prime consultants on Illinois DOT and Illinois State Toll Highway Authority (ISTHA) projects, and provides materials inspection for dozens of villages and municipalities.
- Provides construction and materials training to agency, contractor and consultant personnel throughout the United States.

CTL is committed to the principles of quality – from design through the construction. With our independent locations, CTL strives to:

- Ensure customer satisfaction through meaningful process control
- Maintain a high level of Total Quality Management
- Maximize the quality and serviceability of today's construction projects

CTL provides professional engineering services to agencies, contractors, consultants and material producers and supports and works with other associations on issues of common interest. CTL is the sub-consultant to Lake Land College, now for over 10 years, for the IDOT QC/QA certification training held in District One. CTL personnel supply a large portion of the

training for the IDOT, contractor and consultant workforces wanting training and certification in the program. In 1998 Lake Land College, through administering the IDOT QC/QA training program, was the recipient of the *Illinois Community College Board Award for Excellence in Workforce Preparation*. CTL was pleased to be a part of that team.

CTL teaches and develops construction and materials testing training programs, including the IDOT QC/QA certification training courses. Inside and outside of Illinois CTL has taught several courses to various agencies and industry on the proper use of soils, asphalt, concrete, and other construction materials. CTL assisted in the update of the Federal Highway Administration's *Hot Mix Asphalt Construction* training course. The FHWA, state agencies, and construction industry personnel worldwide have used this course to train new and experienced workers in the proper use of road construction materials. CTL also developed the IDOT local agencies training course, and co-developed several other IDOT training programs. Not only are CTL technicians QC/QA certified, but many are also IDOT QC/QA instructors.

CTL research activities have resulted in several ASTM test specifications, including the Abson asphalt recovery test (ASTM D1856) and the Root-Tunnicliff method for evaluating stripping of asphalt mixtures (ASTM D4867). Numerous other special tests and equipment have been developed in connection with special investigations and research studies for various clients and technical societies.

CTL currently operated from three local offices located in Elk Grove Village, Warrenville and Thornton, Illinois. The work for this project will be completed from our Elk Grove Village office. We specialize in the areas of geotechnical engineering and field and laboratory testing of construction materials. CTL maintains a staff of 40 personnel, which includes 4 engineers and 30 technicians, along with administrative support staff. A list of our offices is as follows;

II. List of offices

Chicago Testing Laboratory, Inc.
1348 Ridge Avenue
Elk Grove Village, Illinois 60007
Phone: (847)228-1079 Fax: (847)228-0633

Chicago Testing Laboratory, Inc.
30W114 Butterfield Road.
Warrenville, Illinois 60555
Phone: (630)393-2851 Fax (630)393-2857

Chicago Testing Laboratory, Inc
18000 South Williams St.
Thornton, Illinois 60476
Phone: (708)877-1801 Fax: (708) 877-6926

III. List of Equipments

CTL's laboratories are **IDOT, AASHTO, AMRL, ASTM D3666** approved bituminous and concrete testing facilities, staffed with IDOT QC/QA Certified Technicians. Chicago Testing Laboratory has three IDOT approved laboratories strategically located in District One totaling over 10,000 square feet, available for support on this assignment. All CTL laboratories participate in multiple round robin testing programs, including internal Independent Assurance round robin testing, to ensure the accuracy and precision of all test data. Our Elk Grove Village location is convenient to the project sites for any time sensitive materials or testing needs.

Laboratory Testing Equipments:

- Seven (7) Gyratory Compactors
- Twenty Five (25) Nuclear Density Gauges
- Five (5) Ignition Ovens
- Capacity for 24 Reflux Extractions
- Fifteen (15) Aggregate Shakers with over 200 various size sieves
- Five (5) Concrete Compression Testing Machines
- Capping Compound and Capping Plates
- Curing facilities at each location with capacity for thousands of Concrete Specimens
- Four (4) Triaxial Permeability Apparatus
- Eight(8), 8000 gram scales, Two(2), 2000 gram scales, One(1), 400 gram scale
- 50 Thermometers
- Nine(9) Proctor Molds and hammer
- Hamburg Wheel Tracking Device
- Seven(7) sets of CBR, IBR testing equipments
- One(1) Consolidation machine
- Moisture control room for curing samples

Field Testing Equipments:

- 20 calibrated Pocket Penetrometers
- 2 Roller Meters
- 20 Pressure Air meters
- 20 Portable Concrete Curing Boxes
- 15 Sets of Concrete Slump Tests
- 4 Concrete Coring Machines/Generators
- 20 Concrete Thermometers
- 20 Asphalt Thermometers
- 5 Hand augers
- 2 RIMAC Testing Machines
- 4 Cone Penetrometer
- 2 Dynamic Cone Penetrometer
- 4 Sand Cone Apparatus

Office Equipments:

- 30 Computers
- 4 Fax Machines
- 5 Copiers
- 6 Scanners
- 30 Filing Cabinets
- Digital Phone System
- Wireless networking
- 5 Punch and Binder Machines

In addition, CTL remains capable of providing the following specialty testing:

- High Speed Laser Profiling with our SSI inertial profiler
- Infrared Thermo Camera

PROJECT SPECIFIC EXPERIENCE

CTL has specialized in providing QC/QA Support for over a decade and possesses the experience and expertise to perform beyond expectations for you on this project. The following is a sampling of recent successful projects where CTL has performed tasks similar if not identical to those required for the Quality Control testing under this contract:

180, 147th Street, 155 (Longo) – CTL was selected by IDOT/Longo to provide extensive coring and pavement evaluations on this future interstate reconstruction project. CTL's work on these projects will aid the DOT in designing the projects for future expansion/reconstruction. CTL was selected partially due to our expertise and performance on previous similar projects.

Bishop Ford Freeway (Homer Chastain) – CTL was selected by IDOT to provide coring and pavement evaluation for this future reconstruction project. CTL worked closely with IDOT Materials personnel to ensure superior performance. CTL completed over 110 full depth cores in a few days time, exceeding the DOT's expectations and completing the project under budget.

Edens Expressway Reconstruction (Clark Dietz) major IDOT reconstruction for 2008, CTL was selected based on our previous IDOT experience with Stone Mix Asphalt and project materials. CTL filled the roles of lead technician and quality management support, PCC and HMA, for the DOT through our relationship with the Prime Consultant on this project.

Kennedy Expressway Resurfacing (IDOT) with Stone Matrix Asphalt. CTL filled the role of lead technician on this night time resurfacing project for the Illinois Department of Transportation under contract 138-02. CTL's role included providing Quality Assurance oversight and support directly for the department at the plant and in the field. CTL project feedback/reviews were excellent for this project.

I-55 Reconstruction & Expansion (Gallagher Asphalt) CTL provided all quality control services on this project, including quality control management, laboratory and field technician support on this reconstruction, add lane project. CTL also provided comprehensive smoothness analysis utilizing our inertial profiler to ensure proper pavement smoothness specifications were met.

I-294 ISTHA Reconstruction/Expansion (STV Inc.) and Addition of Pass Through Tolling, Plazas 33, 35, 36, 39 from 180 to 190. CTL performed materials inspection and coordination including soils, asphalt, concrete, and aggregates (on and off site). CTL successfully supported an inexperienced client through all phases of materials and construction inspection, at times providing as many as 8 technicians to cover all the activity on the project site.

I-90 ISTHA Reconstruction/Expansion (MACTEC) and Addition of Pass Through Tolling, Plazas 16 and 19, CTL performed materials coordination and management and inspection including soils, asphalt, concrete, aggregates (on and off site), and structural steel for Bridges.

Dan Ryan Expressway Resurfacing, 31st Street to 67th Street, Steel Slag Polymer Modified Asphalt, CTL was responsible for inspection and documentation of HMA and PCC project materials on this award winning project. CTL was also active in the recent major reconstruction of the Dan Ryan, including inspection and testing on PCC, HMA, and Soils.

Calumet Expressway Resurfacing, 190/94, 157 to 180, Steel Slag SMA, CTL was responsible for inspection and documentation of HMA project materials.

STV Inc. – I-294 ISTHA Reconstruction/Expansion and addition of Pass Through Tolling, Lanes 33, 35, 36 & 39 from 1-88 to 1-90. CTL performed materials inspection and coordination including concrete, soils, asphalt and aggregates (on and off site). CTL successfully supported an inexperienced client through all phases of materials and construction inspection, at times providing as many as 5 technicians to cover all the activity on the project site.

MACTEC – I-90 ISTHA Reconstruction/Expansion and addition of Pass through Tolling, Lanes 16 & 19. CTL performed materials coordination and management and inspection including concrete, soils, asphalt, aggregates (on and off site) and structural steel for Bridges. *CTL was integral in working with the ISTHA, through our client, in ensuring all structural steel manufacturer testing was completed in a timely, efficient fashion even when the Illinois DOT was unable to provide this testing.*

IDOT – **PTB 142-02, 138-02, 128-06, 113-19, etc** as an IDOT consultant providing various/various type inspection and bituminous mixture designs directly for the Illinois DOT. Tasks have included: aggregate plant sampling, testing and inspection, hot mix asphalt plant site and field inspection, Portland cement concrete, precast concrete structure inspection, and other laboratory and field testing, including complex mixture designs (SMA, Fractionated RAP, Sand Mix Leveling, etc). CTL's work resulted in several IDOT policy changes from research and development completed on specialty mixes, including Sand Mix Leveling, Stone Matrix Asphalt, Polymer Mixes and other HMA.

- CTL is providing QA materials testing and inspection services for City of Naperville for last three (3) years. CTL is responsible for documentation of all HMA, PCC, micro-surfacing testing and inspection for the city.
- CTL has provided QA materials testing and inspection services for City of Des Plaines for 2009/2010 MFT and Street Resurfacing projects. CTL was responsible for providing QA management, taking asphalt core samples throughout the city, concrete testing, HMA testing and inspection in field and laboratory and providing geotechnical engineering services.
- CTL has completed its 5th year with Village of Northbrook, providing QC/QA materials testing services similar to the services requested by Village of Hinsdale.

In addition to above mentioned projects, CTL has also successfully completed Quality Control/Quality Assurance material testing for hundreds of MFT Projects in Dolton, Alsip, Palos Hills, Crete, Matteson, Dixmoor, Flossmoor, Riverdale, Lansing, Glenwood, Homewood, Aurora, and Grundy County. CTL was responsible for asphalt and concrete inspection on each of these projects, and continues to be the firm of choice for local QC/QA projects.

FIELD TESTING SERVICES

CTL is aware of the need for constant communication between the Village and the consultant for this project, and our approach for project completion addresses this need. Our recent "Good/ Excellent" and "Good" evaluations for our work done under IDOT, District One Quality Assurance contracts, and our continued selections for IDOT, ISTHA, County, and City projects, reflects our commitment to excellence and our understanding of the communication and commitment required on similar assignment types.

CTL is completely equipped to test and analyze asphalt, concrete, soils, structural steel, and other construction materials. CTL's technicians are certified and skilled in all aspects of field construction testing, from soil density to interstate paving inspection. CTL is qualified in performing geotechnical investigation, evaluation, and report writing in the state of Illinois and has successfully completed numerous projects in the past of various scope and scale.

For projects of this magnitude, CTL typically assigns:

- Project Technicians- for day to day testing and observation activities at the project site, daily reports are completed by the technician and include time on site and a summary of the technician's observations. Reports should be available for review and signing by the client on site representative. Project technicians will be IDOT certified at the following levels depending on project requirements: Level II PCC Technician, Level II HMA Technician.
- Project Manager/Engineer- for review of all technician activities, observations, and reports, and available for support on issues when the technician or client may need it. Responsible as primary contact to coordinate with client, contractors and resident engineer for testing scheduling and other project aspects.
- Secretary- for documentation preparation and submittal to the client and allocated recipients.
- We have the ability to provide back-up equipment within one hour in the event of testing equipment malfunction or failure.
- We have the ability to have multiple nuclear gauges calibrated and available for both the HMA surface and binder mixes.

PROJECT OVERVIEW AND SCOPE

Our scope of work for above mentioned Quality Assurance (QA) project consists of plant, lab and field testing and inspection of concrete and hot mix asphalt. We have provided the cost for plant and field materials testing services based on the minimum testing frequency specified by IDOT. Following is a summary of our involvement on typical QA Materials Testing project:

- I. Subgrade and soils testing-
 - a. Test materials in the laboratory, including proctor testing to determine optimum moisture content and density.
 - b. Verify material compaction and stability through proof rolling and/or density determination of in place materials with recommendations for material removal and replacement or remedial action according to the specifications.
 - c. Complete and submit daily reporting of above observations and test results.
- II. Portland Cement Concrete Testing-
 - a. At the plant – verify that approved PCC mix is batch/produced and test the first truck going out to the job along with plant QC personnel for slump and air content. Perform batch weight calculations based on the batch weight tickets. Collect split aggregate (sand and stone) samples for gradation testing. In circumstances where IDOT has already taken the samples, paperwork for the gradations will be obtained.
 - b. In the field – perform split testing with QC personnel for slump and air content. Cast split cylinder specimens for laboratory compressive strength testing with results to compared with QC's on available.
 - c. Complete and submit daily reporting of above observations and test results.
- III. Hot Mix Asphalt Testing-
 - a. At the plant - verify that approved asphalt material is being produced. Obtain split sample of the aggregate belt and HMA for further testing in CTL lab. In circumstances where IDOT has already taken the samples, paperwork for the gradations will be obtained. Lab tests to be performed consist of; gradation on the belt sample, reflux extraction/gradation to determine AC content, and gyratory analysis (Gmm, Gmb, voids).
 - b. In the field - verify that a proper rolling pattern has been set up and that QC is achieving proper field density. Split HMA acceptance cores will be tested by QA for density comparison with QC once available.
 - c. Complete and submit daily reporting of above observations and test results.

IV. Laboratory Services

- a. Provide compressive strength testing of concrete cylinders
- b. Material tests required for IDOT's Hot-Mix Asphalt (HMA)

Reporting will be completed and forwarded as required by the specifications, in standard IDOT format, with originals kept on file and copies submitted to Client, unless otherwise requested. Testing frequencies and procedures will be according to the project specifications and/or other governing documents, or as agreed with a Village of Hinsdale representative.

UNION AFFILIATIONS

Chicago Testing Laboratory, Inc. technicians have chosen to be represented by the IUOE Local 150 materials testers union. The recent addition of this bargaining agreement is reflected in the pricing and provisions shown in this proposal. CTL recommends using union technicians on all of your projects to eliminate any potential labor disputes or work stoppages. Prevailing wages are required for all area public projects, so why take a chance with using nonunion labor?

ESTIMATED COST

Based on the pay items, quantities provided and anticipated QA testing frequencies, we estimate that a budget of **\$9,862.25** will be sufficient to cover the costs associated with testing and management of the project. CTL will bill only for hours and tests performed. *Only actual time spent on the project will be invoiced at the provided rates.* See attached for itemized breakdown of the cost estimate.

Our unit rates are based on a normal 8-hour workday within the standard working hours of 7:00 am to 5:00 pm, with overtime after 8 hours per day, on Saturday, and outside of standard working hours. Overtime will be invoiced at a rate of 1.4 times the normal hourly rate. Sunday and Holidays will be invoiced at a rate of 2.0 times the normal hourly rate. Project and plant site visits will be subject to a 4 hour minimum.

Technician scheduling is expected to occur by office call or fax before 3:00 pm on the business day prior to the site visit, and should be completed in addition to the onsite technician being notified to ensure scheduling completion. Calls received on the same day may be cause for delay in scheduling and subject to immediate overtime rate for that day. Any changes in technician scheduling not completed 2 hour prior to the shift start will be subject to any applicable project daily minimums.

SCHEDULE OF FEE AND UNIT RATES



Description	Unit Rate (\$/hr or \$/unit)	Hours or Units	Total
Portland Cement Concrete Testing			
PCC I Technician (Field-3 days, 4hr/day)	\$83.00	12	\$ 996.00
PCC II Technician (Plant-1 day, 4hr/day)	\$83.00	4	\$ 332.00
Cylinder Pickup	\$70.00	3	\$ 210.00
Vehicle Charge	\$15.00	7	\$ 105.00
Compressive Strength Cylinder Testing	\$17.00	12	\$ 204.00
Gradation test on split sample	\$100.00	2	\$ 200.00
Project Manager	\$95.00	7	\$ 166.25
Estimated Total for PCC Testing			\$ 2,213.25
Hot Mix Asphalt Testing			
HMA I Technician (Field - 4 days, 4hr/day)	\$83.00	16	\$ 1,328.00
HMA II Technician (Plant - 2 day, 4hr/day)	\$83.00	8	\$ 664.00
Vehicle Charge	\$15.00	6	\$ 90.00
Core Bulk Specific Gravity	\$45.00	20	\$ 900.00
Gradation test on belt split sample	\$100.00	4	\$ 400.00
Asphalt Extraction/Gradation	\$175.00	4	\$ 700.00
Gyratory Analysis (Gmb, Gmm)	\$250.00	4	\$ 1,000.00
Project Manager	\$95.00	6	\$ 142.50
Estimated Total for HMA Testing			\$ 5,224.50
Aggregate Testing			
Engineering Tech (Field - 4 days, 4hr/day)	\$83.00	16	\$ 1,328.00
Vehicle Charge	\$15.00	4	\$ 60.00
Proctor	\$200.00	1	\$ 200.00
Project Manager	\$95.00	4	\$ 95.00
Estimated Total for Aggregate Testing			\$ 1,683.00
Subgrade Inspection			
Engineering Tech (Field - 2 days, 4hr/day)	\$83.00	8	\$ 664.00
Vehicle Charge	\$15.00	2	\$ 30.00
Project Manager	\$95.00	2	\$ 47.50
Estimated Total for Subgrade Inspection			\$ 741.50
Estimated Total for Chestnut Street Improvements 2011-2012			\$ 9,862.25

Note: For work performed after March 1st, 2012, rates are subject to a 4% increase.



Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.CTL1 f 630.393.CTL7
18000 South Williams Street, Thornton, IL 60476 p 708.877.1801 f 708.877.6926
1348 Ridge Avenue, Elk Grove Village, IL 60007 p 847.228.1079 f 847.228.0633
P. O. Box 3395, Joliet, IL 60434 p 630.560.4464 f 630.560.4464

Testing • Inspection • Training • Consulting • Research • Geotechnical

www.chicagotestinglab.com
info@chicagotestinglab.com

ACCEPTANCE

CTL Proposal No. EG11134R

Reference: **Village of Hinsdale
Chestnut Street Improvements 2011-2012**

Estimated Cost **\$9,862.25 (see attached cost estimate sheet)**

Please sign and return this acceptance form as your agreement to proceed with the scope of work as indicated. By signing this form, you agree to remit payment to CTL at the rates listed in the referenced proposal.

Company Name: _____

Contact Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature: _____

Date: _____

DATE: October 17, 2011

REQUEST FOR BOARD ACTION


AGENDA			ORIGINATING	
SECTION NUMBER EPS Agenda			DEPARTMENT Community Development	
ITEM Contract Change Order #3 2011 Resurfacing Program - Brothers Asphalt Paving, Inc.			APPROVAL Dan Deeter Village Engineer	
<p>Staff is recommending approval of the attached change order 3. Due to the addition of portions of Third, Fourth, and Eighth Streets to the project, Brothers Asphalt Paving, Inc. is requesting an extension of the completion date to November 4, 2011.</p> <p>MOTION: To Approve a Resolution for the 2011 Resurfacing Project Construction Contract Change Order Number 3 in the Amount of \$0.00 to Brothers Asphalt Paving, Inc.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On October 17, 2011 the EPS Committee unanimously approved the above motion.				
BOARD ACTION:				

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 2011 Resurfacing Project
Location: Various Streets
Contractor: Brothers Asphalt Paving, Inc.

Change Order No. 3
Contract No. - N/A
Date: 10-17-2011

I. A. Description of Changes Involved:

1. Request to extend the project completion date to November 4, 2011

B. Reason for Change:

1. Village has increase the project scope by adding portions of Third, Fourth, and Eighth Streets.

C. Revision in Contract Price: Total: \$0.00

1. \$ 0.00

II. Adjustments in Contract Price:

1.	Original Contract Price	\$1,312,577.80
2.	Net (addition) (reduction) due to all previous Change Orders Nos. <u>1&2</u>	\$ 259,562.45
3.	Contract Price, not including this Change Order	\$1,572,140.25
4.	(Addition) (Reduction) to Contract Price due to this Change Order	\$ <u>0.00</u>
5.	Contract Price including this Change Order	<u>\$1,572,140.25</u>

Accepted:
Contractor: Brothers Asphalt Paving, Inc.

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the “Village”) and Brothers Asphalt Paving Inc. (“Brothers Paving”) has entered into that certain Contract (the “Contract”) providing for construction of the 2011 Resurfacing Project ; 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Daniel Deeter

2011 Resurfacing

From: Abbeduto, Matt [mabbeduto@hrgreen.com]
Sent: Friday, September 23, 2011 7:37 AM
To: Daniel Deeter; Al Diaz
Cc: Cann, Brent
Subject: FW: Extension Letter
Attachments: Extension Letter 9-22-11.doc

Matt Abbeduto, P.E.
Construction Engineer
HR GREEN, INC.

From: Grace Foss [mailto:bapinc@brothersasphaltpaving.com]
Sent: Thursday, September 22, 2011 1:38 PM
To: Abbeduto, Matt
Subject: Extension Letter

Hi Matt,

Please find attached Extension Letter for your review. Please call our office with any questions.

Thank you,

Grace
Brothers Asphalt Paving, Inc
315 S. Stewart Avenue
Addison, IL 60101
Phone: 630-458-1762
Fax: 630.458.1763
E-Mail: bapinc@brothersasphaltpaving.com

9/29/2011

Brothers Asphalt Paving, Inc.

315 S. Stewart Avenue

Addison, IL 60101

(630) 458-1762 Fax (630) 458-1763

September 22, 2011

Matt Abbeduto, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451

Subject: 2011 Road Program
Village of Hinsdale

Dear Mr. Abbeduto,

Brothers Asphalt Paving, Inc. is requesting an extension for the completion of the 2011 Road Program in the Village of Hinsdale. Additional time is needed to complete this project with the additional work added by the Village. We are asking for an extension date of November 4, 2011. We greatly appreciate your consideration in this matter; please contact me directly at (630) 675-6701 with any questions.

Sincerely,

Nick Colella
President

Daniel Deeter

From: Abbeduto, Matt [mabbeduto@hrgreen.com]
Sent: Friday, September 23, 2011 9:30 AM
To: Daniel Deeter; Al Diaz
Subject: FW: Extension Letter
Attachments: Extension Letter Revised 9-22-11.doc

This one is addressed to Dan

Matt Abbeduto, P.E.
Construction Engineer
HR GREEN, INC.

From: Grace Foss [mailto:bapinc@brothersasphaltpaving.com]
Sent: Friday, September 23, 2011 9:22 AM
To: Abbeduto, Matt
Subject: RE: Extension Letter

Please find attached revised letter. Please call if you have any questions.

Thank you,

Grace
Brothers Asphalt Paving, Inc
315 S. Stewart Avenue
Addison, IL 60101
Phone: 630-458-1762
Fax: 630.458.1763
E-Mail: bapinc@brothersasphaltpaving.com

From: Abbeduto, Matt [mabbeduto@hrgreen.com]
Sent: Friday, September 23, 2011 7:58 AM
To: Grace Foss
Subject: RE: Extension Letter

Please address this letter to Dan Deeter at the Village of Hinsdale and resubmit.

Matt Abbeduto, P.E.
Construction Engineer
HR GREEN, INC.

From: Grace Foss [mailto:bapinc@brothersasphaltpaving.com]
Sent: Thursday, September 22, 2011 1:38 PM
To: Abbeduto, Matt
Subject: Extension Letter

Hi Matt,

Please find attached Extension Letter for your review. Please call our office with any questions.

9/29/2011

Thank you,

Grace

Brothers Asphalt Paving, Inc

315 S. Stewart Avenue

Addison, IL 60101

Phone: 630-458-1762

Fax: 630.458.1763

E-Mail: bapinc@brothersasphaltpaving.com

Brothers Asphalt Paving, Inc.

315 S. Stewart Avenue

Addison, IL 60101

(630) 458-1762 Fax (630) 458-1763

September 22, 2011

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

Subject: 2011 Road Program
Village of Hinsdale

Dear Mr. Deeter,

Brothers Asphalt Paving, Inc. is requesting an extension for the completion of the 2011 Road Program in the Village of Hinsdale. Additional time is needed to complete this project with the additional work added by the Village. We are asking for an extension date of November 4, 2011. We greatly appreciate your consideration in this matter; please contact me directly at (630) 675-6701 with any questions.

Sincerely,

Nick Colella
President

cc: Matt Abbeduto, P.E. Construction Engineer, HR Green Inc.

DATE: October 17, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Contract Change Order #1 2011 Resurfacing Program Construction Observation – HR Green	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 1. Due to the increased scope of the 2011 Resurfacing project, HR Green anticipates conducting more man-days of construction observation than estimated in their initial proposal.


The following is the status of the 2011 budget including this change order:

2011 Resurfacing Budget	\$1,660,000.00
Brothers Asphalt Contract	<u>\$1,312,577.80</u>
Funds Available	\$ 347,422.20

Additional Resurfacing Scope:	\$ 327,298.85
Other resurfacing material changes:	\$ (68,736.40)
First Street Brick Replacement:	\$ 23,100.00
HR Green Scope change order #1:	<u>\$ 29,300.00</u>
Net Changes	\$ 310,962.45

Remaining in the budget	\$ 36,459.75
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MOTION: To Approve a Resolution for the 2011 Resurfacing Project Construction Observation Services Contract Change Order Number 1 in the Amount Not to Exceed \$29,300.00 to HR Green.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the October 17, 2011 EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

RESOLUTION NO. _____

**A RESOLUTION APPROVING CERTAIN
CONTRACT CHANGE ORDER**

WHEREAS, the Village of Hinsdale (the "Village") and HR Green ("HR Green") has entered into that certain Contract (the "Contract") providing for the 2011 Resurfacing Project Construction Observation Services; 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project: 2011 Resurfacing Project Construction Observation
Location: Various Streets
Contractor: HR Green

Change Order No. 1
Contract No. - N/A
Date: 10-17-2011

- I. A. Description of Changes Involved: Additional construction observation.
- B. Reason for Change:
Village increase in scope of work to include portions of Third, Fourth, and Eighth Streets.
- C. Revision in Contract Price: Total: Addition \$29,300.00

II. Adjustments in Contract Price:

- | | | |
|----|--|----------------------------|
| 1. | Original Contract Price | \$ 89,530.00 |
| 2. | Net (addition) (reduction) due to all previous Change Orders Nos. _____ | \$ 0.00 |
| 3. | Contract Price, not including this Change Order | \$ 89,530.00 |
| 4. | (Addition) (Reduction) to Contract Price due to this Change Order | <u>\$ 29,300.00</u> |
| 5. | Contract Price including this Change Order | <u><u>\$118,830.00</u></u> |

Accepted:
Contractor: HR Green

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date



**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1A**

THIS AMENDMENT, made this 3rd day of October, 2011 by and between, Village of Hinsdale the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Village of Hinsdale – 2011 Resurfacing Project

COMPANY Project Number: 87100432

hereby amends the original Professional Services Agreement dated December 29, 2010 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

As agreed to in Change Order Number 1 dated August 16, 2011 between the CLIENT and Brothers Asphalt Paving, Inc., additional construction improvements have been added to the original scope of work. This work includes Surface Asphalt Removal and Replacement, Concrete Curb and Gutter Removal and Replacement, Concrete Sidewalk Removal and Replacement, Class D Patching and Traffic Control in the following areas:

- Third Street between Elm and Oak
- Third Street between Garfield and Park
- Fourth Street between Elm and Oak
- Fourth Street between Oak and County Line Road; and

Portland Cement Concrete Street Patching in the following area:

- Eighth Street between Elm and County Line Road.

Construction Observation Services including onsite observation, administrative tasks and budget / schedule management have been requested by the CLIENT associated with the above work, which is outside the original contract scope of services and the revised agreed to construction schedule. COMPANY shall provide these services full-time and are based on an estimated additional 30 working days to complete the total construction work.

The original project contract dated December 29, 2010 provided Construction Observation services for an estimated 35 working days based on the initial scope of work. With the additional 30 working days, which includes the above stated scope of services, and the original 35 working days provided in the contract, a total of 65 working days of Construction Observation is anticipated to be required by COMPANY based upon the current construction schedule.

In consideration for these services (Amendment No 1A), the CLIENT AGREES to increase the payment for services performed by COMPANY on the following basis:

- ☒ Time and Materials Not to Exceed Twenty-Nine Thousand Three Hundred Dollars.
(\$ 29,300.00).

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is One Hundred Eighteen Thousand Eight Hundred Thirty Dollars (\$ 118,830.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

Village of Hinsdale

By: Dan Deeter, P.E., Village Engineer

Date

HR Green, Inc.

By: Brent D. Cann, P.E.

Approved by: T. Scott Creech, P.E.
Site Manager

Date: 10-3-11

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**HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1A**

THIS AMENDMENT, made this 3rd day of October, 2011 by and between, Village of Hinsdale the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

Village of Hinsdale – 2011 Resurfacing Project

COMPANY Project Number: 87100432

hereby amends the original Professional Services Agreement dated December 29, 2010 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

As agreed to in Change Order Number 1 dated August 16, 2011 between the CLIENT and Brothers Asphalt Paving, Inc., additional construction improvements have been added to the original scope of work. This work includes Surface Asphalt Removal and Replacement, Concrete Curb and Gutter Removal and Replacement, Concrete Sidewalk Removal and Replacement, Class D Patching and Traffic Control in the following areas:

- Third Street between Elm and Oak
- Third Street between Garfield and Park
- Fourth Street between Elm and Oak
- Fourth Street between Oak and County Line Road; and

Portland Cement Concrete Street Patching in the following area:

- Eighth Street between Elm and County Line Road.

Construction Observation Services including onsite observation, administrative tasks and budget / schedule management have been requested by the CLIENT associated with the above work, which is outside the original contract scope of services and the revised agreed to construction schedule. COMPANY shall provide these services full-time and are based on an estimated additional 30 working days to complete the total construction work.

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In consideration for these services (Amendment No 1A), the CLIENT AGREES to increase the payment for services performed by COMPANY on the following basis:

- ☒ Time and Materials Not to Exceed Twenty-Nine Thousand Three Hundred Dollars.
(\$ 29,300.00).

HRGreen.com

Phone 815.462.9324 Fax 815.462.9328 Toll Free 800.728.7805
323 Alana Drive, New Lenox, Illinois 60451

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is One Hundred Eighteen Thousand Eight Hundred Thirty Dollars (\$ 118,830.00).

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

Village of Hinsdale

HR Green, Inc.

By: Dan Deeter, P.E., Village Engineer

By: Brent D. Cann, P.E.


Date

Approved by: T. Scott Creech, P.E.
Site Manager

Date: 10-3-11

\\hrgnls\data\87100432\Proposals\saA1-091911-HR_Green_Amendment_to_Professional_Services_Agreement.docx

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES			
ITEM CBD SIDEWALK SHOVELING	APPROVAL			
<p>There is \$9,000.00 budgeted in Roadway Services for the service of snow removal on sidewalks in the Central Business District in the event of a measurable snow event of over two inches. Staff received 4 quotes for this service, which was utilized 7 times in FY 2010-11. The low bidder for this service was Tovar Snow Professionals, Inc., with a quote of \$675.00 per event. Quotes received are attached.</p> <p>Public Services staff would like to recommend to Committee that Tovar Snow Professionals, Inc., be utilized for the service of snow removal on sidewalks in the CBD in the event of a measurable snow of over two inches, and if Committee concurs the following motion would be appropriate:</p> <p>MOTION: To award the service of snow removal on sidewalks in the Central Business District to Tovar Snow Professionals, Inc., in the amount of \$675.00 per event, not to exceed the budgeted amount of \$9,000.00 without prior approval from the Village Manager.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S 
<p>COMMITTEE ACTION:</p> <p>At the October 17, 2011 EPS meeting, the Committee unanimously moved to approve the above motion.</p>				
<p>BOARD ACTION:</p>				

MEMORANDUM

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE
FROM: GEORGE FRANCO
SUBJECT: BUSINESS DISTRICT SNOW REMOVAL
DATE: 10/10/11

Staff would like direction from Committee regarding snow removal in front of storefronts within the Central Business District in the event of a measurable snow of over two inches. Last year, Fuller's Service Center was the lowest bidder for this service in the amount of \$950.00 per event, which was utilized 7 times during the season. Staff has solicited quotes for this service, which are listed below.

Fuller's Service Center	\$950.00 per event
Snow Systems, Inc	No Bid
Greentouch Landscaping	\$1,950.00 per 2"-4" storm
A & B Landscaping	\$900.00 per event
Tovar Snow Professionals, Inc	\$675.00 per event

cc: Dave Cook, President Cauley, and Board of Trustees



195 Penny Avenue
East Dundee, IL 60118
Phone (847) 695-0080
Fax (847) 695-0417
www.TovarSnow.com

SHOVEL ONLY
PER OCCURRENCE PROPOSAL
FOR
SNOW & ICE MANAGEMENT SERVICES

AT:
Village of Hinsdale
Central Business District
Hinsdale, IL 60521

SUBMITTED TO:
Village of Hinsdale
Attention: Tom Bueser
19 E. Chicago Avenue
Hinsdale, IL 60521

Initials____/____

SNOW AND ICE MANAGEMENT SERVICES AGREEMENT

This **Snow and Ice Management Services Agreement** (this "Agreement") is hereby made effective as of the date last written below (the "Effective Date") by and between **Tovar Snow Professionals, Inc.** ("Contractor") and the undersigned owner or owner's agent (collectively the "Owner") of the premises located at:

Village of Hinsdale
Central Business District
Hinsdale, IL 60521

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Term. This contract shall commence on the Effective Date and shall continue thereafter for a term of up through and including (check one box):

<input type="checkbox"/> April 15, 2012 <input type="checkbox"/>	<input type="checkbox"/> April 15, 2013 <input type="checkbox"/>	<input type="checkbox"/> April 15, 2014 <input type="checkbox"/>
---	---	---

provided, however, that the Contractor will be obligated to perform Services (as defined below) during only a part or parts of the term, as follows: (a) if the term expires on April 15, 2012 the Contractor will be responsible for providing Services from November 15, 2011 through April 15, 2012 (b) if the term expires on April 15, 2013 the Contractor will be responsible for providing Services from November 15, 2011 through April 15, 2012 and November 15, 2012 through April 15, 2013 and (c) if the term expires on April 15, 2014 the Contractor will be responsible for providing Services from November 15, 2011 through April 15, 2012 November 15, 2012 through April 15, 2013 and November 15, 2013 through April 15, 2014 further provided, however, that if the Owner requests and the Contractor accepts to perform Services outside of the service periods set forth above, such Services shall otherwise be governed by the terms and conditions of this Agreement.

2. Scope of Services.

A. Snow and Ice Maintenance Program Services. During the period of November 15th to April 15th (the "Season"), through the Term, Contractor shall perform the Snow and Ice Maintenance Program Services set forth in this Section 2 (the "Program Services") as weather conditions warrant and as transportation conditions and conditions of the Premises permit, and as Contractor in its sole and absolute discretion deems appropriate to the then-applicable weather conditions.

- (i) Location of Program Services. Contractor's duties to perform Program Services shall be limited to, and all Program Services shall be exclusively conducted on, the Premises.

Initials _____ / _____

(ii) Removal of Snowfall. Contractor agrees to remove all snowfall accumulations from the agreed sidewalks of the Premises. Contractor shall use whatever method it determines in its sole and absolute discretion to be the most appropriate method to clear any such snow accumulation. In most cases, a one inch (1") snow accumulation will be cleared by shoveling, but depending on timing and weather conditions, a series of chemical applications may be used. Likewise, a snow accumulation of less than one inch (1") will typically be cleared with a chemical application, but the Contractor may elect to clear such snow accumulation with shoveling if weather conditions dictate. Contractor has sole and absolute discretion to conduct snow removal as often as Contractor deems necessary during and after business hours.

(iii) Chemicals. When Contractor clears accumulation of snowfall by shoveling, Contractor will apply appropriate and industry standard chemical applications to such cleared area to prevent formation of ice.

(iv) Icy Conditions. Contractor shall treat icy conditions on the agreed sidewalks of the Premises using appropriate and industry standard chemical applications.

(v) Business Hours. During those periods when any snowfall or icy precipitation occur during business hours, Contractor will use its best efforts to ensure that the main sidewalk paths of the Premises remain clear of snow and ice. Any such work conducted during Business Hours will vary widely based on weather conditions. In the event that multiple visits by Contractor are necessary to remove snowfall that accumulates during the hours of operations of the Premises, fees shall be incurred as set forth in Section 3.

(vi) After Hours. Contractor will, at its discretion, return to the Premises After Hours to remove snow or ice that accumulated during Business Hours, or to remove any new snow or ice. Additional fees shall be incurred as set forth in Section 3.

(vii) Obstructions. Contractor is not responsible for shoveling areas that are blocked by parked cars, locked gates or other obstructions. Contractor will, however, make reasonable efforts to clear between and around any such obstructions. In the event any such Obstruction results in any additional visits being necessary to complete Contractor's duties hereunder (e.g., after obstructions have been moved), additional fees shall be incurred as set forth in Section 3.

(viii) Extreme Conditions. Snow accumulations of over eight inches (8") may require use of additional or specialized equipment to remove snow accumulations from the Premises. The Owner agrees to allow Contractor to bring in such equipment as needed in the Contractor's sole and absolute discretion to assist in the clearing of such accumulated snow. Fees for snow and ice removal during Extreme Conditions shall be incurred as set forth in Section 3.

B. Excavation Services. The trucking of snow off of the Premises or the movement of snow within the Premises (e.g., moving snow or stacking snow piles) and Contractor's use of loaders to pile snow during snowstorms (or after several successive snowstorms) where there is accumulation of six inches (6") or more of snow ("Excavation Services") is excluded from the Program Services. To request Excavation Services, the Owner must specifically request and authorize the Contractor to conduct Excavation Services. Additional fees for Excavation Services shall be incurred as set forth in Section 3.

Initials _____/_____

3. Fees.

A. Program Services. Owners shall pay Contractor in accordance with the invoicing method set forth in Section 4 for Contractor's performance of the Program Services during the Season based upon the fee schedule set forth below:

Village of Hinsdale
Central Business District
Hinsdale, IL 60521

Program Service:	November 15, 2011 Through April 15, 2012	November 15, 2012 Through April 15, 2013	November 15, 2013 Through April 15, 2014
SHOVELING:			
Shoveling per Occurrence:	\$675.00	\$689.00	\$703.00
CHEMICAL APPLICATION:			
Sidewalk Ice Melt (per app):	\$695.00	\$709.00	\$723.00

Hourly Services. Hourly Services will be invoiced for any work performed outside of scope per customer request.

Hourly Service	Fee Per Hour
Truck with 6.5'-7' Blade:	\$65.00
Truck with 7.5'-8' Blade:	\$89.00
Truck with 8.5'-9' Blade:	\$95.00
Truck with 9' -11' Blade:	\$115.00
Six Wheel Dump Truck:	\$98.00
Semi Dump Truck:	\$110.00
Skid Steer Front Loader (1 yd bucket):	\$105.00
Front End Loader (2 yd bucket):	\$175.00
Large Wheel Loader (3 yd bucket):	\$198.00
10-14 ft. Box Plow/Capture Blade:	\$40.00
18-20 ft. Box Plow/Capture Blade :	\$80.00
Snow Blower:	\$30.00
ATV:	\$25.00
Laborer:	\$32.00
Enviro-Salt (per acre applied):	\$125.00
Sidewalk Ice Melt (per bag applied):	\$35.00

B. Multiple Visits. In the event Multiple visits to the Premises are required to clear snow accumulations, whether pursuant to Section 2 (A) (v) or Section 2 (A) (vi), or otherwise, Owner shall pay Contractor the rate set forth in Section 3 (A) for each visit to the Premises.

C. Snowfall Totals. Snowfall totals will be determined by a Consulting Certified Meteorologist. The information will come from the closest reporting city, within 7 miles of the contracted facility.

D. Gas and Oil Price Escalation. Contractor's proposal is based on the average daily price for diesel gasoline not exceeding \$5.00 per gallon as determined by the Department of Energy ("DOE") National Mid-West Average Price of Fuel. (All DOE prices include taxes and the National Mid-West Average Price of Fuel is generally updated and available after 4:00 pm each Monday on the DOE website at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>.) In the event that the National Mid-West Average Price of Fuel for diesel gasoline increases to more than \$5.00 per gallon, the fees set forth in Section 3 (A), shall automatically increase by an additional three percent (3%).

Initials _____ / _____

4. Billing.

A. Invoicing. Contractor will submit invoices to the Owner for Program Services upon completion of any Program Service. Payment on all invoices are due within ten (10) days of the date of Receipt of the Invoice. Receipt of the Invoice shall be defined as the date three days from the date of mailing of the invoice by the Contractor to the Owner. All amounts which remain unpaid twenty (20) days following the Receipt of Invoice shall bear interest at the lesser of fifteen percent (15%) or the maximum rate allowable by law. The Owner agrees that any invoiced amount must be disputed within fifteen (15) days of the date of Receipt of the Invoice (the "Dispute Period") by providing written notice of such dispute to Contractor before the expiration of the Dispute Period. Any right to dispute any such invoiced amount after the expiration of Dispute Period shall be deemed waived.

B. Payments. We accept company checks, electronic payments, and credit cards (Visa or MasterCard). There will be a 2% surcharge on all credit card payments.

C. Termination of Services. If the Owner's account is past due, Contractor may, with 24 hour notice, suspend its obligation to perform Program Services until Contractor receives payment in full of all amounts past due and owing (including interest) from the Owner. In the alternative, Contractor may, by providing written notice to the Owner, terminate this Agreement. In the event of any such termination, the Owner shall remain fully responsible for all amounts otherwise due hereunder. During the period of such suspension or following such termination by Contractor, the Owner agrees and understands that Contractor will not be liable for any costs or damages, including but not limited to consequential damages, to the Owner or any other party that may arise from or be related to such a suspension or termination of Program Services. The Owner agrees to pay all reasonable attorneys' fees and all other costs incurred by Contractor to collect past due amounts and interest thereon, and to take any court action, whether in equity or in law, to enforce this agreement.

5. Independent Contractor. Contractor shall perform the Program Services as an independent contractor and not as an employee of the Owner.

6. Insurance. Contractor will maintain workers compensation, automotive and general liability insurance in commercially reasonable coverage amounts. Contractor will provide the Owner evidence of such insurance before upon request of the Owner.

7. Turf Repair. In the event that Contractor damages any turf by snow plowing, Contractor will re-seed the damaged turf in the Spring season following the Season in which the damage occurred.

8. Property Damage. The Owner will report in writing any property damage caused by Contractor within forty-eight (48) hours of becoming aware of such damages. Contractor will repair any timely and properly reported property damage in the Spring season following the Season in which the property damage occurred. Notwithstanding anything herein to the contrary, Contractor will have no obligation, and the Owner waives any damages for, any property damages not timely and properly reported.

9. Limitation of Liability. Contractor will exercise reasonable care to avoid damage to pavements, curbs, trees and shrubs. Under no circumstances shall Contractor be responsible or liable for:

- A. damage to landscaping caused by the piling of snow or the spreading of the chemicals described in this Agreement;
- B. damage to items that are snow-covered or not visible;
- C. damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation;
- D. personal injuries resulting from slip and fall accidents; or
- E. Acts of God, including but not limited to extraordinary weather conditions.

Initials____/____

10. Indemnification. The Owner shall indemnify, defend and hold harmless Contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorney's fees, costs and expenses which Contractor incurs as a result of a claim or claims brought by the Owner or any third party, arising out of any alleged or actual wrongdoing, negligence, breach of contract, or Act of God (including but not limited to extraordinary weather conditions) that is related in any manner whatsoever, to the Premises or the Owner's involvement with the Premises or the Program Services, including but not limited to personal injuries resulting from slip and fall accidents.

11. Owner Obligations.

A. Access to Premises. The Owner will provide Contractor with access to the Premises sufficient to perform the Program Services.

B. Incidents on Premises. For any and all actual or alleged incidents resulting in potential or apparent injury or damage, the Owner will notify Contractor promptly and assist in obtaining details and information required for Contractor's preparation of a defense. The Owner agrees that if the Owner fails to so promptly notify and assist Contractor, the Owner will indemnify, defend and hold harmless Contractor for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from any such incident.

12. Notices. All notices required or allowed to be given hereunder shall be in writing and delivered via U.S. Certified Mail. All such notices shall be deemed to have been duly given when received. All such notices shall be mailed to the address of the party as set forth on the signature page hereof, or to such other address as either party may furnish to the other in writing in accordance with this Section 12.

13. Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to either party. The Owner's fee and indemnification obligations shall survive any termination of this Agreement.

14. Miscellaneous.

A. Authority. Any individual who signs this Agreement on behalf of Contractor or the Owner represents, promises and guarantees that such individual is fully authorized to execute this Agreement on behalf of either Contractor or the Owner, as the case may be. In the case of an agent of the Owner, such agent represents, promises and guarantees that such agent is fully authorized to execute this Agreement on behalf of the Owner.

B. Severability. If any provision of this Agreement shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Agreement, which shall be constructed, reformed and enforced to affect the purposes of this Agreement to the fullest extent permitted by law.

C. Conflict. In the event that any of the terms of this Agreement conflict with the terms of any other agreement entered into between the parties hereto with respect to the provisions of the Program Services, the terms of this Agreement shall govern, unless such other agreement specifically references and modifies the terms of this Agreement.

D. Other. This Agreement:

(i) shall be governed by and constructed under the laws of the State of Illinois, without application of principals of conflicts of law;

(ii) shall constitute the entire agreement if the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understands, courses of dealing, agreements, contracts and the like between the parties in such respect;

Initials _____/_____

(iii) may be amended, modified or terminated, and any right under this Agreement may be waived in whole or in part, only by a writing signed by both parties;

(iv) contains headings only for convenience, which headings do not form part of, and shall not be used in construction of, the Agreement; and

(v) shall bind and inure to the benefit of the parties and their respective legal representatives and assigns.


15. **Capacity.** THIS CONTRACT IS SUBJECT TO CONTRACTOR'S ACCEPTANCE AT THE TIME CONTRACTOR RECEIVES THE EXECUTED CONTRACT FROM THE OWNER. IF, AT THAT TIME, THE CONTRACTOR DOES NOT HAVE ANY REMAINING CAPACITY TO PERFORM THE PROGRAM SERVICES, OR, IF FOR ANY OTHER REASON, CONTRACTOR DOES NOT DESIRE TO ACCEPT THIS CONTRACT, CONTRACTOR, IN ITS SOLE AND ABSOLUTE DISCRETION MAY NOT ACCEPT THIS CONTRACT UPON NOTICE TO THE OWNER. CONTRACTOR TYPICALLY PRE-BOOKS ALL WORK BY OCTOBER 1ST OF THE SAID YEAR.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of this _____ day of _____, 20____.

CONTRACTOR: TOVAR SNOW PROFESSIONALS, INC., an Illinois corporation Date: _____ By: _____ Print Name: Shane Butts Regional Account Executive 31W377 Spaulding Road Elgin, IL 60120	Remit To: 39859 Treasury Center Chicago, IL 60694-9800 Emergency Contact Information: TSP 24 Hour Office (847) 695-0080
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Owner or Owner's Agent: Check one: Owner's Agent <input type="checkbox"/> Owner or <input type="checkbox"/> (Name of Owner): _____ Date: _____ By: _____ Print Name: _____ Print Title: _____ Phone: _____ Email: _____	Accounting Notes Billing Address: _____ _____ _____ AP Information: AP Contact: _____ AP Phone: _____ AP Fax: _____ AP Email: _____ Purchase Order: Required _____ Not Required _____ PO #: _____ PO Procedure: _____
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Initials _____ / _____

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED Darrell Langlois Assistant Village Manager/Director of Finance	
<p>At the meeting of October 24, 2011 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of October 01, 2011 through October 14, 2011 in the aggregate amount of \$1,673,111.60 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:			
BOARD ACTION:			

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1510

FOR PERIOD October 1, 2011 through October 14, 2011

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,673,111.60 has been reviewed and approved by the below named officials.

APPROVED BY  DATE _____
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 10/20/11
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1510
Summary By Fund**

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	243,641.57	-	-	243,641.57
Motor Fuel Tax Fund	23000	15,043.75	-	-	15,043.75
Capital Project Fund	95000	323,092.81	-	-	323,092.81
Water & Sewer Operations	61061	220,627.13	-	-	220,627.13
Water & Sewer Capital	61062	470,746.56	-	-	470,746.56
Firefighter's Pension Fund	71200	-	78,035.00	-	78,035.00
Escrow Funds	72100	71,877.50	-	-	71,877.50
Payroll Revolving Fund	79000	8,842.79	-	241,204.49	250,047.28
Total		1,353,872.11	78,035.00	241,204.49	1,673,111.60

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
AFLAC-FLEXONE		
62174 AFLAC SLAC	1014110000000000	204.90
62175 AFLAC OTHER	1014110000000000	264.33
62176 ALFAC OTHER	1014110000000000	280.87
	CHECK NO. 87951	750.10
COLONIAL LIFE PROCCESING		
62166 COLONIAL OTHER	1014110000000000	27.63
62167 COLONIAL S L A C	1014110000000000	54.33
	CHECK NO. 87952	81.96
GFOA		
62306 CERTIFICATE APPLICATION	435	435.00
	CHECK NO. 87953	435.00
ILLINOIS FRATERNAL ORDER		
62169 UNION DUES	1014110000000000	731.00
	CHECK NO. 87954	731.00
JOHN BURNS CONSTRUCTION		
62304 RETAINAGE VEECK PARK	CHG ORDER #1-5	15000.00
	CHECK NO. 87955	15000.00
LSNB AS TRUSTEE FOR POST		
62177 PEHPPD	1014110000000000	574.10
62178 PEHP REGULAR	1014110000000000	2234.64
	CHECK NO. 87956	2808.74
MCELROY, TIM		
62305 CONFERENCE	43000-10/11	430.00
	CHECK NO. 87957	430.00
NATIONWIDE RETIREMENT SOL		
62170 USCM/PEBSO	1014110000000000	1695.00
	CHECK NO. 87958	1695.00
NCPERS GRP LIFE INS#3105		
62168 LIFE INS	1014110000000000	240.00
	CHECK NO. 87959	240.00
SAMS CLUB		
62302 POLICE TV	000000	728.00
62303 COFFEE/SNACK SUPPLIES	9108/5278	157.01
	CHECK NO. 87960	885.01
STATE DISBURSEMENT UNIT		
62179 CHILD SUPPORT	1014110000000000	1411.38

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STATE DISBURSEMENT UNIT	CHECK NO. 87961		1411.38
STATE DISBURSEMENT UNIT			
62180 CHILD SUPPORT	1014110000000000	313.21	
	CHECK NO. 87962		313.21
VILLAGE OF HINSDALE			
62171 MEDICAL REIMBURSEMENT	1014110000000000	190.00	
62172 MEDICAL REIMBURSEMENT	1014110000000000	521.42	
62173 DEP CARE REIMB.F/P	1014110000000000	99.98	
	CHECK NO. 87963		811.40
ABC COMMERCIAL MAINT SERV			
62106 KLM CLEANING	048	1924.00	
	CHECK NO. 87964		1924.00
ADT SECURITY SERVICES INC			
62064 RECURRING SERVICE	55145120	579.95	
	CHECK NO. 87965		579.95
ALL PRO CONSTRUCTION SERV			
62079 CONT BD/414 MILLS ST	19966	500.00	
	CHECK NO. 87966		500.00
ALLIED WASTE SERVICES 551			
61990 ROLL OFFS	0551008847040	312.66	
62152 TICKETS	0551008937529	1300.00	
	CHECK NO. 87967		1612.66
ALTER, LAURA & SCOTT			
62088 CONT BF/211 E FOURTH	19928	500.00	
	CHECK NO. 87968		500.00
AMERICAN COMPUTER & COMM			
62008 JULIE PRINTER REPAIRED	26817	184.00	
	CHECK NO. 87969		184.00
AMERICAN MESSAGING			
62012 PAGERS	U1153710LI	307.17	
62100 PAGERS	U1153710LJ	122.33	
	CHECK NO. 87970		429.50
AMERICAN PLANNING ASSOC			
61979 MEMBERSHIP	121186110928	313.00	
	CHECK NO. 87971		313.00

PAYEE	VOU.	DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ANDRES MEDICAL BILLING LT					
62021	SEPTEMBER CHARGES	28976		1722.79	
62268	MEDICARE FEE	29023		505.00	
62364	JULY CHARGES	28738		2351.14	
		CHECK NO.	87972		4578.93
ASPEN VALLEY LANDSCAPE					
62379	MULCH	25876		470.00	
		CHECK NO.	87973		470.00
BACKYARD IMAGES					
62084	CONT BD/724 S GARFIELD	20342		500.00	
		CHECK NO.	87974		500.00
BAIRD & WARNER					
62117	KLM REFUND	EN110909/19710		500.00	
		CHECK NO.	87975		500.00
BANNERVILLE USA					
61931	FEST BANNERS	13855		200.00	
		CHECK NO.	87976		200.00
BEYOND EVENTS					
62281	CATER REFUND	EN110930/20287		300.00	
		CHECK NO.	87977		300.00
BLUE CROSS BLUE SHIELD					
62029	REFUND OVERPAYMENT	111295		86.01	
62030	OVERPAYMENT REFUND	110156		124.57	
		CHECK NO.	87978		210.58
BONO CSR KATHLEEN W.					
62014	PLAN COMMISSION	5564-A-22-11		167.44	
62015	PLAN COMMISSION	5564-A-11-11		396.56	
		CHECK NO.	87979		564.00
BRETT EQUIPMENT					
62006	BULBS	203031		161.79	
62011	BULBS	203192		34.41	
		CHECK NO.	87980		196.20
BROTHERS ASPHALT PAVING					
62019	2011 RESURFACING	4760		697115.88	
		CHECK NO.	87981		697115.88
CABELAS MKTG & BRAND INC					
62007	WADERS/GLOVES	59660		238.92	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CABELAS MKTG & BRAND INC	CHECK NO. 87982		238.92
CAHILL BUILDING & RESTORA 61983 KLM, GUTTER REPAIR	6800-09/11 CHECK NO. 87983	6800.00	6800.00
CALLARMAN, DENISE 62122 KLM REFUND	EN110924/20224 CHECK NO. 87984	500.00	500.00
CARROT-TOP INDUSTRIES, IN 61977 6/11 FLAGS	11119823 CHECK NO. 87985	509.33	509.33
CASE LOTS INC 61950 PAPER GOODS 62067 PAPER GOODS 62370 PAPER GOODS	035055 035153 035323/359 CHECK NO. 87986	157.50 316.30 965.25	1439.05
CDW-GOVERNMENT INC. 62113 HP 72 62131 MONITOR 62394 THINK CENTRE 62395 SERVERS	ZVH3659 ZVB4575 ZZH9386 ZZK1343 CHECK NO. 87987	59.44 135.79 783.99 2073.33	3052.55
CENTRAL BLACKTOP CO INC. 62362 RETAINAGE PD FINAL	5 CHECK NO. 87988	36838.75	36838.75
CHICAGO CHAIN & TRANSMISS 62033 FLANGE	207689 CHECK NO. 87989	107.43	107.43
CHICAGO INTERNATIONAL 61937 BLOWER 61938 KIT	10028828 13008073 CHECK NO. 87990	262.47 847.75	1110.22
CINTAS 61973 RUGS TOWELS ETC 62063 RUGS TOWELS ETC 62285 RUGS TOWELS ETC	769675619 769679023 769682584 CHECK NO. 87991	230.81 160.31 230.81	621.93

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
CIT TECNOLOGY FIN SERV IN		
62022 ALARM	20099446	152.50
	CHECK NO. 87992	152.50
CLARENDON HILLS PARK DIST		
62112 COOP	41600	416.00
	CHECK NO. 87993	416.00
CLARK DIETZ ENGINEERS		
62017 CHESTNUT STREET	409293	10140.68
62264 OAK STREET BRIDGE	#9	34284.46
	CHECK NO. 87994	44425.14
CLARK, STEPHEN		
62119 KLM REFUND	EN110917/20273	250.00
	CHECK NO. 87995	250.00
CLASSIC LANDSCAPE LTD		
62153 LANDSCAPING	73902	11018.00
	CHECK NO. 87996	11018.00
CLOWNING AROUND ENTERTNMT		
61947 DEPOSIT AM POLAR EXPRESS	22932	299.00
	CHECK NO. 87997	299.00
COFFEE, CAROLYN		
62118 KLM REFUND	EN110910/20202	500.00
	CHECK NO. 87998	500.00
COLLEGE OF DUPAGE		
61976 CLASS	0378210	295.00
	CHECK NO. 87999	295.00
COLLEY ELEVATOR COMPANY		
61980 ELEVATOR REPAIRS	107590	365.00
62004 MAINTENANCE	107533	100.00
	CHECK NO. 88000	465.00
COLLINS-SARSFIELD CONSTRU		
62276 CONT BD/206 S MONROE	20162	2500.00
	CHECK NO. 88001	2500.00
COMCAST		
62102 POOL	0037136-10/11	125.00
62291 WP/PW CABLE	0036815-10/11	99.95
62292 VILLAGE HALL CABLE	0036757-10/11	160.00
62293 PD/FD CABLE	0036781-10/11	160.00

VOU.	DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMCAST				
62294	KLM CABLE	0036807-10/11	95.00	
		CHECK NO. 88002		639.95
COMED				
62053	SYMONDS	1653148069-09/11	37.69	
62054	SPINNING WHEEL	1131101044-09/11	880.38	
62055	WASHINGTON PKG LOT	2838114008-09/11	17.07	
62056	UNIGLY THURSDAY	6583006139-09/11	18.01	
62057	ELEANOR PARK	0075151076-09/11	231.28	
62058	314 SYMONDS	0417073048-09/11	106.95	
62059	57TH STREET	0015093062-09/11	172.22	
62060	SALT CREEK	1917116003-09/11	25.72	
		CHECK NO. 88003		1489.32
CONCRETE CLINIC				
62110	GENERATOR	199349	972.99	
		CHECK NO. 88004		972.99
CONSERV FS				
61952	SALT	1502194	1517.11	
61958	ICE MELT	0270055	1462.11	
		CHECK NO. 88005		2979.22
CONSTRUCTION MNGE CORP				
62091	CONT BD/550 CHANTICLEER L 19976		500.00	
		CHECK NO. 88006		500.00
COOK COUNTY TREASURER				
62393	TRAFFIC SIGNAL	EMIM2011	24.00	
		CHECK NO. 88007		24.00
COPP, LINDA				
62400	FALL FEST REIMBURSEMENT	59988	96.82	
		CHECK NO. 88008		96.82
COURTNEYS SAFETY LANE				
62044	INSPECTION	10941576751	32.00	
62045	INSPECTION	10941576710	32.00	
		CHECK NO. 88009		64.00
CURRENT TECHNOLOGIES				
62369	IT CONSULTANT	707900	978.75	
		CHECK NO. 88010		978.75
CURRIE MOTORS				
62158	F250	CEA16276	24706.00	

PAYEE	VOU.	DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CURRIE MOTORS			CHECK NO. 88011		24706.00
DANMAR					
61929	CUSTODIAL SERVICES	18065		4214.00	
		CHECK NO. 88012			4214.00
DARLING/TORVAC					
61984	GREASE TRAP CLEANING	123293/2/1		409.00	
		CHECK NO. 88013			409.00
DAVE SOLTWISCH PLUMBING					
62160	REPAIRS	43697		913.00	
		CHECK NO. 88014			913.00
DEJANA INDUSTRIES INC.					
61993	STREET SWEEPING	3191/3201/3213		809.25	
62402	STREET SWEEPING	45212		1310.20	
		CHECK NO. 88015			2119.45
DESIGNED COMPANIES INC					
62085	CONT BD/414 E HICKORY	20345		500.00	
		CHECK NO. 88016			500.00
DISPOSALL WASTE SERVICES					
61943	DUMPSTERS	22528		411.50	
		CHECK NO. 88017			411.50
DOCU-SHRED, INC.					
61925	SHREDDING	26377		60.00	
		CHECK NO. 88018			60.00
DUNCAN PARKING TECH, INC					
61934	CODE KEY	006092		80.75	
62357	LEASE CHARGES	006295		1500.00	
		CHECK NO. 88019			1580.75
DUPAGE ANIMAL CONTROL					
62003	ANIMAL CONTROL	30317066		40.00	
		CHECK NO. 88020			40.00
DUPAGE COUNTY RECORDER					
62156	RECORDING FEES	201109060209		86.00	
		CHECK NO. 88021			86.00
DUPAGE COUNTY TREASURER					
62005	DATA PROCESS	9277		6.27	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
DUPAGE COUNTY TREASURER	CHECK NO. 88022		6.27
DUPAGE RIVER/SALT CREEK			
62145 DUES	440-09/11	440.00	
62392 WORKSHOP	60363	70.00	
	CHECK NO. 88023		510.00
DUPAGE WATER COMMISSION			
62363 WATER	09327	194600.14	
	CHECK NO. 88024		194600.14
EAGLE UNIFORMS INC			
62065 UNIFORMS	211725	231.45	
	CHECK NO. 88025		231.45
EIDEN, TONI			
62125 KLM REFUND	EN110908/20267	250.00	
	CHECK NO. 88026		250.00
ELEVATOR INSPECTION			
62139 INSPECTION	33608	100.00	
	CHECK NO. 88027		100.00
ENVIRO-TEST/PERRY LABORAT			
62165 SAMPLES	11128591	150.00	
	CHECK NO. 88028		150.00
ERWIN, RICHARD			
62092 CONT BD/235 N WASHINGTON	19985	500.00	
	CHECK NO. 88029		500.00
EUROTOP CONSTRUCTION			
62083 CONT BD/717 W 8TH ST	20305	832.50	
	CHECK NO. 88030		832.50
EXELON ENGERY INC			
62049 TRANSFORMER	100421800240	2037.16	
62050 STREETS	200213900150	8134.86	
62269 STREET LIGHTS	200239300150	440.71	
	CHECK NO. 88031		10612.73
FAST SIGNS			
62301 SIGNS	65-43454/43485	127.82	
	CHECK NO. 88032		127.82
FEDEX			

PAYEE	VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
FEDEX				
61969	OVERNIGHT MAIL	764437840	281.05	
		CHECK NO. 88033		281.05
FIRESTONE STORES				
62066	TIRES	086051	510.44	
		CHECK NO. 88034		510.44
FIRST IMPRESSION INC				
61972	COLOR COATING	22735	20400.00	
		CHECK NO. 88035		20400.00
FLEET PRIDE				
62034	MODULE	60360	179.00	
		CHECK NO. 88036		179.00
FLEET PRIDE INC				
62138	BRAKES	44297072	3890.33	
		CHECK NO. 88037		3890.33
FUCHS & ROSELLI, LTD				
62266	GARFIELD	118536	192.50	
		CHECK NO. 88038		192.50
FULLERS HOME & HARDWARE				
61978	ASST HARDWARE	127095/157	611.90	
		CHECK NO. 88039		611.90
FULLERS SERVICE CENTER IN				
61962	CAR WASHES/REPAIRS	11044814336	457.95	
		CHECK NO. 88040		457.95
G & K SERVICES				
61936	UNIFORMS	1028600648	306.25	
62061	UNIFORMS	1028602500	325.52	
62377	UNIFORMS	1028604367	325.52	
		CHECK NO. 88041		957.29
GALLS AN ARAMARK COMPANY				
61954	UNIFORMS	511369141	887.70	
62162	TACTICAL STRETCH FIT BEAN	511652198	134.82	
		CHECK NO. 88042		1022.52
GAPINSKI, PETER				
62031	PAYMENT REFUND	54332	15.00	
		CHECK NO. 88043		15.00

PAYEE	VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
GARY JOHNSTON				
61926	8/11 PERMITS	39060	390.60	
		CHECK NO. 88044		390.60
GENNARO, BROOKE				
62126	KLM REFUND	EN110930/20286	200.00	
		CHECK NO. 88045		200.00
GEORGES LANDSCAPING INC				
62104	BID #1494 2ND PAYMENT	1494	20820.87	
62105	DRAINAGE 2ND PAYMENT	1491	6128.46	
		CHECK NO. 88046		26949.33
GIRARD, RONALD				
62121	KLM REFUND	EN110918/20206	500.00	
		CHECK NO. 88047		500.00
GIULIANOS				
61957	EMERGENCY MEALS	4070	40.70	
		CHECK NO. 88048		40.70
GLOBAL EMERGENCY PRODUCTS				
62103	TURN SIGNAL	25956	158.30	
		CHECK NO. 88049		158.30
GRAINGER, INC.				
61932	SWITCH	9643082408	65.32	
61946	GLOVES	96446380866	27.50	
62023	HEATERS	9646709858	124.12	
62024	LAMPS	9646709866	40.50	
62025	GASKET	9646709841	29.60	
62109	FIRE COMPRESSOR	9649767697	938.13	
62290	RETAINER	9656953131	12.24	
62295	LAMPS	9654195396	178.80	
62296	CARTRIDGE	9654195388	128.36	
62386	V BELT	9660560633	76.98	
62391	LAMPS	9652849416	12.00	
		CHECK NO. 88050		1633.55
H G GENERAL CONSTRUCTION				
62094	STM WTR/940 S BODIN	17712	1415.00	
		CHECK NO. 88051		1415.00
HAND TITE/RC GRAHAM CO				
61994	PLUGS	08797	192.00	
		CHECK NO. 88052		192.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
HANSON AGGREGATES INC 61959 STONE	5248516 CHECK NO. 88053	737.78	737.78
HARBUS, NICHOLAS 62099 CONT BD/22 BLAINE	19383 CHECK NO. 88054	500.00	500.00
HD SUPPLY WATERWORKS 62367 MARKING PAINT	3790815 CHECK NO. 88055	168.00	168.00
HEWLETT-PACKARD 61970 PD NEW SERVER	30747466 CHECK NO. 88056	8518.48	8518.48
HINSDALE BANK & TRUST 62116 KLM REFUND	EN110913/2020255 CHECK NO. 88057	250.00	250.00
HINSDALE CENTRAL PTO 62163 ADS	275-09/11 CHECK NO. 88058	275.00	275.00
HINSDALE HIGH SCHOOL 62280 YEARBOOK	60173 CHECK NO. 88059	50.00	50.00
HIVELY LANDSCAPING 62090 CONT BD/430 S QUINCY	20133 CHECK NO. 88060	500.00	500.00
HR BLUEPRINT 62150 PRINTING SUPPLIES	82329 CHECK NO. 88061	11.00	11.00
HR GREEN INC 62016 CSO OPERATOR SERVICES 62018 2011 RESURFACING	76254 76282 CHECK NO. 88062	459.60 14877.25	15336.85
HUFF & HUFF INC 62146 TESTING 62147 RENEWAL	1110003 1109047 CHECK NO. 88063	487.04 485.25	972.29
ICE MOUNTAIN WATER			

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ICE MOUNTAIN WATER			
62151 ICE WATER	0110120706023	29.62	
	CHECK NO. 88064		29.62
IHC CONSTRUCTION COMPANY			
61955 VEECK PARK FLUSH GATE	24215	3898.44	
	CHECK NO. 88065		3898.44
IL DEPARTMENT OF PUBLIC			
62010 LICENSE RENEWAL	60317	50.00	
	CHECK NO. 88066		50.00
IL SECRETARY OF STATE			
62299 PLATE /TITLE	60324	120.00	
	CHECK NO. 88067		120.00
ILLCO, INC.			
61974 ANTI FREEZE	2285121	410.60	
62141 VALVE	2286438	9.10	
	CHECK NO. 88068		419.70
ILLINOIS EPA			
62148 PERMIT RENEWAL	400355	1003.40	
	CHECK NO. 88069		1003.40
ILLINOIS GIRLS LACROSSE			
62373 *REIMB EXP* FALL LEAGUES	320	8144.50	
	CHECK NO. 88070		8144.50
IMAGE TREND INC			
61975 SOFTWARE SUPPORT	18823	400.00	
	CHECK NO. 88071		400.00
IN THE GARDEN			
62089 CONT BD/439 S VINE	19929	500.00	
	CHECK NO. 88072		500.00
INDUSTRIAL ELECTRIC			
62384 BULBS	200487	119.50	
62385 ELECTRICAL SUPPLIES	199397/200067/12	442.97	
	CHECK NO. 88073		562.47
INNOVATIVE DATA SOLUTIONS			
62389 ANNUAL POLICY	4002	1526.00	
	CHECK NO. 88074		1526.00
INTERNATIONAL EXTERMINATO			

PAYEE			INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE		AMOUNT	AMOUNT
INTERNATIONAL EXTERMINATO				
62068 EXT FEES	101168059		208.00	
	CHECK NO. 88075			208.00
JAMES J BENES & ASSOC INC				
61960 ENG PLAN REVIEW	1209171		4800.00	
	CHECK NO. 88076			4800.00
JOHN DEERE LANDSCAPES				
61951 SPRINKLER REPAIRS	59331839		54.03	
62287 SPRINKLER REPAIRS	59440540		42.16	
	CHECK NO. 88077			96.19
JOHNSTONE SUPPLY				
61998 ICE MAKER VALVE	369497		22.46	
	CHECK NO. 88078			22.46
KALEIDOSCOPE CHILDRENS				
62144 INSTRUCTION *REIMB EXP*	FALL2011-1		1411.30	
	CHECK NO. 88079			1411.30
KAPCAR, CHRISTOPHER				
62086 CONT BD/30 S MADISON	019301		3000.00	
	CHECK NO. 88080			3000.00
KAY BROTHERS ENTERPRISES				
62095 STM WTR/627 S ELM	18757		4290.00	
	CHECK NO. 88081			4290.00
KELLER, MARK				
61996 CLOTHING REIMBURSEMENT	60175		291.86	
	CHECK NO. 88082			291.86
KIMBERLY, MARGARET				
62076 CONT BD/724 S WASHINGTON	19864		700.00	
	CHECK NO. 88083			700.00
KINGS LANDSCAPING CO				
62272 CONT BD/537 N WASHINGTON	20358		500.00	
62273 CONT BD/423 N MADISON	20337		500.00	
	CHECK NO. 88084			1000.00
KLATT, BARBARA				
62127 KLM REFUND	EN110925/20241		450.00	
	CHECK NO. 88085			450.00
KLF TRUCKING CO				

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
KLF TRUCKING CO 61986 FENCE RENTAL	23325 CHECK NO. 88086	1000.00	1000.00
KNUEPFER, ROBT 62398 TRANSFER REFUND	9674 CHECK NO. 88087	25.00	25.00
KUO, YUCK E 62278 CONT BD/938 S GRANT	19666 CHECK NO. 88088	10000.00	10000.00
KUO, YUCK E 62279 SITE MNGE/938 S GRANT	19667 CHECK NO. 88089	3000.00	3000.00
LAGRIPPE, GIA 62271 STM WTR/217 E SIXTH	19306 CHECK NO. 88090	2640.00	2640.00
LANDSCAPE CONCEPTS MNGEMT 61956 TREE REMOVAL	26178 CHECK NO. 88091	1332.50	1332.50
LEOPARDO COMPANIES 62080 CONT BD/908 N ELM #110	20129 CHECK NO. 88092	5000.00	5000.00
LEOPARDO COMPANIES 62081 CONT BD/908 N ELM #104	20130 CHECK NO. 88093	5000.00	5000.00
LEOPARDO COMPANIES 62082 CONT BD/908 N ELM #202	20131 CHECK NO. 88094	1500.00	1500.00
LEXIS NEXIS RISK DATA MNG 62161 SEARCHES	130175120110930 CHECK NO. 88095	151.00	151.00
LINDEMANN, KURT 62026 REIMBURSTMENT	60195 CHECK NO. 88096	38.00	38.00
LOVELACE, THOMAS 62009 REIMBURSEMENT	54495 CHECK NO. 88097	166.50	166.50

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
M ANGELEE FAVOINO			
62072 CONT BD/235 S ADAMS	19221	500.00	
	CHECK NO. 88098		500.00
M ANGELEE JOHNS			
62075 CONT BD/235 S ADAMS	19750	500.00	
	CHECK NO. 88099		500.00
M E SIMPSON CO INC			
62155 LEAK DETECTORS	21661	840.00	
	CHECK NO. 88100		840.00
MAGIC OF GARY KANTOR			
61930 INSTRUCTION *REIMB EXP*	1400	14.00	
	CHECK NO. 88101		14.00
MAILFINANCE			
62368 INK	13542900	413.00	
	CHECK NO. 88102		413.00
MARIN, JUAN			
62032 CDL RENEWAL	60359	60.00	
	CHECK NO. 88103		60.00
MAUEN, JERRY			
62128 KLM REFUND	EN110923/19722	450.00	
	CHECK NO. 88104		450.00
MCADAMS MULTIGRAPHICS			
61997 POSTERS	102335	55.00	
	CHECK NO. 88105		55.00
MCGINNIS, ROBERT			
62002 CONFERENCE	54497	25.00	
	CHECK NO. 88106		25.00
MDG BUILDERS			
62096 STM WTR/433 N COUNTY LINE 191		5500.00	
	CHECK NO. 88107		5500.00
MEASNER MAGIC PRODUCTIONS			
61940 POLAR EXPRESS	42500	425.00	
	CHECK NO. 88108		425.00
MENO, CHRISTOPHER L			
62073 CONT BD/242 S ADAMS	19349	500.00	
	CHECK NO. 88109		500.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MICRO CENTER A/R 62133 HARD DRIVE	2651674 CHECK NO. 88110	64.99	64.99
MIDWEST AIR PRO 62108 PARTS REPAIR	11717 CHECK NO. 88111	416.60	416.60
MIDWEST SPORT SURFACES 62135 POWER WASHING	2750 CHECK NO. 88112	2750.00	2750.00
MOTIVE PARTS CO - FMP 62035 PARTS	50334490 CHECK NO. 88113	590.94	590.94
MTS SAFETY PRODUCTS INC 62037 UNIFORM	3500401 CHECK NO. 88114	50.89	50.89
NAPA AUTO PARTS 61992 AUTO PARTS	180361/034 CHECK NO. 88115	257.81	257.81
NATIONAL RECREATION AND 62388 MEMBERSHIP	030746 CHECK NO. 88116	360.00	360.00
NATIONAL SAFETY COUNCIL 62298 RENEWAL	R5606990 CHECK NO. 88117	220.00	220.00
NATIONAL SEED 62283 SEED	526502SI CHECK NO. 88118	79.00	79.00
NEUCO INC 61999 RELEIF VALVE	123032	100.80	
62042 SENSORS	126698	46.38	
62043 SENSOR	126418	109.47	
62300 HEATER PARTS	127740 CHECK NO. 88119	186.75	443.40
NEXTEL/SPRINT 61991 CELL PHONES	977740515116 CHECK NO. 88120	2242.16	2242.16

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
NFPA		
61995 SHORTAGE	5268881Y	17.50
	CHECK NO. 88121	17.50
NICOR GAS		
62051 GENERATOR	3846601000-09/11	252.03
62052 YOUTH CENTER	9007790000-09/11	56.12
62270 350 N VINE	1327011000-09/11	144.71
62365 LODGE	0667735657-0911	236.18
62366 5905 COUNTY LINE	1295211000-9/11	52.66
	CHECK NO. 88122	741.70
NORTHWESTERN U CTR FOR		
61933 CLASS	28031	800.00
	CHECK NO. 88123	800.00
NVZ INC		
62101 RENEWAL	19036	175.00
	CHECK NO. 88124	175.00
OCCUPATIONAL HEALTH CTR		
62000 PRO EMPLOYMENT	1006347587	65.75
	CHECK NO. 88125	65.75
ORTIGARAS MUSICVILLE, IN		
62390 PIANO TUNING	60201	95.00
	CHECK NO. 88126	95.00
PALOS SPORTS INC		
62040 BASEBALLS	104434	184.00
	CHECK NO. 88127	184.00
PDCA FORUM FOR EXCELLENCE		
62123 KLM REFUND	EN110929/20232	500.00
	CHECK NO. 88128	500.00
PERMA SEAL		
62087 CONT BD/636 N LINCOLN	19680	500.00
62274 CONT BD/24 N ADAMS	20334	500.00
	CHECK NO. 88129	1000.00
PIECZYNSKI, LINDA		
62041 PROSECUTOR	5278	1658.00
	CHECK NO. 88130	1658.00
PLATINUM POOLCARE AQUATEC		
62074 CONT BD/909 CLEVELAND RD	19726	2400.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
PLATINUM POOLCARE AQUATEC	CHECK NO. 88131		2400.00
POLHOMUS, LONNIE 61971 ADS RECERTIFICATION	1800-09/11 CHECK NO. 88132	1800.00	1800.00
POMPS TIRE SERVICE, INC. 62375 TIRES	767623 CHECK NO. 88133	1186.00	1186.00
PORTABLE JOHN 61965 PORTABLES	A173431 CHECK NO. 88134	298.23	298.23
PRAIRIE PATH PAVERS 62071 CONT BD/408 S THURLOW	18697 CHECK NO. 88135	500.00	500.00
PRAIRIE PATH PAVERS 62277 CONT BD/549 N GARFIELD	19964 CHECK NO. 88136	500.00	500.00
PRAXAIR DISTRIBUTION, INC 61966 POOL	40802898 CHECK NO. 88137	20.21	20.21
PROLIANCE ENERGY, LLC 62360 GAS	201109I001709 CHECK NO. 88138	1920.99	1920.99
QUARRY MATERIALS, INC. 61967 SURFACE 61981 ASPHALT 62070 SURFACE 62137 ASPHALT 62282 COLD PATCH 62376 SURFACE	42457 42481 42517 42540 42581 42627 CHECK NO. 88139	899.10 880.74 856.98 640.98 268.38 1287.36	4833.54
RAILROAD MANAGEMENT CO 62036 RENT	278590 CHECK NO. 88140	241.58	241.58
RAY OHERRON CO. INC 62378 MICRO PHONE	40806 CHECK NO. 88141	34.95	34.95

PAYEE	VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
RIEMERSMA, JIM				
62130	KLM REFUND	EN110901	182.50	
		CHECK NO. 88142		182.50
ROCKWELL TRUST				
62097	CONT BD/505 MORRIS LN	18786	10000.00	
		CHECK NO. 88143		10000.00
ROCKWELL TRUST				
62098	SITE MNGE/505 MORRIS LANE	18787	3000.00	
		CHECK NO. 88144		3000.00
RUSSO POWER EQUIPMENT				
62028	TRIMMER	1065652	145.00	
62115	FERTILIZER	01009808	20.76	
		CHECK NO. 88145		165.76
SCHEPKE, KAREN				
62020	STICKER REFUND	138829-138830	5.00	
		CHECK NO. 88146		5.00
SCHERER, MATTHEW T				
61941	POLAR EXPRESS	39500	395.00	
		CHECK NO. 88147		395.00
SECRETARY OF STATE				
62401	SUSPENSION FEE	2000-10/11	20.00	
		CHECK NO. 88148		20.00
SERVICE SPRING CO				
61935	REAR SPRINGS	114040	679.17	
62297	REPAIR	114456	147.92	
		CHECK NO. 88149		827.09
SKOG, AARON				
62129	KLM REFUND	EN110912/20276	217.50	
		CHECK NO. 88150		217.50
SKOKNA, NICK				
61982	PADDLE HUT CLEANING	500-09/11	500.00	
		CHECK NO. 88151		500.00
SOUTH SIDE CONTROL SUPPLY				
62046	MISC SUPPLIES	424345	56.54	
		CHECK NO. 88152		56.54
SPATES, RONNIE				

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
SPATES, RONNIE		
61948 UMPIRE	96000-09/11	960.00
62372 UMP FEE	36000	360.00
	CHECK NO. 88153	1320.00
SPORTS R US		
61949 INSTRUCTION*REIMB EXP*	1567	1032.00
	CHECK NO. 88154	1032.00
STIVAR, CHARLES		
62093 CONT BD/5504 S WASH	20330	500.00
	CHECK NO. 88155	500.00
STO-COTE PRODUCTS, INC		
61939 LINERS	135034	6653.44
	CHECK NO. 88156	6653.44
STUART, CATHIE		
62124 KLM REFUND	EN110930/20227	500.00
	CHECK NO. 88157	500.00
SUBURBAN DOOR CHECK		
61968 CABINETS	415236	283.00
62265 DUPLICATE KEYS	415673	14.40
	CHECK NO. 88158	297.40
SUBURBAN LABORATORIES, IN		
61945 BY PRODUCTS	11704	255.00
61987 TESTING	11118	635.00
	CHECK NO. 88159	890.00
SUBURBAN LAW ENFORCEMENT		
62140 LUNCHEON	60178	140.00
	CHECK NO. 88160	140.00
SUREFIRE		
62383 TIRE/TUBE	266201	23.94
	CHECK NO. 88161	23.94
T-2 SYSTEMS INC		
62381 REPAIR TICKET PRTR	G001317	280.00
	CHECK NO. 88162	280.00
TAMELING INDUSTRIES		
62288 LANDSCAPE SUPPLIES	75896	107.10
	CHECK NO. 88163	107.10

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
TAS LIGHTING INC			
62132 LAMPS	1615	163.50	
62142 LAMPS	1663	142.86	
	CHECK NO. 88164		306.36
TERRAIN LANDSCAPE CONTATR			
62078 CONT BD/5570 S OAK	19951	500.00	
	CHECK NO. 88165		500.00
THE HINSDALEAN			
62111 ZONING/BIDS ETC	19777/8/9/16/11	2015.00	
62159 PUBLICATIONS	11327/8/82/27/3/	2115.00	
62380 KLM AD	11546	685.00	
	CHECK NO. 88166		4815.00
THIRD MILLENIUM			
62396 UTILITY BILLING	14010	1023.41	
	CHECK NO. 88167		1023.41
THOMPSON ELEVATOR INSPEC			
61961 PLAN REVIEW	113324	300.00	
62154 ELEVATOR	113188	200.00	
	CHECK NO. 88168		500.00
TOM ONEILL			
62001 SOFTBALL REGISTRATION	60237	220.00	
	CHECK NO. 88169		220.00
TOSHIBA BUSINESS			
62361 MTHLY	8642178	414.37	
	CHECK NO. 88170		414.37
TPI BLDG CODE CONSULTANT			
62149 PLAN REVIEW	6041	6059.25	
	CHECK NO. 88171		6059.25
TRAFFIC CONTROL & PROTECT			
61928 SIGNS	70654	80.28	
62164 SIGNS	707789	1143.50	
62371 SIGNS	70837	123.85	
	CHECK NO. 88172		1347.63
TREE TOWN REPRO SERVICE I			
62013 XEROX PAPER	166173	56.00	
	CHECK NO. 88173		56.00
TRINCO, WILLIAM			

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
TRINCO, WILLIAM		
62397 PERMIT REFUND	B004	135.00
	CHECK NO. 88174	135.00
TROUSSEAU LTD		
62077 CONT BD/777 N YORK	19865	600.00
	CHECK NO. 88175	600.00
TRUJILLO, LINDA		
62120 KLM REFUND	EN110917/20229	500.00
	CHECK NO. 88176	500.00
UNITED POSTAL SERVICE		
62062 POSTAGE	3000-10/11	3000.00
	CHECK NO. 88177	3000.00
UNITED RENT A FENCE		
61964 CONSTRUCTION FENCE	2349	795.00
	CHECK NO. 88178	795.00
UPS STORE #3276		
62047 UPS CHARGES	23/106/124/338	44.64
	CHECK NO. 88179	44.64
VERIZON WIRELESS		
62048 POLICE MODEUMS	2636778985	570.17
	CHECK NO. 88180	570.17
VILLAGE OF CLARENDON HILL		
62038 ANTENNA	1974	34.07
62107 POOL GATE	1979	632.00
	CHECK NO. 88181	666.07
W S DARLEY & CO		
61953 HOSES	916009	743.48
	CHECK NO. 88182	743.48
WALTHER, DONALD		
62275 CONT BD/554 N GRANT	20332	500.00
	CHECK NO. 88183	500.00
WAREHOUSE DIRECT INC		
61927 PARKS OFFICE SUPPLIES	1284402	26.07
62284 OFFICE SUPPLIES	1397671	341.84
62286 INK PADS	1280855	7.50
62289 OFFICE SUPPLIES	1302572	139.50
62387 OFFICE SUPPLIES	1305467/7371/94/	493.73

PAYEE	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
WAREHOUSE DIRECT INC	CHECK NO. 88184		1008.64
WINDY CITY ELECTRIC			
61963 PADDLE PROJECT	15756	4900.00	
	CHECK NO. 88185		4900.00
WIRFS INDUSTRIES, INC.			
62358 FIRE REPAIRS	23525	4496.46	
	CHECK NO. 88186		4496.46
WORLD WINDOW CLEANING			
61985 LODGE WINDOW CLEANING	39750	287.00	
	CHECK NO. 88187		287.00
YOUNG, CAREY			
62399 PERMIT REFUND	WH015	149.00	
	CHECK NO. 88188		149.00
ZEE MEDICAL			
62374 MEDICAL SUPPLIES	0100536246	109.39	
	CHECK NO. 88189		109.39
ZIEBELL WATER SERVICE			
62157 WATER MAIN SUPPLIES	213982	7631.95	
	CHECK NO. 88190		7631.95
PARO, VALERIE			
61989 REIMBURSEMENT	817330	260.00	
	CHECK NO. 88191		260.00
URICK, DONNA			
62359 TREE REIMBURSEMENT	866256	260.00	
	CHECK NO. 88192		260.00
YOUNG, NORMAN			
61988 REIMBURSEMENT	660118	520.00	
	CHECK NO. 88193		520.00
	GRAND TOTAL		1,353,872.11

HINSDALE FIREFIGHTERS PENSION #7176**1510**


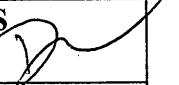
CHECK DATE	PAYEE	CHECK NUMBER	CHECK AMOUNT
10/14/2011	KENNETH KASPAR	111405	2,334.38
10/14/2011	LLOYD H. HEINEMANN	111406	3,265.77
10/14/2011	CALVIN JOHNSON	111407	2,690.11
10/14/2011	JOHN P. WARGEN	111408	2,371.54
10/14/2011	JOHN L. MILLER	111409	2,461.33
10/14/2011	ROBERT L. EVANS	111410	4,205.97
10/14/2011	GEORGE C. KERINS	111411	2,171.00
10/14/2011	RAY HENSHAW	111412	2,781.35
10/14/2011	STANLEY BULAT	111413	5,748.36
10/14/2011	WILLIAM P. EBY	111414	3,463.31
10/14/2011	PATRICK F. HEINEMAN	111415	2,138.14
10/14/2011	MARILYN MUSCH	111416	2,672.62
10/14/2011	JOHN MEJDRECH	111417	4,208.64
10/14/2011	MICHAEL E. SPIEL	111418	2,117.66
10/14/2011	RICHARD BOCEK	111419	1,327.01
10/14/2011	SCOTT MILLER	111420	3,740.58
10/14/2011	RICHARD CIRCO	111421	2,857.23
10/14/2011	PATRICK KENNY	111422	5,271.12
10/14/2011	THOMAS SENER	111423	3,589.61
10/14/2011	CHERYL JOHNSON	111424	8,816.67
10/14/2011	THOMAS McCARTHY III	111425	6,288.73
10/14/2011	JOAN KASPER	111426	3,513.87
TOTAL FIREFIGHTER'S PENSION CHECKS			<u>78,035.00</u>

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
Warrant Register # 1510

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Illinois Municipal Retirement Fund 10/11/2011	Employee/Employer Contributions	September 2011 Wages	122,254.07
Electronic Federal Tax Payment Systems 10/13/2011	Village Payroll # 21-Calendar 2011	FWH	42,673.56
Electronic Federal Tax Payment Systems 10/13/2011	Village Payroll # 21-Calendar 2011	FICA/MCARE	28,628.49
Illinois Department of Revenue 10/13/2011	Village Payroll # 21-Calendar 2011	State Tax Withholding	15,843.65
DuPage Credit Union 10/13/2011	Village Payroll # 21-Calendar 2011	Employee Withholding	5,885.19
ICMA - 457 Plans 10/13/2011	Village Payroll # 21-Calendar 2011	Employee Withholding	11,723.41
HSA Plan Contribution 10/13/2011	Village Payroll # 21-Calendar 2011	Employee Withholding	1,647.91
HSA Plan Contribution 10/13/2011	Village Payroll # 21-Calendar 2011	Employer Contributions	3,224.34
Electronic Federal Tax Payment Systems 10/14/2011	Firefighter's Pension Payroll #10- Calendar Year 2011	10/11 Final FWH	<u>9,323.87</u>
Total Bank Wire Transfers and ACH Payments			<u>241,204.49</u>
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			<u><u>1,673,111.60</u></u>

DATE: October 21, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Approval of an Ordinance Authorizing and Providing for the Issue of \$1,425,000 Taxable General Obligation Bonds (Alternative Revenue Source), Series 2011.		APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director 		
<p>At its meeting on August 16, 2011, the Village Board authorized staff to proceed with the refinancing proposal to issue taxable alternative revenue source bonds in order to refinance its early retirement incentive liability with IMRF. When this proposal was considered, staff had estimated total savings to the Village and the Library of approximately \$375,000. Since that time, we have been working with Financial Advisor Dan Kaplan on placing the bonds. An offering sheet was circulated this week to six local banks who we had contacted earlier and had expressed interest in the bond issue. Final bids are due on the morning of October 24, 2011 with a bid award expected at the Board meeting that evening.</p> <p>The attached bond ordinance has been prepared by Chapman and Cutler, Village bond counsel. There are still several items that need to be inserted in the final document once bids are received on Monday. A complete version of the final ordinance will be distributed before the Village Board meeting along with a financial analysis of the successful bid.</p> <p>Motion: To Approve the Attached Ordinance authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, Du Page and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

ORDINANCE NO. O2011-__

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

Adopted by the Corporate
Authorities of said Village on
the 24th day of October 2011.

Published in Pamphlet Form
by Authority of the Corporate
Authorities of Said Village on
the ____ day of October 2011.

TABLE OF CONTENTS

SECTION	HEADING	PAGE
Preambles		1
Section 1.	Definitions.....	3
Section 2.	Incorporation of Preambles.....	7
Section 3.	Determination to Issue Bonds.....	7
Section 4.	Bond Details.....	7
Section 5.	Redemption.....	8
Section 6.	Execution; Authentication	89
Section 7.	Book Entry Provisions	9
Section 8.	Registration of Bonds; Persons Treated as Owners.....	11
Section 9.	Form of Bonds	12
Section 10.	Sale of Bonds	17
Section 11.	Treatment of Bonds as Debt	18
Section 12.	Series 2011 Alternate Bond Fund.....	18
Section 13.	Use of Bond Proceeds.....	19
Section 14.	Pledged Taxes; Tax Levy.....	2021
Section 15.	Filing with County Clerks.....	21
Section 16.	Abatement of Pledged Taxes	22
Section 17.	Pledged Revenues; General Covenants	22
Section 18.	Additional Bonds	24
Section 19.	Duties of Village Treasurer as Bond Registrar	24
Section 20.	Defeasance	24
Section 21.	This Ordinance a Contract	25
Section 22.	Severability	25
Section 23.	Repealer	25
Section 24.	Publication and Effective Date	26

This Table of Contents is for convenience only and
is not a part of the ordinance.

ORDINANCE NO. O2011-____

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

PREAMBLES

WHEREAS

A. The Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended (the "*Act*").

B. The President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore determined and do hereby determine that it is advisable, necessary and in the best interests of the Village and its residents to provide for the funding of the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund ("*IMRF*"), and, incidental to same, to pay bond discount, bond interest, legal, financing, and administrative expense (all of which expenses may be referred to as the "*IMRF Funding*"). The Corporate Authorities have determined that \$1,425,000 is necessary to pay costs of the IMRF Funding, including incidental expenses.

C. Pursuant to the provisions of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), alternate bonds (as defined in the Debt Reform Act) may be issued pursuant to applicable law (as defined therein) for lawful corporate purposes of the Village, including the IMRF Funding; there exists a source of funds for the project (to-wit,

taxes levied by the Village against all taxable property within the Village for IMRF purposes, to the fullest extent permitted by law, including Article 7 of the Pension Code of the State of Illinois, as amended (the "*IMRF Taxes*") other than enterprise revenues as defined in the Debt Reform Act, received or available to be received by the Village and available for any one or more of its corporate purposes; and, accordingly, as provided in the Debt Reform Act, the Village is authorized to issue its alternate bonds payable from the IMRF Taxes for such project.

D. The Corporate Authorities, on the 6th day of September 2011, adopted an Ordinance, Numbered O2011-40 (the "*Authorizing Ordinance*"), authorizing the issuance of IMRF tax alternate bonds, being general obligation bonds payable from the IMRF Taxes (the "*Alternate Bonds*"), in an amount not to exceed \$1,500,000 for the IMRF Funding.

E. On the 8th day of September 2011, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in *The Hinsdalean*, a newspaper of general circulation in the Village; and an affidavit evidencing the publication of the Authorizing Ordinance and said notice have heretofore been presented to the Corporate Authorities and made a part of the permanent records of the Village.

F. More than thirty (30) days have expired from the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon has been filed with the Village Clerk requesting that the question of the issuance of the Alternate Bonds for the IMRF Funding be submitted to referendum.

G. None of the Alternate Bonds have previously been issued for the IMRF Funding, and the authority to issue bonds derived from the Authorizing Ordinance accordingly exists in the full authorized amount of \$1,500,000.

H. The Corporate Authorities hereby determine that it is necessary and advisable that there be issued at this time \$1,425,000 of the bonds so authorized.

I. The Alternate Bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes, both as defined in this Ordinance.

J. The Corporate Authorities hereby determine that the Pledged Revenues will provide in each year to final maturity of the Alternate Bonds to be issued an amount not less than 1.25 times debt service of said series of bonds, being the only series of alternate bonds payable from the Pledged Revenues.

K. Such determination of the sufficiency of the Pledged Revenues is supported by reference to a report of Kaplan Financial Consulting, Inc., Wilmette, Illinois (the "*Feasibility Report*"); which report has been presented to and accepted by the Corporate Authorities and is now on file with the Village Clerk.

L. Prior to adoption of this Ordinance, the Corporate Authorities duly called, noticed, held, and duly adjourned more than seven days past a hearing pursuant to the Bond Issue Notification Act.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Act

Alternate Bonds

Authorizing Ordinance

Corporate Authorities

Debt Reform Act

Feasibility Report

IMRF

IMRF Funding

IMRF Taxes

Village

B. The following words and terms are defined as set forth.

“Additional Bonds” means any alternate bonds issued in the future in accordance with the provisions of the Debt Reform Act on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“Bonds” means the \$1,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011, authorized to be issued by this Ordinance.

“Bond Fund” means the Series 2011 Alternate Bond Fund established hereunder and further described in Section 12 of this Ordinance, if applicable.

“Bond Register” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“Bond Registrar” means the Village Treasurer in its respective capacities as bond registrar and paying agent.

“Book Entry Form” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“Code” means the Internal Revenue Code of 1986, as amended.

“County Clerks” means, together, the County Clerks of The Counties of DuPage and Cook, Illinois (each a *“County Clerk”*).

“Depository” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Early Retirement Fund” means the fund established hereunder and further described in Section 13 of this Ordinance.

“Expense Fund” means the fund established hereunder and further described in Section 13 of this Ordinance.

“Fiscal Year” means that twelve-calendar month period beginning on the first day of May of any calendar year and ending on the last day of April of the next calendar year, or such other fiscal year for the Village as the Corporate Authorities may designate from time to time.

“General Fund” means the major operating fund of the Village described as the General Fund in the Village’s Comprehensive Annual Financial Report for the fiscal year ended April 30, 2011.

“Ordinance” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with terms hereof.

“Outstanding” when used with reference to the Bonds and Additional Bonds means such of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include any of the Bonds or Additional Bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest and redemption premium, if any, on such Bonds or Additional Bonds.

"Pledged Moneys" means the Pledged Revenues and the Pledged Taxes, as each of such terms are defined herein.

"Pledged Revenues" means receipts from all annual IMRF Taxes levied against all of the taxable property in the Village for IMRF purposes, to the fullest extent permitted by law, including Article 7 of the Pension Code of the State of Illinois, as amended.

"Pledged Taxes" means the ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds, as more fully described in Section 14 hereof.

"Prior Alternate IMRF Tax Bonds" means the following bonds of the Village payable from Pledged Revenues:

• None •

"Purchase Contract" means the contract for the purchase and sale of the Bonds with the Purchaser, consisting of an official "Request for Bids" by the Village and an official "Bid Form" by and between the Purchaser and the Village.

"Purchase Price" means the price to be paid for the Bonds, to-wit, \$_____.

"Purchaser" means the purchaser (underwriter) of the Bonds, namely _____,
_____, Illinois.

"Record Date" means the first day of the month of any regular or other interest payment date occurring on the 15th day of any month.

"Representations Letter" means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations previously executed by the Village and the Depository.

"*Taxable*" means, with respect to the Bonds, the status of interest paid and received thereon as not excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

"*Village Treasurer*" means the Treasurer of the Village.

C. Certain further words and terms used in particular sections are defined below.

D. Words or terms defined in the singular may be used in the plural, and vice-versa. Words of gender refer to all genders and, if appropriate, to other entities such as partnerships or corporations. The table of contents, headings, and other paragraph or section designations are for the convenience of the reader and are not to alter the meaning of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct and complete and do hereby incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the Village for the Village to undertake the IMRF Funding for the public health, safety and welfare, in accordance with the plans therefor as described, and to issue the Bonds to enable the Village to pay the costs thereof.

Section 4. Bond Details. For the purpose of providing for the payment of costs of the IMRF Funding, there shall be issued and sold the Bonds in the aggregate principal amount of \$1,425,000. The Bonds shall each be designated "*Taxable* *General Obligation Bond (Alternate Revenue Source), Series 2011*", be dated November 8, 2011 (the "*Dated Date*"), and bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such reasonable fashion as may be determined by the Bond Registrar, and shall become due and

payable serially on December 15 of the years, in the amounts and bearing interest at the rates percent per annum as follows (without the right of prior redemption):

YEAR	AMOUNT (\$)	RATE (%)
2012	205,000	
2013	220,000	
2014	230,000	
2015	240,000	
2016	255,000	
2017	275,000	

Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on ~~December~~June 15, 2012. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or, if applicable, as otherwise may be agreed with the Depository for so long as the Depository is the registered owner as of a given Record Date. If applicable and so long as the Bonds are held in book-entry form ("*Book Entry Form*"), interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Representations Letter. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for the purpose by the Bond Registrar.

Section 5. Redemption. The Bonds are not subject to redemption prior to maturity.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 7. Book Entry Provisions. Upon initial issuance, and only if requested by the Purchaser, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the "*Book Entry Owner*"). In such case, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village (a "*Designated Officer*") is hereby authorized, empowered and directed to execute a Representations Letter. Without limiting the generality of the authority given with respect to entering into the Representations Letter, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices

and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the Village, the Paying Agent or the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, the Paying Agent and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Representations Letter, (b) the agreement among the Village, the Paying Agent and Bond Registrar, and the Depository evidenced by the Representations Letter shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that

another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate Book Entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 8. Registration of Bonds; Persons Treated as Owners. The Village shall cause the Bond Register for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office maintained for the purpose by the Bond Registrar in the Village of Hinsdale, Illinois, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds if in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office maintained for the purpose by the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully

registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 9. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE AND COOK
VILLAGE OF HINSDALE
TAXABLE GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE), SERIES 2011

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 15, _____ Date: November 8, 2011 CUSIP: _____

Registered Owner:

Principal Amount: _____ Dollars

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Hinsdale, DuPage and Cook Counties, Illinois, a municipality and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (without the right of prior redemption), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided, for at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing ~~December~~June 15, 2012, until said Principal Amount is paid or duly provided for. The Principal Amount of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office maintained for the purpose by the Treasurer of the Village, having an office for this purpose in Hinsdale, Illinois, as paying agent and bond registrar (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business

on the applicable Record Date (the "*Record Date*"). The Record Date shall be the first day of the month of any regular or any other interest payment date occurring on the 15th day of any month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar and a qualified securities clearing corporation as depository, or nominee, for so long as this Bond shall be in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of all Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance.

FOR THE PROMPT PAYMENT OF THIS BOND, BOTH PRINCIPAL AND INTEREST AT MATURITY, THE FULL FAITH, CREDIT AND RESOURCES OF THE VILLAGE ARE HEREBY IRREVOCABLY PLEDGED.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Hinsdale, DuPage and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Hinsdale
DuPage and Cook Counties, Illinois

ATTEST:

Village Clerk, Village of Hinsdale
DuPage and Cook Counties, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, having a Dated Date of November 8, 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Date of Authentication: _____, 2011

Treasurer, Village of Hinsdale, DuPage and
Cook Counties, Illinois, as Bond Registrar

[FORM OF BOND - REVERSE SIDE]

This bond and the bonds of the series of which it forms a part ("*Bond*" and "*Bonds*" respectively) are of an authorized issue of One Million Four Hundred Twenty-Five Thousand Dollars (\$1,425,000) and are of like Dated Date and tenor except as to maturity and rate of interest and are issued pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"). The Bonds are also issued pursuant to the Illinois Municipal Code, as supplemented and amended, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund.

The Bonds are issued pursuant to an authorizing ordinance adopted by the President and Board of Trustees of the Village (the "*Corporate Authorities*") on the 6th day of September 2011, and by a more complete bond ordinance adopted by the President and Board of Trustees on the 24th day of October 2011 (the "*Ordinance*"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents. This Bond does not and will not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year.

The Bonds are payable from the Pledged Revenues of the Village and the Pledged Taxes of the Village.

The Bonds are not subject to redemption prior to maturity.

This Bond is subject to provisions relating to registration, transfer and exchange, and such other terms and provisions relating to security and payment as are set forth in the

Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

THIS BOND IS NOT A "TAX-EXEMPT" BOND PURSUANT TO INTERNAL REVENUE CODE.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

	[Here insert identifying number such as TID, SSN, or other]
--	--

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Sale of Bonds. The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Village Treasurer, and shall be by the Village Treasurer delivered to the Purchaser upon payment of the Purchase Price, plus accrued interest (if any) to date of delivery. The contract for the sale of the Bonds to the Purchaser (the "*Purchase Contract*"), as evidenced by the official Request for Bids and executed official Bid Form, in forms as submitted to and presented to the Corporate Authorities at this meeting, and as executed by the Purchaser, are hereby in all respects approved and confirmed,

and the officer(s) of the Village designated in the official Bid Form are authorized and directed to execute the official Bid Forms on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the members of the Corporate Authorities, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract for the sale of the Bonds to the Purchaser.

Section 11. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Revenues and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 14 hereof, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Debt Reform Act.

Section 12. Series 2011 Alternate Bond Fund. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the “*Series 2011 Alternate Bond Fund*” (the “*Bond Fund*”). The purpose of the Bond Fund is to provide a fund to receive and disburse the Pledged Revenues for the Bonds and to receive and disburse Pledged Taxes for any (or all) of the Bonds. There are hereby created two accounts in the Bond Fund, designated the “*Pledged Revenues Account*” and the “*General Account*”. All Pledged Revenues as required for the Bonds shall be deposited to the credit of the Pledged Revenues Account, and all Pledged Taxes shall be deposited to the credit of the General Account. The Bond Fund and its respective accounts constitute a trust fund

established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Pledged Revenues are to be paid to the Village Treasurer by the officers who collect or receive the Pledged Revenues. The Village Treasurer shall deposit the Pledged Revenues to the Pledged Revenues Account of the Bond Fund (at the times and in the amounts required by Section ~~46~~14 hereof). Any Pledged Taxes received by the Village shall promptly be deposited into the General Account of the Bond Fund. Pledged Taxes on deposit to the credit of the General Account of the Bond Fund shall be fully spent to pay the principal of and interest and premium, if any, on the series of Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Pledged Revenues Account of the Bond Fund. Moneys on deposit (collectively, the "*Bond Moneys*") in the Bond Fund shall be applied to the payment of interest when due and principal when due at maturity from the Bond Fund.

Section 13. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received by the Village upon the sale of the Bonds shall be remitted by the Village Treasurer for deposit into the Pledged Revenues Account of the Bond Fund for the Bonds, and be used to pay first interest coming due on the Bonds.

B. The Village shall then allocate from the Bond proceeds the sum necessary for expenses incurred in the issuance of the Bonds which shall be deposited into an "*Expense Fund*" to be maintained by the Village Treasurer and disbursed for such issuance expenses from time to time in accordance with usual Village procedures for the disbursement of funds, which disbursements are hereby expressly authorized. Moneys not disbursed from the Expense Fund within six (6) months shall be transferred by the Village for deposit in the hereinafter described Early Retirement Fund, and any

deficiencies in the Expense Fund shall be paid by disbursement from the Early Retirement Fund.

C. The remaining funds shall be set aside in a separate fund hereby created and designated as the "Early Retirement Fund (2011)" (the "*Early Retirement Fund*"), which the Village shall maintain as a separate and segregated account. Moneys in said fund shall be withdrawn from time to time as needed for the payment of costs of the IMRF Funding, as applicable, by December 31, 2011, and paying the fees and expenses incidental thereto not paid out of the Expense Fund.

D. Alternatively to the creation of such funds and accounts, the appropriate officers of the Village may allocate the funds or accounts for payment of the Bonds and the Bond proceeds to one or more related funds or accounts of the Village already in existence, including expressly the Village's General Fund; *provided, however,* that this shall not relieve such officers of the duty to account for the funds for payment of the Bonds and the Bond proceeds as herein provided.

Funds on deposit in the Bond Fund, Expense Fund or the Early Retirement Fund may be invested by the Village Treasurer in any lawful manner. All investment earnings in the Expense Fund and the Early Retirement Fund shall be retained therein for costs of the IMRF Funding. Within sixty (60) days after full depletion of the Early Retirement Fund, or if the IMRF Funding has been completed, the Village Treasurer or Manager shall certify to the Corporate Authorities the fact of such depletion, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Early Retirement Fund shall be credited by the Village Treasurer to the Bond Fund or the Village's General Fund, as applicable, for payment of the Bonds; and the Early Retirement Fund shall be closed.

Section 14. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes (the Pledged Taxes):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF:	
2011	\$ _____	for interest and principal up to and including December 15, 2012
2012	\$ _____	for interest and principal
2013	\$ _____	for interest and principal
2014	\$ _____	for interest and principal
2015	\$ _____	for interest and principal
2016	\$ _____	for interest and principal

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Section 15. Filing with County Clerks. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with each County Clerk. Subject to abatement as described in the text below, the County Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerks, or other appropriate officers or designees, shall remit the Pledged Taxes for deposit to the credit of the

Bond Fund or the Village's General Fund, as applicable, and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 16. Abatement of Pledged Taxes. For the purpose of providing Pledged Revenues in each year sufficient to pay debt service of all Outstanding Bonds for such year, the Village agrees and covenants to make provision therefor in the Village's annual budget and appropriation ordinance to be duly adopted by the Corporate Authorities, all in the manner, form and time as provided by law. Annually, prior to the deadline for the timely annual abatement of the Pledged Taxes for the Bonds, upon the determination of the Corporate Authorities (by budget and appropriation proceedings or otherwise) that there will be sufficient Pledged Revenues to provide for the payment of the Bonds, the Corporate Authorities or the officers of the Village acting with proper authority shall direct the abatement of such levy of Pledged Taxes for the Bonds.

Section 17. Pledged Revenues; General Covenants. The Village covenants and agrees with the holders of the Bonds that, so long as any Bonds remain Outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Bonds; and the Corporate Authorities covenant and agree to provide for, collect and apply the Pledged Revenues to the payment of all of such Bonds as are from time to time Outstanding Bonds and the provision of not less than an additional 0.25 times debt service thereon, all in accordance with Section 15 of the Debt Reform Act.

B. The Village will punctually pay or cause to be paid from the Pledged Revenues Account of the Bond Fund or the Village's General Fund, as applicable, the

principal of and interest on, to become due in respect to the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Pledged Revenues Account of the Bond Fund or the Village's General Fund, as applicable, any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues and to the Bond Fund or the Village's General Fund, as applicable.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

G. The Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to collect the Pledged Revenues. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues and the Pledged Taxes may be collected as provided herein and deposited into the Bond Fund or the Village's General Fund, as applicable.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

Section 18. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds.

Section 19. Duties of Village Treasurer as Bond Registrar. The obligations and duties of the Village Treasurer hereunder include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

Section 20. Defeasance. Any Bond or Bonds (a) which are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with a bank or trust company

authorized to keep trust accounts to pay all principal and interest due thereon, or (c)(i) for which sufficient United States of America funds and Defeasance Obligations (as hereinafter defined) shall have been deposited with a bank or trust company authorized to keep trust accounts, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement (being "*Defeased Bonds*"), (ii) accompanied by an opinion of bond counsel as to compliance with the covenants with respect to such Bonds, and (iii) accompanied by an express declaration of defeasance by the Board; shall cease to have any lien on or right to receive or be paid from the Pledged Revenues or the Pledged Taxes, and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security for the Bonds in the Pledged Revenues or the Pledged Taxes. For purposes of this section, "*Defeasance Obligations*" means (a) direct and general full faith and credit obligations of the United States Treasury ("*Directs*"), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 21. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 22. Severability. 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.

Section 23. Repealer. 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 24. Publication and Effective Date. This Ordinance shall be published in pamphlet form and shall be effective immediately upon publication.

PASSED by the President and Board of Trustees on October 24, 2011.

APPROVED: October __, 2011.

President

AYES:

NAYS:

ABSENT:

PUBLISHED in pamphlet form by authority of the Corporate Authorities on October __, 2011.

RECORDED in the Municipal Records on October __, 2011.

ATTEST:

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official I am the keeper of the books, records, minutes and files, and official journal of proceedings of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting (the "*Meeting*") of the Corporate Authorities held on the 24th day of October 2011, insofar as same relates to the adoption of an ordinance numbered O2011-____ and entitled:

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

(the "*Ordinance*") a true, correct and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all of the newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting (the "*Agenda*"), a true,

correct and complete copy of which is attached hereto, was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities (being the same location) at least 48 hours in advance of the holding of the Meeting and, also not later than 5:00 p.m. on the Thursday preceding the Meeting, and remained continuously so posted until the adjournment of the Meeting; that the Meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the provisions of such act and code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this ____ day of October 2011.

Village Clerk

[SEAL]

Village Clerk to attach Agenda

EXTRACT OF MINUTES of the special public meeting of the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, held at the Municipal Building, located at 19 East Chicago Avenue in said Village, at ____ p.m., on Monday, the 24th day of October 2011.

* * *

The President called the meeting to order and directed the Village Clerk of the Village to call the roll.

Upon the roll being called, the President and the following Trustees answered physically present at said location: _____

The following Trustees were allowed by a majority of the members of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

Various business of the Village was conducted.

* * *

The President announced that the President and Board of Trustees would next consider the adoption of an ordinance entitled:

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

(the "*Bond Ordinance*"). Thereupon, Trustee _____ presented and _____ explained the Bond Ordinance, which was before the President and Board of Trustees in words and figures as follows.

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Board discussion of the matter followed. During the Board discussion, the _____ gave a public recital of the nature of the matter, which included a reference to the ordinance and statements (1) that the Bond Ordinance provides for the issuance of general obligation alternate bonds for the purpose of paying the costs of the funding of the Village's Early Retirement Incentive liability to the IMRF, (2) that the bonds are issuable, after backdoor referendum duly held under applicable provisions of law, (3) that the Bond Ordinance provides for the levy of taxes to pay the bonds, and (4) that the Bond Ordinance provides many details and covenants for the bonds, including provision for terms and form of the bonds, covenants and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the Corporate Authorities of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that at ____ a.m. on the ____ day of October 2011 there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of that certain ordinance, numbered O2011-____, of the Village and entitled:

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this ____ day of October 2011.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois (the "*County*"), and as such officer I do hereby certify that on the ____ day of _____ 2011 there was filed in my office a duly certified copy of an ordinance, numbered O2011-____, and entitled:

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 24th day of October 2011, and approved by the President of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of _____ 2011.

County Clerk of The
County of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the "*County*"), and as such officer I do hereby certify that on the ____ day of _____ 2011 there was filed in my office a duly certified copy of an ordinance, numbered O2011-____, and entitled:

AN ORDINANCE authorizing and providing for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, for the purpose of funding the Village's Early Retirement Incentive liability to the Illinois Municipal Retirement Fund (IMRF), prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain tax receipts for IMRF purposes to pay said bonds.

passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 24th day of October 2011, and approved by the President of said Village, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of _____ 2011.

County Clerk of The
County of Cook, Illinois

[SEAL]

SAMPLE FORM OF ANNUAL ABATEMENT ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE abating the taxes heretofore levied for the year _____ to pay the principal of and interest on \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

WHEREAS the President and Board of Trustees (the "*Corporate Authorities*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), by Ordinance Number O2011-____, adopted on the 24th day of October 2011 (the "*Ordinance*"), did provide for the issue of \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011 (the "*Bonds*"), and for the levy of a direct annual taxes sufficient to pay the principal of and interest on the Bonds; and

WHEREAS ~~the Village will have the Pledged Revenues (as defined in the Ordinance) in the appropriate account or fund pursuant to the Ordinance~~ have been determined by the Corporate Authorities to be sufficient for the purpose of paying the principal of and interest on the Bonds up to and including December 15, 20____; and

WHEREAS it is necessary and in the best interests of the Village that the taxes heretofore levied for the year _____ to pay the principal of and interest on the Bonds be abated;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, as follows:

Section 1. Abatement of Tax. The taxes heretofore levied for the year _____ in the Ordinance are hereby abated in their entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk shall file a certified copy hereof with the County Clerks of The Counties of DuPage and Cook, Illinois; and it shall be the duty of each County Clerk to abate said taxes levied for the year _____ in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its passage by the President and Board of Trustees and signing and approval by the President.

Passed by the President and Board of Trustees on _____, ____.

Approved _____, ____.

President

AYES:

NAYS:

ABSENT:

Recorded in the Village Records on _____, ____.

ATTEST:

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the ____ day of _____, _____, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE abating the taxes heretofore levied for the year ____ to pay the principal of and interest on \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

(the "*Ordinance*") duly adopted by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), on the ____ day of _____, _____, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year ____ for the payment of the Village's \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, _____.

[SEAL]

County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of _____, _____, there was filed in my office a duly certified copy of Ordinance No. _____ entitled:

AN ORDINANCE abating the taxes heretofore levied for the year ____ to pay the principal of and interest on \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

(the "*Ordinance*") duly adopted by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), on the ____ day of _____, _____, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year ____ for the payment of the Village's \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ____ day of _____, _____.

[SEAL]

County Clerk

DATE: October 19, 2011

REQUEST FOR BOARD ACTION

AGENDA

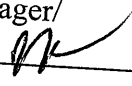
SECTION NUMBER ACA

ORIGINATING

DEPARTMENT Administration

ITEM Approval of an Ordinance Amending Title 7 Chapter 4 Article F, Section 7-4F-4 of the Village Code of Hinsdale.

APPROVAL

Darrell Langlois
Assistant Village Manager/
Finance Director 

At the ACA meeting on October 3, 2011, the Committee discussed the topic of malfunctioning water meters; a copy of the background memorandum on this subject is attached. As we have encountered a large number of meters that have stopped working, many for a number of years, staff was seeking Board direction as to how to address the under billing that has occurred over time due to the malfunctioning water meters. An idea brought forth by staff, and endorsed by the Committee, was to consider implementation of a new water fee, called a "stopped meter surcharge", that would apply to those accounts with stopped meters and allow the Village to partially recover the lost revenue. The fee would be established at 30% of the current water charge, and would apply to the same number of billing periods that the meter had stopped for, not to exceed one year.

Attached is the proposed ordinance that would implement the new fee. If the Village Board concurs, the following motion would be appropriate:

Motion: To Approve the Attached Ordinance Amending Title 7 (Public Ways and Properties), Chapter 4 (Waterworks and Sewerage Systems), Article F (Water Meters), Section 7-4F-4 (Meter Testing, Repair and Replacement) of the Village Code of Hinsdale.

APPROVAL

APPROVAL

APPROVAL

APPROVAL

**MANAGER'S
APPROVAL** 

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND
PROPERTIES), CHAPTER 4 (WATERWORKS AND
SEWERAGE SYSTEMS), ARTICLE F (WATER METERS),
SECTION 7-4F-4 (METER TESTING, REPAIR AND REPLACEMENT)
OF THE VILLAGE CODE OF HINSDALE

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. Village Code Amended. Title 7 (Public Ways and Properties), Chapter 4 (Waterworks and Sewerage Systems), Article F (Water Meters), Section 7-4F-4 (Meter Testing, Repair and Replacement), of the Village Code of Hinsdale is amended by deleting the overstricken language and adding the underlined language to read as follows:

**7-4F-4: METER TESTING, REPAIR AND REPLACEMENT;
STOPPED METER SURCHARGE; LEAKAGE AND WASTE:**

A. The Director of Public Services shall from time to time cause to be inspected and tested water meters or other meter reading equipment. Between routine inspections and testing, the Director shall cause to be inspected and tested water meters or other meter reading equipment appearing to be out of order or appearing to have faulty registration. Any meter or other meter reading equipment found to be working improperly shall be repaired or replaced at Village expense; provided, however, that if such meter or other meter reading equipment appears to have been damaged by the negligence of the customer, then the Village shall charge to the customer the cost of repair or replacement.

B. The owner or person in possession, charge or control of any building, structure or premises in which any Village water meter or other meter reading equipment is installed or located shall at all times permit the Director of Public Services or any duly authorized officer or employee of the Village Water Department free entry to such building, structure or premises for the purposes of examining, reading, testing, repairing or replacing such meter or other meter reading equipment.

~~C. If at any time a meter or other meter reading equipment fails to accurately register the quantity of water passing through the meter for two (2) or less billing periods, the water billing quantity shall be determined estimated based on the customer's prior usage, and the charge made based on the quantity registered during the corresponding period of the previous year. The customer shall be responsible for maintaining all pipes and fixtures on the owned premises and no credit will be given on excess meter charges caused by leakage and waste on the customer's premises, whether known or not.~~

D. If it is determined that a meter or other meter reading equipment has failed to accurately register the quantity of water for three (3) or more billing periods, the customer's account shall be subject to a stopped meter surcharge in order to partially recover revenue lost through under billing. The stopped meter surcharge shall be calculated at thirty percent (30%) of the current water charge and shall remain in effect for the same number of billing periods that a meter did not function, not to exceed one (1) year. The stopped meter surcharge shall be in addition to all other applicable water and sewer charges.

E. The customer shall be responsible for maintaining all pipes and fixtures on the owned premises and no credit shall be given on excess meter charges caused by leakage and waste on the customer's premises, whether known or not.

Section 2. 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 3. 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST

Christine M. Bruton, Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Sec. 7-4F-4 10-18-11.doc

MEMORANDUM

Date: September 30, 2011
To: Chairman Geoga and ACA Committee
From: Darrell Langlois, Assistant Village Manager Finance Director
RE: Water Billing Policy Discussion-Malfunctioning Water Meters

Over the last year or so, Village staff has been in the process of reviewing water billing records for many of the approximately 5,800 accounts. At the outset of this process, we had identified meter reading errors on a number of large commercial accounts that resulted in under billing for a number of accounts. As a result of this self audit we billed and collected approximately \$140,000 in additional water charges last fall.

In the spring of this year, I became concerned about the number of minimum bills¹ being generated by my staff (greater than 400). Specifically I noted that many meters had apparently stopped moving or had slowed down considerably. Understanding that there are a number of vacant properties in the Village as well as a number of low-usage homes with one occupant (senior citizens typically), the large number of slow/stopped meters still did not make sense. In June of this year, we sent letters to approximately 400 homes in order to inspect meters and to determine which homes are in fact vacant. As part of this process we have identified and replaced approximately 150 malfunctioning meters, as well as had contact with a number of people to determine vacancies/low usage. After two letters requesting meter inspection, many homes have not responded; we will have to step up enforcement, possibly resulting in shut-off if there is no response. We have also performed additional analysis and are investigating about 200 additional slow/stopped accounts.

Unfortunately, for a number of accounts this under billing has gone on for a number of years. The issue I am seeking direction relates to whether we bill retroactively for the under billing.

In operating a water utility, meters do in fact stop as a normal course of business. When this occurs, the Village Code addresses this issue. Section 7-4F-4 C-Meter Testing and Replacement states:

¹ For customer who use 300 or less cubic feet of water (a very small amount) a minimum water bill of \$19.13 is issued.

"If at any time a meter or other meter reading equipment fails to register the quantity of water passing through the meter, the quantity shall be determined and the charge made based on the quantity registered during the corresponding period of the previous year. The customer shall be responsible for maintaining all pipes and fixtures on the owned premises and no credit will be given on excess meter charges caused by leakage and waste on the customer's premises, whether known or not. (Ord. 099-35, 8-17-1999)"

In the cases currently presented, application of this code section is difficult for a number of reasons. First of all, even in normal course, it is virtually impossible to identify stopped meters the moment they occur. This analysis is properly performed over multiple billing cycles. The code is absent as to how far back you would go in these cases. Secondly, the code is specific in how these bills are to be estimated by going back to the previous year, which is a common estimation practice. However, in a majority of cases the billing in the previous year is also bad. Anything further back than one year can be difficult to rely on for estimation purposes and is hard to defend to customers ("I didn't water as much this year").



Judging by the current Village Code, it appears that the Village policy assumes that there would be back billing for malfunctioning meters (this is not required as one possible approach could be to only go forward). I have discussed this issue with the Village Manager and Trustee Geoga, and one potential solution we have discussed would be to implement a billing "surcharge" for a period of time in order to recoup all or a portion of the unbilled water. This methodology would not require looking backwards, would by its nature allow people to pay over time, and would even allow customers to minimize the impact by conserving water. If a customer could demonstrate that there was low usage during the time of the meter malfunction (such as being out of town for the winter), we would adjust the surcharge to reasonably take this into account. We also discussed limiting the surcharge period to one year.

If a surcharge methodology was accepted, the obvious question would be how much. At a minimum, it would be my recommendation that the surcharge amount be at least 30%. This is based on an approximation of the actual cost of water purchased from the Du Page Water Commission, which is direct money paid out by the Village that was not recouped through billing. Any amount between 30% and 96.4% (100% adjusted downward by the 3.6% increase adopted in May) would be a discretionary policy decision by the Village Board as the actual surcharge amount to individual customers could be significant. For the meters that were replaced in June and July, many customers are just starting to see vastly different charges for water-from \$19.13 bi-monthly to in some cases several hundred dollars. Compounding this fact is they are also seeing steep increases from Flagg Creek Water Reclamation District as they base their charges on our meter readings. As of now we have not sent letters to these customers until a determination is made on the retroactive billing. If a decision is made to implement the surcharge methodology an ordinance will be drafted for the Board meeting on October 18, 2011.

In the next several months we will continue addressing the slow and stopped meters. Also, as the predominant cause of the malfunctioning meters is due to age (many water meters are over 20 years old), we will be working on implementing a meter replacement program in order to replace old meters before they actually stop working.

DATE: October 25, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER		ORIGINATING DEPARTMENT Administration		
ITEM To Award a Contract to Provide Decorative Lighting for Holiday Season 2011 to Bright Ideas, Inc. in the Amount of \$18,988		APPROVED Timothy Scott, AICP, CNU-A Director of Economic Development 		
<p>A three-part lighting plan has been developed for this year's holiday celebration. It will essentially resemble what has been done in the recent past. Specifically, the first part of the plan is thorough coverage of lights on 84 street trees downtown. The second part is illumination of eight trees and illumination and decoration of the fountain at Burlington Park. The third part is lighting and decoration of the specimen spruce tree on the south lawn of the Memorial Building. The funds for the lighting and decoration plan will come from the budget of the Economic Development Commission (EDC). Members of the EDC included a placeholder amount in their work program for Fiscal Year 2011-12.</p> <p>I reached out to three potential vendors, and all three addressed the three-part plan in their estimates. However, the following two estimates were in line with the available resources of the EDC (the third vendor's total price was more than twice the total of the two summarized below).</p> <p>Part One Bright Ideas: <u>\$12,500</u> McFarlane-Douglass: <u>\$12,852</u></p> <p>Part Two Bright Ideas: <u>\$3,288</u> McFarlane-Douglass: <u>\$3,942</u></p> <p>Part Three Bright Ideas: <u>\$3,200</u> McFarlane-Douglass: <u>\$2,600</u></p> <p>Total Bright Ideas: <u>\$18,988</u> McFarlane-Douglass: <u>\$20,594</u></p> <p>Bright Ideas' itemized price includes installation, removal, and equipment rental. McFarlane-Douglass equipment rental was listed as a separate \$1,200 line item, but the total shown above reflects this amount. In addition, Bright Ideas' price is for this year, while McFarlane-Douglass requires a three year commitment. The intention is to have all lights installed by the beginning of the week of Thanksgiving. This will allow time for testing and adjustment.</p> <p>Should the Board of Trustees concur with this recommendation, the following motion would be appropriate:</p> <p>MOTION: To Award a Contract to Provide Decorative Lighting for Holiday Season 2011 to Bright Ideas, Inc. in the Amount of \$18,988.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

Village of Hinsdale - Holiday Lighting & Decorating 2011

BRIGHT IDEAS, INC.

Street Trees of the Greater Downtown Area \$12,500

Thorough coverage of approximately 84 street trees of various heights with traditional white lights (clear mini lights)

Colorado Blue Spruce Tree at Memorial Building \$3,200

Thorough coverage of tree with traditional white (clear mini) lights - \$1,800

Forty-eight (48), 10" metallic ornaments (red, green, and gold) - \$1,400

Fountain, Surrounding Shrubs, and Trees \$3,288

Forty-eight (48) Red Poinsettias arranged on bi-level structure of fountain

Lower tier:

Bowl to be draped with multi-colored C-9 lighted garland.

Tier to receive pine boughs, holly, fruits, berries, pine cones, ribbon and silver bells in a Christmas mantle arrangement.

Top two tiers:

Bowls draped with multi colored C-9 lighted garland

Thorough coverage of evergreen shrubs surrounding fountain plaza with traditional white (clear mini) lights

Thorough coverage of eight (8) trees around fountain plaza area with traditional white (clear mini) lights: two (2) Maples flanking fountain to the north, one (1) to the east, one (1) to the west, and (4) Crabapples to the south

Prices include installation, removal, and equipment rental.

TOTAL: \$18,988



McFarlane Douglass & Companies

143 Tower Drive, Burr Ridge, IL 60527
800-339-2900
630-325-2399 Fax

www.mcfarlanedouglass.com
info@mcfarlanedouglass.com

Quote Number: 33577
Quote Date: 09/19/11
Customer No.: MD100632
Page: 1
Salesperson Karen Kadolph

Billing information: Village of Hinsdale
19 E Chicago Ave.
HINSDALE, IL 60521

Service address: Village of Hinsdale
19 E Chicago Ave.
HINSDALE, IL 60521

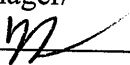
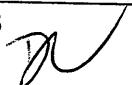
Description		<u>Item Location</u>	Qty.	Unit Price	Total Price
Winter Holidays Decorations					
Three-year rental program:					
2011-2012-2013					
Price shown is per year		Price hold for 3 years of program			
PART ONE					
Exterior tree lighting- Canopy Style	84 trees	<i>Washington Street</i>	84	153.00	12,852.00
36,300 mini lights					
includes takedown in March					
PART TWO					
COLORADO BLUE SPRUCE AT MEMORIAL BUILDING					
Exterior tree lighting- Canopy Style			1	1,400.00	1,400.00
includes takedown					
Decoration Rental	80 clusters of Red, Green & Gold Sphere Orn	ORANMENTS	1	1,200.00	1,200.00
PART THREE					
FOUNTAIN & SURROUNDING SHRUBS & TREES					
CUSTOM FOUNTAIN DESIGN		<i>FOUNTAIN</i>	1	3,942.00	3,942.00
Custom frame for fountain base covered with					
Greens, balsam bundle 20lb		<i>balsam, cypress, pine, fir</i>	0		
Greens, assorted NW 30lb			0		
Winterberry Bulk #15			0		
Icicles Lights for 3 tiers		<i>FOUNTAIN</i>	0		
Spot Lights		<i>FOUNTAIN</i>	0		
Exterior shrub lighting	25 shrubs around fountain	<i>FOUNTAIN</i>	0		
1,250 mini lights			0		
Exterior tree lighting-Canopy Style	8 trees around fountain	<i>FOUNTAIN</i>	0		
3,500 mini lights					
includes takedown					
Equipmt rental,crew transpt	For installation and takedown		1	1,200.00	1,200.00
*****Power supplied by Village to the Trees					
*****Customer is responsible for bringing					
electricity to display site.					
*****Lighting is contingent upon customer providing					
sufficient power					

Subtotal: \$ 20,594.00
Tax: \$ 2,567.73
Total Amount including Taxes: \$ 23,161.73

See "Terms and Conditions" attached

DATE: October 19, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Approval of an Ordinance Proposing the Establishment of Special Service Area 13 (The Woodlands Road Improvements Special Service Area)		APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director 		
<p>Attached is the legally required ordinance that begins to process of formally establishing Special Service Area 13 for the Woodlands Road Improvement Special Service Area. The authorizing ordinance was prepared by Robbins Schwartz, and Chapman and Cutler (Village Bond Counsel) has also reviewed and approved the proposed ordinance to ensure it complies with SSA laws related to the subsequent bond issue.</p> <p>Key details of the proposed special service area include:</p> <ul style="list-style-type: none">• The SSA will consist of 212 tax parcels for 196 street addresses.• The maximum amount of bonds that can be issued are \$2.1 million, which is based on 40% of the roadway costs and SSA bond issuance costs.• The maximum interest rate on the bonds to be issued has been established at 7%; although SSA rates (this is not a general obligation of the Village, hence the higher rate) today would likely be approximately 6%, there needs to be a cushion should rates increase between now and next spring when we actually issue the bonds.• The maximum term on the bonds has been set at 10 years; the repayment term was selected by the Woodlands Homeowners Association Board and can not be lengthened without restarting the SSA process. <p>The statutorily required public hearing will be held on November 15, 2011, which will officially start the 60 period in which the establishment can be contested. Once the 60 day period has been completed, the Board can formally establish the SSA and sell the bonds.</p> <p>If the Board concurs with starting the SSA process, the following motion would be appropriate:</p> <p>Motion: To Approve the Attached Ordinance Proposing the Establishment of Special Service Area Number 13 (The Woodlands Road Improvements Special Service Area) in the Village of Hinsdale, Du Page and Cook Counties, Illinois, the Issuance of Special Service Bonds in an Amount not to Exceed \$2,100,000 to Pay Costs of Providing Certain Special Services, and Setting a Date and Providing Notice for a Related Public Hearing.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

ORDINANCE NO. _____

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF
SPECIAL SERVICE AREA NUMBER 13 (THE WOODLANDS ROAD
IMPROVEMENTS SPECIAL SERVICE AREA) IN THE VILLAGE OF
HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, THE
ISSUANCE OF SPECIAL SERVICE AREA BONDS IN AN AMOUNT NOT TO
EXCEED \$2,100,000 TO PAY COSTS OF PROVIDING CERTAIN
SPECIAL SERVICES, AND SETTING A DATE
AND PROVIDING NOTICE FOR A RELATED PUBLIC HEARING**

WHEREAS, the corporate authorities of the Village of Hinsdale, DuPage and Cook Counties, Illinois ("Village"), have determined it be in the best interest of the Village to establish a special service area known as Special Service Area Number 13, the "Woodlands Road Improvements Special Service Area" ("Special Service Area"); and

WHEREAS, the purpose of the Special Service Area is to reconstruct the roads that have been privately maintained located in the Woodlands residential neighborhood of the Village, generally bounded by County Line Road on the west, 55th Street on the south, the east side of Harding Road on the east, and Woodside Avenue on the north (the "Area"), legally described in Exhibit A, attached hereto and incorporated herein by reference, including the permanent tax index numbers of each parcel located within the Area, and depicted on the map attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the roadway improvements are a special governmental service provided to the residential area in addition to those governmental services provided generally throughout the Village; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the Village, and located within the County of Cook, Illinois, and it is in the public interest to establish the Area as a special service area under the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.* (2011), as amended (the "SSA Tax Law"), for the purposes herein set forth; and

WHEREAS, the corporate authorities have determined that part or all of the cost of designing and constructing the roadway improvements should be paid by the issuance of unlimited ad valorem tax bonds with respect to the area in an amount not to exceed \$2,100,000.00 (however actually styled, including in one or more series, the "SSA Bonds") to finance the costs of providing such special services and to pay the costs of issuing the SSA Bonds; and

WHEREAS, the SSA Bonds shall be retired over a period not to exceed 10 years from the issuance thereof and shall bear interest at the rate or rates of interest not exceeding the greater of seven percent (7%) per annum, and subject to allocation, determination, levy and extension on an ad valorem basis that provides a rational relationship between the amount of the tax levied against each lot, block, tract and parcel of land in the Area and the special services benefit rendered shall be retired by the levy of direct annual taxes sufficient, as extended and levied against all taxable property therefor under the SSA Tax Law, to pay the interest on the SSA Bonds as the same comes due and to discharge the principal thereof at maturity, such direct annual taxes to be unlimited as to rate or amount and in addition to all other taxes permitted by law; and

WHEREAS, the corporate authorities have determined that the establishment of a special service area and the issuance of the SSA Bonds should be considered for the purpose of generating additional revenues to assist in paying for the construction of the roadway improvements; and

WHEREAS, the corporate authorities find that the conditions for passage of this Ordinance have been satisfied as required by the Special Service Area Tax Law.

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

Section 1. Recitals Incorporated. The above recitals are incorporated herein by reference as though fully set forth.

Section 2. Findings. The corporate authorities of the Village of Hinsdale find as follows:

A. It is in the public interest that a special service area be proposed and considered for the purposes set forth in this Ordinance and that the corporate authorities conduct a public hearing as required by law to consider the establishment of the Special Service Area for the Area legally described in Exhibit A, which includes the permanent tax index number of each parcel located within the Area, and depicted on the map attached to this Ordinance as Exhibit B;

B. The Special Service Area is compact and contiguous, and no part of the area lies within any incorporated municipality other than the corporate boundaries of the Village of Hinsdale;

C. The proposed boundary of the Special Service Area complies with the SSA Tax Law;

D. The creation of a special service area has not been proposed in the territory hereinafter described during the two (2) years preceding the passage of this Ordinance;

E. The property owners in the special service area will benefit specifically from the services to be provided, and the proposed services are in addition to municipal services generally provided to the residents in the Village of Hinsdale as a whole; and

F. The Special Service Area shall be initiated.

Section 3. SSA Bonds. SSA Bonds secured by the full faith and credit of the Area may be issued for providing the special services. The SSA Bonds, when so issued, shall be retired by a levy of taxes in addition to any other taxes, as provided in the SSA Tax Law, against all of the taxable real property included in the Area as provided in an ordinance authorizing the issuance of the SSA Bonds. Unless otherwise required by applicable law, the County Clerk of Cook County shall annually extend taxes against all of the taxable property situated in Cook County and contained in such Area sufficient to pay maturing principal of and interest on such SSA Bonds without limitation as to rate or amount and in addition to and in excess of any taxes that may now or hereafter be authorized to be levied by the Village.

Section 4. Public Hearing. A public hearing shall be held on November 15, 2011, at 7:30 p.m., in Memorial Hall of the Memorial Building, 19 E. Chicago Avenue, Hinsdale, Illinois, to consider the establishment of the proposed Special Service Area in the Area described in Exhibit A, which includes the permanent tax index numbers of each parcel located within the Area (the "Public Hearing"). At the public hearing, there will be considered the following:

A. The establishment of the Special Service Area to generate additional revenue to assist in paying for the design and construction of roadway improvements, together with interest expense incurred for money borrowed or received from a bond issue to pay for the construction of the roadway improvements and the approved costs of engineering, construction, inspection, legal fees, costs of issuance of bonds for the roadway improvements, and the Village's costs for mailing, publication, recording, and other necessary and incidental expenses incurred in establishing the Special Service Area.

B. The issuance of SSA Bonds in the principal amount of \$2,100,000.00 for a period not to exceed 10 years and to bear interest at a rate not to exceed seven percent (7%) per annum.

C. SSA Bonds, if issued, may be secured by the full faith and credit of the area included within the proposed Special Service Area and retired by the levy of a

direct annual tax sufficient to pay interest on said bonds as it falls due and to discharge the principal thereof at maturity. Said taxes are to be levied upon all taxable property within the proposed Special Service Area, and said taxes shall be in addition to any other taxes provided by law.

- D. The boundaries of the proposed Special Service Area;
- E. The special services to be provided; and
- F. The estimated amount of funding required.

Section 5. Notice of Public Hearing. The notice of public hearing (the "Notice") shall be published not less than fifteen (15) days prior to the Public Hearing in the *Hinsdalean*, a newspaper published in the Village and of general circulation within the Village. In addition, notice by mailing shall be given by depositing the Notice in the U.S. mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the proposed Special Service Area. The Notice shall be mailed not less than 10 days prior to the time set for the Public Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

The Notice shall be in substantially the following form:

NOTICE OF HEARING

VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS SPECIAL SERVICE AREA NUMBER 13

NOTICE IS HEREBY GIVEN that on November 15, 2011, at 7:30 p.m. at Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, a hearing shall be held by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village"), to consider forming the Woodlands Road Improvements Special Service Area Number 13 (the "Special Service Area") at the property legally described in this Notice (the "Property").

The proposed Special Service Area is the area generally bounded by County Line Road on the west, 55th Street on the south, the east side of Harding Road on the east, and Woodside Avenue on the north.

The Property is legally described in Exhibit A, attached hereto and made a part hereof by reference, which includes a list of the permanent tax index numbers of each parcel located within the proposed Special Service Area. An accurate map

of the Property is on file in the office of the Village Clerk and available for public inspection and is attached hereto and a part hereof by reference as Exhibit B.

All interested persons, including all persons owning taxable real property located within the proposed Special Service Area, will be given an opportunity to be heard regarding the formation and boundaries of the proposed Special Service Area, the issuance of bonds to fund the special services and the levy of taxes for the proposed Special Service Area and all such persons may object to the formation of the proposed Special Service Area, the issuance of bonds to fund the special services (the "SSA Bonds") and the levy of taxes affecting the proposed Special Service Area.

The purpose of the establishment of the proposed Special Service Area is to provide special municipal services, namely, to construct roadway improvements, including all associated costs. None of the services are to be maintained other than by the Village or other governmental entity during or after the life of the SSA Bonds.

There will also be considered at the hearing the maximum rate of taxes, which shall be without limit as to rate or amount in order to pay debt service with respect to the issuance of the SSA Bonds in an aggregate principal amount not to exceed \$2,100,000.00 at an interest rate not to exceed 7% per annum to be retired for a period not to exceed 10 years. The taxes to be levied shall be subject to allocation, determination, levy and extension on ad valorem basis that provides a rational relationship between the amount of the tax levied against each lot, block, tract and parcel of land in the Special Service Area and the special services benefit rendered, and to pay the costs of administration and maintenance of the Special Service Area, and the SSA Bonds shall be paid and retired as to principal and interest by the levy of direct annual taxes.

The hearing may be adjourned by the President and Board of Trustees to another date without further notice other than by a motion fixing the time and place of the adjourned meeting, which shall be entered upon the minutes of the hearing.

If a petition is signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area and is filed with the Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the proposed Special Service Area, the imposition of a tax, or the issuance of the SSA Bonds for the provision of special services to the Special Service Area, no such special service area may be created and no such SSA Bonds may be issued or taxes levied or imposed.

By order of the President and Board of Trustees of the Village of Hinsdale,
DuPage and Cook Counties, Illinois.

Dated this 24th day of October, 2011.

Christine M. Bruton, Village Clerk
Village of Hinsdale, Illinois

Section 6. Mailing of Notice of Public Hearing. The notice of public hearing shall be mailed as provided by law, and as set forth in Section 5 above, to the last known taxpayers and to any other person required to be notified by the SSA Tax Law. A list of the last known taxpayers is available for inspection and viewing at the office of the Village Clerk.

Section 7. Objections to Special Service Area. At the public hearing set forth above, any interested person, including all persons owning taxable real property located within the proposed Special Service Area, may file with the Village Clerk written objections to and may be heard orally in respect to any issues set forth in the Notice of Public Hearing. The Village shall hear and determine all objections at the hearing and the hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

Section 8. Deletion of Properties from the Special Service Area. At the public hearing or at the first regular meeting of the Village Board thereafter, the Village may delete properties from the Special Service Area, provided, however, that such Special Service Area must still be a contiguous area as provided in the SSA Tax Law.

Section 9. 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 10. 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Z:\PLS\Village of Hinsdale\Woodlands SSA\11-xx SSA 10-12-11.doc

STATE OF ILLINOIS)
COUNTY OF DUPAGE)SS.
VILLAGE OF HINSDALE)

CERTIFICATION OF ORDINANCE

I, Christine M. Bruton, do hereby certify that I am the duly selected, qualified and acting Clerk of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village"), and as such official I am the keeper of the records and files of the Village and of the Village's Board of Trustees (the "Corporate Authorities").

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the minutes of the meeting of the Village's Corporate Authorities held on October __, 2011, insofar as same relates to the adoption of Ordinance No. ____ entitled:

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF
SPECIAL SERVICE NUMBER 13 (THE WOODLANDS ROAD
IMPROVEMENTS SPECIAL SERVICE AREA) IN THE
VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES,
ILLIOIS, THE ISSUANCE OF SPECIAL SERVICE AREA
BONDS IN AN AMOUNT NOT TO EXCEED \$2,100,000 TO PAY
COSTS OF PROVIDING CERTAIN SPECIAL SERVICES, AND
SETTING A DATE AND PROVIDING NOTICE FOR A RELATED
PUBLIC HEARING**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than affirmative vote of a majority of the members of the Board of Trustees and approved by the Village President, all on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly, that such meeting was held at a specified time and place convenient to the public, that the meeting agenda was duly posted at the Village Clerk's offices at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of the Village of Hinsdale, Illinois, this ____day of October, 2011.

Christine M. Bruton, Village Clerk

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

That part of the West Half of Section 7, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at the southwest corner of Lot 1 in Emmert's Plat of Consolidation according to the plat thereof recorded as document number 92963930, said point also being on the east line of County Line Road; thence north along said east line to the northwest corner of Lot 8 in Block 8 of The Woodlands according to the plat thereof recorded as document number 216469; thence east along the north line of said Lot 8 to the southwest corner of Lot 10 in said Block 8 of The Woodlands; thence north along the west line of Lots 10 through 15 in said Block 8 of The Woodlands to the southeast corner of Lot 1 in said Block 8 of The Woodlands; thence west along the south line of said Lot 1 to the southwest corner of said Lot 1, said point also being on the east line of County Line Road; thence north along said east line to the northwest corner of Chandler's Resubdivision according to the plat thereof recorded as document number 18311367; thence east along the north line of Lots 1 and 2 in said Chandler's Resubdivision to the northeast corner of said Lot 2, said point also being on the west line of Lot C in Resubdivision of Lots 1, 2, 3, 4, and Lots 6, 7 and 8 of Dalewood Subdivision according to the plat thereof recorded as document number 12375237; thence north along said west line to the northwest corner of said Lot C; thence east along the north line of Lots C and D in said Resubdivision of Lots 1, 2, 3, 4, and Lots 6, 7 and 8 of Dalewood Subdivision to the southwest corner of Lot L in said Resubdivision of Lots 1, 2, 3, 4, and Lots 6, 7 and 8 of Dalewood Subdivision; thence north along the west line of said Lot L to the northwest corner of said Lot L, said point also being on the south line of Lot 1 in Wilt's Resubdivision according to the plat thereof recorded as document number 16432769; thence west along the south line of Lots 1 and 2 in said Wilt's Resubdivision to the southwest corner of said Lot 2, said point also being on the east line of County Line Road; thence north along said east line to the northwest corner of Lot 7 in Block 3 of Highlands according to the plat thereof recorded as document number 1569674; thence east along the north line of said Lot 7 to the northeast corner of said Lot 7, said point also being on the west line of Lot 32 in Wooded Acres according to the plat thereof recorded as document number 8969827; thence north along the west line of said Lot 32 to the northwest corner of said Lot 32; thence northeasterly along the northerly line of said Lot 32 to the northeast corner of said Lot 32; thence southeasterly along the easterly line of said Lot 32 to the most westerly northwest corner of Lot 2 in Murray's Resubdivision according to the plat thereof recorded as document number 15854301; thence northeasterly along the northwesterly line of said Lot 2 and its northeasterly prolongation to a point on the southwesterly line of Lot 29 in said Wooded Acres, said point also being on the easterly line of Hillcrest Avenue; thence northerly along said easterly line of

Hillcrest Avenue to the northwest corner of Lot 35 in said Wooded Acres; thence east along the northerly line of said Lot 35 to the northeast corner of said Lot 35; thence southeasterly along the easterly line of Lots 35 and 27 to the northwest corner of Lot 26 in said Wooded Acres; thence northeasterly along the northwesterly line of said Lot 26 to the north corner of said Lot 26, said point also being on the westerly line of Princeton Avenue; thence northeasterly to the northwest corner of Lot 4 in Heatherwood Resubdivision according to the plat thereof recorded as document number 2594527, said point also being on the easterly line of Princeton Avenue; thence southeasterly along said easterly line to the northwest corner of Lot 12 in Heatherwood Unit 3 according to the plat thereof recorded as document number 3290424; thence northeasterly along the northwesterly line of said Lot 12 to the northeast corner of said Lot 12; thence southeasterly along the northeasterly line of said Lot 12 to the northeast corner of Lot 11 in said Heatherwood Unit 3; thence southeasterly along the northeasterly line of said Lot 11 to the most northerly southeast corner of said Lot 11; thence southeasterly along the northeasterly line of Lots 11 through 9 in said Heatherwood Unit 3 to the northwest corner of Lot 6 in said Heatherwood Unit 3; thence east along the north line of said Lot 6 to the northeast corner of said Lot 6, said point also being on the west line of Columbia Avenue; thence south along said west line to a line being the westerly prolongation of the north line of Lot 1 in Heatherwood Unit 4 according to the plat thereof recorded as document number 89347226; thence east along said north line and its westerly prolongation to the westerly line of the Tri-State Tollway (Interstate 294); thence southerly along said westerly line to the north line of Lot 7 in Block 2 of said The Woodlands; thence west along said north line to the northwest corner of said Lot 7, said point also being on the easterly line of Harding Road; thence southwest to the northeast corner of Lot 9 in Block 1 of said Woodlands, said point also being on the westerly line of Harding Road; thence west along the north line of said Lot 9 to the northwest corner of said Lot 9; thence south along the west line of said Lot 9 to the southwest corner of said Lot 9, said point also being on the northerly line of 7th Street; thence southeasterly along said northerly line to a line being the northerly prolongation of the east line of Lots 1 through 8 in Block 4 of said Woodlands; thence south along said east line and its northerly prolongation to the southeast corner of said Lot 8; thence west along the south line of said Lot 8 to the northeast corner of Lot 9 in said Block 8 of The Woodlands; thence south along the easterly line of said Lot 9 to the southeast corner of said Lot 9, said point also being on the northerly line of Woodland Avenue; thence southeasterly to the northwest corner of Lot 19 in Block 11 of said Woodlands, said point also being on the southerly line of Woodland Avenue; thence southeasterly along said southerly line to the most southerly northeast corner of said Lot 19, said point also being on the westerly line of Harding Road; thence southerly along said westerly line and its southerly prolongation to the westerly line of said Tri-State Tollway (Interstate 294); thence southwest along said westerly line to the north line of 55th Street; thence west along said north line to the southeast corner of Lot 11 in A.E. Fossier & Co.'s Resubdivision according to the plat thereof recorded as document number 1945977; thence north along the east

line of said Lot 11 to the northeast corner of said Lot 11; thence northwesterly along the northerly line of said Lot 11 to the northwest corner of said Lot 11, said point also being on the northerly line of Pamela Circle; thence northwesterly along said northerly line to the southeasterly line of Lot 21 in Block 9 of said The Woodlands; thence northeasterly along said southeasterly line to a line drawn at right angles to the northwesterly line of said Lot 21 through a point in said northwesterly line which is 208.98 feet southwesterly of the north corner of said Lot 21; thence northwesterly along said line drawn at right angles to the southeasterly line of Lot 22 in said Block 9 of The Woodlands; thence southwesterly along said southeasterly line to the most southerly south corner of said Lot 22; thence northwesterly along the westerly line of Lots 22 through 25 in said Block 9 to the northwest corner of said Lot 25, said point also being on the south line of Lot 1 in said Emmert's Plat of Consolidation; thence west along said south line to the Point of Beginning, in Cook County, Illinois.

PERMANENT TAX INDEX NUMBERS OF EACH PARCEL
LOCATED WITHIN THE ABOVE DESCRIBED AREA

18-07-302-009-0000
18-07-302-010-0000
18-07-302-011-0000
18-07-302-012-0000
18-07-302-013-0000
18-07-302-014-0000
18-07-302-015-0000
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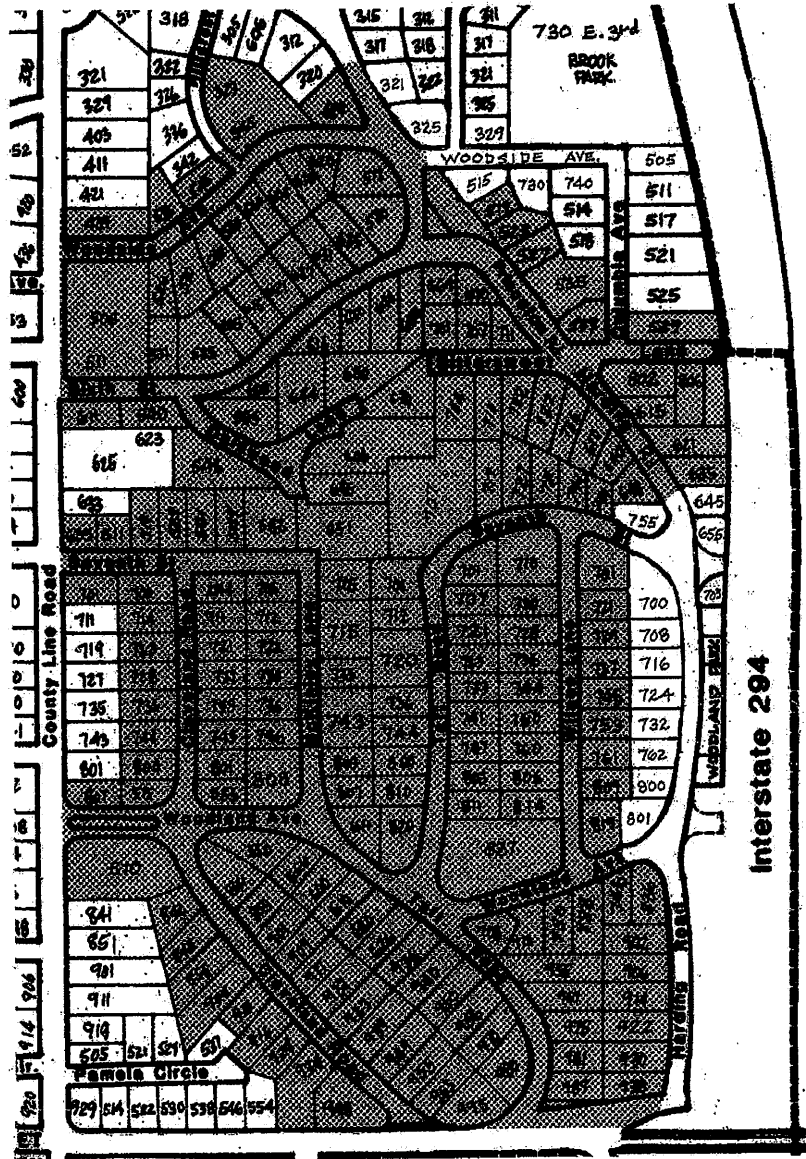
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EXHIBIT B

WOODLANDS



REVISED 1/29/11

MEMORANDUM

Date: October 21, 2011
To: President Cauley & Board of Trustees
From: David Cook, Village Manager 
RE: Discussion on Municipal Electricity Aggregation

At their meeting on October 17th, the EPS Committee discussed the attached materials on Municipal Electricity Aggregation. While not making a recommendation on whether to proceed, the Committee felt that Municipal Electricity Aggregation has merit and should be considered by the entire Board.

Trustee LaPlaca and staff have put together a brief power point presentation for Monday's Board meeting.

MEMORANDUM

To: EPS Members
From: Laura LaPlaca
Date: October 14, 2011
Re: Municipal Electricity Aggregation

This past week, Dave Cook, Darrell Langlois and I attended a seminar sponsored by the DuPage Mayors and Managers on Municipal Electricity Aggregation. You have probably heard or seen ads for independent electric providers urging individual residential consumers to contract with them for lower cost electricity. Well, this is similar except that a municipality contracts with an independent provider on behalf of the community and by doing that is able to negotiate a rate lower than the rate offered by ComEd. In order to do this, the municipality must place a referendum on the ballot to ask the voters to give the municipality the authority to aggregate the electric accounts and to seek bids for power generation. If passed, the municipality passes an ordinance and adopts a plan to affect the bid process and the contract with the provider. Residents are given the option to opt out of the plan and to remain with ComEd. Regardless of the provider of the power, ComEd continues to be the billing entity and is responsible for all electrical infrastructure and outages. The opportunity for residents (and small businesses) to achieve significant savings is potentially ongoing but would be at the highest level in the next 12-18 months because until 2013 ComEd is tied to energy contract prices that are significantly higher than the current market rate. In fact, Dave did some math from information given us at the seminar and estimated annual savings (based on a savings of 30% off ComEd rates and for a community of 5,000 customers) at a little over \$2 million in 2012/13. There would be administrative costs associated with the creation of the plan and related documents, but some if not all of that can be passed thru to the provider or done in-house. The specifics on these related costs are something we would have to explore further. Oak Brook has passed an aggregation ordinance and just received their very favorable electric bids. Their Village Manager indicated that most of their costs were in-house or absorbed as part of their attorney retainer.

I should note that this program in no way impacts power outages or gives us any leverage over ComEd. In fact, ComEd will offer assistance to communities interested in aggregation. Because they make no profit on the sale of electricity, they don't care if they are not the provider and, as I mentioned earlier, they continue to be solely responsible for outages and infrastructure. (In this way the plan differs entirely from the plan proposed 4 years ago for Hinsdale to become its own electric utility).

In order to achieve the lion's share of the savings on this plan, it would be necessary to have the referendum on the ballot in March which would mean approving a referendum by January 3, 2012. This is obviously a short time line but one which we think we could meet and which would give residents the biggest bang for their buck. We would have the 3 months from January to March to educate the public on the pros-cons and details

of the plan before the election. For your benefit, I thought it might help to know the referendum language that the Board would ultimately be approving:

"Shall the Village of Hinsdale have the authority to arrange for the supply of electricity for the residential and small commercial retail customers who have not opted out of such program?"

Because of the tight timing, I thought that we should discuss the possibility of undertaking this type of program at Monday's EPS meeting. If we wait until next month, it would be virtually impossible to meet the January 3 deadline. There are obviously many details to a plan like this that I have not gone into in this short summary, but I think it does merit further examination and that the EPS meeting would be the appropriate place to explore those issues.

Attached you will find some informational materials that we received at the seminar as well as a potential time-line for moving forward with the proposal. In addition, we have invited Larry Shover from the Northern Illinois Electric Collaborative to give a brief presentation on Electricity Aggregation in Illinois.

Laura

ELECTRIC AGGREGATION TIMELINE

October – December 2011	Municipal authority reviews aggregation issue and decides whether to pursue aggregation. Municipality selects consultant, attorney, or other facilitator to assist with aggregation process.
October 2011 – March 2012	Educate residents on referendum.
January 3, 2012	Last day for local governing boards to adopt a resolution or ordinance to allow binding public questions to appear on the ballot [10 ILCS 5/28-2(c)].
January 12, 2012	Last day for the circuit clerk and the local election official to certify any binding public question or advisory referenda to the election authority having jurisdiction over the political subdivision [10 ILCS 5/28-5].
March 20, 2012	Public votes on referendum at general election.
April – May 2012	Municipality, with assistance from the selected consultant and the Illinois Power Agency, shall develop a Plan of Operation and Governance.*
April – May – June 2012	Before adopting a Plan of Operation and Governance, Municipality shall hold 2 public hearings on the plan.*
April – May – June 2012	Municipality shall adopt a Plan of Operation and Governance.*
Late June – July 2012	Municipality solicits bids for electricity and other services.
Late June – July 2012	Upon request from Municipality, ComEd must submit, in electronic format, those names and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the electric utility's records at the time of request.*
July – August 2012	Municipality selects winning bid for electricity and other services.
July – August 2012	Municipality (or new supplier) shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the aggregation program without penalty.*

* Required by the Illinois Power Agency Act (20 ILCS 3855/1-92)

Electric Aggregation Frequently Asked Questions

Will County Governmental League

Q: Why is this opportunity available?

A: On August 10, 2009, Governor Quinn signed into law Public Act 096-0176, amending the original Illinois electric deregulation legislation. This is the last part of the Deregulation Process, until this Act was amended, only larger customers such as industrial, commercial, and governmental entities could participate. Three fourths of this commercial load is currently purchased from sources other than ComEd. The new law allows municipalities to transfer their residents' and small business owners' electric accounts to alternative electric suppliers.

Q: What is deregulation?

A: On December 16, 1997, the State of Illinois implemented a plan to deregulate Commonwealth Edison ("Com-Ed"). Under this plan, Com-Ed no longer generates electricity for its customers but continues to provide power generated by others through its distribution system. Deregulation means that power can be purchased through any of the 23 Illinois Commerce Commission approved power suppliers.

Q: What is Electric Aggregation?

A: Electric Aggregation is a program that allows local governments to bundle - or aggregate - residential and small commercial retail electric accounts and seek bids for a cheaper source of power. Currently, ComEd customers receive electricity at a price set each year by the Illinois Power Agency, a governmental body that secures electricity on the wholesale market on behalf of ComEd. By bundling residential and small commercial accounts, municipalities can go out into the open market to seek a lower rate for electric power. Since 1999, large industrial and commercial customers have used this option to reduce electricity costs.

Q: How does the program work?

A: Under state law, the municipality must place a referendum on the ballot to ask voters to give the municipal government the authority to aggregate electric accounts and seek bids for power generation. Once voters have approved the referendum on the March 20, 2012 ballot, the municipality will hold at least two public hearings to discuss and create an aggregation plan. Once the plan is in place, municipal staff, with the assistance of energy experts, would prepare and publicize a request for proposals. Only energy suppliers certified and regulated by the Illinois Commerce Commission could respond. The bid that comes closest to achieving the goals of the aggregation plan would be accepted. However, if none of the bids meet the plan's goals, there is no obligation to accept one, and the aggregated accounts will continue to receive power from ComEd at the prevailing rates. A resident or small business has no obligation to participate and could choose to opt out of the program altogether.

Electric Aggregation Frequently Asked Questions

Q: What is the referendum on the March 20, 2012 election ballot?

A: Voters will be asked whether or not your municipality should have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program.

Q: What are the benefits of aggregation?

A: The most important benefit is the opportunity for residents and small businesses to save money on electric supply costs.

Q: Am I obligated to participate?

A: No. Any account holder may opt-out of the program and remain on ComEd's supply service rate.

Q: What does "opt-out" mean?

A: All residential and small commercial electricity users will be included in the customer base unless they affirmatively choose not to participate. The opportunity to opt out will be available up to the time of program implementation.

Q: How do I opt-out of the program?

A: Customers will have a chance to opt-out of the aggregation program, but must do so before the new service begins. Customers will receive notice informing them of the opt-out period, who to contact, and how they must communicate their intention to opt-out.

Q: Who will take care of my power if there is an outage?

A: ComEd, by law, will still be paid to distribute the power to the homes and businesses and handle any emergency repairs.

Q: What is Com Ed's role in this program?

A: ComEd distributes electricity, but does not generate it. As the local electricity distributor, ComEd is responsible for infrastructure, like power lines that bring electricity into homes and businesses, responding to outages and billing. ComEd will continue to bill customers for electric usage regardless of the supplier of that electricity.

Q: If I participate, will I get two bills - one from ComEd for delivering the power and another from a company that provides it?

Electric Aggregation Frequently Asked Questions

A: No. ComEd will remain responsible for billing customers for all electricity, regardless of the electric supplier. The only change would be the name of the electricity provider on the bill's electricity supply.

Q: If aggregation means lower energy costs for customers, won't ComEd simply increase charges on the distribution side to protect its profit margin?

A: ComEd owns the distribution system only, and so does not realize profits or losses from the sale of energy. ComEd has worked for several years with large commercial and industrial customers who have switched to third-party energy suppliers, and remains supportive of other customers who switch to third-party suppliers. In other words, there will be no impact on distribution rates. Per ICC regulations, ComEd cannot introduce any separate distribution fees on cities that aggregate.

Q: Can savings be guaranteed under an aggregation program?

A: Municipalities can structure its request for proposals so that bidders set their rates at a specified percentage under ComEd's established rate. Market fluctuations make it impossible to guarantee that bids will come in under the current energy rate paid by ComEd customers. However, since that current rate is set every May, the market can react to it, and often provide a lower rate. Right now, residents and small businesses pay a higher rate than most large commercial, industrial and institutional accounts that have sought open market bids.

Q: What happens if the municipality cannot purchase or negotiate lower rates than ComEd?

A: Your account would stay at ComEd and ComEd would be both the power provider and the local distribution company. Either way, ComEd will be our distributor.

Q: I am currently enrolled in ComEd's budget program where you are able to spread out your ComEd electric service costs evenly throughout the year. Will the new power provider have this or a similar program?

A: The Request for Proposals will request that this program is included in the bid specs.

Q: Are there any downsides?

A: Municipalities will not be obligated to accept unfavorable bids and any account holder can opt out of the program. If bids do not meet the aggregation plan goals, then they can be rejected.

Q: What are the costs to implement and manage the program?

Electric Aggregation Frequently Asked Questions

A: Few costs are associated with Electric Aggregation beyond staff time and community outreach and education efforts.

Q: Does the municipality have experience managing this type of bidding process?

A: Municipalities, as a larger commercial electric users, have used competitive bidding to obtain lower electric rates for various municipal facilities since electric deregulation made that option available four years ago. With Electric Aggregation, the municipal role will be to develop a request for proposals on behalf of residential and smaller business accounts, receive and evaluate competing bids, select the best bidder, and then determine whether to enter into a contract with that bidder. This process is standard in municipal government procurement. The municipality will also work closely with an energy firm who is an expert in this energy procurement process.

Q: If voters approve the referendum, how long will it be before the program is implemented?

A: State law requires certain steps be followed to approve and implement the Electric Aggregation Program. If voters give the municipality the authority to pursue aggregation, two public hearings must be held to gather citizen input for an aggregation plan that outlines goals such as savings targets. Once the plan is created and adopted, municipal staff would seek competitive bids from energy suppliers via a formal request for proposals (RFP) process. If a bid is received that meets the goals of the plan, a contract would be negotiated.



Municipal Electric Aggregation What it Means for You

BY AARON RASTY, CO-FOUNDER AND PRESIDENT, BLUESTAR ENERGY SOLUTIONS

MUNICIPAL ELECTRIC AGGREGATION

Electricity supply is one area to consider as municipalities look for ways to reduce costs and provide additional value to their communities and enhance their environmental impact. As you may know, Illinois is one of several deregulated states, offering businesses and the public the opportunity to purchase energy from a retail electric supplier. In fact, Illinois is a prime location where municipalities can make the most out of the deregulated energy market.

Through Municipal Electric Aggregation, Illinois municipalities can help residents and small businesses maximize their savings by reducing energy costs and furthering energy efficient practices for the community. It is the method by which municipal or county governments can enter into electricity purchasing agreements on behalf of consumers within their jurisdiction. By aggregating the buying power of a large number of small customers, a non-profit municipal entity can get a better deal for those customers than they would if they shop for electricity on an individual basis. In addition, it offers residents an opportunity to understand and take advantage of the benefits of a deregulated electric market.

AGGREGATION PROGRAMS

There are two ways for local governments to aggregate their communities for the purchase of energy – “opt-in” and “opt-out.” Opt-in aggregation requires the individual to enroll in the program before being included in the aggregation pool of customers. Opt-out aggregation automatically includes each household in the aggregated pool unless the individual affirmatively “opts out,” or decides not to participate.

We believe the more viable option is to provide aggregation service on an opt-out basis — customers are much more likely to utilize this service if it is provided to them on a default basis. Additionally, in opt-out aggregation the aggregator has a more

predictable energy load to use in negotiating with suppliers. Having a relatively predictable pool size of customers may increase an electric supplier’s willingness to offer lower prices and enhanced services.

BENEFITS OF AGGREGATION

Properly implemented, municipal aggregation programs offer several benefits to the end-user, including:

- **COMPETITIVE OPPORTUNITIES:** Suppliers generally compete harder for a large group of customers available through a single solicitation (such as municipal aggregation) than when approaching customers one-by-one. Suppliers are willing to provide extremely aggressive pricing in aggregation settings because of the opportunity to acquire a large number of customers quickly and at a relatively low cost per acquisition.
- **GREATER BUYING POWER:** Aggregation of demand is a way to obtain services or products at favorable prices and terms. The same is true for the purchase of electricity. Because of economies of scale, load aggregation increases the buying power of participating consumers, particularly if they seek customized services. The competitive pressure created by this increased buying power drives prices lower. This process means greater savings for municipalities and their residents.
- **ENVIRONMENTAL BENEFITS:** Municipal Electric Aggregation in Illinois is also a direct way to achieve meaningful environmental benefits. This provides an opportunity to identify environmentally-responsible energy sources, such as wind or solar, that will be part of the supply mix for the community. It is important to consider designing and implementing a meaningful energy efficiency and sustainability program that can be funded exclusive of municipal expenditures.

MUNICIPAL ELECTRIC AGGREGATION CONTINUES ON PAGE 16

- ♦ **OTHER TANGIBLE ECONOMIC BENEFITS:** Depending on how effective the program is managed, municipalities may be able to creatively apply the revenue streams for grants, free energy audits for local businesses, new energy efficiency projects, a new park or other uses.

Municipal Electric Aggregation has been successfully implemented in several other states, with Ohio being a leader. Ohio introduced aggregation in 2001 and by 2003 it was responsible for 93 percent of the electricity switching over in the state. Some 200 municipalities in Ohio, via the Northeast Ohio Public Energy Council (NOPEC), demonstrated that it is possible to put a proposal for "opt-out aggregation" to their electorate. They received support, put municipal supply out to bid, and received a better price for electricity and/or gas supply than the standard price set by the incumbent utility. The procedure is now standardized, professional advice and expertise are widely available, and the whole process can be completed in a little over 12 months. Grants were made available from this program in Ohio. Those involved credit both the Public Utilities Commission of Ohio (PUCO) and the

Ohio Consumer Counsel (OCC) for helping to make Municipal Electric Aggregation a success.¹

MUNICIPAL ELECTRIC AGGREGATION IN ILLINOIS

Municipal Electric Aggregation became available in Illinois due to the 2007 passage of the Illinois Power Agency Act, which authorized municipal and county authorities to negotiate electric power supply arrangements for their residential and small business consumers.

The Act allows local municipal or county governments to aggregate the electric loads of the residential and small business consumers within their boundaries, in order to negotiate terms with a power supplier. If accounts are transferred to a different energy supplier, the local utility (either ComEd or Ameren) remains the distributor of all electricity, while the new supplier would actually sell the electric power.

In 2011, 24 towns in the ComEd territory placed referendums on their ballots, 21 of which were approved. Below is a snapshot of communities pursuing Municipal Electric Aggregation at this time.

Community	Status
Campton Hills	Referendum Passed
Crest Hill	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013
Elburn	Supplier - Direct Energy, Rate - 5.99 cents per kWh through October 2012
Erie	Supplier - Nordic Energy Services, Term - 3 years
Fox River Grove	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013
Fulton	Supplier - FirstEnergy Solutions, Rate - 6.23 cents per kWh (residential) through July 2014
Glenwood	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013
Grayslake	Referendum Passed
Harvard	Supplier - Direct Energy
Lincolnwood	Referendum Passed
Milledgeville	Supplier - FirstEnergy Solutions, Rate - 5.90 cents per kWh, Term - 3 years
Morris	Referendum Passed
Mount Morris	Referendum Passed
New Lenox	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013
North Aurora	Supplier - Integrys, Rate 5.75 cents per kWh (residential), Term - 2 years
Oak Brook	Referendum Passed
Oak Park	Referendum Passed
Polo	Referendum Passed
Sugar Grove	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013
Wood Dale	Referendum Passed

Source: Illinois Commerce Commission (ICC)

* Current ComEd rate - 7.13¢/kWh

IMPLEMENTATION PROCESS

While there is much more information to share on the process of Municipal Electric Aggregation, the top steps for implementation include the following:

1. Identify and retain a consultant or identify internal resources to manage program.
2. Submit referendum to be put to the electors at the next regular election in that location.
3. Receive affirmative vote of electorate.
4. Develop a plan of operation and governance for the aggregation program, and hold at least two public hearings on it.
5. Prepare an RFP and put it out to bid.
6. Notify electric utility customers in the city of the rates, conditions of enrollment and provide option to "opt-out" of the aggregation.

TIMELINE

Below is a general timeline of the key activities for a community plan for 2012.

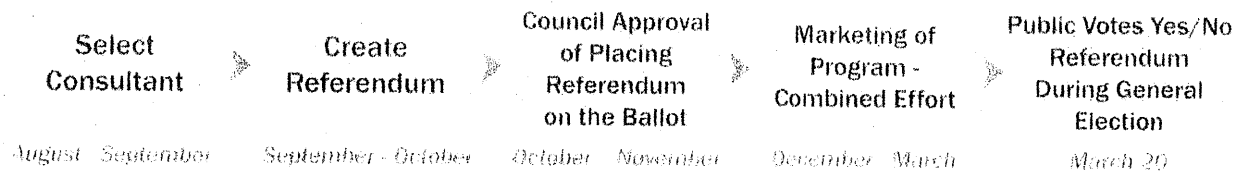
CHALLENGES & CHOICES

Most communities may lack the necessary expertise and staff to handle the aggregation process on their own. There may be challenges with managing the technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with suppliers and providing ongoing management and monitoring on behalf of constituents.

To help with the overall aggregation process, it may be prudent to consider working with a consultant with experience and capabilities to help get the job done. Municipalities typically work with a consultant to manage contracts and develop and implement energy efficiency programs, as well as to lead voter education efforts before and after the referendum. The consultant's role is to design an aggregation plan that both complies with applicable law as well as serves the agreed upon needs of the community. The consultant assists in administrative issues, solicits bids, and coordinates the selection of a supplier. After supplier selection and execution of a contract, the consultant's role is monitoring and administering the contract. The local electric utility is subject to the same laws, regulations and tariffs as the services used by other retail

MUNICIPAL ELECTRIC AGGREGATION CONTINUES ON PAGE 18

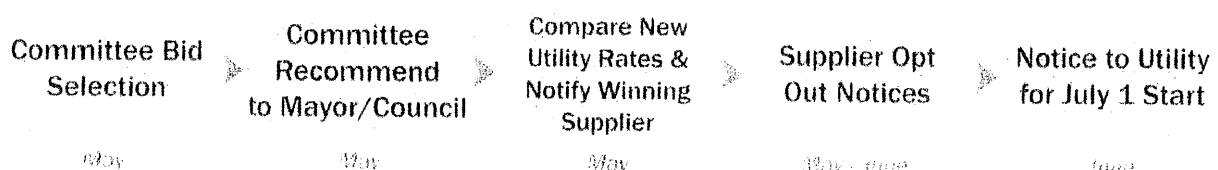
Stage 1



Stage 2 - Assume referendum is approved



Stage 3



customers; there is no degradation in utility service or bias against customers or communities utilizing municipal aggregation. In addition, the supplier serving the community is subject to strict oversight by the Illinois Commerce Commission, including licensing, consumer information, and renewable portfolio standards.

There are several attributes to look for when considering a consultant, such as:

- ♦ **INDEPENDENCE** – It is important that the consultant is completely neutral in the selection of a supplier. This independence may lend greater credibility to the public perception of the program.
- ♦ **EXPERTISE/SOLUTIONS** – The consultant should have a wide range of expertise with retail electric supply, wholesale energy markets, regulatory experience and demand-side management experience, especially if the municipality is considering energy efficiency and conservation programs in the future.

One such example with an efficiency program is right here in Illinois. The city of Aurora developed the Go Green Aurora campaign to increase renewable energy purchases by households and businesses and qualify

as the first U.S. Environmental Protection Agency (EPA) Green Power Community in Illinois. Aurora has helped conserve natural resources by reducing the city's carbon footprint, supporting the creation of clean energy jobs in the U.S. and assisting in the generation of new renewable energy.

- ♦ **LOCAL PERSPECTIVE** – It helps having a consultant who knows the essentials of electric supply and efficiency within Illinois. Each electric utility has its own nuances and restrictions with electric supply, rebate programs and other activities, which is why it helps to have a consultant who knows the area well.

MOVING YOUR COMMUNITY FORWARD

Municipal Electric Aggregation provides an opportunity to unlock savings for municipalities and their communities. It also can help support broader energy efficiency and sustainability efforts in the community, including solar generation of power. At BlueStar Energy, we believe that the cheapest and cleanest kilowatt hour is the one not used. Overall, this aggregation process can lead to lasting, meaningful change and real economic benefits to municipalities and their residents.

¹ Footnote: Stephen Littlechild, "Municipal Aggregation and Retail Competition in the Ohio Energy Sector," August 2007



DATE: October 24, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development															
ITEM Cases A-05-2011 <u>and</u> A-22-2011– Applicant: Eden Assisted Living – Request: Site Plan/Exterior Appearance Approval for Landscaping and Removal of the Existing Townhomes at 10 N. Washington Street and a Text Amendment to Section 4-112, as it relates to density and multi-building access in the R-5 and R-6, Multi-Family Residential Districts.	APPROVAL															
<p>The Applicant, Eden Assisted Living, has submitted an application to amend Article IV (Multiple Family Residential Districts), Section 4-112, of the Village of Hinsdale Zoning Code, as it relates to density and multi-building access for Personal Care Facilities and Senior Citizen Housing, in the R-5 and R-6, Multi-Family Residential Districts. At the Village Board meeting of August 16, 2011, the Board approved requests for Special Use Permits for a Planned Development, Personal Care Facility and Senior Citizen Housing, subject to the applicant returning to the Plan Commission to obtain a text amendment related to density and multi-building access, as well as approval for site plan/exterior appearance. As part of the recommendation, the Board requested that the applicant remove the existing townhomes on the subject property and as such, the applicant is required to obtain revised site plan/exterior appearance approval for the changes to the site plan. The applicant has revised their site plan and landscape plan accordingly. Additionally, the Board advised the applicant that they would expedite the process as quickly as they could and asked staff to proceed accordingly. As such the applicant is reappearing before you at the direction of the Village Board. Attached you will find the applicant's revised applications and any additional information as a result of the direction given to the applicant by the Board.</p> <p>Below is draft language proposed by the applicant (changes are underlined), that would amend the Zoning Code as it relates to density and multi-building access in the R-5 and R-6, Multi-Family Residential Districts. As a result of discussions at the Zoning and Public Safety Committee meeting, a slight modification to the original language has been recommended and is identified below with a double underline.</p> <p>At the September 14, 2011 Plan Commission meeting the commission reviewed the application submitted by Eden Assisted Living and recommended approval, on an 8-0 vote (1 absent), the approval for Site Plan and Exterior Appearance Plan for the Property Located at 10 North Washington Street. In addition the Commission recommended on an 8-0 vote (1 absent), a Text Amendment to Section 4-112, as it relates to density and multi-building access in the R-5 and R-6, Multi-Family Residential Districts and, with the changes underlined below:</p> <table><tr><td>Section 4-112</td><td>R-5</td><td>R-6</td></tr><tr><td>B. Minimum Lot Area and Dimensions:</td><td></td><td></td></tr><tr><td>2. Lot Area Per Unit (square feet)</td><td></td><td></td></tr><tr><td> f. Nursing or Personal Care Facility⁽³⁾⁽⁴⁾</td><td>2,000</td><td>1,500</td></tr><tr><td> g. Planned Development⁽³⁾⁽⁵⁾⁽⁶⁾⁽¹⁸⁾</td><td>5,000</td><td>3,000</td></tr></table> <p>G. <i>Exceptions and Explanatory Notes.</i></p> <p>3. <i>Density adjustment for senior citizen housing <u>and personal care facilities.</u></i></p>		Section 4-112	R-5	R-6	B. Minimum Lot Area and Dimensions:			2. Lot Area Per Unit (square feet)			f. Nursing or Personal Care Facility ⁽³⁾⁽⁴⁾	2,000	1,500	g. Planned Development ⁽³⁾⁽⁵⁾⁽⁶⁾⁽¹⁸⁾	5,000	3,000
Section 4-112	R-5	R-6														
B. Minimum Lot Area and Dimensions:																
2. Lot Area Per Unit (square feet)																
f. Nursing or Personal Care Facility ⁽³⁾⁽⁴⁾	2,000	1,500														
g. Planned Development ⁽³⁾⁽⁵⁾⁽⁶⁾⁽¹⁸⁾	5,000	3,000														

(b) Maximum permissible adjustment.




No such adjustment shall reduce the lot size per dwelling unit requirement to less than 2,000 square feet unless such request is in conjunction with a Special Use for a Planned Development requesting Special Use permits for both a Personal Care Facility and Senior Citizen Housing, and provided that the structures that are the subject of the application were constructed prior to the year 1980.

18. Buildings for Senior Citizen Housing and Personal Care Facilities. Separate buildings connected by atriums and/or enclosed walkways which were constructed prior to the year 2010, shall not create a single structure.

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

MOTION: Move that the Board of Trustees approve an “Ordinance Amending Article IV (Multiple Family Residential Districts), Section 4-112 (Special Development and Use Regulations) of the Hinsdale Zoning Code as it Relates to Density and Multi-Building Access in the R-5 and R-6 Multi-Family Residential Districts.” And;

MOTION: Move that the Board of Trustees approve an “Ordinance Approving a Special Use Permit for a Planned Development, A Special Use Permit for a Personal Care Facility and Senior Citizen Housing Development, and Site Plan and Exterior Appearance Plan for the Property Located at 10 North Washington Street.”

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On September 26, 2011, the Zoning and Public Safety Committee moved, on a 3-1 vote, to recommend approval of the above motions.				
BOARD ACTION:				

***Please note that subsequent to the September 26th Zoning and Public Safety meeting, modifications have been made to the ordinance, specifically the addition of letter “K”, in the attached ordinance.

HINSDALE PLAN COMMISSION

RE: Case A-05-2011 - Applicant: Eden Assisted Living - Location: 10 N. Washington Street: Site Plan/Exterior Appearance Approval for Landscaping and Removal of the Existing Townhomes at 10 N. Washington Street

DATE OF PLAN COMMISSION REVIEW: September 14, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 26, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The applicant, Eden Assisted Living, has submitted an application for Site Plan/Exterior Appearance Approval for Landscaping and Removal of the Existing Townhomes at 10 N. Washington Street.
2. The property is located within the R-5, Multi-Family Residential District and O-1, Specialty Office District and improved with an existing vacant facility (R-5) and accessory parking lot (O-1).
3. At the request of the Village Board, the applicant is proposing to remove the existing townhomes at 10 N. Washington Street and provide additional landscaping.
4. The Plan Commission heard testimony from the applicant regarding the proposed request at the Plan Commission meeting of September 14, 2011.
5. The Plan Commission finds that the plan submitted by the Applicant, for the proposed site plan changes, complies with the standards set forth in Section 11-604 and Section 11-606 set forth in the Hinsdale Zoning Code governing site plan review and exterior appearance review.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of eight (8) "Ayes," 0 "Nay," and one (1) "Absent" recommends that the President and Board of Trustees approve the Application for Site Plan/Exterior Appearance Approval for Landscaping and Removal of the Existing Townhomes at 10 N. Washington Street.

THE HINSDALE PLAN COMMISSION

By: _____

Chairman

Dated this 12th day of Oct., 2011.

HINSDALE PLAN COMMISSION

RE: Case A-22-2011 - Applicant: Eden Assisted Living – Request: Text Amendment to Section 4-112, as it relates to density and multi-building access in the R-5 and R-6, Multi-Family Residential Districts.

DATE OF PLAN COMMISSION REVIEW: September 14, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 26, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, Eden Assisted Living, submitted an application to Section 4-112, as it relates to density and multi-building access in the R-5 and R-6, Multi-Family Residential Districts.
2. The Plan Commission heard testimony from applicant regarding the proposed text amendment at the Plan Commission meeting of September 14, 2011.
3. The Village Attorney recommended the modification of certain language in the ordinance specifically related to dates of effectiveness as proposed.
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 eight (8) "Ayes", zero (0) "Nays" and one (1) "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 12th day of Oct., 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE AMENDING ARTICLE IV (MULTIPLE FAMILY RESIDENTIAL DISTRICTS), SECTION 4-112 (SPECIAL DEVELOPMENT AND USE REGULATIONS) OF THE HINSDALE ZONING CODE AS IT RELATES TO DENSITY AND MULTI-BUILDING ACCESS IN THE R-5 AND R-6 MULTI-FAMILY RESIDENTIAL DISTRICTS

(Plan Commission Case No. A-22-2011)

WHEREAS, Eden Assisted Living (the "Petitioner"), has filed an application seeking to amend Article IV (Multiple Family Residential Districts), Section 4-112 (Special Development and Use Regulations) of the Hinsdale Zoning Code related to density and multi-building access for personal care facilities and senior citizen housing in the R-5 and R-6 Multi-Family Residential Districts (the "Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on September 14, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on August 25, 2011, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of eight (8) in favor, none (0) against and one (1) absent, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-22-2011; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 26, 2011, 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 Section 4-112 of the Zoning Code. Article IV (Multiple Family Residential Districts), Section 4-112 (Special Development and Use Regulations) of the Hinsdale Zoning Code is amended by adding the underlined language and deleting the overstricken language to read as follows:

Sec. 4-112. Special development and use regulations.

* * * *

B. C. Minimum Lot Area and Dimensions. (2)

* * * *

2. Lot Area Per Unit (square feet)

	R-5	R-6
* * *	*	
f. Nursing or personal Care Facility <u>(3)(4)</u>	2,000	1,500
g. Planned development <u>(3)(5)(6)(18)</u>	5,000	3,000
* * *	*	

G. H. *Exceptions and explanatory notes.*

* * * *

3. *Density adjustment for senior citizen housing and personal care facilities.*

* * * *

(b) Maximum permissible adjustment. No such adjustment shall reduce the lot size per dwelling unit requirement to less than 2,000 square feet unless in conjunction with a special use for a planned development that includes special use permit applications for both a personal care facility and senior citizen housing, and provided that the structures that are the subject of the application were constructed prior to the year 1980.

* * * *

18. Buildings for Senior Citizen Housing and Personal Care Facilities.
Separate buildings connected by atriums and/or enclosed walkways
which were constructed prior to the year 2010 shall not create or
otherwise be considered a single structure.

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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Sec. 4-112 09-19-11.doc

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLANNED
DEVELOPMENT, A SPECIAL USE PERMIT FOR A PERSONAL CARE
FACILITY AND SENIOR CITIZEN HOUSING DEVELOPMENT,
AND SITE PLAN AND EXTERIOR APPEARANCE PLAN
FOR THE PROPERTY LOCATED AT 10 NORTH WASHINGTON STREET
(Plan Commission Case No. A-05-2011)**

WHEREAS, Eden Assisted Living (the "Petitioner") is the contract purchaser of the parcels of property generally located at 10 North Washington Street (the "Subject Property"), which Subject Property is legally described in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, the Petitioner has applied for a planned development, which is required to be processed as a special use in the R-5 Multi-Family District, in Plan Commission Case No. A-05-2011 (the "Application"); and

WHEREAS, the Petitioner has applied for a special use permit to operate a personal care facility and senior citizen housing development at the Subject Property as part of the Application; and

WHEREAS, the Petitioner has applied for site plan and exterior appearance plan approval also as part of the Application; and

WHEREAS, a planned development was originally approved for the Subject Property pursuant to Village of Hinsdale (the "Village") Ordinance No. O94-1, as amended by Ordinance No. O2002-7, for senior citizen housing, and that facility ceased operations in 2009; and

WHEREAS, the Petitioner proposes to operate a personal care facility and senior citizen housing development at the Subject Property to provide assisted living for adults 55 years of age or older with physical disabilities (the "Facility"), and seeks the approval of a new planned development for the Subject Property; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing and deliberated on the Application in Plan Commission Case No. A-05-2011 on April 13, 2011 and May 11, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on March 24, 2011, and upon remand of the Application by the Board of Trustees to the Plan Commission, conducted a further public hearing on July 13, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on June 22, 2011, 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-05-2011; and

WHEREAS, the Plan Commission, at a regular meeting on August 10, 2011, approved its Findings and Recommendations for Plan Commission Case No. A-05-2011; and

WHEREAS, the Village Board remanded the Application for site plan and exterior appearance plan approval at its meeting of August 16, 2011, for the Petitioner to reflect the removal of the existing townhomes on the Subject Property on the site plan and exterior appearance plan; and

WHEREAS, the Petitioner revised its site plan and exterior appearance plan to reflect the removal of the existing townhomes at the Subject Property; and

WHEREAS, upon remand of the Application, at a regular meeting on September 14, 2011, the Plan commission unanimously recommended approval of the site plan and exterior appearance plan by a vote of eight (8) in favor, none (0) and one (1) absent; and

WHEREAS, the Petitioner shall remove all of the existing townhomes located on the Subject Property as reflected in the site plan attached hereto as Exhibit C; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed 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 the Hinsdale Zoning Code relating to the requested approvals, but only subject to the conditions set forth in this Ordinance.

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

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

Section 2. Approval of a Special Use Permit for a Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Hinsdale Zoning Code, approves a special use permit authorizing a Planned Development for the Subject Property, and approves the planned development detailed plan prepared by Burke Engineering Corp. dated September 9, 2009, in the form attached to, and by this

reference incorporated into, this Ordinance as Exhibit B (the "Approved Detailed Plan"). The approval granted in this Section 2 is subject to the conditions set forth in Sections 7 and 8 of this Ordinance.

Section 3. Approval of a Special Use Permit for a Personal Care Facility and Senior Citizen Housing Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 4-107 and 11-602 of the Hinsdale Zoning Code, approves a special use permit for a personal care facility and senior citizen housing development in the in the R-5 Multi-Family District for the Subject Property. The approval granted in this Section 3 is subject to the conditions set forth in Sections 7 and 8 of this Ordinance.

Section 4. Modifications of Certain Zoning Code Regulations for the Subject Property. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Subsection 11-603H of the Hinsdale Zoning Code, modifies the following provisions of the Hinsdale Zoning Code for the Subject Property, subject to the conditions set forth in Section 7 of this Ordinance:

- A. The total floor to area ratio shall be 1.01 in lieu of .45.
- B. The total building coverage of 38.04% in lieu of 35%.
- C. The rear yard setback shall be 14' in lieu of 25".
- D. The Petitioner shall be permitted to have a total of 69 units at the Facility at the Subject Property in lieu of the allowable 24 units.
- E. The front yard setback shall be 9.78' in lieu of 25".
- F. The corner side yard setback for the Subject Property shall be 0'-0" in lieu of 25".
- G. The side yard setback shall be 1.74' in lieu of 8'.
- H. The number of required parking spaces for the Subject Property shall be 35 in lieu of 75.
- I. The requirements of Section 4-110 of the Zoning Code shall be waived as it relates to any required buffers or landscaping of existing primary or accessory structures or uses.

Section 5. Approval of Site Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Hinsdale Zoning Code, hereby approves the site plan for the proposed

development in the form attached to and by this reference incorporated into this Ordinance as Exhibit C (the "Approved Site Plan"), subject to the conditions set forth in Sections 7 and 8 of this Ordinance.

Section 6. Approval of Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-606 of the Hinsdale Zoning Code, hereby approves the exterior appearance plan for the proposed development in the form attached to and by this reference incorporated into this Ordinance as Exhibit D (the "Approved Exterior Appearance Plan"), subject to the conditions set forth in Sections 7 and 8 of this Ordinance.

Section 7. Conditions on Approvals. The approvals granted in Sections 2 through 6 of this Ordinance are granted 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. Engineering Plans. Prior to the issuance of any building permit for any work on the Subject Property, the Applicant shall submit to the Village Engineer detailed final engineering plans (the "Engineering Plans"). After approval by the Village Engineer, the Engineering Plans shall, automatically and without further action by the Village, be deemed to be incorporated in and made a part of the Approved Site Plan.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. 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 Plan, the Approved Exterior Appearance Plan, and other Village-approved plans.
- E. 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.

F. Services Provided at the Facility. The Petitioner shall not accept residents or treat individuals with mental disabilities at the Facility.

G. Age of Residents. All residents at the Facility shall be age of 55 or older.

H. License for Facility. The Petitioner's applicable license to operate the Facility shall be subject to the restrictions set forth in subsections 7(F)-(G) above, and the Facility shall be 100% private pay.

I. Preference for Village Residents. The Petitioner shall give preference to Village residents and their immediate family members who are on an applicable waiting list to reside at the Facility unless otherwise prohibited by law.

J. Townhomes. The townhomes on the Subject Property shall be torn down per the approved site plan attached hereto as Exhibit C.

K. Special Use Limited to Petitioner. For a period beginning upon the effective date of this Ordinance as provided in Section 10 below and ending on the fifth anniversary of that date, the special use permits granted herein shall be limited to (a) entities, including the Petitioner, which are wholly-owned and controlled by the Hamblet Family (as defined below), such that any transaction during the aforesaid five year period involving the Petitioner which results in it not being wholly-owned and controlled by the Hamblet Family shall be regarded for purposes of this Ordinance as a prohibited transfer of such special use permits, and such that any transaction during the aforesaid five year period which results in such special use permits being owned by an entity other than the Petitioner but which entity is wholly-owned and controlled by the Hamblet Family shall not be regarded for purposes of this Ordinance as a prohibited transfer of such special use permits, and (b) any lender (or any person designated by such lender) making a loan secured by a mortgage on the Subject Property the proceeds of which are used entirely to defray costs to acquire, construct and maintain the Subject Property, or solely to repay a prior loan made solely for such purposes, provided such lender becomes the owner of the Subject Property (or has the right to designate a third party who will become the owner of the Subject Property) as part of the exercise of its rights as a secured creditor following a default of such mortgage loan, and except as provided in clauses (a) and (b) above, such special use permits granted herein and the applied for uses shall not be transferable to a new owner during such five year period except upon reapplication, hearing and approval in the manner provided by

the Village's Zoning Code. As used in this section, the term "Hamblet Family" shall refer to Michael Hamblet, Mitch Hamblet, their children and grandchildren, and their respective spouses.

Section 8. Violation of Condition or Code. Any violation of (i) any term or condition stated in this Ordinance or (ii) 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 9. 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 10. Effective Date. This Ordinance shall take effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By:

Its:

Date: _____, 2011

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE NORTH 82½ FEET OF LOT 1 BLOCK 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS. AND;

PARCEL 2: THE SOUTH ¼ OF LOT 1 AND THE NORTH ½ OF LOT 2 IN BLOCK 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS. AND;

PARCEL 3: THE NORTH ½ OF THE SOUTH ½ OF LOT 1 IN BLOCK 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 50 FEET OF THE SOUTH 100 FEET OF LOT 4 IN STOUGH'S ADDITION TO THE TOWN OF HINSDALE, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 1868 AS DOCUMENT 9593, IN DUPAGE COUNTY, ILLINOIS.

LINCOLN AVE.

ALL DIMENSIONS NEED TO BE VERIFIED IN FIELD BEFORE CONSTRUCTION STARTS

TOTAL LOT AREA - 8,229 SF.
VEHICULAR USAGE AREA - 7,981 SF.
LANDSCAPED AREA - 248 SF.

19 PARKING STALLS
2 HANDICAP PARKING STALLS
21 TOTAL PARKING STALLS
5 BICYCLE STALLS

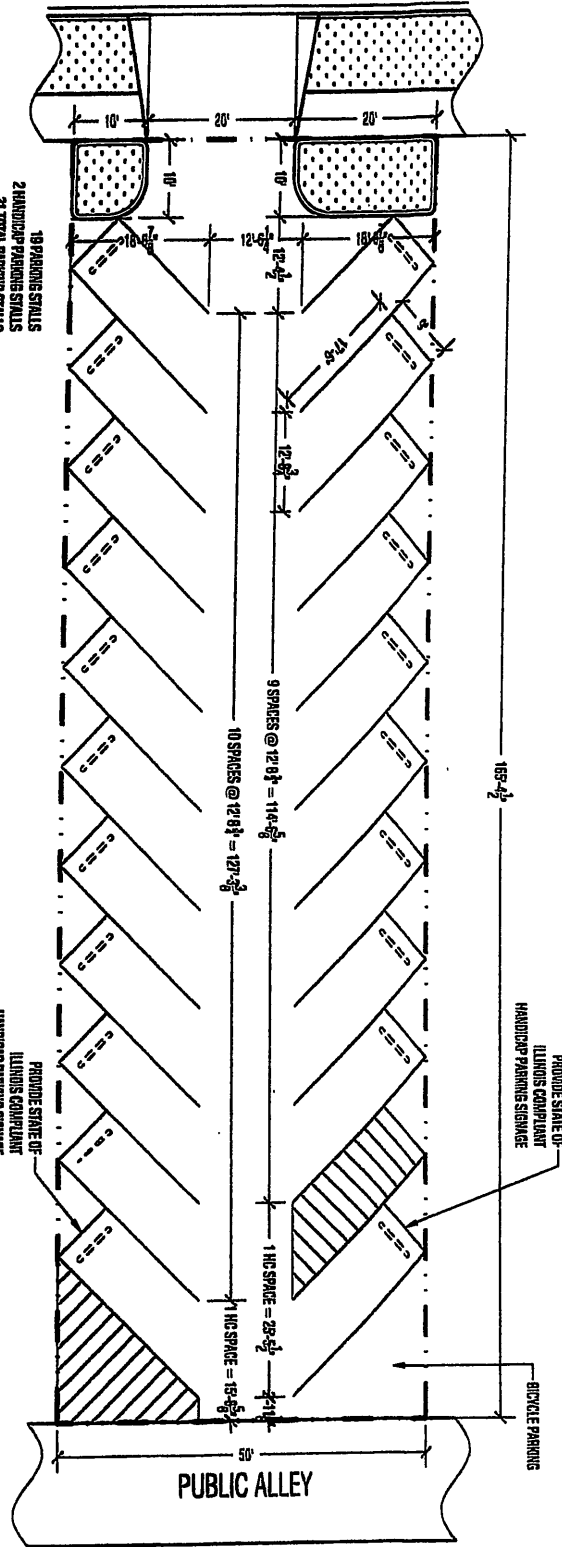
NORTH
1

1

PROVIDE STATE OF ILLINOIS COMPLIANT HANDICAP PARKING SIGNAGE

PROPOSED PARKING

Scale: 1/8" = 1' (11/16")



NOTICE OF COPYRIGHT
YOU ARE HEREBY ADVISED THAT THESE DRAWINGS WERE PREPARED BY THE ARCHITECTURAL FIRM OF EDEN ASSISTED LIVING AND ARE TO BE CONSIDERED INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THE PROJECT. THE DESIGN PROFESSIONAL IS THE AUTHOR AND OWNER OF THESE INSTRUMENTS OF SERVICE AND RESERVES ALL COPYRIGHT, PATENT, TRADEMARK, AND OTHER RIGHTS. NO PART OF THESE DRAWINGS OR INSTRUMENTS OF SERVICE MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EDEN ASSISTED LIVING. ANY REUSE OR MODIFICATION OF THESE DRAWINGS OR INSTRUMENTS OF SERVICE WITHOUT THE WRITTEN PERMISSION OF EDEN ASSISTED LIVING SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO EDEN ASSISTED LIVING. EDEN ASSISTED LIVING ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS OR INSTRUMENTS OF SERVICE. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, AND SUFFICIENCY OF THE INFORMATION PROVIDED TO EDEN ASSISTED LIVING. EDEN ASSISTED LIVING ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS OR INSTRUMENTS OF SERVICE. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, AND SUFFICIENCY OF THE INFORMATION PROVIDED TO EDEN ASSISTED LIVING. EDEN ASSISTED LIVING ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS OR INSTRUMENTS OF SERVICE. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, AND SUFFICIENCY OF THE INFORMATION PROVIDED TO EDEN ASSISTED LIVING.

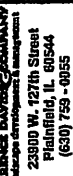
PROPOSED PARKING FOR EDEN ASSISTED LIVING

10 N. WASHINGTON
HINSDALE, ILLINOIS

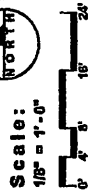
ABSOLUTE
ARCHITECTURE PC
514 DREIBER RD., SUITE 202
WINSTON, ILLINOIS 60093
PH: 312.253.1385
FAX: 312.253.1785

A1.0

PROPOSED PARKING
PLAN
45 DEG PARKING



**Corner of Washington
and Maple
Option #2**



Date: 4/25/11
Drawn By: SB
Account Rep: TM
Sheet #: 2 of 3

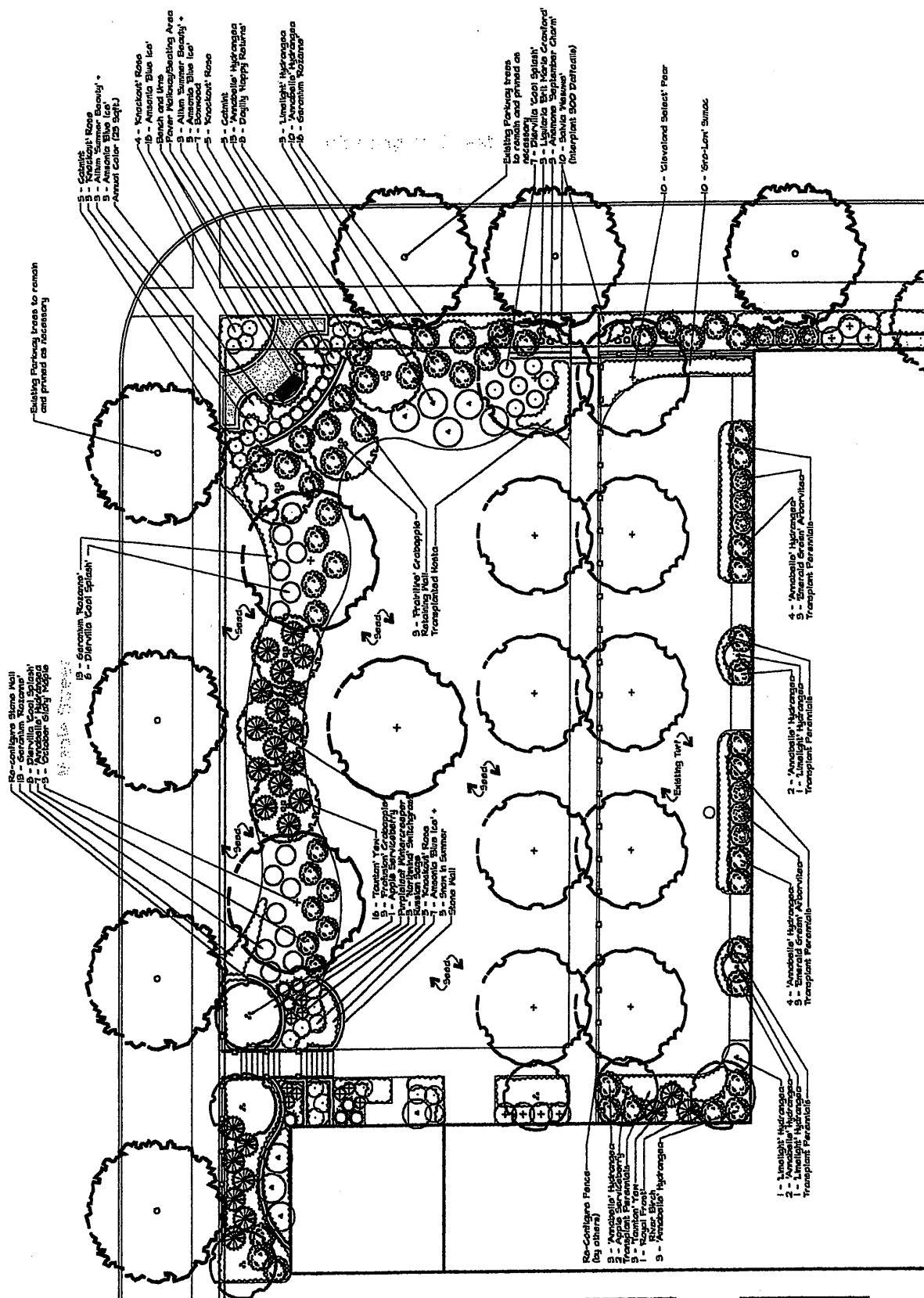
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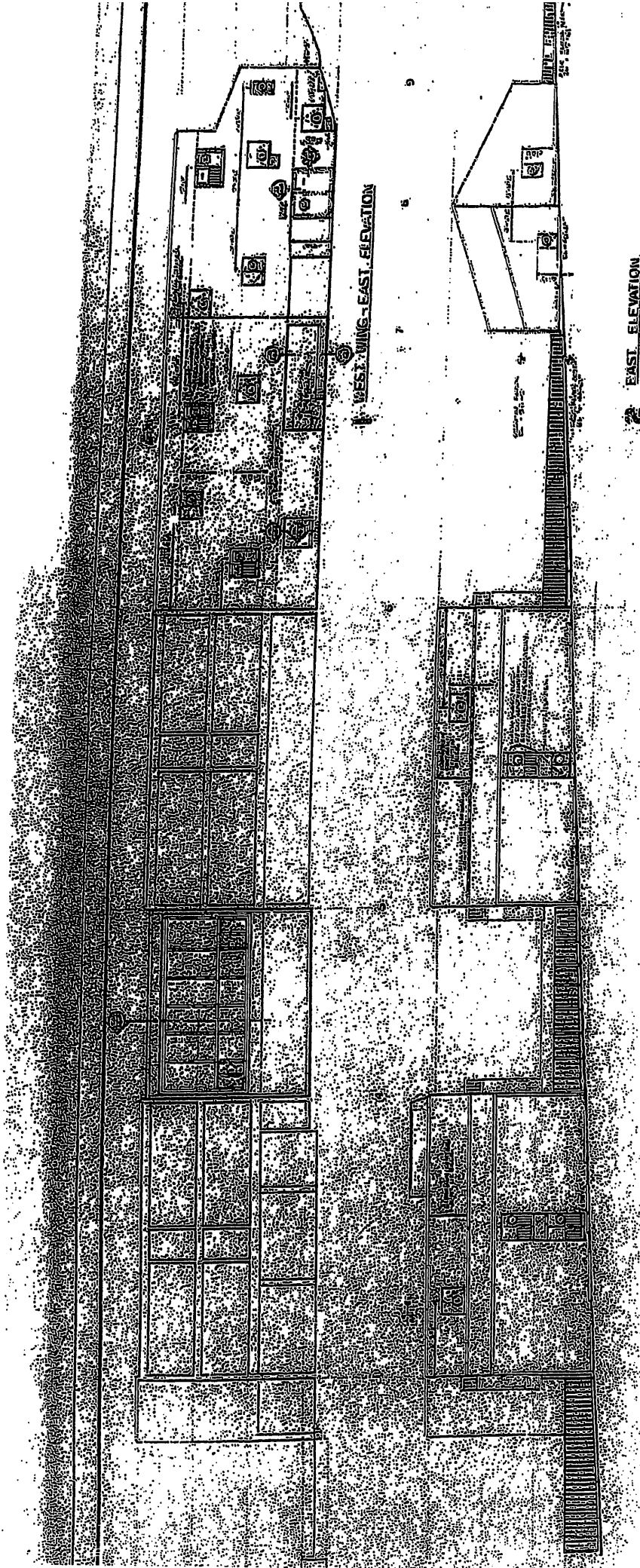
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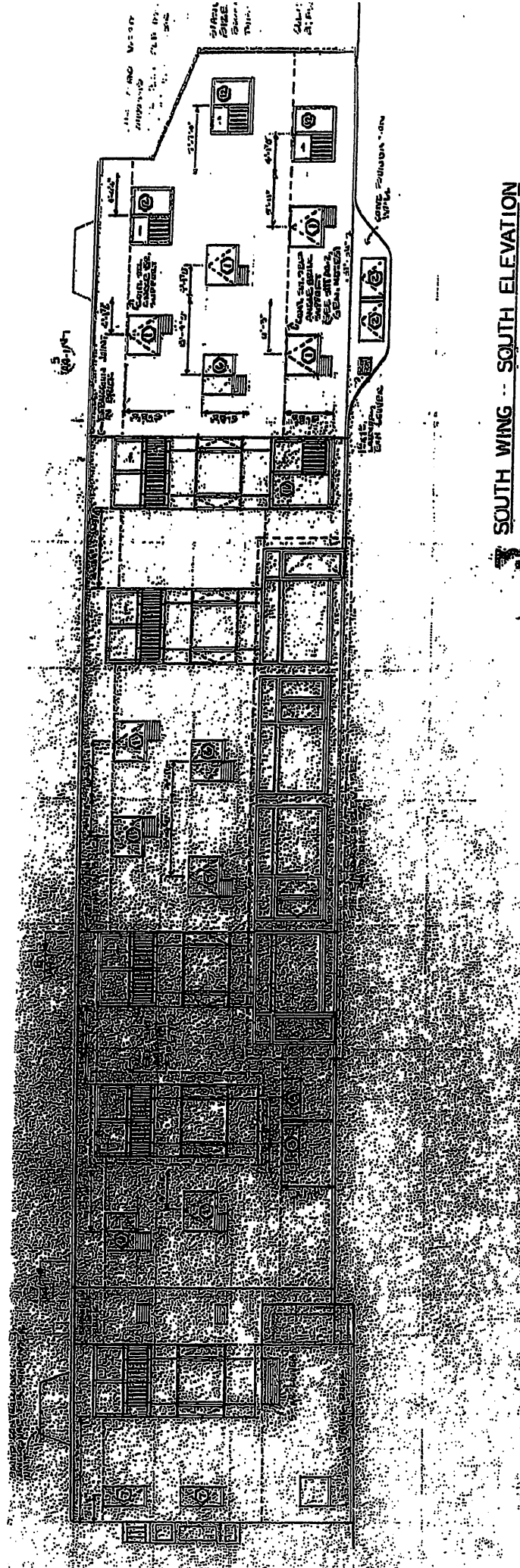
This plan and all concepts are the sole property of Clarence Davids & Co. and no reproduction or use in whole or in part, without the express written consent of Clarence Davids & Co. shall be made.

2

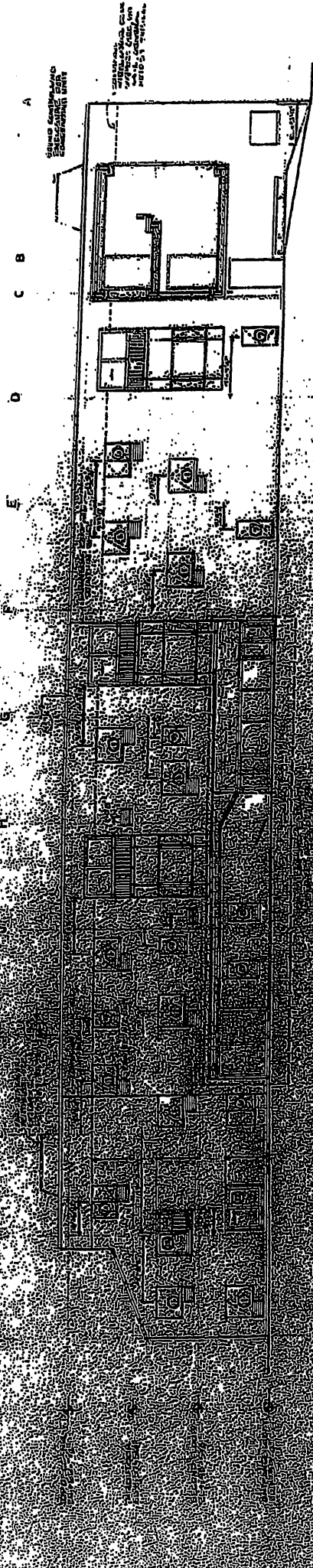
EXHIBIT 'C'



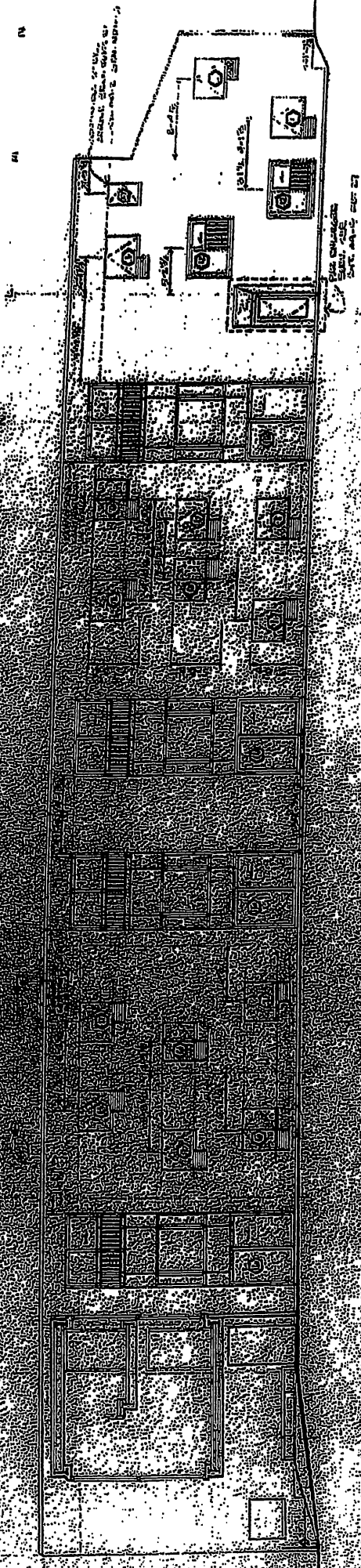




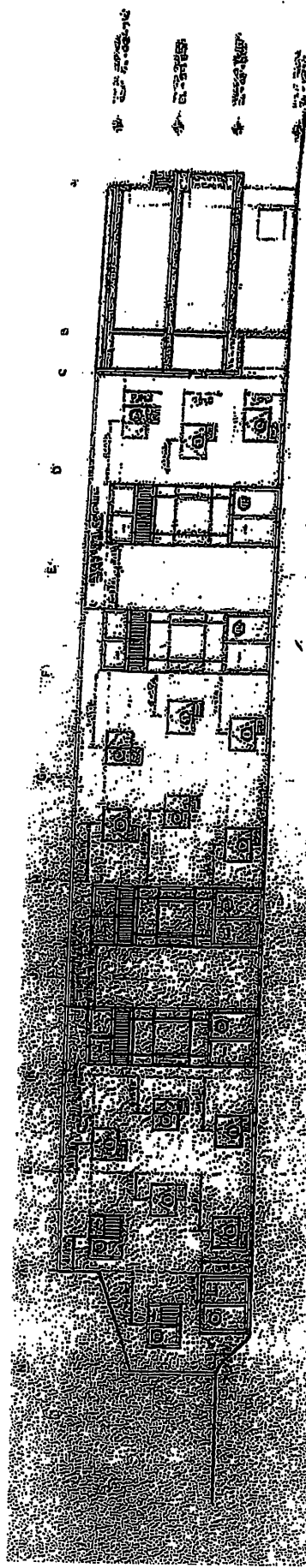
SOUTH WING -- SOUTH ELEVATION



ARCHITECTURAL ELEVATION



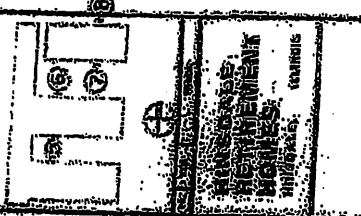
CENTER WING - SOUTH ELEVATION



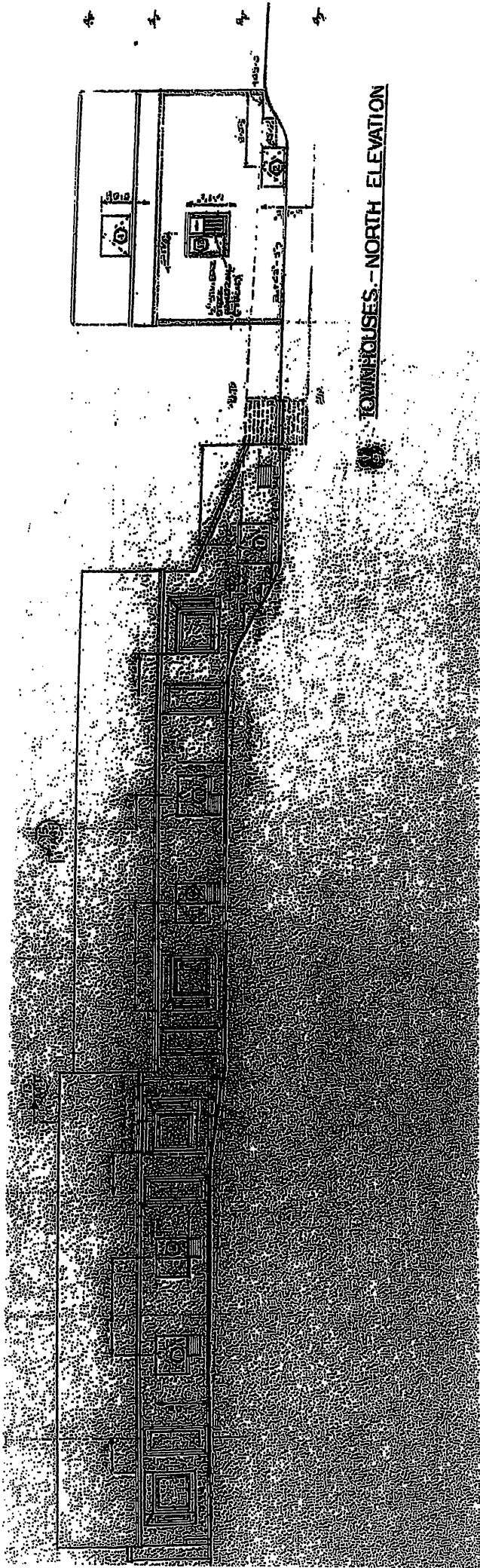
6 CENTER WING - NORTH ELEVATION



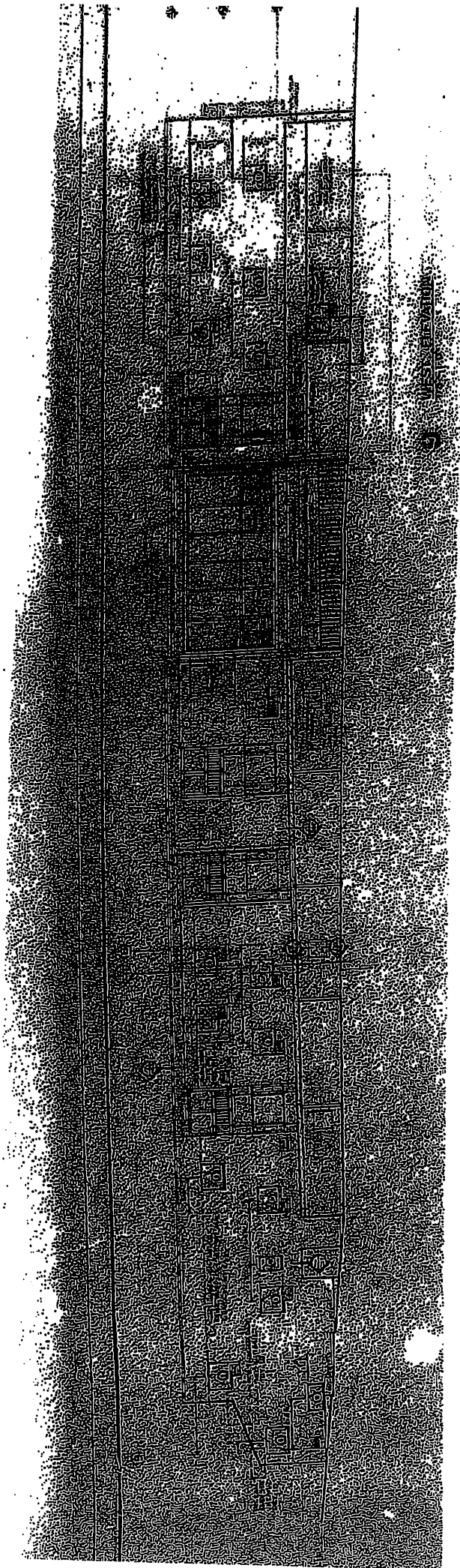
7 TOWNHOUSES - SOUTH ELEVATION

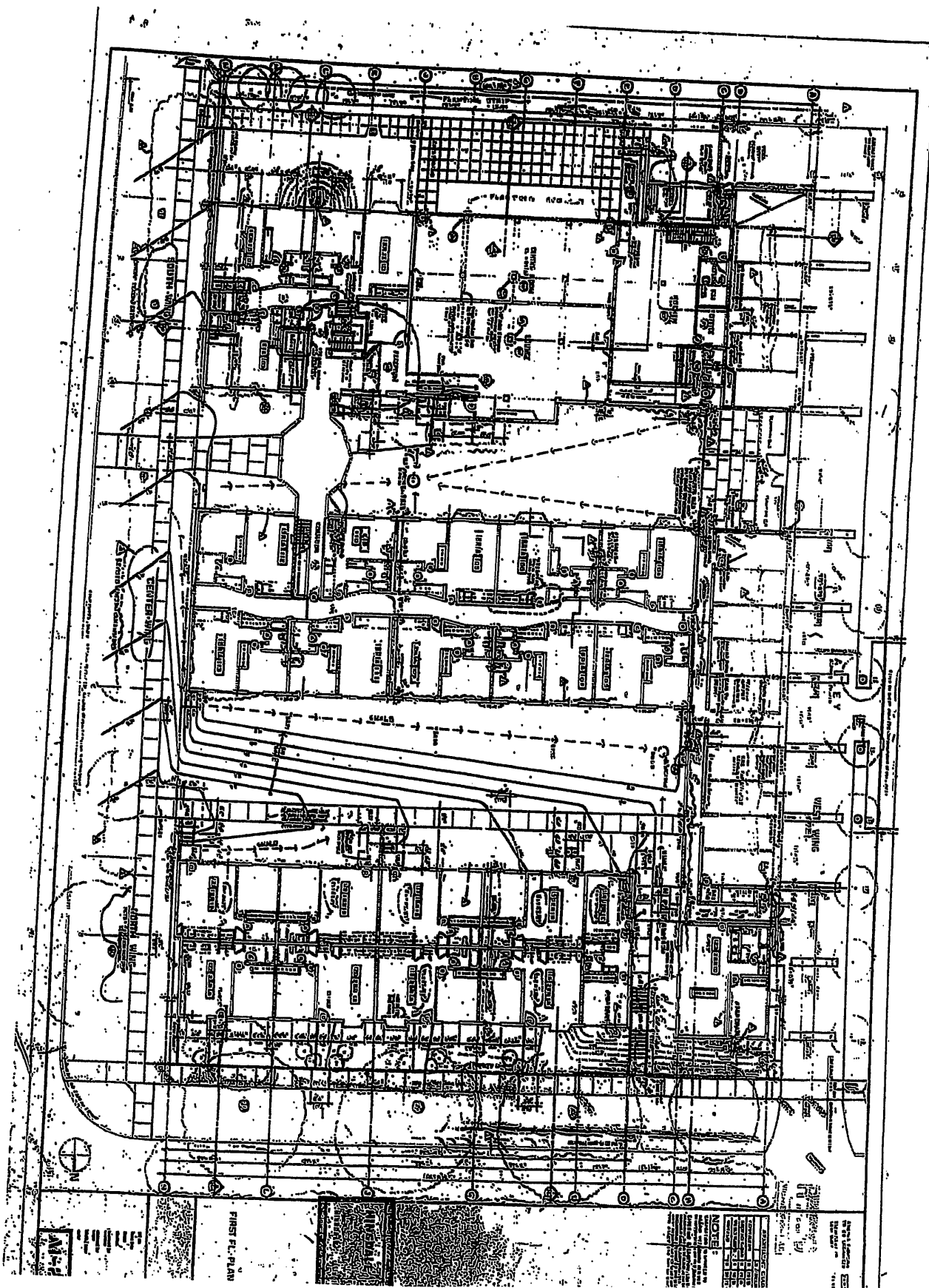


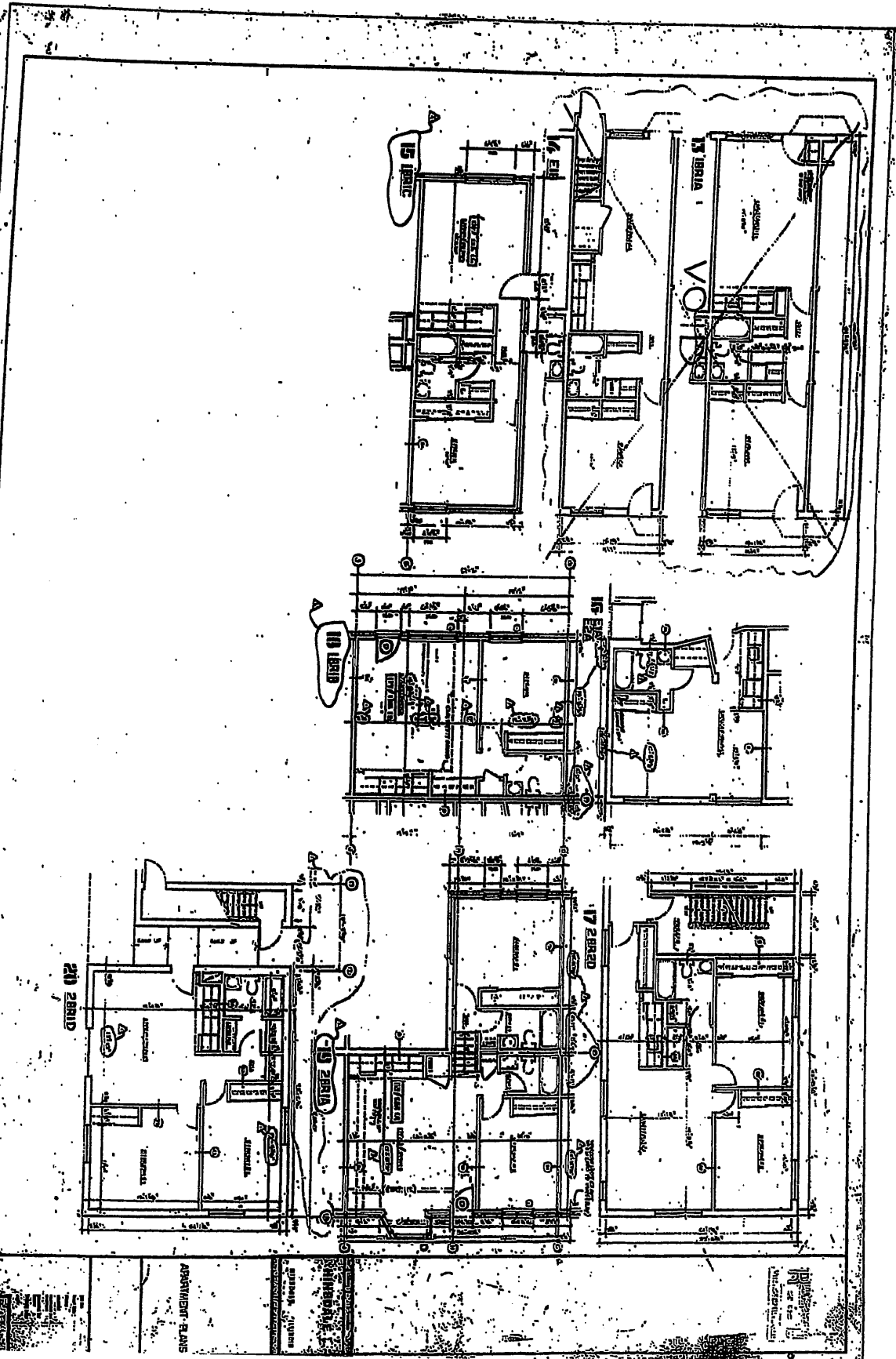
8 TOWNHOUSES - NORTH ELEVATION



TOWNHOUSES - NORTH ELEVATION







20 2BR/2B

18 1BR/1B

17 2BR/2B

15 1BR/1B

16 1BR/1B

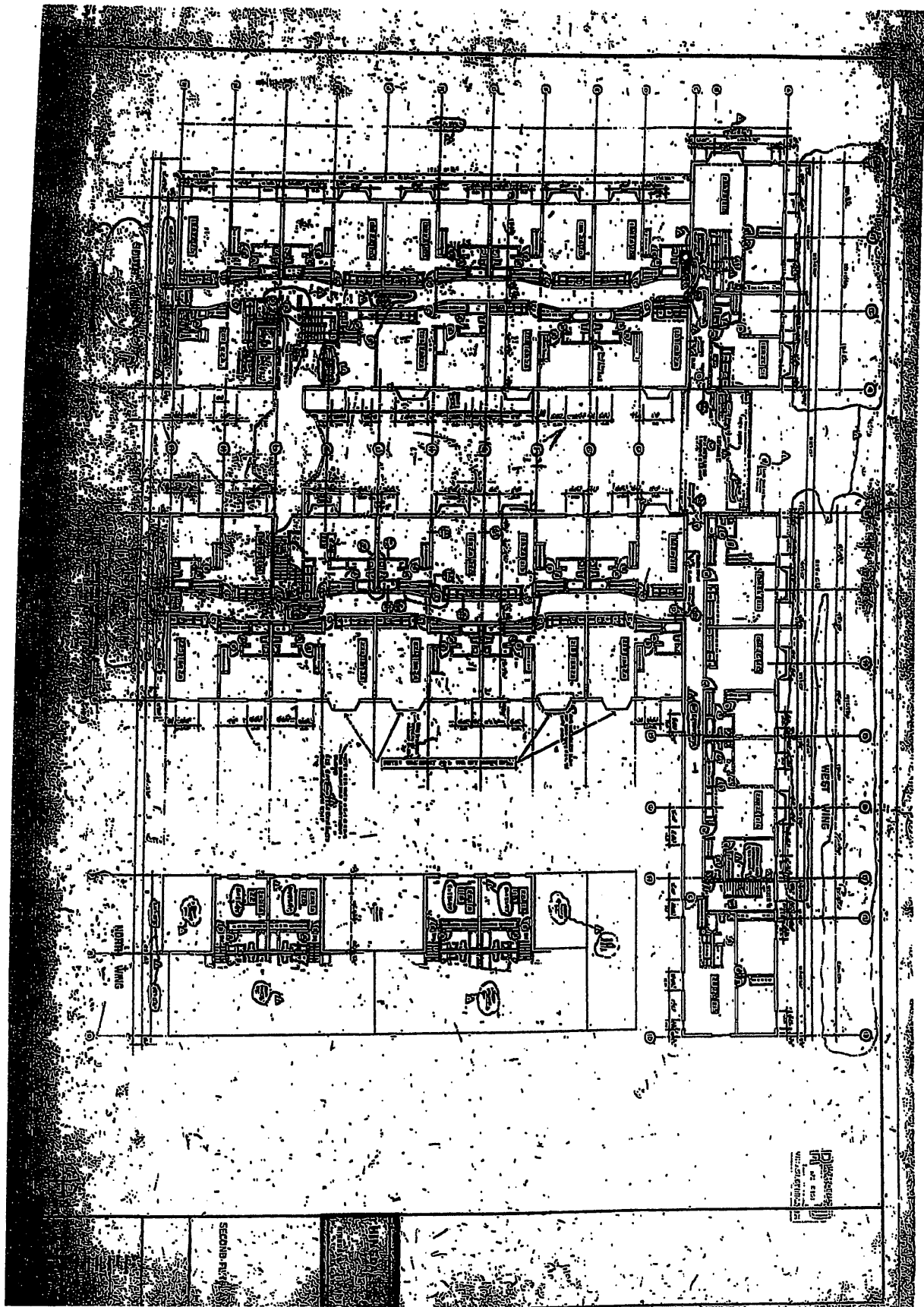
VOID

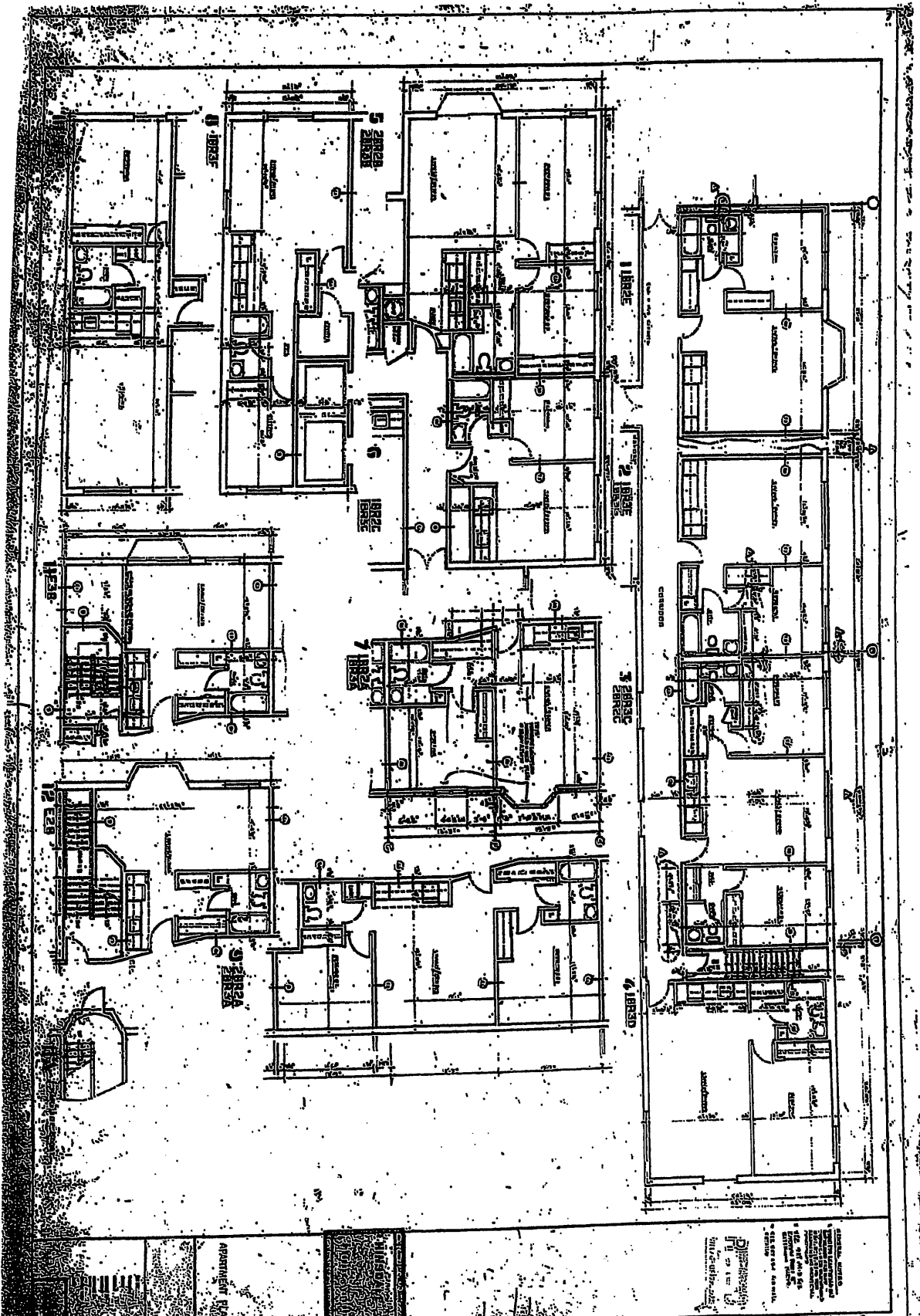
APARTMENT PLANS

SHIMIZU

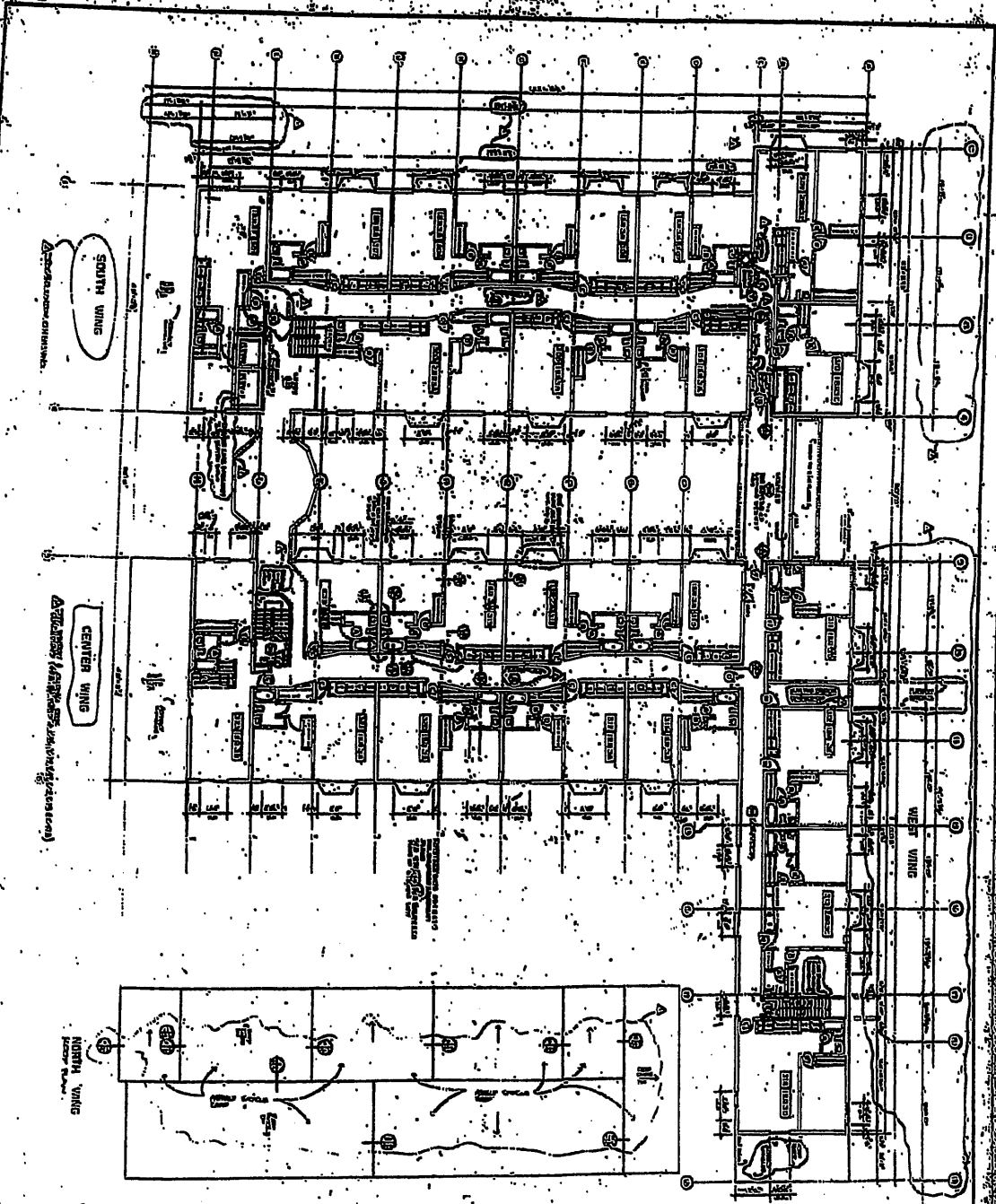
RY

EXHIBIT





APARTMENT 100
1000 S. 1000 E.
SALT LAKE CITY, UT 84143
PHONE 555-1234
FAX 555-5678
WWW.1000S.COM



SOUTH WING



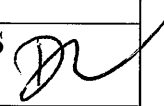
CENTER WING

WEST WING

NORTH WING



REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development			
ITEM Case A-11-2011 – Applicant: Village of Hinsdale – Request: Text Amendment to Article III (Single-Family Residential Districts), Section 3-110 (Bulk, Space and Yard Requirements) of the Hinsdale Zoning Code as it relates to the Elimination of the Floor Area Ratio Requirement for New Single-Family Residences that Receive Design Review Approval from the Design Review Commission.	APPROVAL			
<p>The Applicant, the Village of Hinsdale, has submitted an application to amend Sections 3-110 of the Zoning Code, as it relates to the elimination of the maximum Floor Area Ratio for New Single-Family Residences that receive Design Review Approval from the Design Review Commission. In addition, the proposal includes changes to Title 2 of the Village Municipal Code to designate a Commission to implement the review process and establish standards and guidelines.</p> <p>It should be noted that amendments and changes to the Villages' Municipal Code are considered and voted on only by the ZPS and Village Board. Therefore the Commission should only discuss the appropriateness of including the additional language into Section 3-110 of the Zoning Code, before referring any recommendation on to the ZPS and Village Board where the appropriateness of the language change to Title 2 and Chapter 15 of the Municipal Code can then be addressed, along with the Plan Commission's recommendation of the text amendment to the Zoning Code for final consideration.</p> <p>At the September 14, 2011 Plan Commission meeting the commission reviewed the application submitted by the Village of Hinsdale and recommended, on an 8-0 vote (1 absent), to deny the requested Text Amendment to Article III (Single-Family Residential Districts), Section 3-110 (Bulk, Space and Yard Requirements) of the Hinsdale Zoning Code as it relates to the Elimination of the Floor Area Ratio Requirement for New Single-Family Residences that Receive Design Review Approval from the Design Review Commission.</p> <p>Should the Village Board find the proposed text amendment to be suitable, the following motion would be appropriate:</p> <p>MOTION: Move that the Board of Trustees approve an "An Ordinance Amending Article III (Single-Family Residential Districts), Section 3-110 (Bulk, Space And Yard Requirements of the Hinsdale Zoning Code."</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On September 26, 2011, the Zoning and Public Safety Committee moved, unanimously, to recommend <u>denial</u> of the above motion.				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

RE: Case A-11-2011 – Applicant: Village of Hinsdale – Request: Text Amendment to Article III (Single-Family Residential Districts), Section 3-110 (Bulk, Space and Yard Requirements) of the Hinsdale Zoning Code as it relates to the Elimination of the Floor Area Ratio Requirement for New Single-Family Residences that Receive Design Review Approval from the Design Review Commission.

DATE OF PLAN COMMISSION REVIEW: September 14, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 26, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, The Village of Hinsdale, submitted an application to Article III (Single-Family Residential Districts), Section 3-110 (Bulk, Space and Yard Requirements) of the Hinsdale Zoning Code as it relates to the Elimination of the Floor Area Ratio Requirement for New Single-Family Residences that Receive Design Review Approval from the Design Review Commission.
2. The Plan Commission heard a presentation from members of the Design Review Commission summarizing the request.
3. The Commission expressed several concerns with the overall elimination of FAR and expressed interest in alternative solutions for incentive to pursue design review.
4. The representatives from the Design Review Commission explained the complexities with alternative incentives explaining how and why they arrived at the elimination of FAR as the appropriate course of action.
5. The Plan Commission specifically finds that the Application did not satisfy 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 eight (8) "Ayes", zero (0) "Nays" and one (1) "Absent" recommends to the President and Board of Trustees that the proposed text amendment be denied.

THE HINSDALE PLAN COMMISSION

By:


Chairman

Dated this 12th day of Oct., 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE AMENDING ARTICLE III (SINGLE-FAMILY RESIDENTIAL DISTRICTS), SECTION 3-110 (BULK, SPACE AND YARD REQUIREMENTS OF THE HINSDALE ZONING CODE (Plan Commission Case No. A-11-2011))

WHEREAS, the Village of Hinsdale (the "Village"), has filed an application seeking to to amend Article III (Bulk, Space and Yard Requirements) of the Hinsdale Zoning Code to provide that there shall be no maximum floor area ratio for new single-family residences that receive design review approval from the Design Review Commission (the "Application"); and

WHEREAS, the Zoning Division (Division 13), of the Illinois Municipal Code, subsection 11-13-1(12), 65 ILCS 5/11-13-1(12) (2011), allows for a municipality to establish local standards solely for the review of the exterior design of buildings and structures, and designate a commission to implement the review process; and

WHEREAS, the Village has designated the Design Review Commission to act upon voluntary applications for the review of the exterior design of new construction projects for single-family residences pursuant to ordinance; and

WHEREAS, applicants for building permits for new construction projects for single-family residences who voluntarily submit applications for exterior design review of their proposed residences, and ultimately receive exterior design review approval from the Design Review Commission, shall not be subject to the Village's maximum floor area ratio requirements as contained in Section 3-110 of the Zoning Code for single-family residences; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on September 14, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on June 23, 2011, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended denial of the Application by a vote of 0 in favor, 8 against and 1 absent, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-11-2011; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on September 26, 2011, 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 Section 3-110 of the Zoning Code. Article IV (Office Districts), Section 6-106 (Special Uses), Subsection A (Finance, Insurance and Real Estate) of the Hinsdale Zoning Code is amended by adding the underlined language to read as follows:

Sec. 3-110. Bulk, Space, And Yard Requirements:

The building height, lot, yard, floor area ratio, and coverage requirements applicable in the single-family residential districts are set forth in the following table. Footnote references appear in subsection I of this section at the end of the table.

* * * *

E. Maximum floor area ratio: 12, 13, 17

1. Lots with a total area less than 10,000 square feet	0.25 plus 1,100 square feet
2. Lots with a total lot area equal to or greater than 10,000 square feet but not greater than 20,000 square feet	0.24 plus 1,200 square feet
3. Lots with a total lot area greater than 20,000 square feet	0.20 plus 2,000 square feet

* * * *

I. Exceptions and explanatory notes:

* * * *

17. There shall be no maximum floor area ratio for new single-family residences that have been granted exterior design review approval by

the design review commission as set forth in section 2-15-7 of the village code, as amended.

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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Sec. 3-110 04-15-11.doc