

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
November 6, 2012**

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, November 6, 2012 at 7:34 p.m.

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

Absent: None

Also Present: Village Manager Dave Cook, Chief of Police Brad Bloom, Assistant Village Manager/Finance Director Darrell Langlois and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Saigh made clarifications to the draft minutes. Trustee LaPlaca moved to **approve the minutes of the regularly scheduled meeting of October 16, 2012, as amended.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

POLICE DEPARTMENT LIFE SAVING AWARD

President Cauley related that on October 24th at 1:48 p.m., Officer Lennox was dispatched to an incident involving a drunk driver that had struck the median wall on

southbound Rt. 83. He arrived at the same time as Sergeant Dalen from the Clarendon Hills police department. Both officers checked the driver and observed that she was not breathing and had no pulse. With the assistance of several passerby motorists, the driver was removed from the car and placed on the ground. Officer Lennox retrieved an Automatic Electronic Defibrillator (AED) from his squad car and with the help of Sergeant Dalen they were able to restart the driver's heart. At this point, medics from the Clarendon Hills fire department arrived and began administering advanced life support. The victim was transported to the hospital and is currently expected to make a full recovery. President Cauley pointed out that this is the second time Officer Lennox has saved a life because he had a defibrillator in his car, he noted how well Clarendon Hills and Hinsdale worked together on this incident. Chief Bloom awarded Officer Lennox the Life Saving Award stating that this is only the third time in the history of the department that this award has been presented. He stated that Officer Lennox is great reflection of the Hinsdale Police Department. He thanked him for his fine work and told him how proud we are of him.

VILLAGE PRESIDENT'S REPORT

No report.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Zoning & Public Safety Committee

- a) Request from the Chamber of Commerce for Free Parking in the Central Business District on Saturdays from November 24, 2012 to December 22, 2012 (Omnibus vote)

Items Recommended by Administration & Community Affairs Committee

- b) Approval of a Contract to Provide Decorative Lighting for the 2012 Holiday Season to Bright Ideas, Inc. in the Amount of \$19,988.00 (Omnibus vote)
- c) Resolution Accepting Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (Omnibus vote) (R2012-16)
- d) Approval of Request from the Hinsdale Chamber of Commerce for Closure of First Street from Washington Street to the Alley East of Washington from 3:00 p.m. to 8:30 p.m. on November 30, 2012 in order to Safely Accommodate a Christmas Walk Attraction (Omnibus vote)
- e) Disapprove the Fifth Amended Articles of Agreement Between the Members of the Gateway Special Recreation Association (Omnibus vote)
- f) Approval of a Resolution Determining Amounts of Money to be Raised through Ad Valorem Property Taxes (Omnibus vote) (R2012-17)

- g) Approval of the Village's Comprehensive Annual Financial Report and Management Letter for the Year Ended April 30, 2012 (Omnibus vote)

Trustee Geoga commented on the free parking stating that the meters raise a small amount of revenue, but also provide rotation of a small number of spaces. He suggested that perhaps the waiver of the two-hour parking limit does not serve the merchants. Trustee Saigh asked for clarification with respect to the closing of Washington. Village Manager Cook explained that this is a new request and confirmed that this will eliminate twelve parking spaces on Washington. Trustee LaPlaca moved to **approve the Consent Agenda, as presented**. Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee LaPlaca moved **Approval and Payment of the Accounts Payable for the Period of October 13, 2012 through October 26, 2012 in the aggregate amount of \$1,159,490.74 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk**. Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Approve Settlement Agreement and Release between Speedway, LLC and the Village of Hinsdale

President Cauley explained that this item comes from the 2010 road work and relates to Fullers gas station soil contamination and legal and testing fees. Speedway will

pay for this \$13,982.56 if we give them a release. He noted that the release is only for expenses incurred to date and does not apply to anything prospective. He stated that, in his opinion, we are giving up nothing. It was noted that the underground tanks are being removed at this time. Discussion followed regarding future liabilities. Trustee Elder moved to **Approve a Settlement Agreement and Release between Speedway, LLC and the Village of Hinsdale.** Trustee Geoga seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ZONING AND PUBLIC SAFETY

Ordinance Approving a Major Adjustment to a Planned Development for an Entrance Gate at 120 N. Oak Street

Mr. John George, attorney for Adventist Hinsdale Hospital addressed the Board stating that when this matter was before committee on October 22nd it was approved with a vote of 3-1. He stated that he believes this is in the best interest of the hospital and the community. He clarified the location of the gate explaining the purpose is to slow people from coming into the old entrance of the hospital. He also confirmed that the gate is far enough north not to be impacted by future Oak Street bridge work. Trustee LaPlaca moved approval of an **Ordinance Approving a Major Adjustment to a Planned Development for an Entrance Gate at 120 N. Oak Street. (O2012-49)** Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

Trustee Saigh noted the next meeting of the ZPS Committee will be held on November 26th. Trustee LaPlaca said EPS will meet next Monday and noted there is a tentative schedule for the Oak Street Bridge working meeting, however, we are waiting for IDOT approvals. Trustee Geoga reported that ACA met last night and

that anyone interested in reviewing the proposal for water meters will find those materials on the Village website.

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh commended Parks & Recreation for the opening of the new KLM disc golf course. He was skeptical, but over time Director of Parks & Recreation Gina Hassett made a case for the low impact activity bringing people to KLM. The ribbon cutting ceremony was successful; he was there and the fun was obvious; it is a nice addition and he thanked the Parks & Recreation staff and volunteers who helped.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Angelo **moved to adjourn the meeting of October 16, 2012.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:00 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

DATE: November 20, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development			
ITEM 40 S. Clay Street – Village Children’s Academy – Exterior Appearance and Site Plan Review Approval for the Installation of a New Fence for a Children’s Play Area	APPROVAL			
<p>The applicant is requesting exterior appearance and site plan review approval, to allow for the installation of a decorative aluminum fence for a children’s play area. The sites are currently improved with two multi-story buildings and zoned O-2, Limited Office District.</p> <p>Village Children’s Academy is proposing to install approximately 45’ of new decorative aluminum fence for the purpose of enclosing a children’s outdoor play area. The fence will be the same fence used on the Clay Street (east) side of the building and will also be 4’-0” in height, as illustrated in the attached documents.</p> <p>At the Plan Commission meeting of October 10, 2012, the Plan Commission unanimously recommended approval for exterior appearance and site plan approval for the installation of a new fence for a children’s play area at 40 S. Clay.</p> <p><u>Review Criteria</u></p> <p>In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:</p> <ol style="list-style-type: none">1. Subsection 11-604F pertaining to Standards for site plan disapproval; and2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit. <p>Attached are the approved findings and recommendation from the Plan Commission and the ordinance.</p> <p>MOTION: Move that the Board of Trustees approve an “Ordinance Approving Site Plans and Exterior Appearance Plans for Installation of an Ornamental Aluminum Fence at 40 S. Clay.”</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER’S APPROVAL 
COMMITTEE ACTION: On October 22, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR INSTALLATION OF AN ORNAMENTAL ALUMINUM FENCE AT 40 S. CLAY.

WHEREAS, the Village Children's Academy (the "Applicant") submitted an application for site plan approval and exterior appearance review for the installation of an ornamental aluminum fence (the "Application") at property located at 40 S. Clay Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is located in the O-2, Limited Office District and is improved with a multi-story office building; and

WHEREAS, the application was considered by the Hinsdale Plan Commission at a public meeting held on October 10, 2012, and, after considering all of the matters related to the Application, the Plan Commission recommended approval of the Exterior Appearance Plans on a vote of seven (7) in favor, zero (0) against, and two (2) absent, and recommended approval of the Site Plans on a vote of seven (7) in favor, zero (0) against, and two (2) absent, all as set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A**; and;

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Site Plans and Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plans and exterior appearance plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

- A. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B.**
- B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

PASSED this ____ day of _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2012

EXHIBIT A

**FINDINGS OF FACT
(ATTACHED)**

HINSDALE PLAN COMMISSION

RE: 40 S. Clay – Village Children’s Academy - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: October 10, 2012

DATE OF ZONING AND PUBLIC SAFETY REVIEW: October 22, 2012

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Rob Tullis, contractor and applicant on behalf of Village Children’s Academy, (the “Applicant”) submitted an application Exterior Appearance and Site Plan Review Approval for the Installation of a New Fence for a Children’s Play Area, to the Village of Hinsdale for the property located at 40 S. Clay (the “Subject Property”).
2. The Subject Property is zoned in the O-2, Limited Office District and improved with two multi-story office buildings.
3. The applicant is proposing to install a new ornamental aluminum fence for a children’s play area, which will be approximately 28’-0” x 18’-0”.
4. The proposed fence would match the appearance of the existing aluminum fence which already exists on the Clay Street side of the building.
5. The Plan Commission finds that the application complies with the standards set forth in Section 11-606 of the Hinsdale Zoning Code pertaining to the exterior appearance review.
6. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review. There are no changes proposed to the site plan.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of 7 “Ayes,” 0 “Nays,” and 2 “absent”, recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance and site plans for 40 S. Clay Street.

THE HINSDALE PLAN COMMISSION

By: AK Byrnes
Chairman

Dated this 14th day of Nov., 2012.

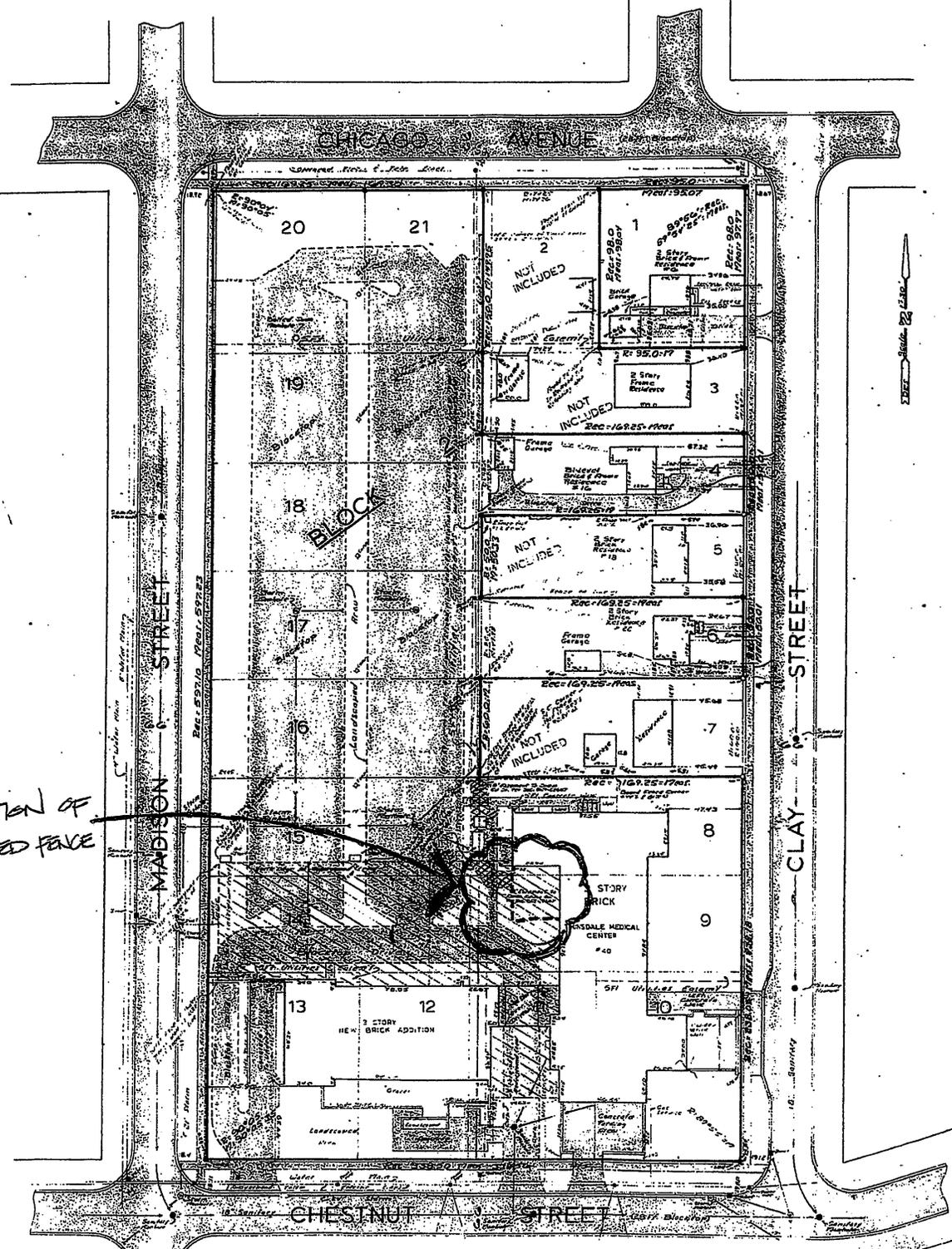
EXHIBIT B

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

EXHIBIT "B"

PLAT OF SURVEY

OF LOTS 1, 4, AND 6 AND LOTS 8 AND 21; SOUTH INCLUSIVE, IN BLOCK 2 IN GRANT SQUARE REDEVISIVISION OF BLOCKS 1 AND 2 AND THE VACATED ALLEYS RUNNING NORTH AND SOUTH THROUGH SAID BLOCKS FROM THE NORTH LINE OF CHESTNUT STREET TO THE SOUTH LINE OF CHICAGO AVENUE, IN HANSDALE'S SUBDIVISION OF PART OF OUTLOT 1 OF THE ORIGINAL TOWN OF HANSDALE, IN SECTION 15, TOWNSHIP 23 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID REDEVISIVISION RECORDED OCTOBER 5, 1969 AS DOCUMENT 577278, AND RE-RECORDED SEPTEMBER 6, 1970 AS DOCUMENT 607754 IN DU PAGE COUNTY, ILLINOIS.



LOCATION OF PROPOSED FENCE

Note
1. Small hatched area denotes
underground garage & steel structure
2. --- Denotes Curial

TOTAL AREAS
LOT 1 = 0.299 SQ. FT. = 0.213 AC.
BALANCE = 158,428 ± SQ. FT. = 3.637 AC.

STATE OF ILLINOIS
COUNTY OF DU PAGE

TO: HANSDALE MEDICAL CENTER PARTNERSHIP, CHA REALTY CORP. AND CHICAGO TITLE INSURANCE COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY AIA AND ACSI IN 1962.
BUILDINGS AND OTHER IMPROVEMENTS LOCATED AS SHOWN HEREON AND THERE ARE NO ENCROACHMENTS EITHER THY ACROSS ANY DEDICATED LINE OF THE PREMISES EXCEPT AS SHOWN HEREON.
GIVEN UNDER MY HAND AND SEAL AT CHICAGO, ILLINOIS, THIS 10th DAY OF March, A.D. 1980.

PREPARED FOR:
HANSDALE MEDICAL CENTER PARTNERSHIP
140 S. CLAY STREET
HANSDALE, ILLINOIS 60521
PHONE: 312-323-0330



WEBSTER AND ASSOCIATES, INC.
BY: *Chris E. Webster*
ILLINOIS LAND SURVEYOR NO. 1335

PLAT OF SURVEY			
HANSDALE MEDICAL CENTER, 140 SOUTH CLAY STREET HANSDALE, ILLINOIS 60521 OF PARTS OF BLOCK 2 IN GRANT SQUARE REDEVELOPMENT, IN DU PAGE COUNTY, ILLINOIS			
SURVEYED BY <i>C.E.W.</i>	DATE 12/30	SCALE AS SHOWN	
DRAWN BY <i>D.P.S.</i>	DATE 5/10/80	SHEET 1	
CHICAGO <i>Edm</i>	WEBSTER AND ASSOCIATES INC. 207 SOUTH MAPLEVILLE STREET MOKENA, ILLINOIS 60457 312-668-7003		

D-22458-TRK 2-17

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: VILLAGE CHILDRENS ACADEMY
Owner's name (if different): HSS PROPERTIES/PARTNERS
Property address: 40 S. CLAY
Property legal description: [attach to this form]
Present zoning classification: O-2
Square footage of property: 167,727
Lot area per dwelling: _____
Lot dimensions: N/A
Current use of property: LIMITED OFFICE
Proposed use: Single-family detached dwelling
 Other: N/A
Approval sought: Building Permit Variation
 Special Use Permit Planned Development
 Site Plan Exterior Appearance
 Design Review
 Other: ALUMINUM FENCE

Brief description of request and proposal:

PROPOSE TO INSTALL APPROX 45' ALUMINUM
FENCE AS INDICATED, TO MATCH
EXISTING FENCING @ CLAY ST.

Plans & Specifications: [submit with this form]

Provided: **Required by Code:**

Yards:
front: _____
interior side(s) 1 1

Provided:

Required by Code:

corner side
rear

Setbacks (businesses and offices):

front:
interior side(s)
corner side
rear

others:
Ogden Ave. Center:
York Rd. Center:
Forest Preserve:

Building heights:

principal building(s):
accessory building(s):

Maximum Elevations:

principal building(s):
accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings: [depict on attached plans]

principal building(s):
accessory building(s):

Number of off-street parking spaces required:

Number of loading spaces required:

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:

Applicant's signature

ROBERT A. TULLIS
Applicant's printed name

Dated:

7/16, 2012

VILLAGE OF HINSDALE

Certificate of Zoning Compliance

Subject to the statements below, the Village has determined that, based on the information included in the Plan Commission File for 40 S. Clay Street – Village Children’s Academy – regarding Exterior Appearance in 2012 for a Certificate of Zoning Compliance, the proposal described in this certificate appears to comply with the standards made applicable to it by the Hinsdale Zoning Code.

This certificate is issued to:

Village Children’s Academy

Address or description of subject property:

40 S. Clay Street, Hinsdale, IL 60521

Use or proposal for subject property
for which certificate is issued:

Addition of an aluminum fence for a children’s play area

Plans reviewed, if any: *See attached plans, if any.* See Plan Commission File for 40 S. Clay Street – Village Children’s Academy, regarding a Site Plan and Exterior Appearance Review in 2012.

Conditions of approval of this certificate:

- The petitioner must apply for and obtain Exterior Appearance and Site Plan Review Approval for the proposed changes.
- Section 11-606 of the Hinsdale Zoning Code pertaining to the Exterior Appearance Review
- Section 11-604 of the Hinsdale Zoning Code governing Exterior Appearance/Site Plan Review in 2009

Note: other conditions may be attached to approval of any pending zoning application.

NOTE ALL OF THE FOLLOWING CAREFULLY:

This approval granted in this certificate has been granted based on the information provided to the Village and the Village's understanding of the facts and circumstances related to the proposal at this time. If (a) any information provided to the Village changes, (b) any new information is becomes available or is discovered, or (c) the Village's understanding of the facts and circumstances otherwise changes, then this certificate may be rescinded.

This certificate does not signify Building Code Review or approval and is not authorization to undertake any work without such review and approval where either is required. See the Hinsdale Building Code for details.

Before any structure to which this certificate is applicable may be occupied or used for any purpose, a Certificate of Occupancy must be obtained. See Section 11-402 of the Hinsdale Zoning Code and the Hinsdale Building Code for details.

Subject to an extension of time granted pursuant to the Hinsdale Zoning Code, this certificate shall become null and void six months after the date on which it was issued unless construction, reconstruction, remodeling, alteration, or moving of a structure is commenced or a use is commenced.

If this certificate is issued in violation of the provisions of the Hinsdale Zoning Code, whether intentionally, negligently, or innocently, then it shall be void *ab initio* and shall give rise to no rights whatsoever.

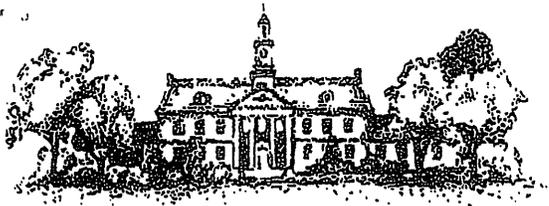
By:



Village Manager

Dated:

_____ 8/15, 2012



VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL APPLICATION

I. GENERAL INFORMATION

Applicant
Name: Village Childrens Academy
Address: 40 S. CLAY
City/Zip: HINSDALE
Phone/Fax: 630 325 9252
E-Mail: (Bea Vicari) vcahinsdale@sbcglobal.net

Owner
Name: HSS PARTNERS LLC
Address: 4801 GOLF RD
City/Zip: SKOKIE, IL 60077
Phone/Fax: 847 677 9100
E-Mail:

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

Name:
Title:
Address:
City/Zip: N/A
Phone/Fax: N/A
E-Mail:

Name:
Title:
Address:
City/Zip: N/A
Phone/Fax: N/A
E-Mail:

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)
1) N/A
2)
3)

TABLE OF COMPLIANCE

Address of subject property: _____

The following table is based on the _____ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback	N/A	
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 10 day of July, 2012, We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Robert A. Tullis

Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 11th day of

August, 2012.

Patricia Roethle
Notary Public

OFFICIAL SEAL
PATRICIA ROETHLE
Notary Public - State of Illinois
My Commission Expires Apr 14, 2013



VILLAGE OF HINSDALE FOUNDED IN 1873

**COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA**

Address of proposed request: 40 S. CLAY

REVIEW CRITERIA

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

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

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

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

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades. GOOD
2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures. GOOD / MATCHING
3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood. GOOD / MATCHING
4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible. N/A

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings. N/A
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related. N/A
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related. N/A
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related. N/A
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related. N/A
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related. GOOD MATCHING
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related. MATCHING
12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related. N/A
13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related. criteria will be MET.
14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related. N/A
15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character,

whether this be vertical character, horizontal character, or nondirectional character.

Applied

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

Applied

REVIEW CRITERIA – Site Plan Review

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

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

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

N/A

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

N/A

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site. _____

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

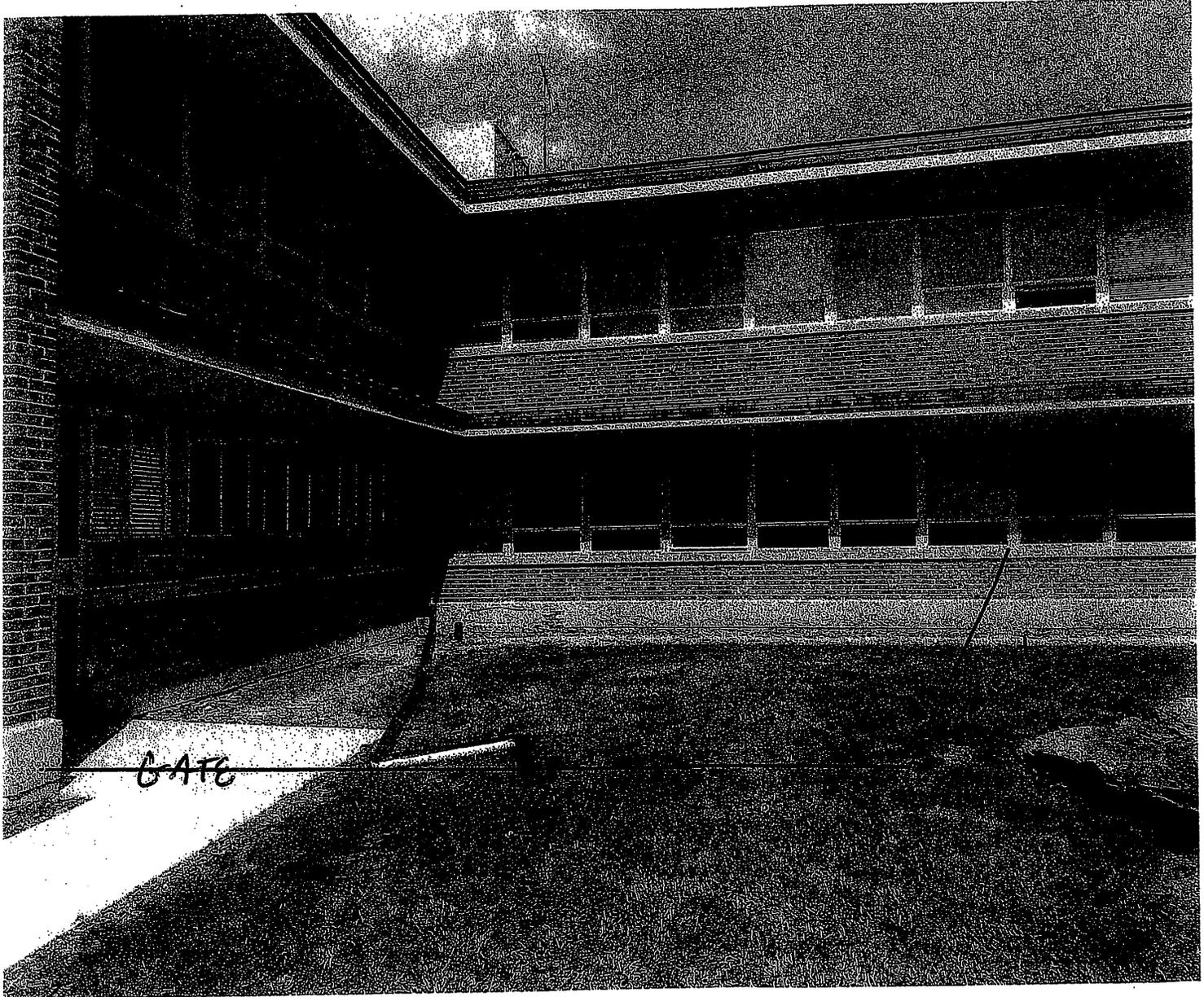
N/A

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

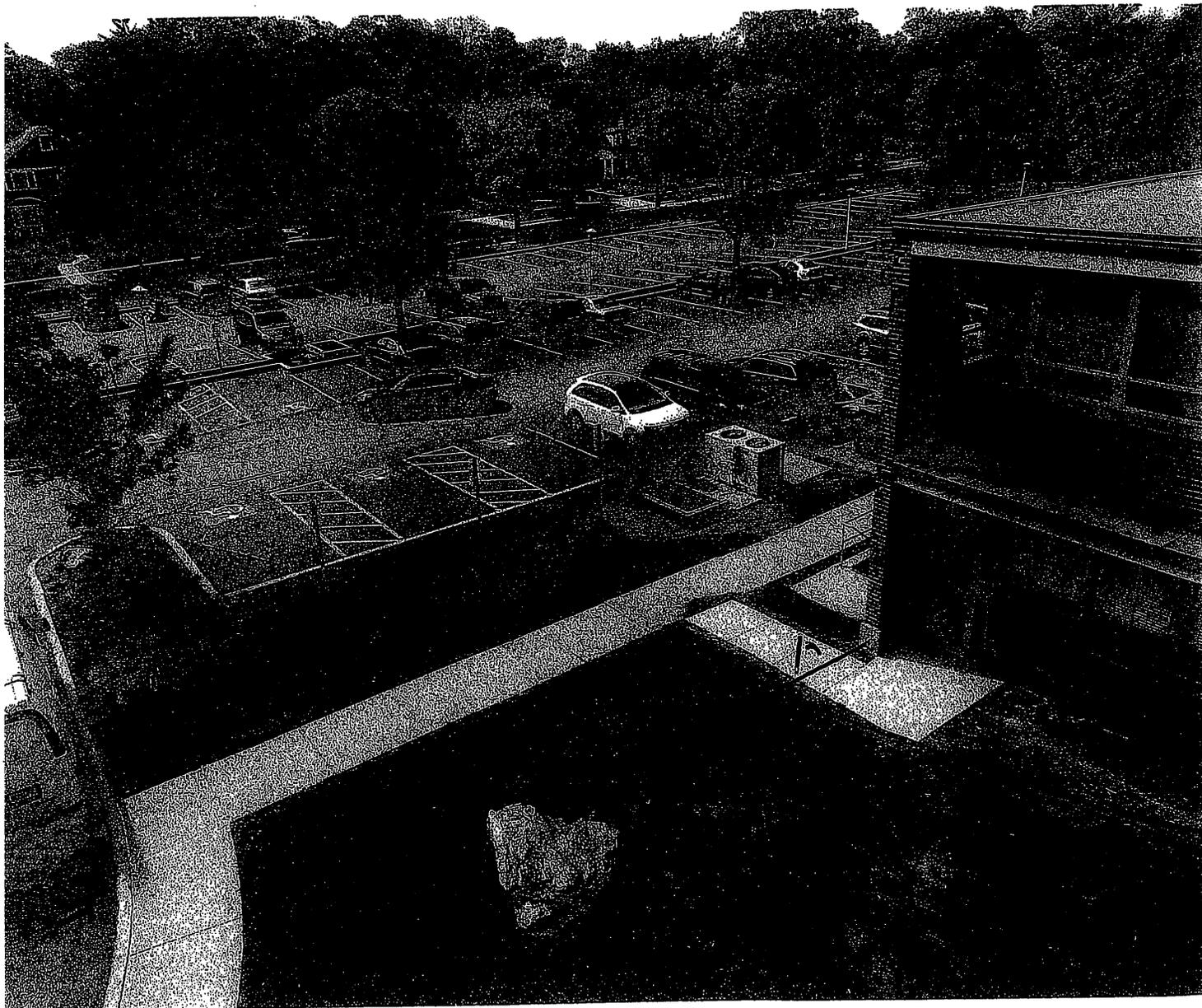
N/A

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

N/A

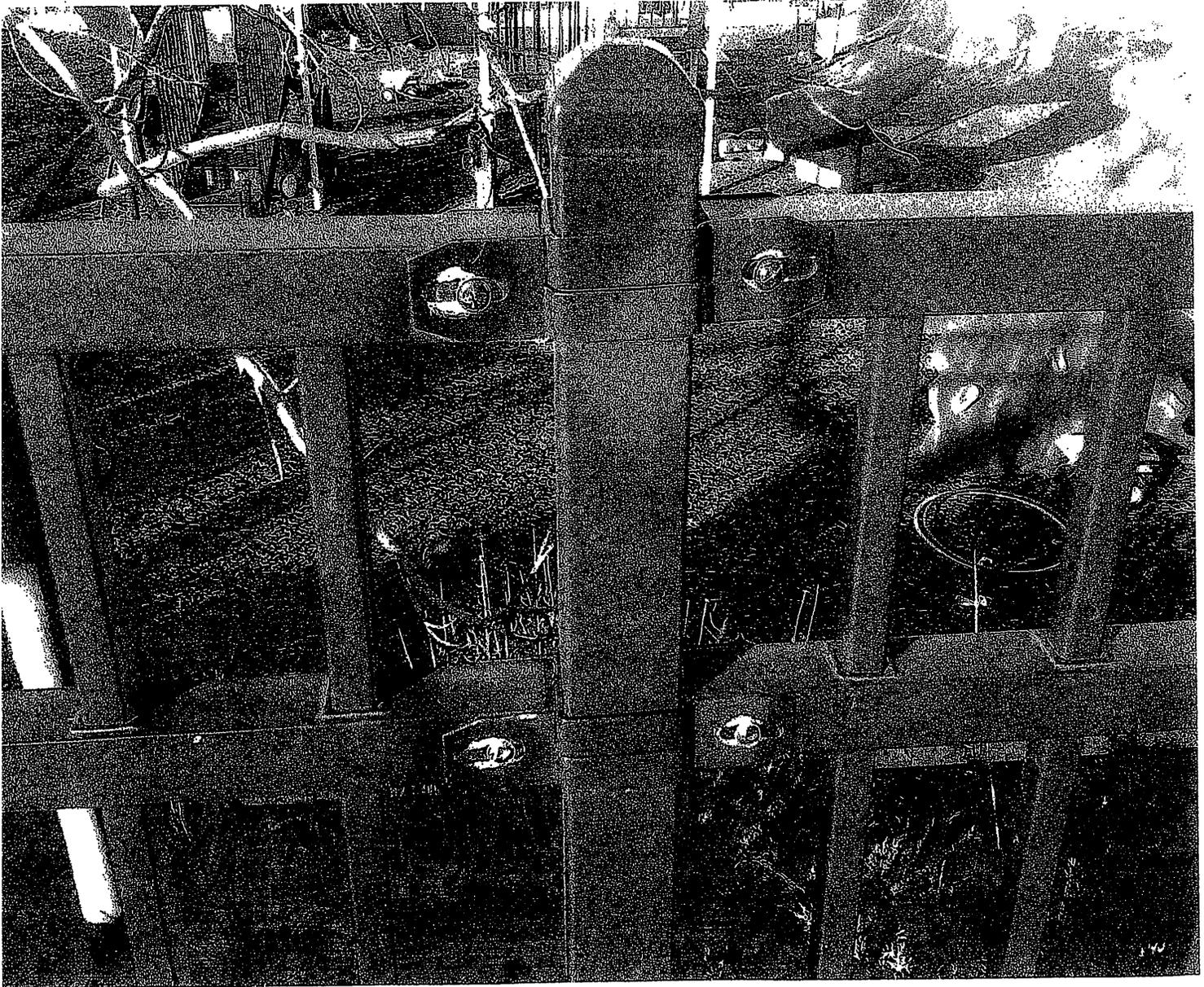


GATE

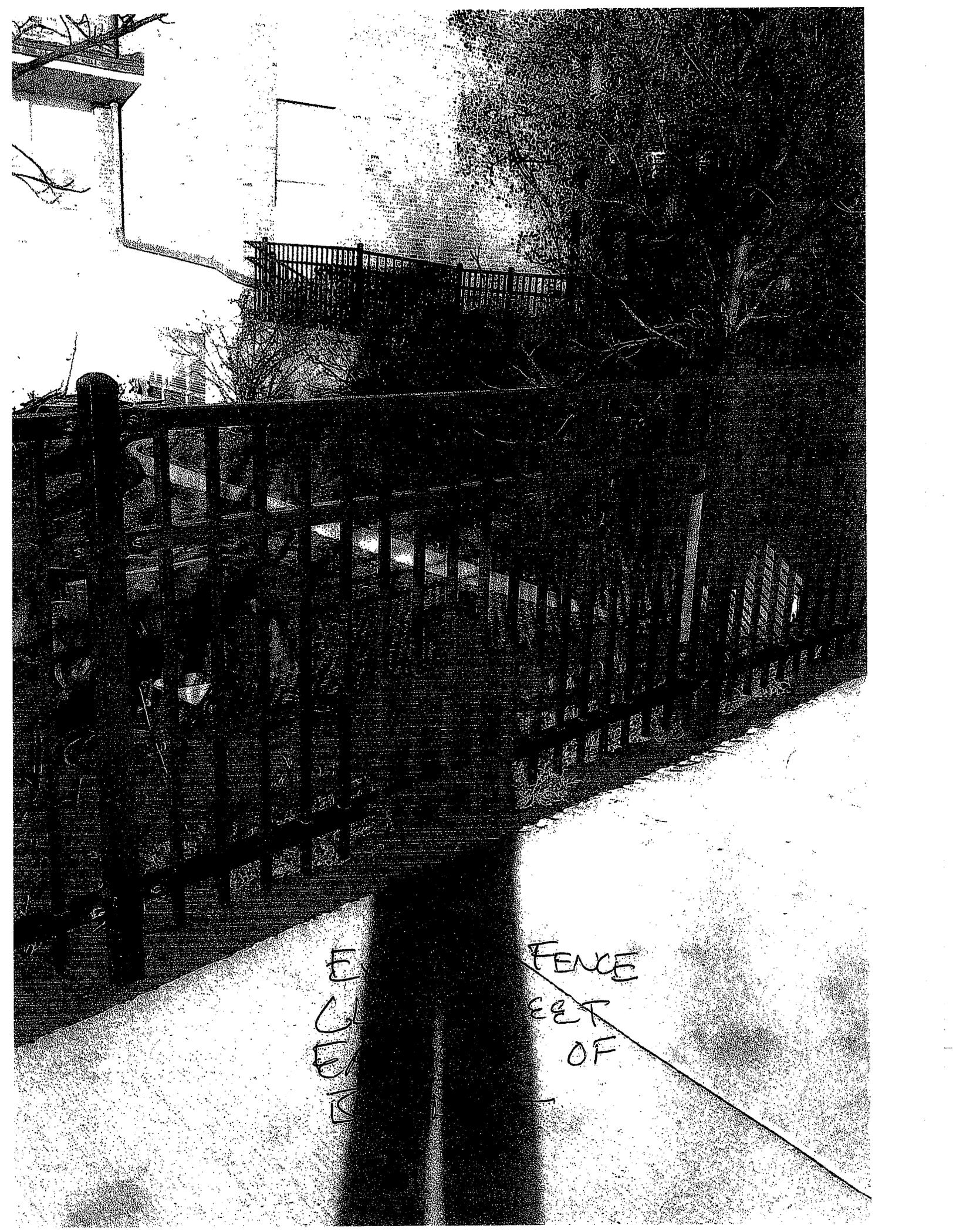








FENCE TYPE
EXISTING @ CLAY STREET



E
C
E
R

FENCE
EET
OF

DATE: November 20, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-26-2012 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 11-604(F)1 (Site Plan Review), as it relates to the approval process.	APPROVAL

Over the past several years Plan Commissioners, both past and present, have expressed concern and confusion as to why the zoning code identifies the site plan process as disapproval rather than approval. Currently as the code is written, if a Commissioner wants to recommend that a site plan be approved for a specific proposal, they are required to vote in the negative to approve it. This process has not only confused Commissioner's but has prompted several of them to question staff if it could be changed. As such, with direction from the ZPS and the Village Board, staff is prepared to work with the Village Attorney to draft appropriate language to accomplish the suggested changes to the Village of Hinsdale Zoning Code as it relates to site plan approval.

At the Plan Commission meeting of October 10, 2012, the Plan Commission unanimously recommended approval for the Text Amendment to Section 11-604(F)1 (Site Plan Review), as it relates to the approval process.

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 XI ("Zoning Administration and Enforcement"), Section 11-604 ("Site Plan Review"), of the Hinsdale Zoning Code as it Relates to Site Plan Approvals".

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
--	--	----------	----------	--

COMMITTEE ACTION: On October 22, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE XI ("ZONING ADMINISTRATION AND ENFORCEMENT"), SECTION 11-604 ("SITE PLAN REVIEW"), OF THE HINSDALE ZONING CODE AS IT RELATES TO SITE PLAN APPROVALS

WHEREAS, the Village of Hinsdale (the "Village") has filed an application pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 11-604(F)(1) of the Zoning Code relative to the process of site plan approvals (the "Application"); and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601(D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on October 10, 2012, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, 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 7 in favor, 0 against and 2 absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-26-2012 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting on October 22, 2012, 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 have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the proposed text amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Article XI (Zoning Administration and Enforcement), Section 11-604 (Site Plan Review), subsection (E)(5) (Procedure; Action By Plan Commission) of the Hinsdale Zoning Code be and is hereby amended to read in its entirety as follows:

"5. *Action By Plan Commission:* Within sixty (60) days following the conclusion of the public meeting, the plan commission shall transmit to the board of trustees its recommendation, in the form specified in subsection 11-103H of this article, recommending either approval ~~of the site plan~~ or disapproval of the site plan based on ~~one or more~~ of the standards set forth in subsection F1 of this section. In the case of any recommendation for disapproval, suggestions as required by subsection F2 of this section shall be provided. The failure of the plan commission to act within sixty (60) days, or such further time to which the applicant may agree, shall be deemed to be a recommendation for approval of the site plan as submitted."

Section 4: Amendment. Article XI (Zoning Administration and Enforcement), Section 11-604 (Site Plan Review), subsection (F) (Standards for Site Plan Disapproval) of the Hinsdale Zoning Code be and is hereby amended to read in its entirety as follows:

F. *Standards For Site Plan DisApproval:*

1. *Standards:* The board of trustees shall not ~~disapprove~~, and the plan commission shall not recommend ~~disapproval~~ of, a site plan submitted pursuant to this section except on the basis of specific written findings establishing that the applicant has met all of ~~directed to one or more of~~ the following standards:

(a) The application is ~~incomplete~~ in specified particulars ~~or~~ and does not ~~contains~~ or reveals violations of this code or other applicable

regulations that the applicant, after written request, has failed or refused to supply or correct.

(b) ~~If~~ The application is submitted in connection with another application, the approval of which is a condition precedent to the necessity for site plan review, ~~and the applicant has failed to secured~~ approval of that application.

(c) The site plan ~~fails to~~ adequately meets specified standards required by this code with respect to the proposed use or development, including special use standards where applicable.

(d) The proposed site plan does not interferes with easements or rights-of-way.

(e) The proposed site plan does not unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

(f) The proposed site plan is not unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

(g) The proposed site plan does not creates undue traffic congestion or hazards in the public streets, ~~or and~~ the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off site.

(h) The screening of the site ~~does not~~ provides adequate shielding from or for nearby uses.

(i) The proposed structures or landscaping provide ~~are unreasonably lacking~~ amenity in relation to, or are incompatible with, nearby structures and uses.

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

(k) The proposed site plan does not creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned drainage system serving the village.

(l) The proposed site plan does not places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility systems serving the village.

(m) The proposed site plan ~~does not~~ provides for required public uses designated on the official map.

(n) The proposed site plan does not otherwise adversely affects the public health, safety, or general welfare.

2. *Alternative Approaches:* In citing a failure to meet any of the foregoing standards, other than those of subsections F1(a) and F1(b) of this section, as the basis for recommending disapproval of, or disapproving, a site plan, the plan commission or the board of trustees shall suggest alternate site plan approaches that could be developed to avoid the specified deficiency or shall state the reasons why such deficiency cannot be avoided consistent with the applicant's objectives."

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

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

PASSED this ____ day of _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

HINSDALE PLAN COMMISSION

RE: Case A-26-2012 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 11-604(F)1 (Site Plan Review), as it relates to the approval process.

DATE OF PLAN COMMISSION REVIEW: October 10, 2012

DATE OF ZONING & PUBLIC SAFETY REVIEW: October 22, 2012

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, the Village of Hinsdale, submitted an application to Section 11-604(F)1 (Site Plan Review), as it relates to the approval process.
2. The Plan Commission heard testimony from Village Staff regarding the proposed text amendment at the Plan Commission meeting of October 10, 2012.
3. Commissioners have expressed concern and confusion over the past several years as to why the zoning code identifies the site plan process as disapproval rather than approval and therefore welcomed and supported the proposed changes.
4. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

II. RECOMMENDATIONS

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

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 14th day of Nov., 2012.



VILLAGE OF HINSDALE FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

GENERAL APPLICATION

I. GENERAL INFORMATION

Applicant
Name: <u>Village of Hinsdale</u>
Address: <u>19 E. Chicago Avenue</u>
City/Zip: <u>Hinsdale, Il. 60521</u>
Phone/Fax: <u>630-789-7030 /</u>
E-Mail: <u>N/A</u>

Owner
Name: _____
Address: _____
City/Zip: _____
Phone/Fax: _____ / _____
E-Mail: _____

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

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: _____ / _____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: _____ / _____
E-Mail: _____

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)
1) <u>Sean Gascoigne - Village Planner</u>
2) _____
3) _____

TABLE OF COMPLIANCE

Address of subject property: N/A (Text Amendment)

The following table is based on the _____ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 21st day of August, 2012, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

[Signature]

Signature of applicant or authorized agent

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 21st day of
August 2012

[Signature]
OFFICIAL SEAL
CHRISTINE M BRUTON Notary Public
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/30/14



**COMMUNITY DEVELOPMENT
DEPARTMENT
ZONING CODE TEXT AND MAP
AMENDMENT APPLICATION**

Must be accompanied by completed Plan Commission Application

Is this a: **Map Amendment** **Text Amendment**

Address of the subject property

Description of the proposed request:

REVIEW CRITERIA

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.
Several Commissioners, both current and past, have commented on this and expressed their desire to see this language change to clear up confusion in the code.

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
N/A

3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
N/A

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

N/A

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

N/A

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

N/A

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

N/A

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

N/A

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

N/A

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

N/A

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

N/A

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

N/A

13. The community need for the proposed amendment and for the uses and development it would allow.

As stated previously, several Commissioners, both past and present, have expressed their desire to see this language change to the affirmative.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

N/A

DATE: November 20, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-25-2012 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 9-106(F)9 (Signs), as it relates to Political Signage.	APPROVAL

Effective January 1, 2011, the Illinois General Assembly passed Public Act 096-0904, which among other things, effectively established that no Municipality, regardless of home rule status, may regulate the length of time a political campaign sign is displayed on a residential property. In addition to the restriction on the length of time, the Act also states that “reasonable restrictions” may also be placed on size. The current allowance for political signs is four square feet. As such, staff is requesting that the following amended language be forwarded on to the Plan Commission for review and approval for the removal of certain language from the Village of Hinsdale Zoning Code as it relates to political signage, as well as consideration to establish if the existing allowance of four square feet is a reasonable restriction:

9. Political signs. Such signs shall be limited to one sign of not more than four (4) square feet in area per lot and shall be located entirely on private property pursuant to the owner's consent. shall be erected not more than thirty (30) days before the election, and shall be removed within seven (7) days following such election.

At the Plan Commission meeting of October 10, 2012, the Plan Commission considered the proposed language and felt it was prudent to also consider the appropriateness of the number of signs permitted per lot and the overall size of the allowed signs. After further discussion, the Commission felt that it was reasonable to allow one yard sign per candidate or issue, but agreed that the size was reasonable. As such, the Commission also agreed that the allowed size for “private sale signs” should be reduced to 4 square feet, from 6 square feet, to remain consistent with the allowed size of other temporary signs in this section. The Plan Commission unanimously recommended approval for the Text Amendment to Section 9-106(F)9 (Signs), as it relates to Political Signage, subject to the following changes:

- Removal of the language limiting duration of time.
- Amending the current requirement of one sign per lot to include “one sign per candidate or issue”.
- Reduction in the allowed size for private sale signs from 6 square feet to 4 square feet.

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

MOTION: Move that the Board of Trustees approve an “An Ordinance Amending Article IX (“District Regulations of General Applicability”), Section 9-106 (“Signs”) of the Hinsdale Zoning Code as it Relates to Political and Private Sale Signs” with the above referenced revisions.

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On October 22, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE IX (“DISTRICT REGULATIONS OF GENERAL APPLICABILITY”), SECTION 9-106 (“SIGNS”) OF THE HINSDALE ZONING CODE AS IT RELATES TO POLITICAL AND PRIVATE SALE SIGNS

WHEREAS, the Village of Hinsdale (the “Village”) has filed an application pursuant to Section 11-601 of the Hinsdale Zoning Code (“Zoning Code”) for an amendment to the text of Section 9-106(F)(9) of the Zoning Code relative to display of political signs and related changes (the “Application”); and

WHEREAS, one purpose of the Application for proposed text amendments is to conform Village zoning regulations to Public Act 96-904, which expressly limits the ability of any municipality to regulate time periods during which political campaign signs may be posted within residential areas of a Village; and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601(D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on October 10, 2012, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of certain amendments to the Village’s sign regulations, by a vote of 7 in favor, 0 against and 2 absent, all as set forth in the Plan Commission’s Findings and Recommendation for Plan Commission Case No. A-25-2012 (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit A** and made a part hereof. The amendments include deleting the durational limits on political signs, allowing one political sign per lot for each candidate or issue, instead of a total of one political sign per lot, and decreasing the maximum size of private sale signs to be consistent with the size limitation on political signs; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting on October 22, 2012, 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 have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the proposed text amendments set forth below are demanded by and required for the public good.

Section 3: Amendment. Article IX (District Regulations of General Applicability), Section 9-106 (Signs), subsection (F)(9) (Signs Permitted in Any District Without Permit of Fee; Political Signs) of the Hinsdale Zoning Code be and is hereby amended to read in its entirety as follows:

9. Political signs. Such signs shall be limited to one sign per lot for each candidate or issue. Signs shall be not more than four (4) square feet in area per lot, and shall be located entirely on private property pursuant to the owner's consent, ~~shall be erected not more than thirty (30) days before the election, and shall be removed within seven (7) days following such election.~~

Section 4: Amendment. Article IX (District Regulations of General Applicability), Section 9-106 (Signs), subsection (F)(10) (Signs Permitted in Any District Without Permit of Fee; Private Sale Signs) of the Hinsdale Zoning Code be and is hereby amended to read in its entirety as follows:

10. Private sale signs. Such signs shall be no more than four (4) ~~six (6)~~ square feet in area, shall be located entirely on the premises where such sale is to be conducted, shall be clearly marked with the name, address, and telephone number of the

person responsible for the removal of such sign, shall be erected not more than twenty four (24) hours before such sale, and shall be removed within twenty four (24) hours following the conclusion of such sale. No ground sign shall be higher than four feet (4') nor closer to any lot line than six feet (6').

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

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

PASSED this ____ day of _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

FINDINGS OF FACT AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

HINSDALE PLAN COMMISSION

RE: Case A-25-2012 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 9-106(F)9 (Signs), as it relates to Political Signage.

DATE OF PLAN COMMISSION REVIEW: October 10, 2012

DATE OF ZONING & PUBLIC SAFETY REVIEW: October 22, 2012

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, the Village of Hinsdale, submitted an application to Section 9-106(F)9 (Signs), as it relates to Political Signage.
2. The Plan Commission heard testimony from Village Staff regarding the proposed text amendment at the Plan Commission meeting of October 10, 2012.
3. Commissioners expressed concerns with the length of time the signs were able to stay up however the Village Attorney advised the Commission that this was the area of the state statutes that the Village could not preempt.
4. The Commission agreed that one sign per lot was slightly restrictive and that a more appropriate standard would be one sign per candidate or issue.
5. Commissioners also discussed and agreed that while they felt 4 square feet was a reasonable size limitation, it was advisable to reduce the allowance for “private sale signs” from 6 square feet to 4 square feet, to remain consistent with the other temporary signs permitted in this section.
6. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

II. RECOMMENDATIONS

The Village of Hinsdale Plan Commission, by a vote of seven (7) “Ayes”, zero (0) “Nays” and two (2) “Absent” recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed with the additional conditions of one sign per candidate or issue and reducing the allowed size of private sale signs from 6 square feet to four.

THE HINSDALE PLAN COMMISSION

By: _____

Chairman

Dated this 14th day of Nov., 2012.



VILLAGE OF HINSDALE FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

GENERAL APPLICATION

I. GENERAL INFORMATION

Applicant
Name: <u>Village of Hinsdale</u>
Address: <u>19 E. Chicago Avenue</u>
City/Zip: <u>Hinsdale, Il. 60521</u>
Phone/Fax: <u>630-789-7030 /</u>
E-Mail: <u>N/A</u>

Owner
Name: _____
Address: _____
City/Zip: _____
Phone/Fax: _____ / _____
E-Mail: _____

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

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: _____ / _____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: _____ / _____
E-Mail: _____

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

- 1) Sean Gascoigne - Village Planner
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: N/A (Text Amendment)

Property identification number (P.I.N. or tax number): - - - -

Brief description of proposed project: Text Amendment to Section 9-106(F)9 as it relates to political signage.

General description or characteristics of the site: N/A

Existing zoning and land use: N/A

Surrounding zoning and existing land uses:

North: N/A

South: N/A

East: N/A

West: N/A

Proposed zoning and land use: N/A

Existing square footage of property: N/A square feet

Existing square footage of all buildings on the property: N/A square feet

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

Site Plan Disapproval 11-604

Map and Text Amendments 11-601E
Amendment Requested: Section 9-106

Design Review Permit 11-605E

Exterior Appearance 11-606E

Planned Development 11-603E

Special Use Permit 11-602E
Special Use Requested: _____

Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: N/A (Text Amendment)

The following table is based on the _____ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 21st day of August, 2012. I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

[Signature]

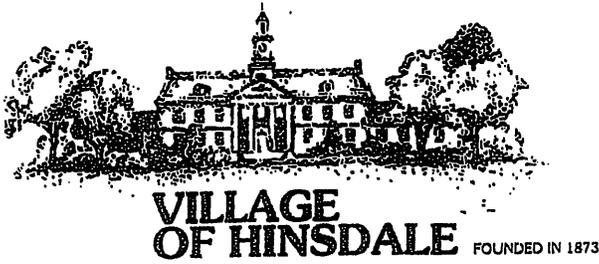
Signature of applicant or authorized agent

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 21st day of
August, 2012





**COMMUNITY DEVELOPMENT
DEPARTMENT
ZONING CODE TEXT AND MAP
AMENDMENT APPLICATION**

Must be accompanied by completed Plan Commission Application

Is this a: Map Amendment Text Amendment

Address of the subject property N/A

Description of the proposed request: Text Amendment to Section 9-106 as it relates to political signage

REVIEW CRITERIA

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.
The required changes are a result of and in line with the changes to the state statute, limiting a municipalities ability to regulate the length of time political sign may be erected.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
N/A
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
N/A

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

N/A

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

N/A

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

N/A

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

N/A

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

N/A

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

N/A

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

N/A

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

N/A

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

N/A

13. The community need for the proposed amendment and for the uses and development it would allow.

As stated previously, this change is in line with state statute regulations which limit a municipalities ability to regulate the length of time a political sign may be erected.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

N/A

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-30-2012 – Applicant: Zion Lutheran Church – Request: Major Adjustment to the approved Planned Development to allow a Music School and Tutoring Services as Permitted Uses.	APPROVAL

On April 6th, 2004 the Village Board passed an ordinance approving a Planned Development for Zion Lutheran Church which included the school at 125 S. Vine. Zion Lutheran is now proposing to add two additional uses, which would otherwise not be permitted in the IB District, and as such, is required to obtain a Major Adjustment to the Existing Planned Development to add these additional uses. As stated in the attached documents, the proposed uses would be to allow a tutoring service for ACT preparation 2-3 evenings a week and a music school, 4-5 evenings a week. It should be noted that during the Nurturing Wisdom special use process, the Village became aware that these uses were already operating and the applicant was instructed that they were not permitted and would need to apply for a major adjustment to the Planned Development. As such, the applicant came before the Committee and Board to request these two additional uses be permitted under their existing Planned Development. The applicant feels that they both uses are appropriate given that both utilize a class room setting in an existing school and take place in the evening hours opposite Nurturing Wisdom.

Pursuant to Article 11, Section 11-603(K)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review. At the Zoning and Public Safety meeting of August 27, 2012, the Committee heard a presentation from the applicant for the Major Adjustment. While the Trustees did not express any real objections to the request, they felt it was appropriate for the applicant to provide proper notification to the surrounding neighbors. As such, they approved a temporary use for the two uses to remain in operation and requested that the applicant go back to the Plan Commission to allow for the applicant to properly notify the neighbors.

At the October 10, 2012 Plan Commission it was recommended, on a vote of 7 ayes, 0 nays and 2 absent, to approve the major adjustment to the Planned Development at 125 S. Vine Street, to operate a tutoring service and a music school.

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

Should the Committee and Village Board feel the request is suitable, the following motion would be appropriate:

MOTION: Move that the Board of Trustees approve an “Ordinance Approving a Major Adjustment to a Planned Development to Allow a Music School and Tutoring Service at 125 S. Vine Street.”

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On October 22, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT
TO A PLANNED DEVELOPMENT TO ALLOW A MUSIC SCHOOL AND TUTORING
SERVICE - 125 S. VINE STREET – ZION LUTHERAN CHURCH**

WHEREAS, a Planned Development for Zion Lutheran Church (the “Applicant”) at 125 S. Vine Street (the “Subject Property”) was originally approved by Ordinance No. 2004-15 (the “Planned Development”); and

WHEREAS, the Subject Property, improved with, among other things, an existing school building, is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, among the various uses approved as part of the Planned Development was a private school use, which was later discontinued. A special use for a private school on the Subject Property was recently reapproved and a private school is again operating on the Subject Property; and

WHEREAS, the Applicant has now submitted an application for a major adjustment to the Planned Development to allow for a music school and tutoring service (the “Proposed Uses”) within the private school building on the Subject Property, during hours when the private school is not operating (the “Application”); and

WHEREAS, as the Proposed Uses are uses which would not otherwise be permitted in the IB Institutional Buildings Zoning District, a major adjustment to the Planned Development is required to be approved by the Village Board pursuant to Subsection 11-603(K)(2) of the Hinsdale Zoning Code in order for the Proposed Uses to operate; and

WHEREAS, the President and Board of Trustees, upon initial consideration of the Application, sent it back to the Plan Commission so that nearby residents of the Subject Property could be notified of the Proposed Uses and have an opportunity to register their approval or disapproval; and

WHEREAS, following notice to nearby residents, the Plan Commission, on October 10, 2012, held a meeting at which the Application was discussed. No residents were present to comment on the Application or Proposed Uses, and one commented through a written submission. Following presentations and discussion, the Plan Commission recommended approval of the Application

on a vote of 7 ayes, 0 nays, and 2 absent. The Findings and Recommendation of the Plan Commission are attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards set forth in Section 11-603 of the Zoning Code relating to major adjustments to planned developments.

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 Board of Trustees.

SECTION 2: Approval of Major Adjustment to the Approved Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsection 11-603(K)(2) of the Hinsdale Zoning Code, approve the major adjustment to the previously approved Planned Development, to allow a music school and tutoring service to operate in the private school building on the Subject Property. The Planned Development, is hereby amended to the extent provided, but only to the extent provided, by the approval granted herein.

SECTION 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, the Ordinance approving the Planned Development, any previous amendments thereto, or of any applicable code, ordinance, or regulation of the Village shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 5: 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 _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LOTS 11 AND 12 IN BLOCK 6 IN J.I. CASE'S ADDITION TO HINSDALE, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT NUMBER 15440, IN DUPAGE COUNTY, ILLINOIS

COMMONLY KNOWN AS: 125 S. VINE STREET, HINSDALE, ILLINOIS

EXHIBIT B

**FINDINGS OF FACT
(ATTACHED)**

HINSDALE PLAN COMMISSION

Re: 125 S. Vine Street – Zion Lutheran Church - Request: Major Adjustment to a Planned Development to Allow a Music School and Tutoring Service at 125 S. Vine Street

DATE OF PLAN COMMISSION REVIEW: October 10, 2012

DATE OF ZONING & PUBLIC SAFETY REVIEW: October 22, 2012

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, Zion Lutheran Church, submitted an application for a Major Adjustment to a Planned Development to allow a music school and tutoring service at 125 S. Vine Street.
2. The property is located within the IB Institutional Buildings District and improved with an existing school where a private elementary school operated previously.
3. The Plan Commission heard a presentation from the applicant regarding the proposed requests, including proposed hours, days and class sizes for the two uses, at the Plan Commission meeting of October 10, 2012.
4. The Commissioners asked the applicant questions regarding the proposed use, which included the church's long term goals and intentions for the school building.
5. Certain Commissioners expressed concerns with the residential homes being part of the Planned Development and while the applicant did not identify any immediate plans for those lots, they indicated their general support to see those lots removed from the Planned Development and returned to residential zoning.
6. The Commissioners agreed that the proposed uses were a good fit for the location and indicated they didn't see any need to restrict the time, day or hours of operation for either use.
7. The Plan Commission specifically finds that based on the Application and the evidence presented at the public meeting, the Applicant has satisfied the standards in Section 11-603 of the Zoning Code applicable to approval of a major adjustment to Planned Developments. Among the evidence relied upon by the Plan Commission is the fact that the uses will be located in an existing building specifically designed for school uses, that a school has operated at this location in the past and that generally, the requested uses are appropriate for this location.



VILLAGE OF HINSDALE FOUNDED IN 1873

**MAJOR ADJUSTMENT TO PLANNED DEVELOPMENT
COMMUNITY DEVELOPMENT DEPARTMENT**

***Must be accompanied by completed Plan Commission Application**

ZION LUTHERAN CHURCH & SCHOOL

Address of proposed request: 125 S. VINE HINSDALE, IL

Proposed Planned Development request: ADD NEW USES → 1) MUSIC SCHOOL (8299)
AMEND USES TO INCLUDE 2) TUTORING SCHOOL (8299)

Amendment to Adopting Ordinance Number: 02004-15

REVIEW CRITERIA:

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, by ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

EXISTING SCHOOL BUILDING SERVED AS ZION LUTHERAN SCHOOL
UNTIL 2006 - BUILDING HAS 16 CLASSROOMS AND GYM AND
SPACE - CURRENTLY A BUILDING TO BE USED BY NURTURING WISDOM
SCHOOL 5 DAYS WITH 3-^{NEW USES} ~~PROPOSED~~ TO INCLUDE 1) MUSIC
SCHOOL THAT WILL PROVIDE LESSONS AFTER ~~THE~~ SCHOOL HOURS
4-5 DAYS A WEEK. OTHER REQUESTED USE IS FOR A C
TUTORING CLASS FOR ACT PREP AND THE LIKE - 2-3
DAYS A WEEK - BOTH REQUESTS ARE SERVED
BY A CLASSROOM SETTING



VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL APPLICATION

I. GENERAL INFORMATION

Applicant (Zion) Name: KEITH R. LARSON (PROPERTY MGR) Address: 701 N. YORK ROAD City/Zip: HINSDALE, IL 60521 Phone/Fax: 630 / 476-2418 E-Mail: KEITH@KEITHLARSONARCHITECT.COM

Owner Name: ZION LUTHERAN CHURCH Address: 204 S. GRANT / 125 S. VINCE CHURCH SCHOOL City/Zip: HINSDALE, IL 60521 Phone/Fax: 630-323-0384 E-Mail: jalbert.zion1999@gmail.com info@zionhinsdale.org

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

Name: KEITH R. LARSON Title: ARCHITECT Address: SEE ABOVE City/Zip: Phone/Fax: 630 476-2418 E-Mail:

Name: Title: Address: City/Zip: Phone/Fax: E-Mail:

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest) 1) 2) 3)

II. SITE INFORMATION

Address of subject property: 125 S. VINE, HINSDALE (SCHOOL) 204 S. GRANT

Property identification number (P.I.N. or tax number): 09 12 110 606 (CHURCH)
09 12 110 007

Brief description of proposed project: 09 12 110 015

- TO USE 3-4 CLASSROOMS FOR FOLLOWING USES
- ① MUSIC SCHOOL TEACHING BAND INSTRUMENTS IN MOST HOURS IMMEDIATELY AFTER SCHOOL HOURS - SESSIONS HAVE 3-5 STUDENTS EACH. 4.5 HRS WEEK
 - ② TUTORING SCHOOL - PREPARE FOR ACT ETC, SOME CLASSES TO PREPARE WILL NUMBER 10 STUDENTS, OTHERS WILL BE SMALLER 1 OR 2
- General description or characteristics of the site: 2-3 DAYS A WEEK USE

FORMER ZION LUTHERAN SCHOOL BUILDING, 10 CLASSROOMS, GYM, STAGE, ETC ADDED USES

Existing zoning and land use: IB

Surrounding zoning and existing land uses:

North: O-1, OFFICE

South: IB, INSTITUTIONAL BUILDING

East: O-1, OFFICE

West: R-4, SINGLE FAMILY

Proposed zoning and land use: same

Existing square footage of property: 101,849 square feet

Existing square footage of all buildings on the property: 49,470 square feet

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- Site Plan Disapproval 11-604
- Design Review Permit 11-605E
- Exterior Appearance 11-606E
- Special Use Permit 11-602E
Special Use Requested: _____

ADD USES TO PUD (IB)
 Map and Text Amendments 11-601E
 Amendment Requested:
MUSIC SCHOOL (8299)
TUTORING (8299)

- Planned Development 11-603E
- Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 125 S. VINIE ST (SCHOOL)

The following table is based on the 1B Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area	80,000 [#]	101,849 [#]
Minimum Lot Depth	250'	383.5'
Minimum Lot Width	200'	250'
Building Height	40'	40'
Number of Stories	2	2
Front Yard Setback	35'	EXIST 28'
Corner Side Yard Setback	35'	EXIST 20'
Interior Side Yard Setback	25'	EXIST 7.41'
Rear Yard Setback	25'	EXIST 38' @ 219' TO GRANT ST.
Maximum Floor Area Ratio (F.A.R.)*	.5	.49
Maximum Total Building Coverage*	N/A PVD	EXIST LOT - 101,849 EXIST COVER - 25,638 (25%)
Maximum Total Lot Coverage*	N/A	EXIST 33,599 [#] (33%)
Parking Requirements	CHURCH 50 CHILDHOOD CENTER 7 SCHOOL - 3 <hr/> REQ'D TOTAL 60	CHURCH CHILDHOOD CNTR SCHOOL <hr/> EXIST. TOTAL (78)
Parking front yard setback	35'	140'
Parking corner side yard setback	35'	0'
Parking interior side yard setback	25'	6'
Parking rear yard setback	25'	39'
Loading Requirements	1	1
Accessory Structure Information	N/A	2 garages free-standing included above.

* Must provide actual square footage number and percentage.

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

THE SET BACKS NOT IN COMPLIANCE ARE EXISTING STRUCTURES & LOTS AND CANNOT BE CHANGED

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 10 day of AUGUST, 2012, I/We have read the above certification, understand it, and agree to abide by its conditions:

Keith Larson KEITH LARSON
Signature of applicant or authorized agent

Signature of applicant or authorized agent

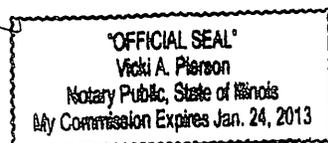
Name of applicant or authorized agent

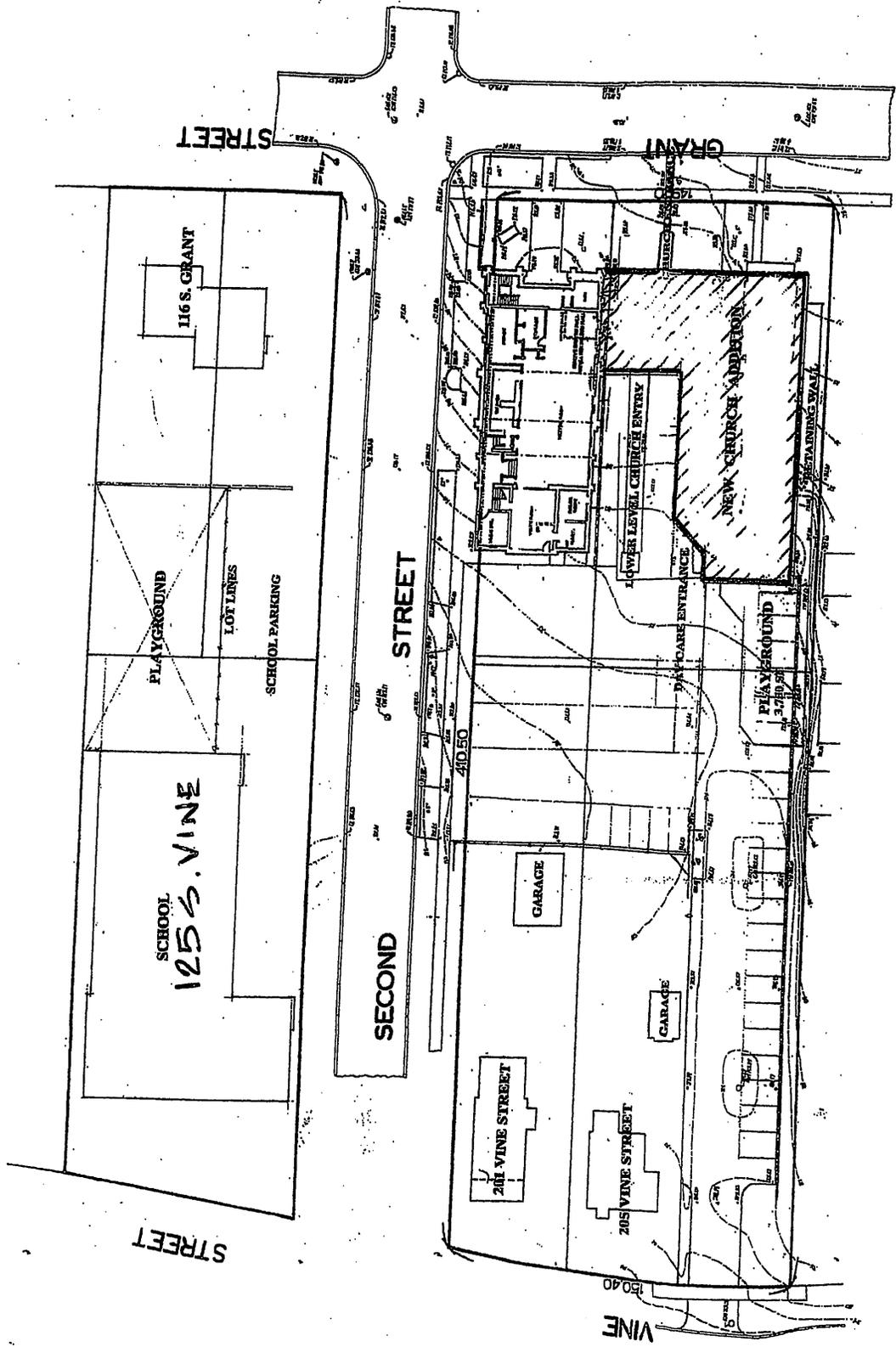
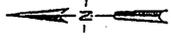
Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 10 day of
August, 2012.

Vicki A. Pierson
Notary Public

4





ZION LUTHERAN CHURCH
Hinsdale, Illinois

DATE	NO. 20
BY	DB
DATE	4-14-88
CHECKED BY	PJK
SHEET	1 OF 1



LARSON-KRAMER & ASSOCIATES
701 YORK ROAD
HINSDALE, IL 60521 630-315-0384



DATE: November 20, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Approval and acceptance of a plat of dedication, utility improvements and indemnity and release agreement for the Hamptons of Hinsdale	APPROVAL Dan Deeter Village Engineer

The Village has been working with the applicant to assemble a plat of dedication, with the associated indemnity agreement for the dedication and acceptance of public improvements at the Hamptons of Hinsdale. The applicant has completed the required plat of dedication and the Village Attorney has reviewed the indemnity agreement for accuracy and provided the attached ordinance approving and accepting the plat of dedication, public improvements and indemnity and release agreement for approval.

Should the Board concur with approval and acceptance, the following motion would be appropriate:

Motion: To Approve “an Ordinance Approving and Accepting a Plat of Dedication and Authorizing Acceptance of Other Improvements, Including Certain Water Main Improvements and an Indemnity and Release Agreement Related to Same – Hamptons of Hinsdale”.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On November 12, 2012, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PLAT OF DEDICATION AND AUTHORIZING ACCEPTANCE OF OTHER IMPROVEMENTS, INCLUDING CERTAIN WATER MAIN IMPROVEMENTS AND AN INDEMNITY AND RELEASE AGREEMENT RELATED TO SAME – HAMPTONS OF HINSDALE

WHEREAS, right-of-way commonly known as Kennedy Lane and Washington Street, running through the Hamptons of Hinsdale development (the “Development”), and depicted on the Plat of Dedication (“Plat of Dedication”) attached as **Exhibit 1** and made a part hereof, is proposed to be dedicated as public right-of-way by its current owner; and

WHEREAS, certain additional public improvements (“Additional Public Improvements”), as detailed in an Improvement Agreement entered into between Inland Opportunity Hinsdale Hamptons, LLC and the Village of Hinsdale, dated April 5, 2011 (“Improvement Agreement”), and incorporated herein by reference as **Exhibit 2**, are being accepted by the Village. Those Additional Public Improvements include watermain improvements running underneath the common areas of the Development. Certain of the watermain improvements (the “Watermain Improvements”) are being accepted contingent on the Village’s having received the executed Indemnity and Release Agreement from the Hamptons of Hinsdale Master Association (the “Indemnity and Release Agreement”), a copy of which is attached as **Exhibit 3** and made a part hereof, relative to those Watermain Improvements. The Watermain Improvements subject to the Indemnity and Release Agreement are depicted in Exhibit A to that same Agreement; and

WHEREAS, the Village President and Board of Trustees find and determine that approval and acceptance of the described Plat of Dedication and Additional Public Improvements, including the Watermain Improvements, is in the best interests of the Village.

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 Incorporated. The above recitals are incorporated by reference into this Section 1.

SECTION 2. Approval and Acceptance – Plat of Dedication. The President and Board of Trustees approve of the Plat of Dedication attached as **Exhibit 1** and authorize and direct the Village President and Village Clerk, or their designees, to accept same by executing and delivering all instruments and documents necessary to approve and

accept the Plat of Dedication, including but not limited to the execution of this Ordinance and the original of the Plat of Dedication.

SECTION 3. Acceptance – Additional Public Improvements, Including certain Watermain Improvements and related Indemnity and Release Agreement. The Village hereby also accepts the Additional Public Improvements detailed in the Improvement Agreement attached hereto as **Exhibit 2**. Finally, the Village, having been provided with the executed Indemnity and Release Agreement from the Hamptons of Hinsdale Master Association, a copy of which is attached hereto as **Exhibit 3**, hereby accepts the Watermain Improvements depicted in Exhibit A to the Indemnity and Release Agreement, and directs the Village President and Village Clerk, or their designees, to execute and deliver all instruments and documents necessary to accept all Additional Public Improvements, including the Watermain Improvements.

SECTION 4: Recording. The Village shall cause a certified copy of this Ordinance, the Indemnity and Release Agreement and the fully executed original of the Plat of Dedication to be recorded.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT 1

Plat of Dedication to the Village of Hinsdale

(Attached)

EXHIBIT 2

**Improvement Agreement between Inland Opportunity Hinsdale Hamptons,
LLC and the Village of Hinsdale, dated April 5, 2011**

**(Incorporated by Reference – A Copy of the Agreement is available from the
Office of the Village Clerk)**

EXHIBIT 3

**Indemnity and Release Agreement Executed by Hamptons of Hinsdale
Master Association**

(Attached)

INDEMNITY AND RELEASE AGREEMENT

HAMPTONS OF HINSDALE MASTER ASSOCIATION (“ASSOCIATION”) is the representative of the owners of the common areas on Lot 11, under which runs a watermain, which is depicted in Exhibit A attached hereto and made a part hereof (“Watermain”). The purpose of this Agreement is to induce the VILLAGE OF HINSDALE (“VILLAGE”) to accept the Watermain. In consideration for the VILLAGE’s acceptance of the Watermain, the ASSOCIATION is indemnifying and releasing the VILLAGE as follows:

1. **Property Owner Subject to Indemnification.** For the purposes of this Agreement, the “Property” shall be defined as those portions of Lot 11 of the ASSOCIATION located within five (5) feet of either side of the Watermain that serves inter alia, the townhome units located on Lots 8 and 9 of the ASSOCIATION. A legal description of Lot 11, a portion of which is defined herein as the “Property”, is attached hereto as Exhibit B and made a part hereof.
2. **Indemnification.** The ASSOCIATION hereby agrees to indemnify and hold harmless and defend the VILLAGE, and its former, current and future officials, agents, servants, employees and insurers and/or successors in interest of any kind (collectively, the “VILLAGE”), for and from any and all third party claims, actions, omissions, losses, injuries, lawsuits, counterclaims, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, reasonable attorneys’ fees actually incurred, and liability for damages to persons or property of any kind and causes of action of any kind and nature, whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the VILLAGE, by any person, arising out of, relating to, connected with, or in any way associated with any damage caused to the staircases, buildings, structures, fixtures, fencing or landscaping located within the Property or any adjoining private property, including without limitation, Lots 8 and 9, by a failure of the Watermain or any maintenance, repair or replacement of the Watermain by the VILLAGE. In the event that any such claim, action, cause of action or lawsuit is brought or filed against the VILLAGE, then the ASSOCIATION shall assume the defense of such action with counsel reasonably approved by the VILLAGE, all at the ASSOCIATION’s expense. The obligations of this Agreement are for, and in consideration of, the VILLAGE’S acceptance of the Watermain, shall run with the land and be enforceable against the ASSOCIATION and its successors and assigns.
3. **Release and Discharge of Liability.** The ASSOCIATION hereby forever releases and discharges the VILLAGE from any and all civil claims, injuries, demands, liabilities, expenses or damages of whatever kind, nature or description whether known or unknown, suspected or unsuspected or hereafter discovered, whether in civil law or in equity, upon contract or tort, or under state or federal law or local laws, or under common law or otherwise which it may have had, now has, or hereafter may have, or claim to have, or assert against the VILLAGE as a result of any damage to the Property caused by a failure of the Watermain or any maintenance, repair or replacement of the Watermain by the VILLAGE, other than any civil claims, injuries, demands, liabilities, expenses and

damages arising out of the gross negligence or willful misconduct of any employee, agent or contractor of the VILLAGE.

4. **Restoration Duty.** In the event that any staircases, buildings, structures, fixtures, fencing or landscaping located within the Property, or any adjoining property, including without limitation Lots 8 and 9, is damaged by a failure of the Watermain or any maintenance, repair or replacement of the Watermain by the VILLAGE, the ASSOCIATION shall be solely responsible for remedying any such damage to the Property, or any adjoining property, including without limitation Lots 8 and 9, at its sole cost and expense.
5. **Enforcement of Agreement.** The VILLAGE shall have the right to enforce the terms and conditions of this Agreement through an action at law or equity, including, without limitation, the remedy of specific performance. The VILLAGE shall be entitled to recover its reasonable costs and attorneys' fees in any action to enforce the terms and conditions of this Agreement. The terms and conditions of this Agreement shall be binding on all successors and assigns of the ASSOCIATION.
6. **Term.** The obligations and benefits of this Agreement shall be a covenant running with the land and an interest coupled with a power.
7. **Insurance.** The ASSOCIATION agrees to obtain and maintain a general liability insurance policy, in an amount acceptable to the VILLAGE, naming the VILLAGE as an additional insured, and agrees to deliver a certificate of insurance to the VILLAGE to that effect on an annual basis.
8. **Representation.** All parties acknowledge and represent that in reviewing this Agreement and the terms of this Agreement, they have carefully read this Agreement; they understand its contents and that they have executed it as their own free and voluntary act.

IN WITNESS WHEREOF, as evidence of the agreement of the ASSOCIATION to the terms and provisions of Agreement, the ASSOCIATION has, through its authorized representative, executed this Agreement on the date listed below.

HAMPTONS OF HINSDALE
MASTER ASSOCIATION,
an Illinois not-for-profit corporation

By: _____
Guadalupe Griffin, President

Dated: _____

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Guadalupe Griffin, PRESIDENT of HAMPTONS OF HINSDALE MASTER ASSOCIATION, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and deed, and the act and deed of the foregoing not-for-profit corporation, as authorized by the not-for-profit corporation's board of trustees/directors on _____, 2012, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2012.

Notary Public

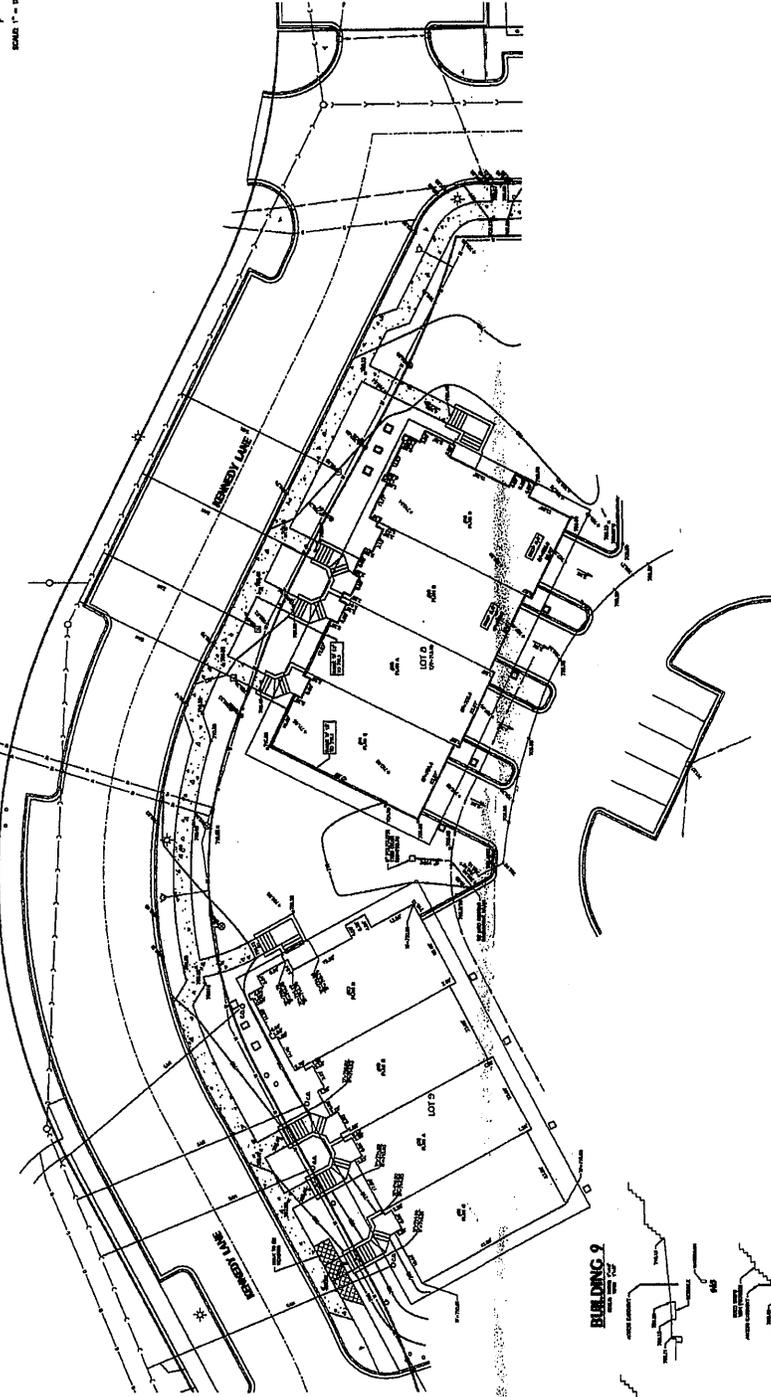
My commission expires: _____

EXHIBIT A

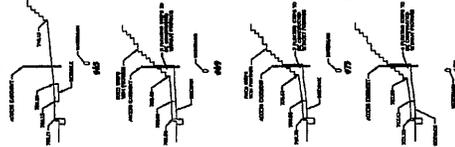
Depiction of Watermain

EXHIBIT A
OF

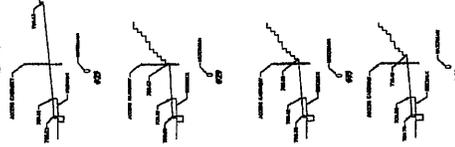
THE PLAN AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
NEW BARRACKS AT THE ARMY CAMP, BANGALORE, AND THE
REPAIRS TO THE EXISTING BARRACKS AT THE ARMY CAMP,
BANGALORE, AND THE REPAIRS TO THE EXISTING BARRACKS,
BANGALORE.



BUILDING 9
PLAN AND SPECIFICATIONS



BUILDING 8
PLAN AND SPECIFICATIONS



WILSON CONSULTANTS, INC.
1000 WILSON AVENUE, SUITE 100
COSTA MESA, CALIFORNIA 92626
TELEPHONE (714) 440-1000
FACSIMILE (714) 440-1001
WWW.WILSONCONSULTANTS.COM

PROPOSED 7-20-12
SHEET No. 1 of 1 JOB No. 10477

EXHIBIT B

Legal Description of Lot 11

EXHIBIT "B"

LOT 11 IN HAMPTONS OF HINSDALE, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 2006 AS DOCUMENT NUMBER R2006-187197 AND CERTIFICATES OF CORRECTION RECORDED AS DOCUMENT NUMBERS R2007-154647; R2007-158380; CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NUMBER R2007-158381; AND CERTIFICATE OF CORRECTION RECORDED JULY 11, 2008 AS DOCUMENT NUMBER R2008-109130 IN DUPAGE COUNTY, ILLINOIS.

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PLAT OF DEDICATION AND AUTHORIZING ACCEPTANCE OF OTHER IMPROVEMENTS, INCLUDING CERTAIN WATER MAIN IMPROVEMENTS AND AN INDEMNITY AND RELEASE AGREEMENT RELATED TO SAME – HAMPTONS OF HINSDALE

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2012, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2012.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of _____, 2012.

Village Clerk

[SEAL]

DATE: November 12, 2012

REQUEST FOR BOARD ACTION

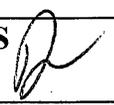
AGENDA SECTION NUMBER EPS Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Contract Change Order #1 2012 Resurfacing Project Pirtano Construction Company, Inc.	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 1. This change order includes additional costs encountered due to conflicts with underground utilities or site conditions being different than that shown on the plans. The individual changes were reported to and approved by the Village Manager. Supporting documentation for each change order has been reviewed by the Resident Engineer and a copy is on file with the Village staff.

The 2012 Resurfacing Project budget is listed below:

	<u>2012/3 Budget</u>	<u>Costs</u>
• Construction Observation	\$ 100,000	\$ 66,863
• Construction	<u>\$2,199,033</u>	<u>\$2,120,222</u>
○ (with all anticipated change orders)		
• Total	\$2,299,033	\$2,187,085
• Contingency		\$ 111,948

MOTION: To Approve a Resolution for the 2012 Resurfacing Project Contract Change Order Number 1 in the Amount of \$13,256.84 Reduction to Pirtano Construction Company, Inc.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
---	-----------------	-----------------	-----------------	---

COMMITTEE ACTION: On November 12, 2012, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE 2012 RESURFACING PROJECT
CONTRACT CHANGE ORDER
NUMBER 1 IN THE AMOUNT OF \$13,256.84 REDUCTION TO
PIRTANO CONSTRUCTION COMPANY, INC.**

WHEREAS, the Village of Hinsdale (the “Village”) and Pirtano Construction Company, Inc. (“Pirtano”) have entered into that certain Contract (the “Contract”) providing for the construction of the 2012 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

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	2012 Resurfacing Project	Change Order No. 1
Location:	Various Streets	Contract No. - N/A
Contractor:	Pritano Construction Company, Inc.	Date: 11-12-2012
		Page 1 of 4

- I. A. Description of Changes Involved:
- 1 Removal & replacement of combined sewer @ 2nd & Clay St
 - 2 Removal & replacement of combined sewer @ Hinsdale & Clay St.
 - 3 Removal & replacement of combined sewer @ 4th & Clay St.
 - 4 Change in tree trunk protection quantity.
 - 5 Change in tree root pruning quantity.
 - 6 Salvaged existing curb and gutter on Fourth & Clay Streets.
 - 7 Elimination of 10" sanitary sewer replacement on N. Monroe St.
 - 8 Elimination of manhole replacement on N. Monroe St.
 - 9 Elimination of sanitary service replacement on N. Monroe St.
 - 10 Pavement patching on Quincy Street.
 - 11 T&M to dig around utilities at Second and Clay Streets.
 - 12 Repair water service line.
 - 13 Repair water main leak in the vicinity of 338 Quincy.
 - 14 Pressure connection added at N. Monroe and Hickory.
 - 15 Relocate MCI cable at Fourth and Vine Streets.
 - 16 Relocate water main connection at Clay and North Streets.
 - 17 T&M to identify water service location at 408 Second St.
 - 18 Repaired broken valve on existing water main.
 - 19 Abandoned existing water main.
 - 20 Repair sawcut trench on N. Monroe Street.
 - 21 Repaired damaged sanitary service at 430 N. Clay Street.
 - 22 Additional sidewalk replacement.
 - 23 Add two detectable warning markers at S. Clay & Fourth Streets.
 - 24 Connection of 118 W. Fourth Street water service to water main.
 - 25 Addition of water main line stop valves at Fourth & Grant.
 - 26 Unplanned replacement of non-standard frame and grate.
 - 27 T&M to identify and avoid private utilities (Nicor, ComEd, etc.) that shifted into the path of the proposed Fourth St. WM.

Project: 2012 Resurfacing Project
Location: Various Streets
Contractor: Pritano Construction Company, Inc.

Change Order No. 1
Contract No. - N/A
Date: 11-12-2012
Page 2 of 4

B. Reason for Change:

- 1 Sewer televising identified pipe sections that could not be lined and needed to be replaced.
- 2 Sewer televising identified pipe sections that could not be lined and needed to be replaced.
- 3 Sewer televising identified pipe sections that could not be lined and needed to be replaced.
- 4 Tree trunk protection placed at direction of Village Forester.
- 5 Tree root pruning placed at direction of Village Forester.
- 6 Good soil conditions and contractor preservation efforts.
- 7 Sewer televising showed the existing sewer in good shape.
- 8 Sewer televising showed the existing sewer in good shape.
- 9 Sewer televising showed the existing sewer in good shape.
- 10 Unplanned water service repair.
- 11 Unknown utilities were unmarked and unidentified.
- 12 Service line location did not match village records.
- 13 Water leak uphill of construction was filling trench.
- 14 Water mains at intersection not according to village atlas.
- 15 Underground utility conflict.
- 16 Underground utility conflict.
- 17 Abandoned water service left on site.
- 18 Unscheduled repair to existing broken watermain.
- 19 Existing water main was not listed on Village records.
- 20 Sewer repairs were eliminated from contract when televising showed the sewer in good shape. (Change request # 7,8,9).
- 21 Damaged sanitary sewer was undermining N. Clay Street. To be reimbursed by owner.
- 22 Sidewalk & carriagewalk settlement identified in the on-site review.
- 23 Meet new ADA compliance regulations.
- 24 Mid-block resident's water service was connected to a Grant Street watermain contrary to Village records.
- 25 Existing valves cannot close to isolate connection points.
- 26 Frame and grate were unavoidably damaged in curb & gutter removal.
- 27 The shift of the existing utilities was not identified on the plans.

Project: 2012 Resurfacing Project
Location: Various Streets
Contractor: Pritano Construction Company, Inc.

Change Order No. 1
Contract No. - N/A
Date: 11-12-2012
Page 3 of 4

C.	Revision in Contract Price:	Total Reduction: \$	13,256.84
	1 Addition	\$	21,030.00
	2 Addition	\$	9,826.00
	3 Addition	\$	11,100.00
	4 Addition	\$	4,180.00
	5 Reduction	\$	5,330.00
	6 Reduction	\$	69,000.00
	7 Reduction	\$	15,840.00
	8 Reduction	\$	6,600.00
	9 Reduction	\$	8,773.08
	10 Addition	\$	2,685.80
	11 Reduction	\$	1,934.40
	12 Reduction	\$	1,016.03
	13 Addition	\$	4,242.12
	14 Addition	\$	2,921.24
	15 Reduction	\$	1,874.42
	16 Addition	\$	1,769.28
	17 Addition	\$	927.43
	18 Addition	\$	2,455.51
	19 Addition	\$	1,620.33
	20 Addition	\$	4,010.00
	21 Addition	\$	13,783.00
	21 Reduction	\$	13,783.00
	22 Addition	\$	4,500.00
	23 Addition	\$	656.00
	24 Addition	\$	819.39
	25 Addition	\$	11,963.00
	26 Addition	\$	872.00
	27 Addition	\$	1,883.29

Project: 2012 Resurfacing Project
Location: Various Streets
Contractor: Pritano Construction Company, Inc.

Change Order No. 1
Contract No. - N/A
Date: 11-12-2012
Page 4 of 4

II. Adjustments in Contract Price:

A.	Original Contract Price:	2,128,978.50
B.	Net (addition)(reduction) due to all previous Change Order No. <u>N/A</u>	
C.	Contract Price, not including this Change Order	\$ 2,128,978.50
D.	(Addition)(Reduction) to Contract Price due to this Change Order	\$ <u>(13,256.84)</u>
E.	Contract Price including this Change Order	<u>\$ 2,115,721.66</u>

Accepted:
Contractor: Pirtano Construction Company, Inc.

By: _____
Signature of Authorized Representative Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative Date

DATE: November 12, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Contract Change Order #2 2012 Reconstruction Project (N. Washington) John Neri Construction Company, Inc.	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 2. This change order includes additional costs encountered due to conflicts with underground utilities or site conditions being different than that shown on the plans. The individual changes were reported to and approved by the Village Manager prior to being initiated. Supporting documentation for each change order has been reviewed by the Resident Engineer and a copy is on file with the Village staff.

The 2012 Reconstruction Project budget is listed below:

	2012/3 Budget	Costs
• Construction Observation	\$ 200,000	\$ 194,406
• Construction	<u>\$4,292,517</u>	<u>\$4,192,203</u>
o (with all anticipated change orders)		
• Total	\$4,492,517	\$4,386,609
• Contingency		\$ 105,908

MOTION: To Approve a Resolution for the 2012 Reconstruction Project Contract Change Order Number 2 in the Amount of \$62,020.94 Reduction to John Neri Construction Company, Inc.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
---	-----------------	-----------------	-----------------	---

COMMITTEE ACTION: On November 12, 2012, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE 2012 RECONSTRUCTION PROJECT
CONTRACT CHANGE ORDER
NUMBER 2 IN THE AMOUNT OF \$62,020.94 REDUCTION TO
JOHN NERI CONSTRUCTION COMPANY, INC.**

WHEREAS, the Village of Hinsdale (the “Village”) and John Neri Construction Company, Inc. (“Neri”) have entered into that certain Contract (the “Contract”) providing for the construction of the 2012 Reconstruction 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

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	2012 Reconstruction Project	Change Order No. 2
Location:	N. Washington, N. Grant, Walnut, Lansing	Contract No. - N/A
Contractor:	John Neri Construction Company, Inc.	Date: 11-12-2012

Page 1 of 3

- I. A. Description of Changes Involved:
- 8 Removal of abandoned water service at 126 N. Washington
 - 9 Existing main on the east side of Ayres needed to be cut & capped.
 - 10 Cap and plugged sanitary tee at 626 N. Washington.
 - 11 Avoided placement of 250-feet of PVC water main & 2 fire hydrants.
 - 12 T&M for work stoppage at Center & Washington
 - 14 Reduction in anticipated quantity of tree protection fencing.
 - 15 Reduction in anticipated quantity of tree root pruning.
 - 16 Elimination of four inserta-valves.
 - 17 Addition of three water valves.
 - 18 Reduction in anticipated quantity of CCDD materials requirement.
 - 19 Repaired watermain break at 541 N. Grant.
 - 20 T&M to repair leaking corporate stop on existing water main.
 - 21 Repair water service line at 549 N. Grant.
 - 22 T&M to connect proposed water main to existing water main.
 - 28 Installed yard drain in parkway at 618 N. Washington.
- B. Reason for Change:
- 8 Abandoned water service was not previously removed.
 - 9 Existing water main could not be shutdown.
 - 10 Existing sanitary tee had been abandoned.
 - 11 Existing water main in excellent condtion.
 - 12 Old, broken water valve could not be shutdown.
 - 14 Fencing placed at Village Arborist's direction.
 - 15 Root pruning conducted at Village Arborist's direction.
 - 16 Field change to watermain layout.
 - 17 Field change to watermain layout at Lansing & Center.

Project: 2012 Reconstruction Project
Location: N. Washington, N. Grant, Walnut, Lansing
Contractor: John Neri Construction Company, Inc.

Change Order No. 2
Contract No. - N/A
Date: 11-12-2012
Page 2 of 3

- 18 No special materials encountered during excavation in Stage 1.
- 19 VOH water division was on another watermain break.
- 20 Leaking watermain filling constructon trench at N. Grant & Center.
- 21 Water service line did not match village location.
- 22 Existing water main at N. Grant & Center wer not per atlas.
- 28 Improve apron drainage at low point on N. Washington.

C.	Revision in Contract Price:	Total Reduction:	\$	62,020.94
8	Addition	\$	839.44	
9	Addition	\$	2,110.28	
10	Addition	\$	1,185.48	
11	Reduction	\$	19,000.00	
12	Addition	\$	1,256.90	
14	Reduction	\$	8,248.75	
15	Reduction	\$	7,950.00	
16	Reduction	\$	27,200.00	
17	Addition	\$	12,450.00	
18	Reduction	\$	25,000.00	
19	Addition	\$	1,567.00	
20	Addition	\$	640.36	
21	Addition	\$	1,395.12	
22	Addition	\$	3,494.11	
28	Addition	\$	439.12	

Project: 2012 Reconstruction Project
Location: N. Washington, N. Grant, Walnut, Lansing
Contractor: John Neri Construction Company, Inc.

Change Order No. 2
Contract No. - N/A
Date: 11-12-2012
Page 3 of 3

II. Adjustments in Contract Price:

A.	Original Contract Price:	\$ 4,247,524.75
B.	Net (addition)(reduction) due to all previous Change Order No. <u>1</u>	\$ 13,609.18
C.	Contract Price, not including this Change Order	\$ 4,261,133.93
D.	(Addition)(Reduction) to Contract Price due to this Change Order	<u>\$ (62,020.94)</u>
E.	Contract Price including this Change Order	<u><u>\$ 4,199,112.99</u></u>

Accepted:
Contractor: John Neri Construction Company, Inc.

By: _____
Signature of Authorized Representative Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative Date

DATE: November 12, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Contract Change Order #2 Woodlands Phase 1 Pirtano Construction Company, Inc.	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 2. This change order includes additional costs encountered due to conflicts with underground utilities or site conditions being different than that shown on the plans. The individual changes were reported to and approved by the Village Manager. Supporting documentation for each change order has been reviewed by the Resident Engineer and a copy is on file with the Village staff.

The 2012 Reconstruction Project budget is listed below:

	<u>2012/3 Budget</u>	<u>Costs</u>
• Construction Observation ○ (with change order #1)	\$ 131,130	\$ 255,960
• Construction ○ (with all anticipated change orders)	<u>\$5,075,000</u>	<u>\$4,576,225</u>
• Total	\$5,206,130	\$4,832,185
• Contingency		\$ 373,945

MOTION: To Approve a Resolution for the Woodlands Phase 1 Project Contract Change Order Number 2 in the Amount of \$50,159.33 Reduction to Pirtano Construction Company, Inc.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On November 12, 2012, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE WOODLANDS PHASE 1 PROJECT
CONTRACT CHANGE ORDER
NUMBER 2 IN THE AMOUNT OF \$50,159.33 REDUCTION TO
PIRTANO CONSTRUCTION COMPANY, INC.**

WHEREAS, the Village of Hinsdale (the “Village”) and Pirtano Construction Company, Inc. (“Pirtano”) have entered into that certain Contract (the “Contract”) providing for the construction of the Woodlands Phase 1 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

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	Woodlands Phase 1	Change Order No. 2
Location:	Various Streets	Contract No. - N/A
Contractor:	Pritano Construction Company, Inc.	Date: 11-12-2012
		Page 1 of 3

- I. A. Description of Changes Involved:
- 7 Repair of sewer main pipe and connection during repair of sanitary service at 801 Woodland
 - 14 Directional boring new water service at 700 Taft
 - 15 Adjusted fire hydrant locations on site.
 - 16 Additional trench backfill used for storm sewer under pavement.
 - 17 Redesign and relocation of rain garden #13.
 - 18 516-feet of existing storm sewer did not need to be removed.
 - 19 Time & materials to lower existing water main at 7th & McKinley
 - 20 Diversion channel constructed at 810 Taft.
 - 22 Replace water service at 555 Woodland Avenue.
 - 23 Proposed 12-inch storm sewer was installed, removed, & re-laid.
 - 24 Relocation of fire hydrants.
 - 25 Use of casing around water main at select locations.
 - 26 Time & materials to lower manhole pipe connection.
 - 27 Time & materials to locate/connect water services of 582 Dalewood.
 - 28 Line item cost savings due to revision to rain gardens and bio-swales.
 - 29 VOH/Pirtano identified old water service, excavated, connected to it. Then, backfilled and connected to new service.
 - 30 Time & materials to core manhole connect to rain garden #34.
- B. Reason for Change:
- 7 Divided labor costs between Village and resident.
 - 14 Location of existing water service different than Village records & plans. Directional bored new water service to protect trees.
 - 15 More efficient locations maintained standards of fire protection while reducing the overall number of hydrants.
 - 16 Storm sewer location moved to better protect tree roots.
 - 17 Provide space for resident provided screening trees.
 - 18 Field assessment by contractor, resident engineer, and staff.
 - 19 Underground conflict between water main and rain garden detention.
 - 20 To provide better erosion control and reduce sediment displacement.
 - 22 Conflict with parkway tree & brittle, obsolete water service materials.

Project: Woodlands Phase 1
Location: Various Streets
Contractor: Pritano Construction Company, Inc.

Change Order No. 2
Contract No. - N/A
Date: 11-12-2012
Page 2 of 3

- 23 Conflict with previously unidentified 4-inch cast iron gas pipe.
- 24 Improve efficiency of fire protection coverage.
- 25 Review of site conditions showed casing was not required.
- 26 Underground conflict with gas main.
- 27 Contrary to Village atlas, Dalewood water service connects to water main on Seventh Street.
- 28 On-site adjustments to rain gardens and bio-swales to preserve trees.
- 29 Abandoned b-box remained in front yard after home construction.
- 30 Improve pavement drainage by connecting directly to rain garden #34.

C.	Revision in Contract Price:	Total Reduction:	\$	50,159.33
	7 Addition	\$	1,447.08	
	14 Addition	\$	3,120.00	
	15 Reduction	\$	9,800.00	
	16 Addition	\$	4,000.00	
	17 Addition	\$	1,745.00	
	18 Reduction	\$	13,416.00	
	19 Addition	\$	5,591.88	
	20 Addition	\$	664.28	
	22 Addition	\$	1,684.76	
	23 Addition	\$	1,660.72	
	24 Reduction	\$	4,900.00	
	25 Reduction	\$	11,050.00	
	26 Addition	\$	211.52	
	27 Addition	\$	949.17	
	28 Reduction	\$	35,116.90	
	29 Addition	\$	1,880.97	
	30 Addition	\$	1,168.19	

Project: Woodlands Phase 1
Location: Various Streets
Contractor: Pritano Construction Company, Inc.

Change Order No. 2
Contract No. - N/A
Date: 11-12-2012
Page 3 of 3

II. Adjustments in Contract Price:

A.	Original Contract Price:	\$ 4,545,000.00
B.	Net (addition)(reduction) due to all previous Change Order No. <u>1</u>	\$ 19,063.95
C.	Contract Price, not including this Change Order	\$ 4,564,063.95
D.	(Addition)(Reduction) to Contract Price due to this Change Order	\$ <u>(50,159.33)</u>
E.	Contract Price including this Change Order	<u>\$ 4,513,904.62</u>

Accepted:
Contractor: Pirtano Construction Company, Inc.

By: _____
Signature of Authorized Representative Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative Date

DATE: November 12, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Contract Change Order #1 Woodlands Phase 1 Construction Observation HR Green, Inc.	APPROVAL Dan Deeter Village Engineer

Staff is recommending approval of the attached change order 1. This change order includes additional engineering consulting activities undertaken to modify the construction documents due to

- Pre-bid modifications to the scope of the project, including
 - Advancing improvements to Woodland Avenue (Taft – Harding) from Phase 2 to Phase 1
 - Elimination of pervious paver parking areas within the right-of-way (ROW)
 - Addition of +/-1200-feet of sewer lining after results of sewer televising.
- Modifications to the construction documents to preserve trees in and outside the right-of-way
 - Modifications to rain gardens during pre-construction walk-through with Village forester to field locate the tree protection devices
 - Extending directional bore and modification to storm sewers at 7th & Taft
- Utility conflicts identified during construction
 - Revisions to storm sewer directional bore in the former 7th St. ROW (McKinley – Taft)
 - Revised storm sewer design to avoid gas main conflict
 - Revisions to rain garden locations to avoid conflict with water mains
- Infrastructure modifications due to new home construction recently started within the project area.

The 2012 Woodlands Phase 1 Project budget is listed below:

	<u>2012/3 Budget</u>	<u>Costs</u>
• Construction Observation	\$ 131,130	\$ 255,960
○ (with change order #1)		
• Construction	<u>\$5,075,000</u>	<u>\$4,576,225</u>
○ (with all anticipated change orders)		
• Total	\$5,206,130	\$4,832,185
• Contingency		\$ 373,945

MOTION: To Approve a Resolution for the Woodlands Phase 1 Construction Observation Contract Change Order Number 1 in the Amount of \$32,583.75 to HR Green, Inc.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On November 12, 2012, the Environment and Public Services Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE WOODLANDS PHASE 1 PROJECT
CONSTRUCTION OBSERVATION CONTRACT CHANGE ORDER
NUMBER 1 IN THE AMOUNT OF \$32,583.75 TO
HR GREEN, INC.**

WHEREAS, the Village of Hinsdale (the “Village”) and HR Green, Inc. (“HR Green”) have entered into that certain Contract (the “Contract”) providing for the construction observation of the Woodlands Phase 1 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

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	Woodlands Phase 1 Construction Observation	Change Order No. 1
Location:	Various Streets	Contract No. - N/A
Contractor:	HR Green, Inc.	Date: 11-12-2012
		Page 1 of 2

- I. A. Description of Changes Involved:
- 1 Pre-bid modifications to the scope of the projet
 - 2 Post-construction start modifications to the scope of the project
- B. Reason for Change:
- 1 Advancing improvements to Woodland Avenue from phase 2 to phase 1, elimination of pervious pavers in ROW, additional sewer lining.
 - 2 Modifications to construction documents to preserve trees, address underground conflicts identified during construction, and modifications due to new home construction.

C. Revision in Contract Price:	Total Reduction: \$	32,583.75
1 Addition	\$	21,678.25
2 Addition	\$	10,905.50

II. Adjustments in Contract Price:

A. Original Contract Price:	\$	223,376.00
B. Net (addition)(reduction) due to all previous Change Order No. <u>0</u>		
C. Contract Price, not including this Change Order	\$	223,376.00
D. (Addition)(Reduction) to Contract Price due to this Change Order	\$	<u>32,583.75</u>
E. Contract Price including this Change Order	\$	<u><u>255,959.75</u></u>

Project: Woodlands Phase 1 Construction Observation
Location: Various Streets
Contractor: HR Green, Inc.

Change Order No. 1
Contract No. - N/A
Date: 11-12-2012
Page 2 of 2

Accepted:
Contractor: HR Green, Inc.

By: _____
Signature of Authorized Representative

Date

Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES
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ITEM Inspection and Repair of Well #5	APPROVAL
--	-----------------

There is \$40,000 budgeted in the Water & Sewer Department operations and maintenance fund (6102-7918) to complete the inspection and repair of well #5, which includes the pulling, inspection, cleaning, coating, and return to service of the existing column pipe of the well and associated parts. Staff received 3 bids for this service on November 2nd which are attached. The low bid received was from Municipal Well and Pump, in the amount of \$39,688.00.

Public Services staff would like to recommend to Committee the award of bid #1530 for the services of inspection and repair of well #5 to Municipal Well and Pump, in the bid comparison amount of \$39,688.00.00, and if Committee concurs the following motion would be appropriate:

MOTION: To recommend to the Board of Trustees the award of bid #1530 for the services of inspection and repair of well #5 to Municipal Well and Pump in the comparison bid amount of \$39,688.00.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

At the November 12th EPS Meeting, the Committee Unanimously Moved to Approve the Above Motion.

BOARD ACTION:

PROJECT NUMBER: 1530
 PROJECT NAME: Inspection & Repair Well #5
 DATE: November 2, 2012
 BUDGET:

Name:	Municipal Well & Pump	Layne Western	Water Well Solutions
Address:	1212 Storbeck Dr. Waupun, WI 53963	721 W Illinois St Aurora, IL 60506	44 W 158 Keslinger Rd Elburn, IL 60119
Bid Security:	10% bond	10% bid bond	10% bid bond

Item No.	Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Inspection	lump sum		20720.0000	20720.00	21930.0000	21930.00	19900.0000	19900.00
2	Column Pipe	feet	220	30.000	6600.00	37.50	8250.00	72.130	15868.60
3	Coupling/Bearing	each	15	303.00	4545.00	345.00	5175.00	413.00	6,195.00
4	Material cost %		1,000	0.40	1400.00	0.30	1300.00	0.40	1,400.00
5	Machinist Labor	hours	10	153.00	1530.00	148.00	1480.00	155.00	1,550.00
6	TV survey of well	lump sum		2565.00	2565.00	1,275.00	1275.00	1,300.00	1,300.00
7	Balting if required	hours	8	291.00	2328.00	70.00	560.00	300.00	2,400.00
Extended Totals					39688.00		39970.00		48613.60

AGENDA SECTION ACA	ORIGINATING DEPARTMENT Finance
ITEM Accounts Payable	Darrell Langlois  APPROVED Assistant Village Manager/Director of Finance

At the meeting of November 20, 2012 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of November 01, 2012 through November 12, 2012 in the aggregate amount of \$3,423,109.47 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

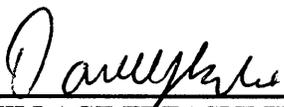
BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1533

FOR PERIOD November 01, 2012 through November 12, 2012

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$3,423,109.47 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 11/14/12
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 11/15/12
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1533
Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	142,135.58		142,135.58
2003 G.O. Bonds	32752	464,531.25		464,531.25
2006 G.O. Bonds	32753	149,668.75		149,668.75
2009 Limited Source Bonds	32754	135,653.75		135,653.75
Capital Projects Fund	45300	476,787.87	-	476,787.87
Water & Sewer Operations	61061	229,132.30	-	229,132.30
Water & Sewer Capital	61062	1,093,073.07		1,093,073.07
W/S 2008 Bond	61064	428,768.76		428,768.76
Escrow Funds	72100	26,500.00	-	26,500.00
Payroll Revolving Fund	79000	11,761.93	265,096.21	276,858.14
Total		3,158,013.26	265,096.21	3,423,109.47

Intergovernmental Personnel Benefit Cooperative			
GBS - Funding Owed Monthly - Standard Billing			
November 2012			
Account	#		Credit
MEMBERS			
Barrington	10-1210-123		151,096.31
Bloomington	10-1210-126		133,657.35
Buffalo Grove			372,427.05
Carol Stream	10-1210-133		242,842.62
Carpentersville			260,282.38
CLC - JAWA	10-1210-180		42,083.26
Collinsville	10-1210-145		252,693.81
Crystal Lake			383,072.58
Deerfield	10-1210-140		272,860.17
Dekalb			434,203.07
Des Plaines	10-1210-150		690,651.66
Evanston			1,094,883.85
EWBC			see below
Forest Preserve District of DuPage Co	10-1210-160		405,184.47
Franklin Park	10-1210-165		188,834.63
Glenview	10-1210-177		483,041.95
Hanover Park	10-1210-183		\$272,380.25
Highland Park			517,680.88
Hinsdale	10-1210-185		161,513.02
Hoffman Estates	10-1210-186		488,914.78
Homewood	10-1210-187		217,356.84
Libertyville			225,254.55
Morton Grove			290,530.75
Mount Prospect	10-1210-253		476,497.82
NIHII			see below
NWS - JAWA	10-1210-202		21,645.09
Northbrook	10-1210-204		513,237.45
Northbrook Library			47,813.71
Oswego			140,693.35
Oswego Park District			35,434.00
Rolling Meadows	10-1210-287		298,806.84
SCDBP	10-1221-000		see below
Schaumburg			818,880.33
Streamwood	10-1210-295		246,320.05
SWAHM	10-1222-000		see below
WCMC	10-1223-000		see below
West Chicago	10-1210-335		168,500.00
Westmont	10-1210-337		178,000.05
Westmont Park District	10-1210-338		13,706.73
Wheaton	10-1210-343		310,185.16
Wheeling	10-1210-345		418,334.84
Wood Dale	10-1210-347		154,099.40
			11,423,601.05
EWBC			
Beecher			20,993.09
Coal City			26,034.37
Crete			48,736.25
Crete Township			14,699.65
Monee			32,903.15
Peotone			26,238.08
Steger			54,145.10
			\$223,749.69

PAYEE		WARRANT REGISTER #	1533	11/30/12
VOU.	DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AFLAC-FLEXONE				
170738	AFLAC OTHER	110912000000000	264.33	
170739	AFLAC SLAC	110912000000000	204.90	
170740	ALFAC OTHER	110912000000000	276.90	
		CHECK NO. 92217		746.13
COLONIAL LIFE PROCESSING				
170729	COLONIAL OTHER	110912000000000	27.63	
170730	COLONIAL S L A C	110912000000000	54.33	
		CHECK NO. 92218		81.96
I.U.O.E.LOCAL 150				
170744	LOCAL 150 UNION DUES	110912000000000	576.71	
		CHECK NO. 92219		576.71
ILLINOIS FRATERNAL ORDER				
170732	UNION DUES	110912000000000	688.00	
		CHECK NO. 92220		688.00
MANGANIELLO, JIM				
170749	METER READINGS	142848-10/12	1428.48	
		CHECK NO. 92221		1428.48
NATIONWIDE RETIREMENT SOL				
170733	USCM/PEBSCO	110912000000000	38.13	
170734	USCM/PEBSCO	110912000000000	2040.00	
		CHECK NO. 92222		2078.13
NATIONWIDE TRUST CO.FSB				
170741	PEHPPD	110912000000000	545.27	
170742	PEHP REGULAR	110912000000000	2336.33	
		CHECK NO. 92223		2881.60
NCPERS GRP LIFE INS#3105				
170731	LIFE INS	110912000000000	272.00	
		CHECK NO. 92224		272.00
STATE DISBURSEMENT UNIT				
170743	CHILD SUPPORT	110912000000000	1084.62	
		CHECK NO. 92225		1084.62
STATE DISBURSEMENT UNIT				
170745	CHILD SUPPORT	110912000000000	313.21	
		CHECK NO. 92226		313.21
STATE DISBURSEMENT UNIT				
170746	CHILD SUPPORT	110912000000000	585.00	

WARRANT REGISTER #		1533	11/30/12
PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STATE DISBURSEMENT UNIT			
	CHECK NO. 92227		585.00
STATE DISBURSEMENT UNIT			
170747 CHILD SUPPORT	110912000000000	184.62	
	CHECK NO. 92228		184.62
STATE DISBURSEMENT UNIT			
170748 CHILD SUPPORT	110912000000000	1615.38	
	CHECK NO. 92229		1615.38
VILLAGE OF HINSDALE			
170735 MEDICAL REIMBURSEMENT	110912000000000	499.16	
170736 DEP CARE REIMB.F/P	110912000000000	30.41	
170737 MEDICAL REIMBURSEMENT	110912000000000	125.00	
	CHECK NO. 92230		654.57
ABC COMMERCIAL MAINT SERV			
170758 KLM CLEANING	061	1716.00	
	CHECK NO. 92231		1716.00
AFTERSCHOOL ENRICHMENT			
170787 SUMMER CLASS	2012034	340.00	
	CHECK NO. 92232		340.00
AGUIRRE, LEOVALDA			
170822 KLM REFUND	EN121102/21026	500.00	
	CHECK NO. 92233		500.00
ALEXANDER EQUIPMENT			
170649 CHAINSAW CHAIN	89060	285.25	
	CHECK NO. 92234		285.25
ALL A ELECTRIC			
170762 RR SMOKE STACK	29576	975.00	
	CHECK NO. 92235		975.00
ALL STAR AUTO GLASS			
170681 WINDSHIELD	WOB97245	249.00	
	CHECK NO. 92236		249.00
ALLIED WASTE REPUBLIC SVC			
170637 DUMPSTERS	0551009713520	659.32	
	CHECK NO. 92237		659.32
AMALGAMATED BK OF CHICAGO			
170721 ADM FEE	1853962007CT-12	400.00	

		WARRANT REGISTER #	1533	11/30/12
PAYEE	VOU. DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AMALGAMATED BK OF CHICAGO				
	170722 2006 BOND	3904-11/12	149668.75	
	170723 2008 BOND	3943-11/12	428768.76	
	170724 2003 BOND	3729-11/12	464531.25	
	170725 2009 BOND	3962-11/12	135253.75	
		CHECK NO. 92238		1178622.51
AMERICAN MESSAGING				
	170718 PAGERS	U1153710MK	80.76	
		CHECK NO. 92239		80.76
ANDRES MEDICAL BILLING LT				
	170670 AMBULANCE FEES	31234	3005.54	
		CHECK NO. 92240		3005.54
ARAMARK UNIFORM SERVICES				
	170658 UNIFORMS	7017852321	202.09	
		CHECK NO. 92241		202.09
AWARDING YOU				
	170712 SAVING AWARD	23561	97.90	
		CHECK NO. 92242		97.90
BANK OF AMERICA LOCKBOX				
	170771 TRANSFORMER	7835769-10/12	1353.70	
		CHECK NO. 92243		1353.70
BATASTINI, DAVID R				
	170689 DUPLICATE	0274387	50.00	
		CHECK NO. 92244		50.00
BONO CSR KATHLEEN W.				
	170684 PUBLIC HEARINGS 5954	A-25-2012	319.78	
	170685 PUBLIC HEARINGS 5954	A-26-2012	88.22	
		CHECK NO. 92245		408.00
BRETT EQUIPMENT				
	170727 LIGHT BOX	217128	39.11	
		CHECK NO. 92246		39.11
BUTTREY RENTAL SERVICE IN				
	170801 RENTAL	156988	210.00	
	170804 PADDLE COURT REPAIRS	156652	100.00	
		CHECK NO. 92247		310.00
CARROT-TOP INDUSTRIES, IN				
	170690 FLAGS	C112449030	242.59	

WARRANT REGISTER #		1533	11/30/12
PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CARROT-TOP INDUSTRIES, IN			
	CHECK NO. 92248		242.59
CASE LOTS INC			
170792 PAPER GOODS	044213	331.05	
170814 PAPER GOODS	04250/044279	853.10	
	CHECK NO. 92249		1184.15
CHESS SCHOLARS			
170633 CLASS *REIMB EXP*	139000	1390.00	
	CHECK NO. 92250		1390.00
CHICAGO INTERNATIONAL			
170776 BLADES	10101831	49.00	
	CHECK NO. 92251		49.00
CHICAGO TRIBUNE SUBSCRIPT			
170840 RENEWAL	60335	104.00	
	CHECK NO. 92252		104.00
CINTAS			
170645 RUGS TOWELS ETC	769129873	177.24	
170785 RUGS TOWELS ETC	769133421	299.02	
	CHECK NO. 92253		476.26
CIT TECNOLOGY FIN SERV IN			
170695 ALARM	22290782	152.50	
	CHECK NO. 92254		152.50
CLARK BAIRD SMITH LLP			
170833 LEGAL SERVICES	2579	157.50	
	CHECK NO. 92255		157.50
CLARK DIETZ ENGINEERS			
170693 OAK STREET BRIDGE	22	2271.61	
	CHECK NO. 92256		2271.61
CLASSIC LANDSCAPE LTD			
170830 MOWING	79590	8241.00	
	CHECK NO. 92257		8241.00
COGENT SYSTEMS			
170666 FINGER PRINTS	16685	948.00	
	CHECK NO. 92258		948.00
COLLINS SARSFIELD CONSTRU			
170705 CONT BD/513 W CHICAGO	20505	10000.00	

WARRANT REGISTER #

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COLLINS SANSFIELD CONSTRU			
	CHECK NO. 92259		10000.00
COLLINS-SANSFIELD CONSTRU			
170702 SITE MNGE/513 W CHICAGO	20504	3000.00	
	CHECK NO. 92260		3000.00
COMCAST			
170720 WP/PW CABLE	0037136-11/12	132.00	
170807 KLM LODGE	0036807-11/12	102.00	
170808 VILLAGE HALL	0036757-11/12	167.00	
170809 PD/FD	0036781-11/12	167.00	
170810 PW/WP	0036815-11/12	106.95	
	CHECK NO. 92261		674.95
COMED			
170673 TRAFFIC LIGHTS	1653148069-10/12	37.29	
170674 SPINNING WHEEL	1131101044-10/12	1012.35	
170675 PARKING LOTS	2838114008-10/12	44.44	
170676 ELEANOR PARK	0075151076-10/12	325.66	
170677 314 SYMONDS	0417073048-10/12	202.73	
170678 BURLINGTON PARK	6583006139-10/12	26.16	
170679 WATER TOWER	0015093062-10/12	313.23	
	CHECK NO. 92262		1961.86
COMMERCIAL COFFEE SERVICE			
170795 COFFEE SUPPLIES	115558	103.50	
	CHECK NO. 92263		103.50
CONCRETE CLINIC			
170728 TUBE	2897	22.36	
170775 TUBE	2788	27.96	
	CHECK NO. 92264		50.32
COURTNEYS SAFETY LANE			
170680 INSPECTION	052861	32.00	
170811 INSPECTION	052901	79.50	
	CHECK NO. 92265		111.50
CREATIVE PRODUCT SOURCING			
170692 JACKET	53100	48.00	
	CHECK NO. 92266		48.00
CURRENT TECHNOLOGIES			
170827 SWITCHES	3237	7375.00	
170829 DATA TAPES	3210	159.96	
	CHECK NO. 92267		7534.96

		WARRANT REGISTER #	1533	11/30/12
PAYEE	VENDOR INVOICE		INVOICE	CHECK
VOU. DESCRIPTION			AMOUNT	AMOUNT
DANMAR				
170644 CUSTODIAL SERVICES	18147		4214.00	
170647 POOL	18150		1600.00	
	CHECK NO.	92268		5814.00
DILEOS CATERING				
170826 CATEROR	EN121103/21039		138.00	
	CHECK NO.	92269		138.00
DIRECT ADVANTAGE INC				
170643 PROF MARKETING SERVICES	4237		9375.00	
	CHECK NO.	92270		9375.00
DOCU-SHRED, INC.				
170659 SHREDDING	29091		60.00	
	CHECK NO.	92271		60.00
DUPAGE WATER COMMISSION				
170784 WATER	09799		201371.41	
	CHECK NO.	92272		201371.41
EARTH, INC				
170800 DUMPING	105441		160.00	
	CHECK NO.	92273		160.00
EJ USA, INC				
170813 ELECTRIC BOX	3546052		250.00	
	CHECK NO.	92274		250.00
EMERGENCY MEDICAL PROD				
170764 MEDICAL SUPPLIES	1508081		307.68	
	CHECK NO.	92275		307.68
ENVIRO-TEST/PERRY LABORAT				
170661 LAB SERVICES	12129244		150.00	
	CHECK NO.	92276		150.00
EXCELL FASTENER SOLUTIONS				
170832 WIRE	2725		99.95	
	CHECK NO.	92277		99.95
F L HUNTER & ASSOC INC				
170817 POLY EXAMS	27566		4110.00	
	CHECK NO.	92278		4110.00
FACS				
170717 SOFTWARE	9463		150.00	

PAYEE		WARRANT REGISTER #	1533	11/30/12
VOU.	DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
FACS				
		CHECK NO. 92279		150.00
FCWRD				
170715	SEWER	130340-10/12	110.09	
		CHECK NO. 92280		110.09
FIASCONE, ANNA				
170703	CONT BD/11 E FOURTH	20923	500.00	
		CHECK NO. 92281		500.00
FIRESTONE STORES				
170815	TIRES	091811	121.51	
		CHECK NO. 92282		121.51
FIRST COMMUNICATIONS				
170687	TELEPHONE	11663846	2107.07	
		CHECK NO. 92283		2107.07
FOX VALLEY FIRE & SAFETY				
170660	RECHARGE FIRE EXT	724219	70.00	
		CHECK NO. 92284		70.00
FULLERS HOME & HARDWARE				
170766	ASST HARDWARE	144852/856	913.82	
		CHECK NO. 92285		913.82
GALLS AN ARAMARK COMPANY				
170763	UNIFORMS	116482/6490	146.21	
		CHECK NO. 92286		146.21
GFOA				
170836	GFOA AWARD	3000016496	435.00	
		CHECK NO. 92287		435.00
GRAINGER, INC.				
170650	PUMP	9964822861	85.37	
170669	MOTOR/BALLAST	9963119988/75376	397.86	
170791	BLOWER	9969274209	194.63	
170798	YOUTH CENTER	9970500584	10.65	
		CHECK NO. 92288		688.51
GREEN GRASS INC				
170706	CONT BD/21 ULM	20379	500.00	
		CHECK NO. 92289		500.00
HACH CO				

PAYEE		WARRANT REGISTER #	1533	11/30/12
VOU. DESCRIPTION	VENDOR INVOICE		INVOICE AMOUNT	CHECK AMOUNT
HACH CO				
170774 TESTING	7989464		169.78	
	CHECK NO. 92290			169.78
HARZICH, JOHN				
170806 CLASS REFUND	115471		44.00	
	CHECK NO. 92291			44.00
HD SUPPLY WATERWORKS				
170642 CLAMPS	5648841		758.35	
170751 WATER METERS	5334795		2361.31	
	CHECK NO. 92292			3119.66
HENEHAN, MIKE				
170773 SAFETY GLASSES	61503		99.00	
	CHECK NO. 92293			99.00
HENRY PRATT COMPANY				
170770 METER	1566241		7620.63	
	CHECK NO. 92294			7620.63
HINSDALE NURSERIES, INC.				
170638 TRIBUTE TREE	691220		362.15	
	CHECK NO. 92295			362.15
HOBBY LOBBY CORPORATE				
170709 POLAR EXPRESS	36054570		61.31	
	CHECK NO. 92296			61.31
HOVING PIT STOP				
170794 PORTABLES	60481		314.00	
	CHECK NO. 92297			314.00
HR BLUEPRINT				
170820 PRINTING	83983/84001		22.00	
	CHECK NO. 92298			22.00
HUFF & HUFF INC				
170779 SOILS	1210064		514.00	
170780 SAMPLING	1210065		971.04	
	CHECK NO. 92299			1485.04
I.D.E.S				
170783 UNEMPLOYMENT	800938-10/12		785.00	
	CHECK NO. 92300			785.00
IACP				

		WARRANT REGISTER #	1533	11/30/12
PAYEE			INVOICE	CHECK
VOU. DESCRIPTOR	VENDOR INVOICE		AMOUNT	AMOUNT
IACP				
170816 RENEWALS	37000		370.00	
	CHECK NO.	92301		370.00
IAPD				
170646 IAPD CONFERENCE	68400		684.00	
	CHECK NO.	92302		684.00
ICE MOUNTAIN WATER				
170750 REFRESHMENTS	02J0120706023		32.83	
	CHECK NO.	92303		32.83
INDUSTRIAL SYSTEMS, LTD				
170639 ICE MELTER	17582		1560.00	
	CHECK NO.	92304		1560.00
INTERNATIONAL EXTERMINATO				
170790 EXT FEES	111276852		208.00	
	CHECK NO.	92305		208.00
INTERNATIONAL SOCIETY OF				
170640 RENEWAL	17389/16412		775.00	
170710 MEMBERSHIP	441132		175.00	
	CHECK NO.	92306		950.00
IPRA				
170768 RENEWAL	4820125		488.00	
	CHECK NO.	92307		488.00
IVES, DANIEL				
170701 CONT BD/735 S GARFIELD	20803		500.00	
	CHECK NO.	92308		500.00
JAMES J BENES & ASSOC INC				
170635 PLAN REVIEWS	1209204		3600.00	
170777 N WASHINGTON	1388 000		23565.75	
170778 RESURFACING	1398 000		17756.19	
	CHECK NO.	92309		44921.94
JOLIET BOILER & WELDING C				
170648 BOILER REPAIRS	3668		2156.00	
	CHECK NO.	92310		2156.00
KELLER HEARTT CO INC				
170818 PUMP	0165247		77.35	
	CHECK NO.	92311		77.35

PAYEE		WARRANT REGISTER #	1533	11/30/12
VOU.	DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
170825	KHAN, MUHAMMAD KLM REFUND	EN121108/20080 CHECK NO. 92312	250.00	250.00
170707	KRAMER FOODS LUNCH MEETING	03465040 CHECK NO. 92313	68.81	68.81
170651	KRAMER WINDOW CO WINDOWS	8577 CHECK NO. 92314	16132.00	16132.00
170641	KROESCHELL ENGINEERING CO #181 BUILDING	44637	1096.00	
170652	ART CENTER	044636	1096.00	
170653	KLM LODGE	044635	1096.00	
170831	BOILERS	44833 CHECK NO. 92315	2192.00	5480.00
170704	LA MANTIA BUILDING CONT BD/729 S PARK	20812 CHECK NO. 92316	2000.00	2000.00
170686	LAMB, TIMOTHY REIMBURSTMENT	61469 CHECK NO. 92317	79.97	79.97
170668	LANDSCAPE CONCEPTS MNGEMT TREE REMOVAL	45192 CHECK NO. 92318	7084.00	7084.00
170698	LEDA, PEGGY KLM REFUND	EN121028/21019 CHECK NO. 92319	500.00	500.00
170803	LEWIS, GARY DISC GOLF	61395 CHECK NO. 92320	32.00	32.00
170708	LIPKE KENTEX HESSE, INC CLEANER	4197581 CHECK NO. 92321	91.30	91.30
170839	MAGIC OF GARY KANTOR CLASS	61363 CHECK NO. 92322	52.50	52.50

		WARRANT REGISTER #	1533	11/30/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
	MENARDS			
170835	BOWS	7532	447.00	
		CHECK NO. 92323		447.00
	MES FIRE COM			
170781	VEST	346100	150.00	
170782	SAFETY VEST	00345583	150.00	
		CHECK NO. 92324		300.00
	MICHAEL TODD & CO INC			
170788	BROOMS	134860	450.53	
		CHECK NO. 92325		450.53
	MILLER, PAT			
170824	KLM REFUND	EN121104/21024	500.00	
		CHECK NO. 92326		500.00
	MINER ELECTRONICS			
170665	SQUAD REPAIRS	247460	125.00	
		CHECK NO. 92327		125.00
	MY NEW NEIGHBOR I			
170802	BROCHURES	3860	28.00	
		CHECK NO. 92328		28.00
	NAPA AUTO PARTS			
170765	AUTO PARTS	11007357-10/12	670.63	
		CHECK NO. 92329		670.63
	NEXTEL/SPRINT			
170699	CELL PHONES	977740515129	2650.97	
		CHECK NO. 92330		2650.97
	NICOR GAS			
170772	SAFETY GLASSES	1327011000-10/12	195.17	
		CHECK NO. 92331		195.17
	NIKISCHER, RALPH			
170726	SAFETY BOOTS	61518	100.00	
		CHECK NO. 92332		100.00
	NUTOYS LEISURE PRODUCTS			
170756	BUCKET SEAT	39204	1029.00	
		CHECK NO. 92333		1029.00
	ORIENTAL TRADING CO., INC			
170786	SUPPLIES	65402979301	599.50	

		WARRANT REGISTER #	1533	11/30/12
PAYEE			INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE		AMOUNT	AMOUNT
ORIENTAL TRADING CO., INC	CHECK NO. 92334			599.50
PEARSON, STACY				
170821 KLM REFUND	EN121103/20071		500.00	
	CHECK NO. 92335			500.00
PHILLIPS FLORIST				
170662 FLOWERS	0896745		85.95	
	CHECK NO. 92336			85.95
PIECZYNSKI, LINDA				
170672 PROSECUTOR	5625		1559.50	
	CHECK NO. 92337			1559.50
PIRTANO				
170837 RESURFACING	14875-SW		475666.65	
170838 WOODLANDS	14879-SW		1050600.74	
	CHECK NO. 92338			1526267.39
PLAQUES PLUS				
170683 TROPHIES	17954		85.98	
	CHECK NO. 92339			85.98
PORTER LEE CORPORATION				
170694 RIBBONS	12260		35.00	
	CHECK NO. 92340			35.00
PRO SAFETY				
170769 BOOTS	2/739150		76.65	
	CHECK NO. 92341			76.65
QUARRY MATERIALS, INC.				
170719 COLD PATCH	45680		343.44	
170789 SURFACE	45700		326.16	
	CHECK NO. 92342			669.60
RAY OHERRON CO INC				
170654 DRUG TESTING	61487		20.95	
	CHECK NO. 92343			20.95
RELIABLE FIRE EQUIPMENT C				
170711 FIRE EXT	596747		123.35	
	CHECK NO. 92344			123.35
RENEGADES BASEBALL				
170753 UMPIRES	1015		3970.00	

		WARRANT REGISTER #	1533	11/30/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
	RENEGADES BASEBALL	CHECK NO. 92345		3970.00
	RYAN, DANIEL	101634	210.00	
170696	DUPLICATE	CHECK NO. 92346		210.00
	RYDIN SIGN & DECAL	278917	1813.53	
170757	PARKING PERMITS 2013	CHECK NO. 92347		1813.53
	SAMS CLUB #6384	999999/4517/9231	1206.63	
170767	RENEWALS/ASST MERCH	CHECK NO. 92348		1206.63
	SELECTION WORKS LLC	01036	82.00	
170682	APPLICATION	CHECK NO. 92349		82.00
	SERVICE FORMS & GRAPHICS	142680/681	755.86	
170797	ENVELOPES/BUS CARDS RM	CHECK NO. 92350		755.86
	SIKICH , LLP	150292	7900.00	
170657	AUDIT	CHECK NO. 92351		7900.00
	SKOKNA, NICK	1000-10/12	1000.00	
170760	SEPT/OCT PADDLE TENNIS	CHECK NO. 92352		1000.00
	STERLING CODIFIERS INC	12935	2436.00	
170634	ZONING	CHECK NO. 92353		2436.00
	STOMPER, SCOTT	0026	150.00	
170759	DISC GOLF	CHECK NO. 92354		150.00
	STREICHERS	1970362	2240.00	
170667	ARMOUR	CHECK NO. 92355		2240.00
	SUBURBAN LABORATORIES, IN	22626	815.00	
170755	BY PRODUCTS	CHECK NO. 92356		815.00

		WARRANT REGISTER #	1533	11/30/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
	TAMELING INDUSTRIES			
170663	LANDSCAPE SUPPLIES	0083608	26.00	
		CHECK NO. 92357		26.00
	TEAM REIL			
170761	PLAYGROUND EQUIPMENT	10972	1731.00	
		CHECK NO. 92358		1731.00
	THE HINSDALEAN			
170636	ZONING/DISTINCTLY	14301/41/59/01/4	1217.00	
		CHECK NO. 92359		1217.00
	THOMPSON ELEVATOR INSPEC			
170812	ELEVATOR INSPECTION	123672	150.00	
		CHECK NO. 92360		150.00
	TIRADO, MARGARET			
170823	KLM REFUND	EN121101/20079	250.00	
		CHECK NO. 92361		250.00
	TNT CONCRETE CONST INC			
170655	CONCRETE REPAIRS	575000	5750.00	
		CHECK NO. 92362		5750.00
	TOSHIBA BUSINESS			
170713	QTERLY	9562197	332.10	
		CHECK NO. 92363		332.10
	TPI BLDG CODE CONSULTANT			
170752	PLAN REVIEW	6380	4720.00	
		CHECK NO. 92364		4720.00
	TREE TOWN REPRO SERVICE I			
170828	PAPER ROLLS	183525	90.80	
		CHECK NO. 92365		90.80
	TRIPLETT, ANDREY			
170805	CLASS REUND	115470	77.00	
		CHECK NO. 92366		77.00
	UNITED STATES POSTAL SVC			
170799	POSTAGE METER	3000-11/12	3000.00	
		CHECK NO. 92367		3000.00
	UPS STORE #3276			
170688	EQUIPMENT	3246/3286/3378	244.83	
		CHECK NO. 92368		244.83

PAYEE		WARRANT REGISTER #	1533	11/30/12
VOU. DESCRIPTION	VENDOR INVOICE		INVOICE AMOUNT	CHECK AMOUNT
VERIZON WIRELESS				
170819 MODEUMS	2822019536		570.15	
	CHECK NO. 92369			570.15
VERONA, DAVE				
170691 REFUND	0911403006		575.00	
	CHECK NO. 92370			575.00
VILLAGE OF HINSDALE-FIRE				
170716 PETTY CASH	14480		144.80	
	CHECK NO. 92371			144.80
VILLAGE OF HINSDALE-POLIC				
170671 PETTY CASH	35362		353.62	
	CHECK NO. 92372			353.62
WAREHOUSE DIRECT INC				
170656 OFFICE SUPPLIES	1731062/1731138		845.03	
170754 CD PRINTER REPAIR	IN71179		261.16	
170796 OFFICE SUPPLIES	1742311		59.43	
	CHECK NO. 92373			1165.62
WESTERN IRRIGATION INC				
170834 BACK FLOW PREVENTION	67444		929.55	
	CHECK NO. 92374			929.55
WHOLE FOODS MARKET				
170700 CONT BD/500 E OGDEN	20364		10000.00	
	CHECK NO. 92375			10000.00
WILLOWBROOK FORD INC				
170793 SQUAD REPAIRS	5076241		19.45	
	CHECK NO. 92376			19.45
WITZMAN, BRAD				
170697 KLM REFUND	EN121027/20076		500.00	
	CHECK NO. 92377			500.00
XEROX CORPORATION				
170714 COPIER	064572853		170.00	
	CHECK NO. 92378			170.00
ZIEBELL WATER SERVICE				
170664 WATER MAIN SUPPLIES	218352		731.34	
	CHECK NO. 92379			731.34
	GRAND TOTAL			3,158,013.26

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1533

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 11/9/2012	Village Payroll # 23 - Calendar 2012	FWH	44,378.36
Electronic Federal Tax Payment Systems 11/9/2012	Village Payroll # 23 - Calendar 2012	FICA/MCARE	29,836.42
Illinois Department of Revenue 11/9/2012	Village Payroll # 23 - Calendar 2012	State Tax Withholding	16,181.66
ICMA - 457 Plans 11/9/2012	Village Payroll # 23 - Calendar 2012	Employee Withholding	11,713.62
HSA Plan Contribution 11/9/2012	Village Payroll #23 - Calendar 2012	Employee Withholding	1,473.13
Intergovernmental Personnel Benefit Cooperative		Employee Health Insurance	161,513.02

Total Bank Wire Transfers and ACH Payments 265,096.21

DATE November 8, 2012

AGENDA SECTION ACA	ORIGINATING DEPARTMENT Administration
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Ordinance Amending Subsection 3-3-5A Related ITEM to Class A Permitted Liquor Sale Hours	APPROVED David C. Cook Village Manager 
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At the ACA meeting on November 5th, the Committee discussed a request from Shell Gs Station to change the start of the Sunday sale hours from 12 noon to 10 A.M. As neighboring municipalities allow earlier alcohol liquor sales on Sundays, the Committee felt this request was appropriate. The Committee also directed staff to make the sale hours uniform for all Class A businesses which are 7 A.M. to 10 P.M. Monday through Saturday and 10 A.M. to 8 P.M. on Sundays. The attached ordinance reflects the direction of the Committee.

If the Board concurs with the proposed ordinance, the following motion is recommended:

Motion: To move approval of "An Ordinance Amending Subsection 3-3-5A of the Village Code of Hinsdale related to Class A Permitted Alcohol Liquor Sale Hours"

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

**VILLAGE OF HINSDALE
ORDINANCE NO. O-2012-_____**

**AN ORDINANCE AMENDING SUBSECTION 3-3-5A
OF THE VILLAGE CODE OF HINSDALE RELATED TO CLASS A
PERMITTED ALCOHOLIC LIQUOR SALE HOURS**

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village;

WHEREAS, among the alcoholic liquor regulations are limits on the permitted sale hours in each license class, which limits are set forth in Subsection 3-3-5A of the Village Code of Hinsdale; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to amend Subsection 3-3-5A 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 hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Amendment of Subsection 3-3-5A. Subsection 3-3-5A, titled "Supermarket and Limited Retail Licenses:" of the Village Code of Hinsdale shall be, and it is hereby, amended in its entirety so that said Subsection 3-3-5A shall hereafter be and read as follows:

3-3-5: LOCAL LIQUOR LICENSES:

A. Supermarket and Limited Retail Licenses:

1. Class A1 Supermarket License: A class A1 supermarket license shall authorize the retail sales of beer and wine only in the original package, and the limited tasting of wine only, at a supermarket. Such license shall be subject to all of the following conditions: (Ord. O2003-09, 4-1-2003; amd. Ord. O2005-34, 7-19-2005)

a. Hours Limited: Sales of beer and wine are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

b. Off Premises Consumption Only: Sales of beer and wine shall be for consumption off the licensed premises only.

c. Limited Display: No more than five percent (5%) of the total display and sale space of the licensed premises shall be allocated to the display and sale of beer and wine. (Ord. O2003-09, 4-1-2003)

d. Tasting Without Compensation Only: Tasting of wine at the licensed premises shall be subject to the provisions of subsection 3-3-9D of this chapter. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting, except only for preregistered events or classes when the supermarket is closed to the general public. (Ord. O2005-34, 7-19-2005)

2. Class A2 Gourmet Food Store License: A class A2 gourmet food store license shall authorize the retail sale of, and the limited tasting of, bottled wines at a gourmet food store. Such license shall be subject to all of the following conditions:

a. Not For Consumption On Premises: All sales of wines shall be not for consumption on the premises where sold.

b. No Other Alcoholic Liquors: Such license shall authorize the sale only of bottled wines and of no other alcoholic liquors. (Ord. O2003-09, 4-1-2003)

c. Tasting Without Compensation Only: Tasting of wines at the licensed premises shall be subject to the provisions of subsection 3-3-9D of this chapter. No charge, cost, fee, or other consideration of any kind shall be levied for any such tasting, except only for preregistered events or classes when the store is closed to the general public. (Ord. O2004-33, 6-15-2004)

d. Gourmet Food And Gift Products: Such license may be issued only to an establishment whose principal stock in trade is gourmet food products such as seafood, fine meats, specialty sauces, cheeses, gourmet chocolates, and similar products and specialty gift products such as fine food accessories, and not quick preparation foods or general supermarket foods or household products.

e. Tobacco Prohibited: No tobacco product of any kind shall be sold or displayed on the licensed premises.

f. Store Size: Such license may be issued only to an establishment that does not exceed one thousand five hundred (1,500) square feet in net sales area.

g. Hours Limited: Sales of alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

h. Display Area: The wine display area shall not exceed ten percent (10%) of the total net sales area. (Ord. O2003-09, 4-1-2003)

3. Class A3 Wine Boutique License: A class A3 wine boutique license shall authorize the retail sale of, and the limited tasting of, bottled wines and premium beers at a small boutique that specializes principally in fine bottled wines. Such license shall be subject to all of the following conditions: (Ord. O2004-33, 6-15-2004)

a. Not For Consumption On Premises: Except as provided in subsection A3c of this section, all sales of wine and premium beer shall be not for consumption on the premises where sold. (Ord. O2006-27, 4-4-2006)

b. No Other Alcoholic Liquors: Such license shall authorize the sale only of bottled wines and premium beers and of no other alcoholic liquors. (Ord. O2004-33, 6-15-2004)

c. Wine And Beer Sales By Glass; Seating: Such license shall authorize the sale of wine and premium beer by the glass, only for consumption on the premises. Seating for customers ordering wine or premium beer by the glass within the premises shall not exceed thirty (30) seats. (Ord. O2006-27, 4-4-2006)

d. Fine Wines And Related Products Only: Such license may be issued only to an establishment whose principal stock in trade is fine wines and whose ancillary sales are limited to wine related accessories, premium beers, small gourmet food products, and specialty gift products such as fine food accessories, and not quick preparation foods, or general supermarket foods, or household products.

e. Tobacco Limited: No tobacco product of any kind except only premium cigars shall be sold or displayed on the licensed premises.

f. Store Size: Such license may be issued only to a store that does not exceed two thousand (2,000) square feet in net sales area. (Ord. O2004-33, 6-15-2004)

g. Hours Limited: Sales of alcoholic liquor are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

h. Consumption Limited: The sale of wine and premium beer by the glass shall be authorized only during the hours specified in the license. All consumption of wine or premium beer shall be discontinued within thirty (30) minutes after the service of those beverages has ended. (Ord. O2006-27, 4-4-2006)

4. Class A4 Premium Higher Alcohol Content Spirits License: A class A4 premium higher alcohol content spirits license shall authorize current class A3 wine boutique license holders only to sell premium higher alcohol content spirits, such as cognac, scotch and vodka. Such license shall be subject to all of the following conditions:

a. Not For Consumption On Premises: All sales of premium higher alcohol content spirits shall be not for consumption on the premises where sold.

b. Minimum Bottle Size: Sales shall be by the bottle only with a minimum volume of seven hundred fifty milliliters (750 ml) and shall not be by the glass.

c. Limited Net Sales Area: No more than twenty percent (20%) of the total net sales area of the licensed premises shall be dedicated to beer and higher alcohol content spirits. (Ord. O2009-24, 4-7-2009)

5. Class A5 Drugstore License: A class A5 drugstore license shall authorize the retail sales of beer and wine only in the original package. Such license shall be subject to all of the following conditions:

a. Hours Limited: Sales of beer and wine are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and between ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

b. Not For Consumption On Premises: All sales of beer and wine shall be for consumption off the premises where sold.

c. Limited Display: No more than five percent (5%) of the total display and sale space of the licensed premises shall be allocated to the display and sale of beer and wine.

d. Floor Area: The gross floor area of a licensee under this category shall not be less than ten thousand (10,000) square feet. (Ord. O2010-04, 2-1-2010)

6. Class A6 Convenience Store With Gasoline Sales License: A class A6 convenience store with gasoline sales license shall authorize the retail sales of beer and wine only in the original package. Such license shall be subject to all of the following conditions:

a. Hours Limited: Sales of beer and wine are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and between ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

b. Not For Consumption On Premises: All sales of beer and wine shall be for consumption off the premises where sold.

c. Limited Display: No more than five percent (5%) of the total display and sale space of the licensed premises shall be allocated to the display and sale of beer and wine.

d. Floor Area: The gross floor area of a licensee under this category shall not be less than two thousand (2,000) square feet.

e. Employees: A licensee shall have a minimum of two (2) persons on staff at all times during the hours that the sale of beer and wine are permitted. (Ord. O2010-17, 4-6-2010)

7. Class A7 Convenience Store Without Gasoline Sales License: A class A7 convenience store without gasoline sales license shall authorize the retail sales of beer and wine only in the original package. Such license shall be subject to all of the following conditions:

a. Hours Limited: Sales of beer and wine are permitted only between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and between ten o'clock (10:00) A.M. and eight o'clock (8:00) P.M. on Sunday.

b. Not For Consumption On Premises: All sales of beer and wine shall be for consumption off the premises where sold.

c. Limited Display: No more than five percent (5%) of the total display and sale space of the licensed premises shall be allocated to the display and sale of beer and wine.

d. Floor Area: The gross floor area of a licensee under this category shall not be less than two thousand (2,000) square feet. (Ord. O2011-27, 6-7-2011)

Section 3. Effective Date. This Ordinance shall be in full force and effect on immediately following its passage and approval. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

PASSED this 20th day of November, 2012.

AYES:

NAYS:

ABSENT:

APPROVED this 20th day of November, 2012.

Village President

ATTEST:

Village Clerk

DATE: November 14, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Administration
ITEM Approval of an Ordinance providing for the Issuance of Approximately \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds, and Authorizing the Deposit of Taxes to Pay Said Bonds into a Designated Escrow Account.	APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director 

Earlier this year, the Village created Special Serve Area #13 in order to provide a mechanism to finance the resident's share of the Woodlands project. The amount of the proposed bond issue is approximately \$1,575,000 (an additional \$525,000 was raised late last year from those homeowners who elected to not be in the Special Service Area). As part of this process, staff has been working with the Village's Financial Adviser, Speer Financial, to sell bonds for this purpose. Due to the nature of Special Service Area Bonds (these are not general obligations of the Village), and due to the size of the issue, we have been proceeding using a "negotiated" process, in lieu the normal competitive process, to underwrite and sell these bonds. In September, 2012 the Village Board approved hiring Bernardi Securities to act as the underwriter on these bonds.

The attached bond ordinance has been prepared by Chapman and Cutler, Village bond counsel, with input from Speer Financial, Bernardi Securities, and the Village. Since this is not a general obligation of the Village, there are a number of features that are different from a standard bond issue, such as the establishment of a \$50,000 bond reserve account and a "tax escrow and security agreement" (both are addressed in Section 14 of the bond ordinance beginning on page 23). There are still several items that need to be inserted in the final document once final pricing is determined on Tuesday. A complete version of the final ordinance will be distributed before the Village Board meeting on November 20, 2012.

Motion: To Approve the Attached Ordinance providing for the Issuance of Approximately \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds, and Authorizing the Deposit of Taxes to Pay Said Bonds into a Designated Escrow Account.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

ORDINANCE NUMBER O2012-_____

AN ORDINANCE providing for the issuance of \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the deposit of taxes to pay said bonds into a designated escrow account.

Adopted by the President and Board of Trustees
on the 20th day of November, 2012.

Published in Pamphlet Form by the authority
of the President and Board of Trustees on the
____ day of November, 2012.

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EXHIBITS

- A—Form of Tax Escrow and Security Agreement
- B—Form of Continuing Disclosure Undertaking

ORDINANCE NUMBER O2012-____

AN ORDINANCE providing for the issuance of \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the deposit of taxes to pay said bonds into a designated escrow account.

PREAMBLES

WHEREAS,

A. Pursuant to the provisions of Section 7(6) of Article VII of the Constitution of the State of Illinois (the "*Constitution*"), and the Special Service Area Tax Law, as amended, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*") is authorized to create special service areas within the Village, issue bonds secured by the full faith and credit of such areas for providing special services to such areas, and levy taxes against the taxable real property included in such areas to pay principal of and interest on such bonds.

B. The President and Board of Trustees of the Village (who hereinafter may be referred to as the "*Corporate Authorities*"), by Ordinance Number O2011-46, adopted on October 24, 2011, did propose the establishment of Special Service Area Number Thirteen of the Village (the "*Area*") in order to provide certain services, namely, the construction and installation of certain roadway improvements and other eligible costs (the "*Services*"), together with any such other further services necessary and/or incidental to the accomplishment of the aforesaid improvements, and the issuance of special service area bonds of the Area in not to exceed the aggregate principal amount of \$2,100,000, bearing interest at a rate not to exceed the 7% per annum, said bonds to mature within 10 years from the date of issuance thereof, and did call a public hearing for the 15th day of November, 2011 (the "*Hearing*").

C. The Corporate Authorities have heretofore and it hereby is determined that proper notice (the “*Notice*”) of the Hearing was given by publication and by mailing, all as required by law, as evidenced by the official files and records of the Village now on file in the office of the Village Clerk.

D. The Hearing was held and adjourned on the 15th day of November, 2011.

E. At the Hearing, all interested persons affected by the Area were permitted to file written objections thereto and to be heard orally thereon.

F. On the 10th day of January, 2012, the Corporate Authorities adopted Ordinance No. O2012-01 deleting certain properties from the Area and thereafter adopted Ordinance Number O2012-02 to establish the Area.

G. Pursuant to said Ordinances, Notice and Hearing (collectively, the “*Special Service Area Proceedings*”), the Area has been properly established.

H. The Area is located wholly within the corporate territory and boundaries of the Village (and solely within Cook County, Illinois), and the Area is contiguous.

I. The Area will benefit specially from the Services.

J. The Services are unique and in addition to the municipal services provided to the Village as a whole.

K. The creation of a special service area, other than the Area, has not been proposed in the territory comprising the Area during the two years preceding the adoption of this Ordinance.

L. The Corporate Authorities previously have and it is hereby found and determined that in order to promote the health, safety, welfare and convenience of the residents of the Area, it is necessary, advisable and in the best interests of the Area and the property owners therein to

undertake the capital improvements constituting the Services (the “*Project*”), all as generally shown on preliminary plans and costs estimates approved by the Village.

M. The Corporate Authorities have determined that the estimated total cost of the Project, including capitalized interest and expenses incidental thereto, is \$2,100,000; and there are insufficient funds of the Village on hand and lawfully available to pay said costs of Project.

N. The Village is now authorized to provide the Services, construct the Project, and proceed with the financing contemplated thereby and therein.

O. Pursuant to the Act (as hereinafter defined), the Corporate Authorities are authorized to issue bonds of the Area without referendum.

P. The Property Tax Extension Limitation Law of the State of Illinois, as amended imposes certain limitations on the “aggregate extension” of certain property taxes levied by the Village, but provides that the extension for a special service area is not included in the “aggregate extension.”

Q. The County Clerk of The County of Cook, Illinois, is authorized to extend and collect said direct annual ad valorem tax so levied for the payment of the Bonds for the Project without limitation as to rate or amount.

R. In order to enhance the sale of said bonds, it is necessary and in the best interests of the Village to authorize the deposit of taxes to be distributed by the County Treasurer and *ex-officio* County Collector of The County of Cook, Illinois (the “*County Collector*”), to make the payment of the principal of and interest on said bonds directly into the Bond Fund (as hereinafter defined) established by the Village in this Ordinance.

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. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, 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.

Area

Constitution

Corporate Authorities

County Collector

Hearing

Notice

Project

Services

Special Service Area Proceedings

Village

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

“*Act*” means Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by the Special Service Area Tax Law, as supplemented and amended, and, particularly in connection with the issuance of the Bonds, the Local Government Debt Reform Act of the State of Illinois, as amended, and all of the Omnibus Bond Acts.

“*Area*” means Special Service Area Number Thirteen of the Village as more fully defined in the preambles hereto.

“*Bonds*” means the \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, authorized to be issued by this Ordinance.

“*Bond Fund*” means the Bond Fund established and defined in Section 13 of this Ordinance.

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

“*Bond Registrar*” or “*Paying Agent*” means Amalgamated Bank of Chicago, Chicago, Illinois, having trust powers or a trust company, duly authorized to do business as a bond registrar as herein required.

“*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.

“*Corporate Authorities*” means the President and Board of Trustees of the Village.

“*County Clerk*” means the County Clerk of The County of Cook, Illinois.

“*Depository*” means The Depository Trust Company, New York, New York, or a successor depository duly qualified to hold securities in a book-entry only system, and assigns.

“*Designated Officers*” means the President, Clerk, Treasurer or Manager of the Village, or successors or assigns, or any of them acting together.

“*Expense Fund*” means the Expense Fund established and defined in Section 13 of this Ordinance.

“*Financial Advisor*” means Speer Financial Inc., Chicago, Illinois, the financial advisor to the Village for the sale of the Bonds.

“*Last Bond Year*” means the twelve-calendar month period beginning on December 16, 2021, and ending on December 15, 2022.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and adopted by the Corporate Authorities on the 20th day of November, 2012.

“*Paying Agent*” means Amalgamated Bank of Chicago, Chicago, Illinois, having trust powers, or a successor bank with trust powers, or a trust company, duly authorized to do business as a paying agent as herein required or assigns having fiduciary powers.

“*Project*” means the improvements so defined in the preambles hereto.

“*Purchase Contract*” means the contract for the purchase and sale of the Bonds with the Purchaser.

“*Purchase Price*” means the price to be paid by the Purchaser for the Bonds, to-wit \$_____.

“*Purchaser*” means Bernardi Securities, Inc., Chicago, Illinois, as the purchaser of the Bonds.

“*Record Date*” shall be the 1st day of the month preceding any interest payment date occurring on the 15th day of any month.

“*Representation Letter*” means the written letter or agreement by and between the Village and the Depository and necessary to effectuate a book-entry only system for the Bonds.

“*Reserve Account*” means the Reserve Account established and defined in Section 14 of this Ordinance.

“*Reserve Requirement*” has the meaning as ascribed thereto in Section 14 of this Ordinance.

“*Services*” means the municipal services to be provided in the Area as more fully defined in the preambles hereto.

“*Tax-exempt*” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal

income tax purposes except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

“*Tax Escrow and Security Agent*” means a bank or trust institution, having fiduciary powers, so designated in the Tax Escrow and Security Agreement, and any successor thereto as tax escrow and security agent thereunder.

“*Tax Escrow and Security Agreement*” means the Tax Escrow and Security Agreement, between the Village and the Tax Escrow and Security Agent, as supplemented and amended.

“*Unlimited Ad Valorem Taxes*” means the ad valorem taxes levied on the taxable property in the Area by the Village to pay principal of and interest on the Bonds.

“*Village*” means the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and do 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 to provide the Services, to undertake the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is advisable for the public health, safety, welfare and convenience, is for a proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the Project and of providing the Services and to pay all related costs and expenses incidental thereto, there shall be issued and sold the Bonds in the aggregate principal amount of

\$1,575,000. The Bonds shall each be designated “*Special Service Area Number Thirteen Bonds, Series 2012B*”; be dated as of the date of issuance (the “*Dated Date*”); and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar, and shall be due serially on December 15 of the years, and in the amounts as follows and, further, bearing interest at the following respective rates percent per annum:

YEAR	AMOUNT (\$)	RATE (%)
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		

Each Bond shall bear interest from the later of its Dated Date or 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 June 15, 2013. Interest on each Bond shall be paid by check or draft or electronic funds transfer 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 as otherwise may be agreed with the Depository for so long as the Depository is the registered owner as of a

given Record Date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar designated for such purpose, or at successor Bond Register and locality.

Section 5. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, 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*”). Except as otherwise expressly provided, 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, is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Representation Letter, substantially in the form common in the industry, or with such changes therein as the officer executing the Representation Letter on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Representation 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, its Director of Finance, 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, its Director of Finance, 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 Representation 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 Representation Letter, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Representation 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 of this Ordinance.

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. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Optional Redemption. The Bonds are not subject to redemption prior to maturity.

Section 8. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "Bond Register" as defined) for the registration and for the transfer of the Bonds as

provided in this Ordinance to be kept at the office of the Bond Registrar designated for such purpose, 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 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 of the Bond Registrar designated for such purpose, 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 Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then the second paragraph of the front side of the Bond and the legend “See Reverse Side for Additional Provisions” shall be omitted and paragraphs on the reverse side of the Bond shall be inserted immediately after the first paragraph on the front side.

[FORM OF BOND - FRONT SIDE]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE AND COOK
VILLAGE OF HINSDALE
SPECIAL SERVICE AREA NUMBER THIRTEEN BONDS
SERIES 2012B

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: Date: December 15, _____ Date: December __, 2012 CUSIP: _____

Registered Owner: CEDE & Co.

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 as hereinafter provided, solely from the collection of taxes levied against all of the taxable property in that part of the Village known as Special Service Area Number Thirteen (the "*Area*"), and not otherwise, on the Maturity Date identified above, 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 June 15, 2013, until the Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof to Amalgamated Bank of Chicago, as paying agent, at Chicago, Illinois, or at such other office designated for such

purpose. Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by Amalgamated Bank of Chicago, as bond registrar (in its collective capacities as paying agent and bond registrar, the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The applicable record date is the 1st day of the month preceding any interest payment date. Interest shall be paid by check or draft or electronic funds transfer of the Bond Registrar, payable upon presentation in lawful money of the United States of America, which check or draft shall be 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 Bond Registrar and either a qualified securities clearing corporation as depository, or nominee, or the single registered owner of all of the Bonds.

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 conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Area sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

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]

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Amalgamated Bank of Chicago,
Chicago, Illinois, as Bond Registrar

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the "*Bonds*") in the aggregate principal amount of \$1,575,000 issued by the Village for the purpose of paying the costs of a certain Project in the Area, incident to providing certain special Services, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds, numbered O2012-____, and adopted by the President and Board of Trustees of the Village on November 20, 2012 (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by the Special Service Area Tax Law, as supplemented and amended, and the Local Government Debt Reform Act and all Omnibus Bond Acts of the State of Illinois (collectively, the "*Act*"). The Bonds are also issued in compliance with the terms of the Ordinance, which has been duly passed by the President and Board of Trustees of the Village, approved by the President, and published, in all respects as by law required.

The Bonds are not subject to redemption prior to maturity.

This 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 the Ordinance. 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 Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Village and the Bond Registrar shall not be affected by any notice to the contrary.

THE VILLAGE HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

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 transfer and 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. Tax Levy; Security for Bonds. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Area, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Area, in addition to all other taxes, the direct annual taxes (the "*Unlimited Ad Valorem Taxes*") in the amounts and for the years as follows:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF	
2012	\$ _____	for interest and principal up to and including December 15, 2013
2013	\$ _____	for interest and principal
2014	\$ _____	for interest and principal
2015	\$ _____	for interest and principal
2016	\$ _____	for interest and principal
2017	\$ _____	for interest and principal
2018	\$ _____	for interest and principal
2019	\$ _____	for interest and principal
2020	\$ _____	for interest and principal
2021	\$ _____	for interest and principal

The Unlimited Ad Valorem Taxes shall be applied to pay principal of and interest on the Bonds. Interest or principal coming due at any time when there are insufficient funds on hand from the Unlimited Ad Valorem Taxes to pay the same may be advanced at the discretion of the Corporate Authorities when due from current funds on hand in advance of the collection of the said taxes herein levied; and when the Unlimited Ad Valorem Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, 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 levy and collect the Unlimited Ad Valorem Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Unlimited Ad Valorem Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. Whenever and only when other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so

deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing of Tax Levies. When this Ordinance becomes effective, a copy hereof, certified by the Village Clerk of the Village, shall be filed with the County Clerk and the County Recorder; and said County Clerk shall in and for each of the years necessary ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerk shall extend the same for collection on the tax books against all of the taxable property within the Area in addition to other taxes levied in said years in the Area in order to raise the respective amounts levied aforesaid, and in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and without limit either as to rate or amount within said Area.

Section 12. Sale of Bonds; Official Statement. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer of the Village, and shall be by the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The Purchase Agreement for the sale of the Bonds presented to the Corporate Authorities at this time is hereby approved and confirmed, it being hereby found and determined that said Purchase Agreement is in the best interests of the Village and that no person holding an 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 said contract for the purchase of the Bonds. The Designated Officers are hereby authorized to execute such closing certificates, documents and agreements as in their reasonable judgment shall be necessary to provide for the

issuance of the Bonds, including, specifically, a tax exemption certificate and agreement for the Bonds.

The Preliminary Official Statement of the Village relating to the Bonds and heretofore presented to the Corporate Authorities is hereby ratified and approved. The Deemed Final Official Statement of the Village, to be dated within seven days of the date of adoption hereof, relating to the Bonds (the "*Official Statement*") is hereby approved, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds.

Section 13. Creation of Funds and Appropriations.

A. Accrued interest, if any, shall be and is hereby appropriated for the purpose of paying the first interest due on the Bonds and to such end is hereby ordered to be deposited into the "*Special Service Area Number Thirteen Bonds, Series 2012B, Bond Fund*" (the "*Bond Fund*"), hereby created, which shall be the fund for the payment of principal of and interest on the Bonds. The Unlimited Ad Valorem Taxes hereinabove levied for the payment of the principal of and interest on the Bonds shall be deposited into the Bond Fund and used solely and only for paying such principal of and interest on the Bonds. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Unlimited Ad Valorem Taxes so levied for the sole benefit of the registered owners of the Bonds. Further provisions related to the Bond Fund are set forth in the text below in Section 14.

B. The amount necessary from the proceeds of the Bonds shall be either used to pay expenses directly at the time of issuance of the Bonds or be deposited into a separate fund,

hereby created, designated the “*Expense Fund*” to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time by the Treasurer of the Village without further action of the Board. Any funds on deposit in the Expense Fund and not so disbursed within six months after the issuance of the Bonds shall be transferred to the Project Fund.

C. Proceeds of the Bonds in the amount of the Reserve Requirement shall be deposited into the Reserve Account as described in Section 14.

D. The remaining proceeds of the Bonds shall be deposited into a special fund designated the “*Special Service Area Number Thirteen Bonds, Series 2012B, Project Fund*” (the “*Project Fund*”), hereby created; and disbursements shall be made from the Project Fund only for the Project and related purposes, and the proceeds of the Bonds are accordingly so appropriated. Interest income or investment profit earned in the Project Fund shall be returned and dedicated to the Project. If any amounts remain in the Project Fund at such time as the Corporate Authorities shall declare the Project complete and all bills with respect to the Project paid, such amounts shall be transferred to the Bond Fund and used to abate taxes; and the Project Fund shall be closed.

Section 14. Tax Escrow and Security Agreement and Debt Service Reserve Account.

A. It has been determined by the Corporate Authorities, with the aid of the Purchaser and Financial Advisor, that the sale and marketing of the Bonds will materially benefit from the deposit of certain taxes to be distributed by the County Collector directly into the Bond Fund, and that the Village through the Designated Officials shall execute the Tax Escrow and Security Agreement. The Designated Officials shown as signatories are hereby authorized and directed to execute the Tax Escrow and Security Agreement, in substantially the form set forth in *Exhibit A* hereto, but with such changes, revisions, deletions and insertions as they may approve, such

approval to be evidenced by the execution thereof, and to do all things necessary and essential to effectuate the provisions of the Tax Escrow and Security Agreement, as executed, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. The Bond Fund shall be established by the Village at the Tax Escrow and Security Agent to pay the Bonds and shall be maintained in accordance with all of the terms and provisions of the Tax Escrow and Security Agreement. As authorized by the provisions of the Property Tax Code of the State of Illinois, as amended (35 ILCS 200/20-90), the County Collector shall deposit the Unlimited Ad Valorem Taxes directly into the Bond Fund established by the Village at the Tax Escrow and Security Agent to repay the Bonds pursuant to the Tax Escrow and Security Agreement. The amounts on deposit in the Bond Fund shall be for the sole benefit of the holders of the Bonds, and such holders shall have a claim against and a first and prior lien upon proceeds of the Bonds and the Unlimited Ad Valorem Taxes when deposited into and held in the Bond Fund by the Tax Escrow and Security Agent until the principal of and interest on the Bonds are paid in full. Moneys deposited into the Bond Fund shall be used solely and only for the purpose of paying the principal of and the interest on the Bonds and shall not be used for any other purpose so long as the Bonds remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Village shall provide for the investment of the moneys so deposited in investments lawfully permitted for Village funds and maturing within the time required to pay interest on and principal of the Bonds. Within 10 days after the adoption of this Ordinance, the Designated Officials shall deliver and file a certified copy of this Ordinance with the County Collector.

B. It has been determined by the Corporate Authorities, with the aid of the Purchaser and the Financial Advisor, that the sale and marketing of the Bonds will materially benefit from the establishment of a debt service reserve account. Simultaneously with delivery of the Bonds,

the Village will set aside from proceeds of the Bonds and deposit same with the Tax Escrow and Security Agent, to be further set aside in a separate fund of the Village on deposit with the Tax Escrow and Security Agent, to be designated as the "*Debt Service Reserve Account for Village of Hinsdale, DuPage and Cook Counties, Illinois, Special Service Area Number Thirteen Bonds, Series 2012B*" (the "*Reserve Account*"), an amount of \$50,000 or \$25,000 in the Last Bond Year (the "*Reserve Requirement*"). As long as the Bonds are outstanding, to the fullest extent available from the Unlimited Ad Valorem Taxes, the Village agrees to maintain an amount on deposit in the Reserve Account with the Tax Escrow and Security Agent equal to not less than the Reserve Requirement. Such amount in the Reserve Account is hereby pledged to the payment of the Bonds and shall be used by the Tax Escrow and Security Agent without further authorization or direction to pay the principal of and interest on the Bonds in the event moneys in the Bond Fund are otherwise insufficient therefor. In the event such amount in the Reserve Account is used to pay the principal of or interest on the Bonds, the Reserve Account shall be replenished to the Reserve Requirement, to the fullest extent available from the Unlimited Ad Valorem Taxes, as described in Section 2.02 of the Tax Escrow and Security Agreement. Whenever funds are not available in the Bond Fund to pay principal of or interest becoming due, the Tax Escrow and Security Agent shall transfer promptly from the Reserve Account to the Bond Fund, not less than two (2) business days prior to such date a sum which, together with the funds then on hand in the Bond Fund, such amount as shall be sufficient to meet such principal or interest becoming due. Except as described in this subsection, no moneys shall be withdrawn from the Reserve Account unless the amount on deposit therein is in excess of the Reserve Requirement. Whenever there is on deposit in the Reserve Account an amount in excess of the Reserve Requirement, the amount of such excess may be reduced at the written direction of the Village as described in Section 2.02 of the Tax Escrow and Security Agreement.

Prior to the tax levy filing deadline for tax levy year 2021, the Village may direct the Tax Escrow and Security Agreement to transfer \$25,000 from the Reserve Account to the Bond Fund and shall further direct the abatement of taxes by such amount. Upon the final payment of the Bonds, the Village may use the balance remaining in the Reserve Account for Services within the Area, or may rebate such remaining balance to taxpayers within the Area.

Section 15. General Arbitrage Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize any of its officers to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities

further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 16. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 17. Qualified Tax-exempt Obligations. The Village recognizes the provisions of Section 265(b)(3) of the Code which provide that a “qualified tax-exempt obligation” as therein defined may be treated by certain financial institutions as if it were acquired on November 7, 1986, for certain purposes. The Village hereby designates the Bonds for purposes of Section 265(b)(3) of the Code as a “qualified tax-exempt obligation” as provided therein.

Section 18. Continuing Disclosure. The President or the Village Clerk of the Village is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Village as *Exhibit B*, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence

of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 19. Bond Registrar Covenants. If requested by the Bond Registrar, the Designated Officers are authorized to execute a Bond Registrar's agreement by and between the Village and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar hereunder. Such duties shall 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, but otherwise to keep such list confidential to the extent permitted by law;
- (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 outstanding Bonds paid, outstanding Bonds and payments made with respect to interest on the Bonds.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

A. The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

B. The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

C. The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of

the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Bonds. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining its principal corporate trust office in Illinois.

Section 20. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, 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, shall cease to have any lien on or right to receive or be paid from the Unlimited Ad Valorem 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 of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. 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. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Village officers on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 22. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 23. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 24. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ADOPTED: November 20, 2012

APPROVED: November 20, 2012

President, Village of Hinsdale
DuPage and Cook Counties, Illinois

PUBLISHED in pamphlet form by authority of the Corporate Authorities on November __, 2012.

RECORDED in the Village Records on November __, 2012.

ATTEST:

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

• EXHIBIT A •

TAX ESCROW AND SECURITY AGREEMENT

This Tax Escrow and Security Agreement, dated as of _____, 2012, by and between the Village of Hinsdale, DuPage and Cook Counties, Illinois (the “*Village*”), and Amalgamated Bank of Chicago, a banking corporation organized and operating under the laws of the State of Illinois, located in Chicago, Illinois, as tax escrow and security agent, not individually, but in the capacity as hereinafter described (the “*Tax Escrow and Security Agent*”), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I.

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning:

“*Additional Deposits*” shall have the meaning set forth in Section 2.02(B) hereof.

“*Agreement*” means this Tax Escrow and Security Agreement, dated as of _____, 2012, between the Village and the Tax Escrow Agent.

“*Bonds*” means the \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B of the Village.

“*Corporate Authorities*” means the President and Board of Trustees of the Village.

“*County Collector*” means the County Treasurer and *ex-officio* County Collector of The County of Cook, Illinois.

“*Last Bond Year*” means the twelve-calendar month period beginning on December 16, 2021, and ending on December 15, 2022.

“*Ordinance*” means the ordinance adopted by the Corporate Authorities on the 20th day of November 2012, authorizing the issuance of the Bonds.

"Paying Agent" means Amalgamated Bank of Chicago, Chicago, Illinois, in its capacity as the paying agent and bond registrar for the Bonds, and any successor thereto in such capacity under the Ordinance.

"Permitted Investments" means investments permitted by the Public Funds Investment Act of the State of Illinois, as heretofore and hereafter amended from time to time, for the investment of funds of the Village, and as permitted by the investment policy of the Village, and which investments include at this time, but are not limited to, direct and general obligations of the United States Treasury, obligations the payment of the interest on and principal of which are fully guaranteed by the United States Treasury or by a department or an agency of the United States, and fully collateralized certificates of deposit or time deposits of an Illinois bank or trust company.

"Reserve Account" means the Debt Service Reserve Account created pursuant to the Ordinance and held under this Agreement for the purpose of providing security for the payment of the principal of and interest on the Bonds.

"Reserve Requirement" means an amount held in the Reserve Account equal to \$50,000 or \$25,000 in the Last Bond Year.

"State" means the State of Illinois.

"Tax Escrow Account" means the Bond Fund (which term may be used interchangeably with Tax Escrow Account) as established by the Ordinance as held under this Agreement pursuant to Section 2.01 hereof for the purpose of paying the principal of and interest on the Bonds.

"Tax Escrow and Security Agent" means Amalgamated Bank of Chicago, a banking corporation organized and operating under the laws of the State of Illinois, located in Chicago,

Illinois, as tax escrow and security agent, and any successor thereto as Tax Escrow and Security Agent hereunder.

“*Treasurer*” means the Treasurer of the Village.

“*Unlimited Ad Valorem Taxes*” means the ad valorem taxes levied on the taxable property in the Area (as defined in the Ordinance) by the Village to pay principal of and interest on the Bonds.

“*Village*” means the Village of Hinsdale, DuPage and Cook Counties, Illinois.

ARTICLE II.

CREATION OF THE TAX ESCROW ACCOUNT AND THE RESERVE ACCOUNT

2.01. *Establishment of the Tax Escrow Account and the Reserve Account.* The Tax Escrow Account and the Reserve Account are each hereby established with the Tax Escrow and Security Agent as separate trust funds held for the benefit of the owners of the Bonds pursuant to the Ordinance and this Agreement, separate and segregated from all other funds and accounts of the Village and the Treasurer. The Reserve Account is further established as of the delivery date of this Agreement from the proceeds of the Bonds in an amount equal to the Reserve Requirement. The Tax Escrow and Security Agent acknowledges receipt from the Village of the schedule attached hereto as “*Exhibit A*” and properly showing the amount of debt service on the Bonds on each payment date to final maturity. Whenever funds are not available in the Tax Escrow Account to pay principal of or interest becoming due on the Bonds, there shall be transferred promptly from the Reserve Account to the Tax Escrow Account, not less than two (2) business days prior to such date a sum which, together with the funds then on hand in the Tax Escrow Account, such amount as shall be sufficient to meet such principal or interest becoming due on the Bonds.

2.02. *Transfers of the Unlimited Ad Valorem Taxes and Additional Deposits.* Pursuant to the Ordinance and for the purpose of providing the funds required to pay the interest on the Bonds when and as the same falls due and to pay and discharge the principal thereof at maturity, the Unlimited Ad Valorem Taxes and Additional Deposits shall be paid to the Tax Escrow and Security Agent for deposit into the Tax Escrow Account in accordance with the following procedures:

(A) *Initial Receipt and Transfer of the Unlimited Ad Valorem Taxes.*

(1) Promptly upon receipt of any of the Unlimited Ad Valorem Taxes for distribution, commencing with taxes levied for the year 2012, to be collected in 2013, and until payment in full of the Bonds has been made or duly provided for, the County Collector shall segregate and pay directly to the Tax Escrow and Security Agent the Unlimited Ad Valorem Taxes for deposit in the Tax Escrow Account.

(2) When the amount on deposit to the credit of the Reserve Account *exceeds* the Reserve Requirement after each June 15 and December 15 principal and interest payment date, the Tax Escrow and Security Agent shall notify the Village of the amount of such excess and, upon the written request of the Village, said amount shall be either (a) transferred to the Tax Escrow Account and applied to the next immediately succeeding payment of the principal of interest due on the Bonds, or (b) disbursed to the Village to be used for its lawful corporate purposes in the Area.

(3) When the amount on deposit to the credit of the Reserve Account is *less than* the Reserve Requirement, then from each subsequent distribution of Unlimited Ad Valorem Taxes received from the County Collector, the Tax

Escrow and Security Agent will transfer to the Reserve Account an amount so as to enable the Reserve Account to be replenished to the Reserve Requirement; *provided, however*, that the Tax Escrow and Security Agent shall only make such transfer after the Tax Escrow Account has been fully funded in order to pay principal of or interest on the Bonds due on the next immediately succeeding debt service payment date.

(B) *Additional Deposits.* (1) Pursuant to Section 10 of the Ordinance and as described therein, the Village may in its discretion transfer to the Tax Escrow and Security Agent from any lawfully available funds on hand of the Village an amount in advance of the collection of the Unlimited Ad Valorem Taxes, which will be deposited in the Tax Escrow Account and used to pay interest and principal on the Bonds; and when the Unlimited Ad Valorem Taxes have been collected and deposited into the Tax Escrow Account, reimbursement shall be made by the Tax Escrow and Security Agent to the Village in the amounts so advanced by the Village. (2) Pursuant to Section 13 of the Ordinance and as described therein, the Village shall transfer to the Tax Escrow and Security Agent any remaining amount in the Project Fund after completion of the Project for deposit into the Tax Escrow Account and used to pay debt service on the Bonds.

ARTICLE III.

OPERATION OF THE TAX ESCROW ACCOUNT AND RESERVE ACCOUNT

3.01. *Amounts Held in the Tax Escrow Account.* Subject to the transfers out of the Tax Escrow Account as provided by Section 2.02 above, the moneys on deposit to the credit of the Tax Escrow Account and Reserve Account shall be used or retained as security for the purpose of paying the principal of and interest on the Bonds and shall not be used for any other purpose so long as any of the Bonds remain outstanding. The registered owners of the Bonds shall have a

first and prior lien upon the moneys on deposit in the Tax Escrow Account and Reserve Account pursuant to Section 2.02 hereof and upon all present and future proceeds of the Unlimited Ad Valorem Taxes and Additional Deposits when on deposit in the Tax Escrow Account or Reserve Account until the principal of and interest on the Bonds are paid in full, the Bonds are no longer deemed outstanding, or such proceeds are withdrawn or removed from the Tax Escrow Account and Reserve Account pursuant to this Agreement. The Village may direct the Tax Escrow and Security Agent to transfer \$25,000 on deposit in the Reserve Account to the Tax Escrow Account in the Last Bond Year as described in Section 14.B. of the Ordinance.

3.02. Payment of the Bonds. On each principal maturity or interest payment date on the Bonds, the Tax Escrow and Security Agent shall withdraw from the Tax Escrow Account and transfer to the Paying Agent such amounts as are necessary for the purpose of paying the principal of and interest on the Bonds coming due on such date. All transfers of money to the Paying Agent shall be in immediately available funds. The remittance by the Tax Escrow and Security Agent of such moneys to the Paying Agent shall fully release and discharge the Tax Escrow and Security Agent from any further duty or obligation with respect to the sums so transferred under this Agreement. The Tax Escrow and Security Agent is authorized to liquidate any investments in the Tax Escrow Account in order to make moneys available to make such transfers.

3.03. Investment of Moneys in the Tax Escrow Account and the Reserve Account. Pending the need for the moneys on deposit to the credit of the Tax Escrow Account and the Reserve Account to be used for the timely payment of the principal of and interest on the Bonds, said moneys may be invested by the Tax Escrow and Security Agent in Permitted Investments only in accordance with the written directions of the Treasurer which may be given in accordance with Section 4.05 hereof. Investments shall be scheduled to come due to meet

maturing principal and interest payments on the Bonds when due. The Tax Escrow and Security Agent may conclusively rely upon the Treasurer's instructions as to both the suitability and legality of the directed investments. The Tax Escrow and Security Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. In the absence of investment instructions from the Treasurer, the Tax Escrow and Security Agent shall not be responsible or liable for keeping the moneys held by it hereunder fully invested in Permitted Investments. Although the Village recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Village hereby agrees that confirmations of Permitted Investments are not required to be issued by the Tax Escrow and Security Agent for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Tax Escrow and Security Agent shall report on the status of the Tax Escrow Account and the Reserve Account on a monthly basis, pursuant to Section 3.04 hereof. Net earnings on Permitted Investments shall be applied, first, for transfer to or retention in the Reserve Account at any time the amount on deposit to the credit of such account is less than the Reserve Requirement, and otherwise, for transfer to or retention in the Tax Escrow Account, wherein such amounts shall be applied at the next Bond payment date to pay interest on or principal of the Bonds.

3.04. *Monthly Reports.* The Tax Escrow and Security Agent will submit to the Treasurer on or before a given day of each month, commencing in the month after the initial deposit of funds under this Agreement, a statement, as of the last day of the immediately preceding month, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the one month period ending on such last day of the preceding month, and

also listing the Permitted Investments on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the Permitted Investments.

3.05. *Sufficiency Reports; Payment.* The Treasurer will advise or cause the Paying Agent to advise the Tax Escrow and Security Agent at least thirty (30) days prior to any principal or interest payment date of the amount of principal and interest due on the Bonds on such payment date. If it shall then appear to the Tax Escrow and Security Agent that the total funds in the Tax Escrow Account and the Reserve Account, including deposits therein, investments and earnings on investments, will not be sufficient to make any payment due to the registered owners of any of the Bonds on such payment date, the Tax Escrow and Security Agent shall notify the Treasurer not less than three (3) days prior to such date.

3.06. *Payment of Fees.* The fees of the Tax Escrow and Security Agent and Paying Agent shall be paid by the Village from funds other than those deposited hereunder. The fees of the Tax Escrow and Security Agent and Paying Agent shall be competitive with fees charged for similar services by other banking institutions within the State.

ARTICLE IV.

COVENANTS

The Village, the Tax Escrow and Security Agent, and the Treasurer covenant and agree as follows:

4.01. *Exculpation of Tax Escrow and Security Agent.* The Tax Escrow and Security Agent shall have no responsibility or liability whatsoever for (a) any of the recitals herein (except those relating to its own organization); (b) the performance of or compliance with any covenant, condition, term or provision of the Bonds or the Ordinance; and (c) any undertaking or statement of the Village or the Treasurer hereunder or under the Bonds or the Ordinance. The Tax Escrow and Security Agent is not a trustee for the Bondholders and has no obligation in its

capacity as Tax Escrow and Security Agent to enforce the rights of the registered owners of the Bonds under this Agreement or the Ordinance.

4.02. *Powers and Duties; Costs.* The Tax Escrow and Security Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be a defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall it be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees (provided notice is given to the Village of such costs and outlays within a reasonable time after they are incurred), and if any judgment, decree or recovery be obtained by the Tax Escrow and Security Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

4.03. *Buy and Sell Bonds; Investments.* The Tax Escrow and Security Agent, in its separate capacity as a banking institution, may in good faith buy, sell or hold and deal in any of the Bonds, and may also, at the direction of the Treasurer as provided in Section 3.03 hereof, invest for the Tax Escrow Account in certificates of deposit issued by itself if such qualify as Permitted Investments and in other Permitted Investments purchased from itself.

4.04. *Act upon this Agreement.* All payments to be made by, and all acts, and things required to be done by, the Tax Escrow and Security Agent under the terms and provisions of this Agreement, shall be made and done by the Tax Escrow and Security Agent without any further direction or authority of the Village or the Treasurer except as expressly provided herein.

4.05. *Act upon Notices or Orders.* The Tax Escrow and Security Agent is authorized, in its sole discretion, to disregard any and all notices or instructions given by the Village, the Treasurer or any other person, firm or corporation, except (i) only such notices or instructions as are hereinabove specifically provided for and (ii) orders or process of any court having jurisdiction duly entered or issued. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then, and in any of such events the Tax Escrow and Security Agent is authorized, in its discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; and if it complies with any such order, writ, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

The Tax Escrow and Security Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; *provided, however*, that the Village shall provide to the Tax Escrow and Security Agent an incumbency certificate listing persons with authority to act hereunder, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Village elects to give the Tax Escrow and Security Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Tax Escrow and Security Agent in its discretion elects to act upon such instructions, the Tax Escrow and Security Agent's understanding of such instructions shall be deemed controlling. The Tax Escrow and

Security Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Tax Escrow and Security Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Village agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Tax Escrow and Security Agent, including without limitation the risk of the Tax Escrow and Security Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

4.06. *Good Faith Actions.* Absent negligence or willful misconduct of the Tax Escrow and Security Agent, the Tax Escrow and Security Agent shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. The Tax Escrow and Security Agent shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

4.07. *Further Exculpation.* The Tax Escrow and Security Agent shall not be responsible for the sufficiency or accuracy of the form, execution, validity or genuineness of any securities now or hereafter deposited hereunder, or of any endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall it be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement or this Escrow Agreement. The Tax Escrow and Security Agent shall not be liable for any depreciation or change in the value of such investments.

4.08. *Consult with Counsel.* If the Tax Escrow and Security Agent reasonably believes it to be necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in case it becomes involved in litigation on account of being Tax Escrow and Security Agent hereunder or on account of having received property subject hereto, then in either

case, its costs, expenses, and reasonable attorneys' fees shall be paid by the Village, and upon timely notice thereof having been given.

4.09. *Authorization.* Each of the parties hereto covenants, represents and warrants that it has all powers necessary under the applicable statutes, regulations and rulings and its governing body has taken all action necessary to authorize it to enter into this Agreement, and that the signatories to this Agreement on its behalf have been duly authorized to sign this Agreement on its behalf.

4.10. *Illinois Law.* This Agreement shall be construed, enforced, and administered in accordance with the laws of the State, and shall inure to, and be binding upon, the respective successors and assigns of the parties hereto.

ARTICLE V.

NOTICES

5.01. *Village.* All notices and communications to the Village shall be addressed in writing to:

President and Board of Trustees
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

5.02. *Tax Escrow and Security Agent.* All notices and communications to the Tax Escrow and Security Agent shall be addressed in writing to:

Amalgamated Bank of Chicago
Corporate Trust and Escrow Services
One West Monroe Street
Chicago, Illinois 60603

5.03. *Treasurer.* All notices and communications to the Treasurer shall be addressed in writing to:

Treasurer
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521

5.04. *Paying Agent.* All notices and communications to the Paying Agent shall be addressed in writing to:

Amalgamated Bank of Chicago
Corporate Trust and Escrow Services
One West Monroe Street
Chicago, Illinois 60603

Notices shall not be deemed to be given until actually received, in the case of the Village, by the Clerk at the Village offices (the address hereinabove noted); in the case of the Tax Escrow and Security Agent, by an officer in its trust or operations department or other trust or operations department employee administering the Tax Escrow Account; in the case of the Treasurer, by the Treasurer or a designated agent of the Treasurer; and in the case of the Paying Agent, by an officer in its trust department or other trust department employee administering the accounts relating to the Bonds. The Tax Escrow and Security Agent shall at all times keep the Village informed as to the names of its officers and other employees who are directly involved in the administration of the Tax Escrow Account. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday or holiday, such time shall be extended to the next business day.

ARTICLE VI.

MERGER, CONSOLIDATION, RESIGNATION OR REMOVAL OF THE TAX ESCROW AND SECURITY AGENT

The Tax Escrow and Security Agent may at any time resign as escrow agent under this Agreement by giving ninety (90) days written notice to the Village, and such resignation shall take effect upon the appointment of a successor Tax Escrow and Security Agent by the Village. The Village may select a Qualified Financial Institution as successor. If at any time the Tax Escrow and Security Agent is no longer legally authorized or qualified (by reason of any Federal or State law or any other law or regulation) to act as escrow agent hereunder, then the Village may remove the Tax Escrow and Security Agent and may select a Qualified Financial Institution as successor.

If the Village shall determine that it is in its own or the Bondholders' best interests, then the Village may replace the Tax Escrow and Security Agent with a Qualified Financial Institution as successor but only upon giving the Tax Escrow and Security Agent not less than ninety (90) days written notice, including the name of the successor Tax Escrow and Security Agent. At the same time, notice shall also be filed by the Village with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system and with the County Collector.

A "*Qualified Financial Institution*" means (a) a bank having trust powers or trust company with assets not less than \$50,000,000, (b) with offices located within the County of Cook, Illinois, the County of DuPage, Illinois, or the Village of New York, Borough of Manhattan, State of New York, and (c) routinely in the business of acting in the capacity of a corporate or municipal securities trustee. It is expressly acknowledged that the initial Tax Escrow and Security Agent need not meet these criteria.

Any banking association or corporation into which the Tax Escrow and Security Agent may be merged, converted or with which the Tax Escrow and Security Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Tax Escrow and Security Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Tax Escrow and Security Agent shall be transferred, shall succeed to all the Tax Escrow and Security Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE VII.

ALTERATION AND TERMINATION OF AGREEMENT

The Village, the Tax Escrow and Security Agent and the Treasurer may change and alter the terms of this Agreement for the following purposes:

(A) to correct errors, clarify ambiguities or insert inadvertently omitted material;

or

(B) to alter the procedures of Article II of this Agreement and definitions pertaining thereto necessitated by changes in State law and procedures thereunder with respect to the collection and distribution of taxes;

provided, however, that such changes and alterations shall not materially affect the protections provided by this Agreement to the holders of the Bonds.

This Agreement shall be binding on any successor to the Corporate Authorities or the Treasurer during the term of this Agreement.

Upon the retirement of all of the Bonds as hereinabove provided for, the Tax Escrow and Security Agent will transfer any balance remaining in the Tax Escrow Account and Reserve

Account to the Treasurer with due notice thereof given the Village, and thereupon this Agreement shall terminate.

ARTICLE VIII.

EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by the President and Treasurer of the Village and attested by the Village Clerk under its corporate seal hereunto affixed, and the Tax Escrow and Security Agent, not individually, but in the capacity as hereinabove described, has caused this Agreement to be executed in its corporate name by one of its officers and to be attested by one of its officers under its corporate seal hereunto affixed, all as of the date first above written.

VILLAGE OF HINSDALE, DUPAGE AND COOK
COUNTIES, ILLINOIS

President

Attest:

Village Clerk

Treasurer

[SEAL]

AMALGAMATED BANK OF CHICAGO,
Chicago, Illinois,
as Tax Escrow and Security Agent

By _____
Its _____

Attest:

By _____
Its _____

[BANK SEAL]

EXHIBIT A

DEBT SERVICE SCHEDULE

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

Trustee _____ moved and Trustee _____
seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following Trustees voted

AYE: _____

NAY: _____

ABSENT: _____

Whereupon the President declared the motion carried and the 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 President and Board of Trustees of the Village.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

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 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 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 20th day of November, 2012 insofar as the same relates to the adoption of an ordinance numbered O2012-____ and entitled:

AN ORDINANCE providing for the issuance of \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the deposit of taxes to pay said bonds into a designated escrow account.

(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 an agenda (the "*Agenda*") for the Meeting, including a specific item listed showing the proposed adoption of the Ordinance, was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of the Meeting on a day other than a Saturday, a Sunday or a legal holiday for municipalities in the State of Illinois; *that attached hereto is a true, correct and complete copy of the Agenda*; that notice of the Meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that the 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 provisions of the act and code so cited and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 20th day of November, 2012.

Village Clerk

[SEAL]

[Attach: Agenda, Minutes and Ordinance]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

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 officer I do hereby certify that on the ____ day of _____, 2012 there was filed in my office a properly certified copy of Ordinance Number O2012-____, passed by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, on the 20th day of November, 2012 and entitled:

AN ORDINANCE providing for the issuance of \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the deposit of taxes to pay said bonds into a designated escrow account.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ____ day of _____, 2012.

County Clerk of The County of Cook, 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 Treasurer and *ex-officio* County Collector of The County of Cook, Illinois, and as such official I do further certify that on the _____ day of _____, 2012, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for the issuance of \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the deposit of taxes to pay said bonds into a designated escrow account.

(the "*Ordinance*"), duly adopted on the 20th day of November, 2012, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), and that the same has been deposited in the official files and records of my office.

As authorized by the provisions of Section 20-90 of the Property Tax Code of the State of Illinois, as amended (35 ILCS 200/20-90), I, as County Collector, shall deposit taxes levied by the Village, in accordance with the terms of a Tax Escrow and Security Agreement, by and between the Village, and the Tax Escrow and Security Agent named therein, and the authorization of the Village in the Ordinance, directly into the Tax Escrow and Security Account established by the Village to pay the certificates authorized by the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of my office,
this _____ day of _____ 2012.

County Treasurer and
ex-officio County Collector of
The County of Cook, Illinois

(SEAL)

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 books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees (the "*Corporate Authorities*") thereof.

I do further certify that the ordinance of the Village numbered O2012-____ and entitled:

AN ORDINANCE providing for the issuance of \$1,575,000 Special Service Area Number Thirteen Bonds, Series 2012B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and authorizing the deposit of taxes to pay said bonds into a designated escrow account.

passed by the Corporate Authorities of the Village on the 20th day of November, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 21st day of November, 2012.

Village Clerk

[SEAL]

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Administration
ITEM Authorization to Proceed with the Issuance of a Request for Proposal for a Comprehensive Water Meter and Meter Reading System Replacement Project at an Estimated Cost of \$1.9 million and to Authorize Staff to Arrange for Debt Financing of the Project.	APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director 

At its meeting on October 11, 2012, the Finance Commission reviewed the attached presentation regarding water meters and water meter reading systems. At the conclusion of the meeting, it was the recommendation of the Finance Commission that the Village Board proceed with the comprehensive approach to replacing water meters as well as the updating of the meter reading system. Proceeding in this manner would result in an outlay of approximately \$1.9 million and would require borrowing a like amount. Repayment of the debt service would be expected to come from the incremental revenue generated from replacing slow and stopped meters.

At the ACA meeting on November 5, 2012, the Committee discussed the project and concurred with the recommendation of the Finance Commission. At this point in the project, staff is requesting authorization to prepare and issue an RFP for the project and to arrange for financing. Due the complexity and extent of the project, I would expect it will take 60 to 90 days to prepare and issue the RFP.

Motion: To Authorize Staff to Proceed with the Issuance of a Request for Proposal for a Comprehensive Water Meter and Meter Reading System Replacement Project at an Estimated Cost of \$1.9 million and to Authorize Staff to Arrange for Debt Financing of the Project.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

**Village of Hinsdale
Water Meters and Meter Reading
System Replacement
October, 2012**

Background Information

Water and Sewer Fund

- An Enterprise Fund of the Village that is used to account for the revenues and expenses of operating the water and sewer utility.
- User fees of the system should pay for the full cost operating the utility.
- Is accounted for very differently than governmental funds in that under generally accepted accounting principles the fund is required to follow full accrual accounting, including recognition of depreciation expense.

Village of Hinsdale
Water and Sewer Operations Fund
Comparative Income Statement (Cash Basis)

	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Budget
Operating Revenues			
Water Sales	5,576,549	5,731,370	6,800,000
Sewer Sales	586,009	597,237	660,000
Miscellaneous	54,431	38,242	43,855
Total Operating Revenues	6,216,989	6,366,849	7,503,855
Operating Expenses			
DWC Supply Costs	2,100,680	2,216,323	2,960,000
Other Expenses	2,507,089	2,581,821	3,048,489
Total Operating Expenses	4,607,769	4,798,144	6,008,489
Operating Income	1,609,220	1,568,705	1,495,366
Debt Service	496,061	450,564	493,655
Amount Available for Capital	1,113,159	1,118,141	1,001,711

Commentary on Operating Results

- For FY 2013, water supply costs from DWC are estimated to be 43.5% of water revenues and 49% of total operating expenses.
- The current water rate is designed to generate \$1.5 million annually for Water and Sewer capital improvements as called for in the Infrastructure Master Plan.
- In FY 2011 and FY 2012 this was not achieved due to below budget water consumption due mostly to weather
- In the FY 2013 Budget, this was not projected to be met due to lower usage expectations and \$355,000 of departmental capital (unusually high, partially due to increased meter replacement cost).
- It is likely that the full transfer of \$1.5 million will be made this year due over budget revenues from the hot summer.

Water and Sewer Customers

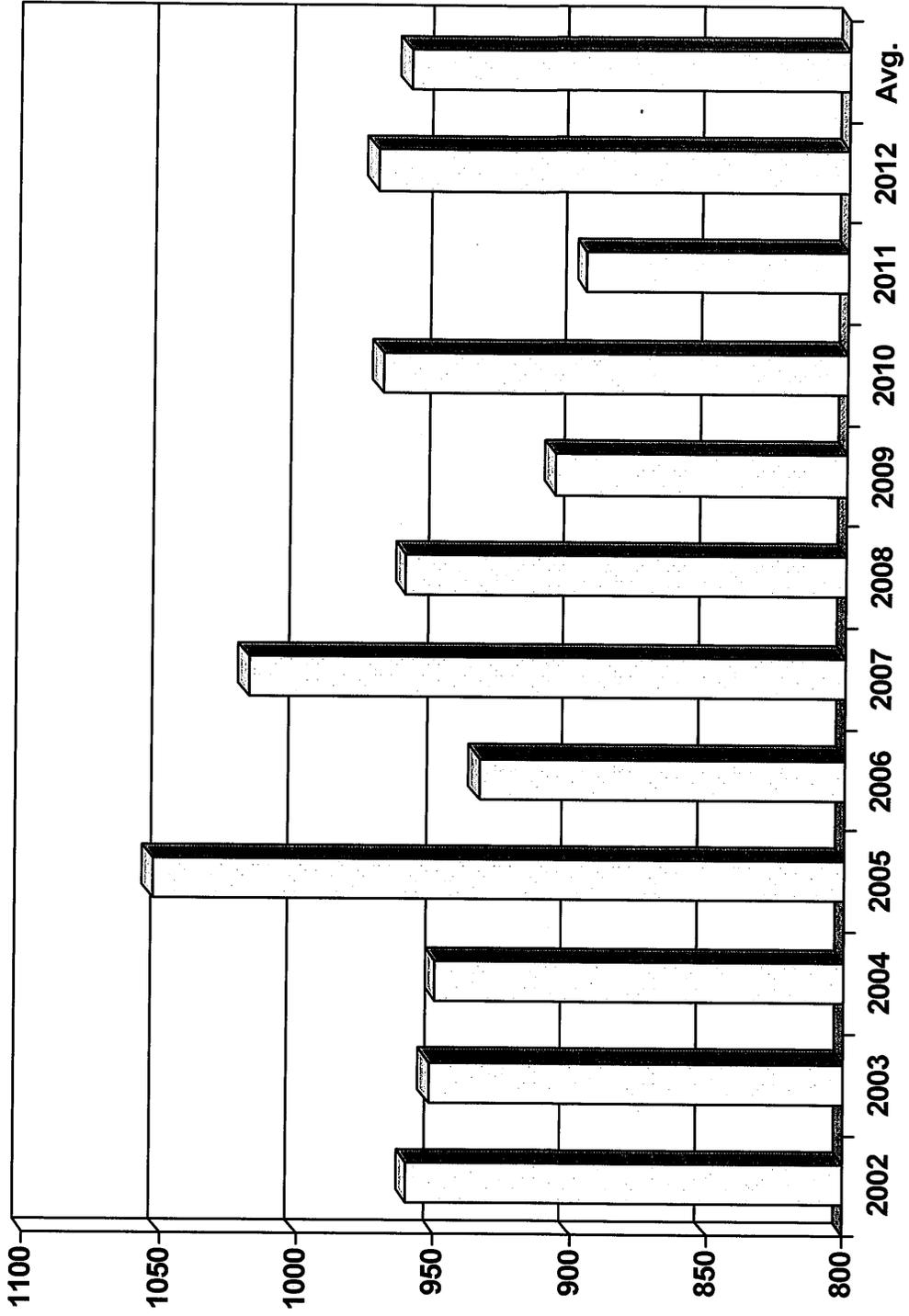
- There are currently 5,836 total water billing customers
- Approximately 75% of water customers also receive sewer collection services from the Village-the remainder are serviced by Flagg Creek Water Reclamation District or MWRD.
- Most Village water customers also receive a bill from Flagg Creek for sewer treatment services that is also based on water consumption.
- Approximately 400 water users are from unincorporated areas outside of the Village of which approximately 300 of these users are in Golfview Hills.

Water and Sewer Billing

- All customers are billed bi-monthly
- The current consumption rate for water is \$6.599 per 100 cubic feet; the sewer charge (where applicable) is assessed at 15% of the water charge.
- All customers are subject to a minimum bi-monthly bill of \$22.00 (\$25.30 including sewer) that includes the first 300 cubic feet of water. This is in lieu of a fixed service charge that is imposed by many other Villages.
- The water rate has been increased annually from \$3.982 per 100 cubic feet in 2008 to \$6.599 currently, an increase of 65.7%.
- The primary cause of the increases was to fund a \$1.5 million annual contribution for system improvements and to pass along significant increases in the cost of water from DWC.
- Due mainly to cost increases from the City of Chicago, the DWC rates are expected to increase an additional 20% in 2013, 18% in 2014, and 17% in 2015; this will ultimately result in approximately \$1.7 million of additional costs annually and will require subsequent rate increases totaling approximately 25% in order to pass along these increased costs.

Historical Water Purchases

(Calendar year data in 1,000,000 gallons)



Historical Water Purchases

- Can vary significantly year to year depending on weather.
- Based on customer feedback it is likely that some of the decline experienced during 2011 is attributed to customer conservation measures resulting from the accumulation of the large rate increases; will likely continue to have an impact in the future.
- The large variances in consumption can have a dramatic impact on meeting the funding requirements of the Infrastructure Master Plan.
- With minimal operating reserves in the Water Fund there is no way to “smooth” these variances in a particular year; over time it is hoped that these variances will even out.

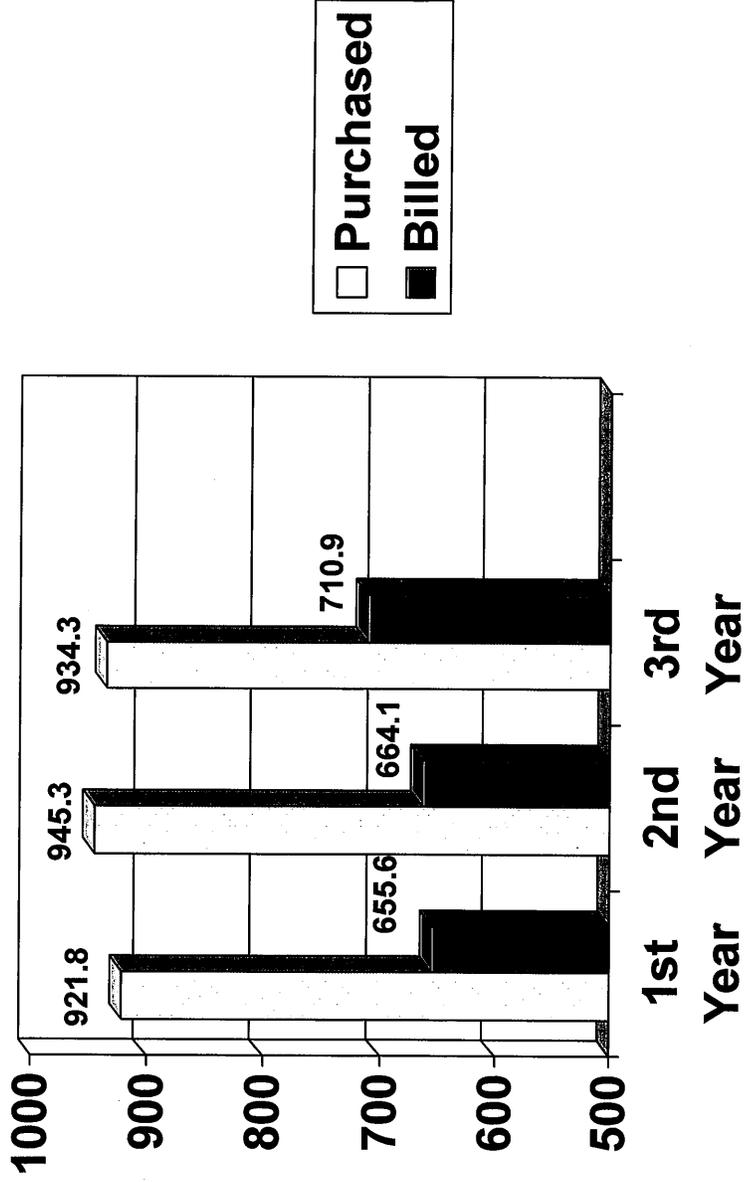
Unaccounted for Water

Unaccounted for Water

- Defined as the difference between the volume of water purchased from the Du Page Water Commission as compared to the volume of water billed by the Village.
- These amounts will never be the same due to unavoidable leakage in system piping, water main breaks, municipal use, hydrant flushing, etc.
- Considering the age of the system and comparable results from other villages, a realistic target would be that the Village bill 85% to 90% of the volume of water purchased.
- As a user of Lake Michigan water, the Illinois Department of Natural Resources (IDNR) requires that the Village maintains an acceptable level of accounted for water (approximately 85% or greater) or we are required to implement measures to improve in this area.

Water Purchased vs. Billed

(Last 36 months of data compiled into 12 month increments; data in 1,000,000 gallons)



Water Purchased vs. Billed

- For presentation purposes, it is assumed that there is a two month lag from the time water is purchased until it is billed (there is no perfect way to match up the data).
- The period reflected consists of water purchased from July, 2009 to June, 2012 as compared to water billed from September, 2009 to August, 2012.
- Broken down into 12 month segments, the Village's accounted for water is estimated follows:

-1 st Year	71.1%
-2 nd Year	70.3%
-3 rd Year (most recent)	76.1%
- Since the billed data includes consumption attributed to minimum billing (we bill for the consumption although in many cases it is not actually used), the actual accounted for water percentages would be somewhat less than reflected in the results.
- These results are below the target level of 85% to 90% experienced in many other Village and is below an acceptable level as determined by IDNR (below 85% is a problem).

Typical Causes of Unaccounted for Water

- As previously mentioned, some of the cause is due unavoidable leakage in system piping, water main breaks, municipal use, hydrant flushing, etc.
- Undetected water main leaks in the system (the Village has a leak detection survey done annually by an outside contractor to mitigate this potential problem area).
- Malfunctioning water meters.

Water Meters

Water Meters

- The Village's water meter stock consists of meters from a number of different manufacturers as well as a number of different sizes (and costs) depending on the expected water demand of the service.
- The recommended useful life of a water meter is 15 to 20 years, although outside verification of this standard is scarce.
- As water meters age there tends to be wear and tear on the mechanical components as well as the accumulation of particles that may build up in the meter chamber. Due to these factors it is common that meters slow down over time, and that has obvious impacts on billing and revenue.
- In a number of cases the meters slow down and eventually stop moving. This results in customers receiving only a minimum bill even though their water use may be substantial.
- This is a significant problem here in Hinsdale as we have been pursuing several hundred of these accounts over the last year, and work in this area is likely responsible for the increase of 5% in the accounted for water estimate mentioned in a previous slide.

Age of Water Meters

- It is estimated that the Village last replaced most of its water meters approximately 25 years ago.
- A number of meters have been replaced over the last 10 or 15 years as a result of the large number of “tear downs” in the Village.
- Although our utility billing system does contain meter installation data, we found it to be incomplete and inaccurate.
- There are paper records of each meter installation in the Water Department. To estimate the age of the water meters, we initially randomly sampled 480 water meter installation cards and found that 61% of meters were over 15 years old and that 51% were older than 20 years old.
- Not satisfied with these results, we randomly sampled an additional 483 water meter installation cards and found that 78% of meters were over 15 years old and 70% are more than 20 years old.
- Since January, 2007 the Village has replaced approximately 700 water meters; of those replaced, approximately 525 were installed after January 2011 due to our pursuing slow and stopped water meters. This process is not complete and is ongoing.

Impact of Water Meters on Unaccounted for Water

- Based on discussions with Water Department personnel, they have indicated the water main infrastructure is relatively “tight” (considering the age of the system) and not a major cause of unaccounted for water, beyond a reasonable allowance for unavoidable leakage.
- This can be backed up by personnel reviewing system pumped data, and that undetected water main leaks will generally eventually surface. This fact is also confirmed by an annual leak detection survey.
- These facts, and considering the estimated age of the meter stock, leads us to believe that old and possibly malfunctioning water meters are likely the major contributor to the problem of unaccounted for water.

Residential Water Meter Testing

- To further test the theory that malfunctioning water meters are a cause of the water billing problem, we changed out a number of water meters that appeared to be functioning properly but were over 20 years old.
- The old meters were tested for accuracy by ME Simpson, a Village contractor. In order to pass the test, the meters were required to generally read in the accuracy range of 97% to 103% (an AWWA standard) and were also tested at different flow rates.
- The first test of 20 meters resulted in 10 meters failing; of those meters failing the average accuracy rate was 90.4%.
- The second test of 17 meters resulted in 8 meters failing; of those meters failing the average accuracy rate was 81.7%.
- The third test of 14 meters resulted in 1 meter failing; the accuracy rate for that meter was 82%.

Conclusions on Water Meters

- All of the data and testing we have done indicates that the age of the water meters is a definite problem and requires some systematic approach to replacement.
- Sampling would seem to indicate that 60% to 70% of our meters need replacement. Using 65% as a midpoint would result in the need to replace at least 3800 meters.
- Meter costs vary according to meter size. Using an estimated average cost of \$150 would result in a total estimated outlay for meter replacement of \$570,000.
- At current staffing levels it is estimated that we could replace 500 to 600 meters per year. This would likely result in the meter replacement program taking approximately 7 years to complete and would delay material improvements in our unaccounted for water.
- As point of reference, at current rates a 5% improvement in the Village's unaccounted for water would yield at least \$450,000 (950 million gallons purchased converts to approximately 127 million cubic feet; 5% improvement is 6,350,000 cubic feet/100 X \$6.599 current rate is \$419,036-use \$450,000 as estimate as most would be subject to 15% sewer charge).
- Consideration may be given to hiring a contractor to rapidly speed up this process to generate the positive results sooner.

Water Meter Reading

Water Meter Reading

- At the present time meters are read using a touchpad meter reading system.
- This is done by a meter reader attaching a device to a touchpad unit on the outside of the home, which then receives the meter reading and stores the reading in a hand held device.
- Readings are uploaded at Village Hall at which time they are processed, edited, and used for billing.
- Meter readings are also provided to Flaag Creek Sanitary District (at no cost) for their billing purposes.

Meter Reading Technology

- The current touchpad meter reading system technology is 20 to 25 years old and was likely implemented when Hinsdale last replaced water meters.
- For the last ten or so years, the touch pad technology is being phased out in many municipalities in favor radio reading technologies (drive-by and fixed position data collectors primarily).
- Village staff surveyed 19 Du Page area communities, which indicated that of the 13 communities that responded to our survey 11 are using radio reading technology to read some or all of its water meters.
- As the Village approaches water meter replacement, this calls into question whether we should install 25 year old meter reading technology on new water meter installations that are expected to last another 20 years.

Advantages to Current Meter Reading System

- Staff is familiar with its operation.
- Low cost to maintain software.
- The Village enjoys a very favorable cost arrangement from an individual who is an independent contractor that reads our meters. Meters are manually read at a cost of less than \$0.50 per read or about \$14,000 annually.

Disadvantages to Current Meter Reading System

- The Village is completely reliant on one individual to read meters.
- The current financial arrangement will likely not be repeated once this individual stops reading meters.
- Water Department staff are still required to manually read 60 to 80 meters per month due to missed reads, dogs, fences, etc.
- It is undetermined how long we will be able to have the software maintained for the next 20 years, and will the various equipment items (touchpad devices, handheld readers, docking stations, etc.) continue to be available that far into the future.
- The reading process is very slow-it is not uncommon for many meter readings to take 50 days or more to bill. This provides very poor customer service in leak situations in that a high bill is frequently the indicator of a leak, and many are not detected until well into a second billing period due to this time lag.
- Water Department staff is required to perform all customer service reading work involving re-reading, high bill investigations, and final billing readings. This can easily equate to 150 readings per month.
- Technological improvements in the area of high bill investigation, leak detection (by more frequent reads and reading at smaller increments than 100 cubic feet) would not be realized.

Water Billing Responsibilities

Water Billing Responsibilities

- Coordinate meter reading process (download reading file, upload reads, revise reading file for errors, schedule re-reads and missed reads)
- Process approximately 2,900 bills monthly
- Review billing data to identify slow or stopped meters, high readings, schedule meter maintenance as required.
- Process all lock box payments, research and correct rejected items.
- Prepare and send out approximately 150 to 200 shut off letters monthly

Water Billing Responsibilities

- Process work orders for customer service requests.
- Respond to all customer inquiries (250-300 per month based on actual call log).
- Process 50-75 final bills per month.
- Review accounts receivable listing in order to send letters and pursue collection action on final billed accounts.
- Monitor the status of payment agreements.
- Process 40 to 60 water meter change outs per month.

Water Billing Challenges

- At current staffing levels (one full time employee and one part time employee two days per week) we are not able to accomplish all of these tasks on a regular basis.
- Due to higher usage from changing meters and higher rates inflating bills we have had a drastic increase in customer calls regarding high water bills (169 calls were received in the first five days after the most recent bills were sent out).
- Due to the volume of calls there is frequent dissatisfaction with customers who are forced to leave several voicemails, call back may not be the same day, etc.
- These calls frequently result in work orders for re-reads and high bill investigation, which need to be monitored and follow up.
- Now that we have indentified meters as a problem the work associated with meter maintenance, scheduling, customer letters (many times multiple letters need to be sent) is new in the last two years.
- We are required to monitor vacant properties and the state of the economy, coupled with higher water bills, has dramatically increased the need for more stringent collection procedures (but this also increases call volume as shut-off letters=telephone calls).

Possible Approaches

- The most pressing problem facing the village is the age of the water meters.
- Using an estimated average cost of \$150 for an estimate of 3800 meters would result in a total estimated outlay for meter replacement of \$570,000.
- The lowest cost option would be to budget an annual outlay of \$75,000 to \$100,000 for a water meter only project, completed in house and accomplished over an estimated seven year period. We would stay status quo on meter reading.
- The most expensive option would be to replace 100% of meters older than 5 years, install radio meter reading devises at all 5800 customer installation, and would hire a contractor to accomplish this project so that it would be completed in 15 to 18 months.
- There are an unlimited number of phased approaches between these two options that could be considered.

**Village of Hinsdale
 Meter and Meter Reading System Replacement
 Estimated Project Budget-Comprehensive Project**

	Units	Per Unit	Amount
Estimated Meters to be Replaced Number	3,800	\$ 150.00	\$ 570,000
Meter Contingency (if more meters, larger meters, etc.)			30,000
Radio Reading Devices	5,800	\$ 100.00	580,000
Meter Reading Infrastructure (server, data collectors, etc)			100,000
Installation and Project Management	5,800	\$ 90.00	522,000
Temporary Part Time Employee for 18 months			45,000
Programming Allowance to Integrate Reading Software with Billing Software			20,000
Project Contingency			<u>33,000</u>
Total Estimated Project Cost			<u>\$ 1,900,000</u>
Cost per bill over 20 year period			<u>\$ 2.73</u>

Comments on the Comprehensive Approach

- At an estimated cost of \$1.9 million, would require borrowing.
- Over a ten year period would cost approximately \$225,000 per year.
- Hopefully would not have to raise rates to fund if expected improvements in unaccounted for water are realized, though some of it would be used on debt service instead of other uses (water mains?).
- Admittedly the financial benefit could be difficult to measure during the first two or three years due to other unrelated changes in billing and consumption, such as seasonal factors (we could implement this program and water revenues still go down).
- While this option would be the most expensive, would allow the positive results to be accelerated in as fast as 18 months.
- As we would go through an RFP process, hopefully the costs could be somewhat reduced.
- Once completed would have a major positive impact on water billing operations and avoid the need to consider additional personnel in order to accomplish core tasks.

DATE November 15, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration and Community Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Repair of KLM Paddle Lights	APPROVED Gina Hassett, Director of P&R

Repairs to the KLM Platform Tennis Lights

The lights at the KLM Platform Courts were not functioning properly. When staff was making repairs to the lights it was discovered that the wiring to Courts 1-4 had dangerous connections below the courts. The Village staff agreed that based on the findings below the courts, power to Courts 1-4 should be turned off until the courts could be rewired as the conditions were a matter of life safety

Staff secured pricing from 3 vendors to rewire the 32 lights to code. Phillips Electric was the lowest price at \$16,668 dollars to make the courts up to code and safe. It is expected that work to repair the courts would take no longer then 2 weeks but could be shorter if the weather cooperates. Staff recommends we secure Phillips Electric to repair the lights in the amount of \$16, 668.

It is the height of the Platform season and the courts being without power are greatly affecting their play. The evening play has been disrupted and forced to play off site. The members who play on the courts purchase memberships through the Village annually.

Should the Committee agree with the staff the motion below would be appropriate.

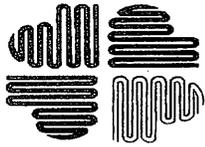
MOTION: To recommend to the Board of Trustees to approve the repairs of the KLM Platform Tennis Courts lights by Phillips Electric in the amount of \$16, 688.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGERS APPROVAL
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COMMITTEE ACTION:

BOARD ACTION:



PHILLIPS ELECTRIC, INC. INDUSTRIAL AND COMMERCIAL CONTRACTORS

November 13, 2012

To: Village of Hinsdale IL
Attn: Gina Hassett

RE: KLM Paddle Court Electrical Repairs

Phillips Electric is pleased to offer this proposal for the furnishing and installing of all electrical for the above noted project, for the base bid lump sum of sixteen thousand six hundred sixty eight dollars and no cents\$ 16,668.00

Price is Based On

4 paddle courts with 8 lights each

Scope of Work

- Remove existing exposed cable under 4 paddle courts
- Furnish and install EMT conduit, Bell boxes, and wire for lighting
- Connect existing cable running up each pole to junction box

Notes

- Electrical permit fee excluded
- All work on straight time
- Per conversation with Juan the power from each court to the electrical panel is installed in conduit, no additional conduit and wiring outside the courts is included

This proposal and job design are subject to the review of the Authority Having Jurisdiction, any change shall constitute an approved change order.

Thank you for the opportunity to present this proposal, if you have any questions please do not hesitate to call me.

Respectfully submitted,

Lou DiMenna

Project Manager / Estimator
Lou@Phillips-Electric.com

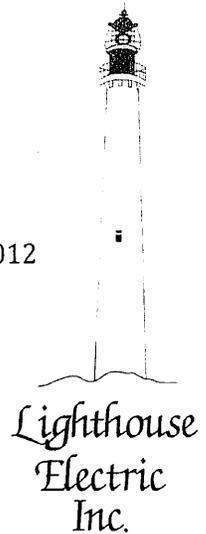
Approved by

Dated

Proposal

November 14, 2012

Gina Hassett
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521



RE: Katherine Legge Paddleball Courts

We propose the following electric work: Furnish labor and material to update the electrical lighting system for four paddleball courts. Install a complete conduit system below the deck to the existing lights on each court. Install weatherproof boxes at each light and rewire to existing circuiting. Conditions may deem necessary for court #1 conduit system to be run on the exterior.

Our quote for this electric work is sixteen thousand nine hundred dollars \$16,900.00 or \$4,225.00 per court.

Thank you for the opportunity to bid this work.

Terms: Excludes any bonds or permit fees. Payment due upon completion. Past due invoices subject to a 2% monthly service charge. All material to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon accidents, strikes, or delays beyond our control. Owner to carry fire, theft, and other necessary insurance. Our workers are fully covered by Workman's Compensation and General Liability Insurance.

Respectfully submitted: Eric Buer

A handwritten signature in black ink, appearing to read "Eric Buer", written over a horizontal line.

Acceptance: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Date _____ Signature/Title _____

Windy City Electric Company

7225 W. Touhy Avenue
Chicago, IL 60631

PROPOSAL

DATE	PROPOSAL #
11/9/2012	10157

<p>Village of Hinsdale Attn: Gina Hassett 19 E. Chicago Avenue Hinsdale, IL 60521</p>

P.O./Release #	PROJECT	ATT:
	KLM Park 11-...	Gina Hassett

DESCRIPTION	QTY	COST	TOTAL
<p>KLM Park 5901 S. County Line Road REVISED 11/14/2012</p> <p>We, the Windy City Electric Co., propose to provide all labor and material to complete the following work:</p> <p>Provide and install all conduit, wire and boxes to feed thirty-two (32) 400 watt light poles. Check load balances, proper bonding and termination connections.</p> <p>Please contact Tony McMahon with any questions, (312) 656-8111.</p>		17,850.00	17,850.00
TOTAL			\$17,850.00

Accepted by: _____

Phone #	Fax #	E-mail	Web Site
773-774-0201	773-774-4667	kathy@windycityelectric.com	www.windycityelectric.com