VILLAGE OF HINSDALE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES **MONDAY, JULY 11, 2011**

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 5:08 P.M., Monday July 11, 2011, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT:

Chairman Laura LaPlaca, Trustee Doug Geoga,

Trustee William Haarlow, Trustee Bob Saigh

ABSENT:

None

ALSO PRESENT: Dave Cook, Village Manager; George Franco, Director of Public

Services; Robert McGinnis, Director of Community Development; Dan Deeter, Village Engineer; John Finnell, Village Forester; Dan

Hopkins, Village Horticulturist; Mr. Sean Gascoigne, Planner.

Approval of Minutes – June 13, 2011

The EPS Committee reviewed the minutes from the June 13, 2011 meeting. Chairman LaPlaca and Trustee Saigh added comments to the minutes. Trustee Geoga motioned for approval of the June 13, 2011 minutes as amended. Trustee Saigh seconded. motion passed unanimously.

To Approve Agreements for the Implementation of GIS – Geographic Information Systems. Chairman LaPlaca introduced this agenda item. Staff and Mr. John Thomey, Senior Consultant for the Municipal GIS Partners, Inc., answered further questions from the Committee members. Chairman LaPlaca asked what the annual obligation for the consortium. Mr. Thomey responded that, while there are no "dues" for the consortium, the projected budget provided in the packet reflects the Village's minimum obligation each year incorporating the standard available digital information. It would require a commitment of \$85 – 90,000 per year for more enhanced digital information. Continuing the discussion from the June meeting, Trustee Geoga asked for evidence of savings associated with the introduction of GIS. Mr. Thomey clarified how the savings were calculated for the current consortium members. Mr. McGinnis addressed the benefits of GIS including improved service to residents and efficiency savings. Mr. Gascoigne discussed Burr Ridge's GIS history and Oak Brook's enthusiastic support of GIS and the consortium. Trustee Geoga acknowledged that the GIS program would benefit the Village and that the presentations had demonstrated that the consortium is the preferred method for providing GIS. However, considering the current economic conditions, Trustee Geoga felt that GIS was not a necessity and the Village could not afford it at this time. Responding to a question by Trustee Saigh, Mr. Thomey confirmed that the Village's

local area net was compatible with the consortium. The Village would not have to upgrade the current technology to operate GIS. In response to Chairman LaPlaca's question, Mr. Thomey stated that if Hinsdale withdraws from the consortium in the future, Hinsdale would own all software, maps, and data developed for the Village. In response to questions by Trustees Haarlow and Saigh, Mr. Thomey explained the security measure provide by the consortium operating system. Chairman LaPlaca asked for motions on each of the requests for board action.

To Approve a Membership Agreement between the Village of Hinsdale and the Geographic Information System Consortium. Trustee Saigh motioned to approve. Chairman LaPlaca seconded. Trustees Geoga and Haarlow voted No. Trustee Saigh and Chairman LaPlaca voted Yes. The motion was moved to the Board of Trustees.

To Approve a GIS Consortium Service Provider Agreement between the Village of Hinsdale and Municipal GIS Partners, Inc. Trustee Saigh motioned to approve. Chairman LaPlaca seconded. Trustees Geoga and Haarlow voted No. Trustee Saigh and Chairman LaPlaca voted Yes. The motion was moved to the Board of Trustees.

To Designate to the GIS Consortium Board of Directors, Sean Gascoigne, Village Planner as Director and Robb McGinnis, Director of Community Development as Alternate Director. Trustee Saigh motioned to approve. Chairman LaPlaca seconded. Trustees Geoga and Haarlow voted No. Trustee Saigh and Chairman LaPlaca voted Yes. The motion was moved to the Board of Trustees.

To Approve a Resolution for the Veeck Park Wet Weather Facility Contract Change Order Number 5 in the amount of (\$36,597.60) to John Burns Construction Company. Chairman LaPlaca introduced this agenda item. Trustee Geoga motioned to approve. Trustee Saigh seconded. The motion passed unanimously.

Chairman LaPlaca introduced the request to pave the alley between S. Bodin and Monroe, north of Chestnut Street. Since the June EPS meeting, Staff had sent letters to residents in the area and, to date, only residents on this block showed a willingness to pave their alley. The committee discussed the situation with the residents' representative, Mrs. Yu. The Committee approved the resident's request to have their alley paved and directed staff to incorporate the proposed alley storm sewer system into the Chestnut Street project.

Mrs. Cheryl Krueger, 635 S. Thurlow Street, addressed the committee concerning wood smoke trespass issues. She and her husband are concerned about the pollution created by her neighbor when they burn wood in their indoor and outdoor fireplaces. She cited articles discussing the hazards of wood smoke and requested that the committee address the issue. Chairman LaPlaca stated that the staff would research this issue.

Public Services Monthly Report

Mr. Franco updated the committee on the impact of the storm that morning, July 11, 2011, and the Fourth of July parade. Staff will continue to address downed branches and damaged trees as soon as possible. Chairman LaPlaca noted that Metra has agreed to plant evergreen trees in the vicinity of the Highland Metra station new platform turnaround area.

Engineering Monthly Report

Mr. Deeter highlighted the status of Veeck Park material removal, Garfield Road low interest loan, Oak Street Bridge replacement, 2011 Resurfacing Project, Chestnut Street Project, 50/50 sidewalk program, and the Woodlands Infrastructure Improvements.

Chairman LaPlaca proposed changing the August EPS meeting to 6:30 PM on August 16, 2011. There were no objections to this new meeting time from the Trustees.

Adjournment

With no further issues to be brought before the Committee, Trustee Saigh moved to adjourn. Chairman LaPlaca seconded. Motion carried and the meeting was adjourned at 6:42 P.M.

Respectfully submitted,

Dan Deeter Village Engineer

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE

FROM: GEORGE FRANCO

SUBJECT: PUBLIC SERVICES MONTHLY REPORT-JULY 2011

Date: 08/08/11

The Public Services Department spent the month of July continuing debris removal from the storms which affected the area on June 21st and July 11, 2011. Currently, all parkway brush has been removed, with crews now focusing on removing cracked, broken, and hanging limbs from parkway trees. Chipper crews are now focusing on debris removal from affected parkland areas. Public services staff also utilized private contractors to assist in expediting the brush and hanger removal. Contractual costs as of August 1, 2011 are \$91,122.00 for 25 days of brush clearing services. The Public Services Department would also like to thank Milton Township for aiding in brush removal with a truck, chipper, and crew through the Du Page County mutual aid program. Public service crews along with contractual crews have chipped approximately 2,610 yards of wood chips of which 2,340 yards of wood chips have been hauled off to be recycled at no charge to the Village. Currently, the count of trees which will need to be removed due to structural damage incurred by these storms is at approximately 90 trees, with crews still needing to survey the Woodlands and North of Ogden.

Public service crews also responded to 3 water main breaks during the month of July with address, pipe size, and pipe material as follows:

- 7/10/11 Washington and Hickory 8 inch Cast Iron
- 7/31/11 Hinsdale Ave. and Madison 4 inch Cast Iron
- 7/31/11 111 S. Stough St. 4 inch Cast Iron

The summer special events season continues with Public Services Department assisting with the Farmer's Market, Uniquely Thursdays, Parks Department's Party in the Park located at Robbins Park, and the annual Hoops for Life at Grant Square.

The Public Services has been involved in other projects which include:

- Public Service have started the 2011 roadway grinding and patching project. Crews have completed Maple Street from Garfield to Park and Quincy Street from Maple to Stough using 29 tons of asphalt for these repairs.
- Public Service crews have completed the repair and/or replacement of 50 water meters throughout the village.
- The Elm Inoculation program has continued, with the contractor injecting 81 trees within the village right-of-ways throughout town during July. A total of 170 Elm trees have been treated since June 2011.
- Public Service crews have been assisting with the KLM paddle tennis court additions, which includes: digging a trench to re-route storm water, running a drain pipe, excavation to build a berm, and the placement and compaction of a clay base for the berm.
- Village staff has coordinated crews to complete weekend refuse removal in parklands and the Business District.
- Two complete rounds of alley grading were completed after heavy rains in July, as well as crews spending 203 man hours to clear basin tops to help alleviate further flooding.

PUBLIC SERVICE MONTHLY REPORT FOR July 2011.00 **ROADWAY 6.00 SIGNS** 4.00 POSTS 2.00 SIGNS REPAIRED 8.00 TONS OF COLD MIX USED FOR POTHOLES 28.00 TONS OF HOT MIX 12.00 TONS OF GRAVEL FOR ALLEYS ACT. 5.00 WHITE PAINT 0.00 YELLOW PAINT 203.00 MAN HOURS BASIN TOP CLEANING 39.00 MAN HOURS ALLEY GRADING 0.00 MAN HOURS ALLEY TRIMMING 0.00 YARD OF CONCRETE SNOW / ICE 0.00 Times crews where called out for snow and ice. 0.00 Tons of road salt used 0.00 Tons of salt + calcium for walks, ramps, stairs and train platforms. TREE MAINT 0.00 TREES TRIMMED BY VILLAGE STAFF 6.00 TREES REMOVED BY VILLAGE STAFF 22.00 ELM TREES DETECTED BY STAFF 8 Pub..14 Private 0.00 ELM TREES REMOVED BY STAFF 0.00 ELM TREES THAT HAVE HAD AMPUTATED LIMBS 81.00 ELM TREES THAT HAVE BEEN INOCULATED FOR PREVENTION OF DED 0.00 TREE STUMPS REMOVED BY STAFF 0.00 TREES PLANTED BY STAFF 0.00 TREES TRIMMED BY CONTRACTOR(to date) 3.00 NON ELMS REMOVED BY CONTRACTOR 13.00 ELMS REMOVED BY CONTRACTOR **EQUIP MAINT** 14.00 SCHEDULED MAINT 23.00 UNSCHEDULED REPAIRS **WATER OPERATIONS** 108499.00 GALLON OF WATER PUMPED TO DISTRIBUTION SYSTEM 108483.00 PUMPED IN JUly 2010 40.00 FEET OF SEWER LINES CLEANED 2.00 SEWER BACKUP INVESTIGATIONS 2.00 BASINS REPAIRED 0.00 BASINS REBUILT 4.00 BASINS CLEAN FROM DEBRIS INSIDE 178.00 METER READINGS 50.00 WATER METERS REPAIRED 49.00 WATER METERS INSTALLED 0.00 HYDRANTS REPAIRED 0.00 HYDRANTS FLUSHED

- 3.00 WATER MAINS REPAIRED
- 0.00 SEWER SERVICE LOCATED
- 382.00 JULIE LOCATE REQUEST
 - 3.00 WATER CONNECT OR DISCONNECT INSPECTIONS
 - 0.00 VALVES EXERCISED
 - 0.00 VALVES REPAIRED
- 49.00 WATER METERS REMOVED
- 0.00 SEWER CONNECT INSPECTIONS
- 0.00 FOUNTAINS SERVICED

PARKS MAINTENANCE

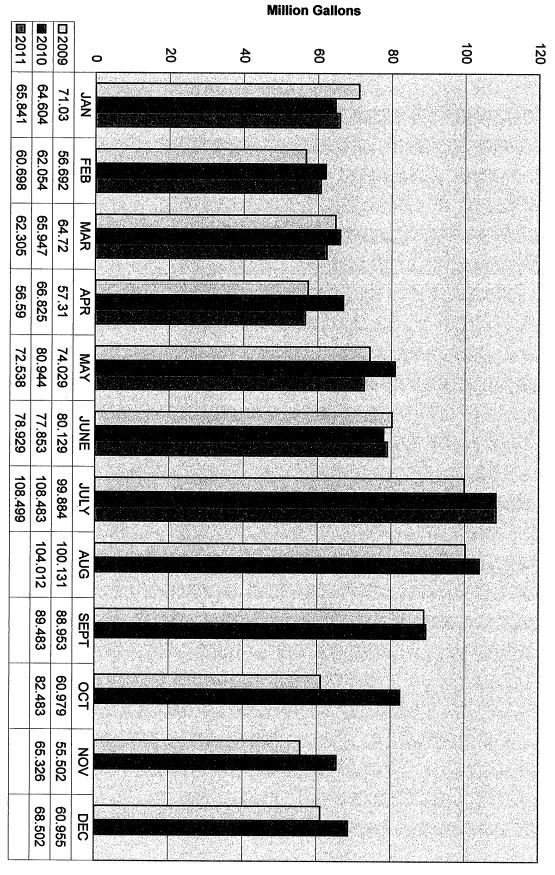
Parks maintenance crews have been keeping up with general maintenance which includes garbage and litter pick, cleaning of the restrooms, and maintenance to all athletic fields. All contractual landscape maintenance has been completed, as well as watering of flower beds and pots in the business district.

Staff completed safety checks on all playground equipment, making repairs as necessary. A large amount of graffitti was removed at the Veeck skate park. Crews aerated the Memorial Biulding grounds and Burlington Park, cleared branches in parklands, and began trimming hedges throughout the village.

BUILDING MANTENANCE

Building maintenance crews have been monitoring and servicing cooling systems which has included washing all outdoor air conditioning condensers at Village owned buildings. Crews completed service calls to the following locations: Brush Hill Depot lighting contactor repair, the main platform lighting repair, the Police Department roof top exhaust fan, the Police/Fire Dept. sewage ejector pumps, Burns Fieldhouse glass repair, and Memorial Building generator repairs.

MONTHLY PUMPAGE



VILLAGE OF HINSDALE - IL 0434520 MONTHLY REPORT

			Finished	Water			
Day	Dist x1000	Free CL ₂ Avg (mg/l)	Turbidity Avg (NTU)		ӉО Тетр Average	Air Temp Average	Total Precip
1	3222	0.77	0.03	1.00	61	80	0.00
2	3348	0.81	0.03	1.03	62	87	0.00
3	3231				62		0.00
4	3308	0.88	0.03	0.98	62	80	0.00
5	3844	0.89	0.03	1.01	63	90	0.00
6	3961	0.83	0.03	1.06	63	85	0.00
7	3373	0.84	0.03	1.07	63	80	0.00
8	3778	0.86	0.03	1.09	63	79	0.00
9	3973	0.88	0.03	1.10	63	90	0.00
10	4153				64		0.00
11	3158	0.91	0.04	1.06	65	85	0.00
12	3043	0.89	0.03	1.07	65	94	0.00
13	3531	0.79	0.04	1.02	65	72	0.00
14	3673	0.81	0.03	1.04	64	84	0.00
15	4047	0.83	0.04	1.05	65	88	0.00
16	3978	0.83	0.04	1.01	65	89	0.00
17	4197				66		0.00
18	4392	0.84	0.04	1.08	67	90	0.00
19	4415	0.81	0.04	1.09	67	95	0.00
20	4501	0.79	0.04	1.08	68	98	0.00
21	4628	0.81	0.04	1.09	68	99	0.00
22	3826	0.83	0.04	1.10	68	89	1.00
23	2803	0.77	0.04	1.03	69		3.40
24	2355				69		0.00
25	2863	0.82	0.04	1.07	69	86	0.00
26	3222	0.84	0.04	1.04	68	87	0.00
27	3346	0.82	0.04	1.07	68	83	0.00
28	2496	0.83	0.04	1.03	68	87	0.95
29	2448	0.82	0.04	1.06	69	88	0.90
30	2693	0.84	0.04	1.07	68	90	0.00
31	2693				68		0.00

Day	Dist x1000		Turbidity Avg (NTU)			Air Temp Average	Total Precip
Sum:	108499		·				6.25
Avg:	3500	0.83	0.04	1.05	66	87	0.20
Мах:	4628	0.91	0.04	1.10	69	99	3.40
Min:	2355	0.77	0.03	0.98	61	72	0.00

Reported By: Mark Pelhoushi

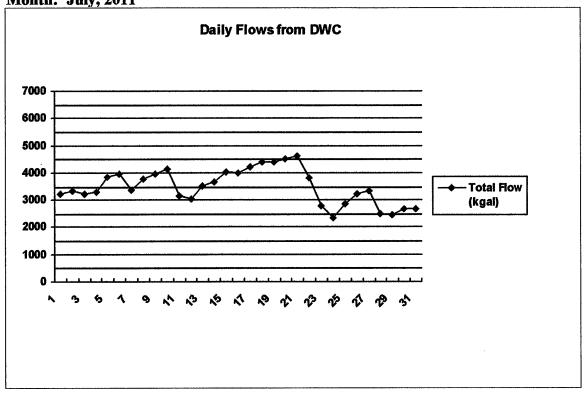
ê	
í	
	_
	-
١	*
	`
	90
	-
3	4
١	
	•
i	8/2/2011 9:56:48 AM
	9
	-
	-
i	
ŀ	-
	\sim
	Ν.
	•
	5.4
	•
	96
	-
	- 29
	a)
	12
	15
	,,,
	- 65
	-3
	~
	-65
	-2
	. ~
	$\overline{}$
	70
	•
	•
	~
	-
	Report Generated:
	~~
	-

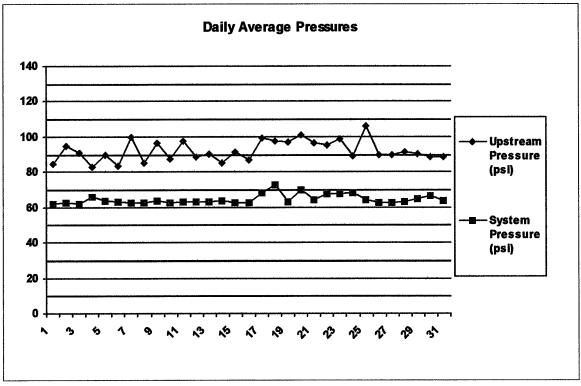
		- Flow		—CI Davidual	idual	T h. die.	The said	11 TO T 12.		
6	Valve 1	Valve 2	Total	Analyzer	Lab	1 urotatiy Average	Finoriae	n, o temp Average	Aur Lemp Average	1 otat Precin
Day	(kgal)	(kgal)	(kgal)	(mdd)	(mdd)	(NTU)	(mdd)	(F)	(F)	(in)
-	3222	0	3222	0.79	0.77	0.03	1.00	61	08	0.00
7	3348	0	3348	0.76	0.81	0.03	1.03	62	87	0.00
ო	3231	0	3231	0.82				62		0.00
4	3308	0	3308	0.85	0.88	0.03	0.98	62	08	0.00
5	3844	0	3844	0.82	0.89	0.03	1.01	63	8	0.00
9	3961	0	3961	0.81	0.83	0.03	1.06	63	85	00.0
7	3373	0	3373	0.81	0.84	0.03	1.07	63	08	0.00
∞	3778	0	3778	0.79	0.86	0.03	1.09	63	79	0.00
6	3973	0	3973	0.79	0.88	0.03	1.10	63	8	0.00
10	4153	0	4153	0.80				2		0.00
11	3158	0	3158	0.80	0.91	0.04	1.06	65	85	0.00
12	3043	0	3043	0.75	0.89	0.03	1.07	65	z	0.00
13	3531	0	3531	0.76	0.79	0.04	1.02	65	22	0.00
14	3673	0	3673	0.77	0.81	0.03	1.04	2	\$	0.00
15	4047	0	4047	0.71	0.83	0.04	1.05	65	88	0.00
16	3978	0	3978	0.81	0.83	0.0	1.01	65	68	0.00
17	4197	0	4197	0.83				99		0.00
18	4392	0	4392	0.83	0.84	0.04	1.08	29	8	0.00
19	4415	0	4415	08'0	0.81	0.04	1.09	<i>L</i> 9	95	0.00
8	4501	0	4501	0.79	0.79	0.04	1.08	89	86	0.00
21	4628	0	4628	0.79	0.81	0.04	1.09	89	66	0.00
77	3826	0	3826	98.0	0.83	0.0	1.10	89	68	1.00
23	2803	0	2803	0.82	0.77	0.04	1.03	89		3.40
24	2355	0	2355	0.83				69		0.00
25	2863	0	2863	0.82	0.82	0.04	1.07	69	%	0.00
7 6	3222	0	3222	0.84	0.84	0.04	<u>8</u> .1	89	. 87	0.00
27	3346	0	3346	0.78	0.82	0.04	1.07	89	83	0.00
78	2496	0	2496	0.78	0.83	0.04	1.03	89	87	0.95
59	2448	0	2448	0.84	0.82	0.04	1.06	69	88	0.90
30	2693	0	2693	0.83	0.84	0.04	1.07	89	8	0.00
31	2693	0	2693	0.76				89		0.00
Sum:	108499	0	108499							6.25
Avg:	3500	•	3200	0.80	0.83	0.04	1.05	99	%	0.20
Max:	4628	0	4628	98.0	0.91	0.04	1.10	89	8	3.40
1/2										

referent de entre la monte de la monte della monte de la monte de la monte della monte del	II 9:56:48 AM
1	enerated: 8/2/2011 9::
DECEMBER TO SOME SECRETARION OF	Report G

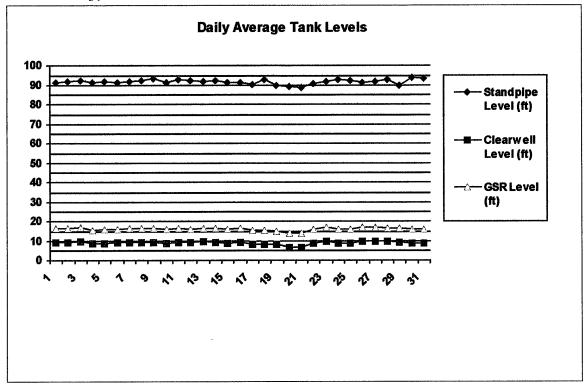
	Flow		Tank Levels -		- Pressures -	1 30.1	Pw	- Pumn Run Timos	30
Dav	Total	Standpipe	Clearwell	GSR	Upstream	System	HSP1	HSP2	HSP3
,	(kgal)	Œ	(tt)	(ft)	(psi)	(psi)	(hr)	(hr)	(hr)
_	3222	90.5	9.4	16.5	92.4	65.2	0.0	0.0	5.3
7	3348	8.06	9.5	16.6	91.8	65.6	0.0	0.0	5.0
3	3231	91.1	9.4	16.4	93.9	65.6	0.0	0.0	4.8
4	3308	90.0	9.2	16.3	91.8	65.4	0.0	0.0	6.3
5	3844	89.4	8.9	16.0	90.5	65.7	0.0	0.0	5.4
9	3961	88.6	9.1	16.2	93.1	65.6	0.0	0.0	0.9
7	3373	8.06	9.4	16.5	93.3	65.5	0.0	0.0	5.2
∞	3778	89.6	9.5	16.6	91.9	65.8	0.0	0.0	4.4
6	3973	89.7	9.2	16.3	91.4	66.3	0.0	0.0	6.1
01	4153	88.2	9.0	16.1	92.2	0.99	0.0	0.0	8.5
11	3158	89.5	9.3	16.4	92.7	64.7	0.0	0.0	1.2
12	3043	91.3	9.4	16.5	95.2	65.4	0.0	0.0	5.1
13	3531	90.5	9.5	16.6	91.8	65.7	0.0	0.0	6.2
14	3673	90.2	9.4	16.5	93.0	0.99	0.0	0.0	5.1
15	4047	988.6	9.2	16.3	92.0	62.9	0.0	0.0	6.2
91	3978	89.3	9.2	16.3	92.7	66.1	0.0	0.0	5.2
17	4197	88.3	9.2	16.4	91.1	66.2	0.0	0.0	7.3
<u>&</u>	4392	87.5	8.4	15.6	91.0	0.99	0.0	0.0	2.5
19	4415	87.7	8.6	15.8	91.9	66.1	0.0	0.0	5.7
20	4501	85.9	8.1	15.3	92.7	65.9	0.0	0.0	4.5
21	4628	84.9	7.2	14.4	91.9	65.2	0.0	0.0	3.4
22	3826	88.5	8.6	15.7	91.6	65.0	0.0	0.0	1.9
33	2803	91.3	9.4	16.5	92.6	64.9	0.0	0.0	4.1
24	2355	9.06	9.4	16.6	95.5	64.2	0.0	0.0	4.4
25	2863	91.0	9.4	16.5	92.9	84.8	0.0	0.0	5.1
7 6	3222	90.5	0.6	16.1	91.6	65.1	0.0	0.0	3.0
27	3346	89.4	9.6	16.7	92.1	65.1	0.0	0.0	4.3
%	2496	90.4	6.6	17.1	94.0	4.1	0.0	0.0	2.8
67	2448	8.06	9.5	16.7	93.6	64.3	0.0	0.0	5.1
30	2693	7.06	9.3	16.4	93.3	7.79	0.0	0.0	4.5
<u></u>	2693	6.06	9.4	16.5	94.5	64.6	0.0	0.0	5.7
Sum:	108499						0.0	0.0	150.3
Avg:	3500	9.68	9.1	16.3	92.6	65.4	0.0	0.0	4.8
Max:	4628	91.3	9.9	17.1	95.5	66.3	0.0	0.0	8.5
Min:	2355	84.9	7.2	14.4	90.5	64.1	0.0	0.0	1.2

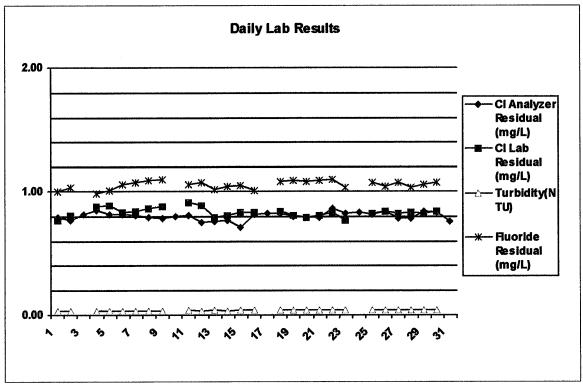
VILLAGE OF HINSDALE, SYSTEM TRENDS



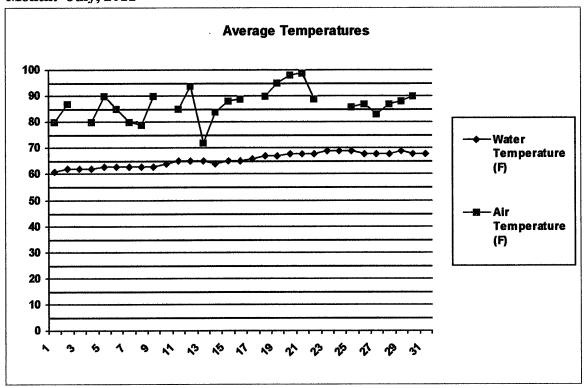


VILLAGE OF HINSDALE, SYSTEM TRENDS





VILLAGE OF HINSDALE, SYSTEM TRENDS



High Service and Well Pump Maintenance July 2011

High Service Pump Motors

High Service Pump Motor #1- Check oil and lubricate grease fittings
High Service Pump Motor #2- Check oil and lubricate grease fittings
High Service Pump Motor #3- Check oil and lubricate grease fittings
High Service Pump Motor #4- Check oil and lubricate grease fittings

Well Pump Motors

Well #2 Pump Motor- Check oil, grease fittings, ran for Bacteria Testing
Well #5 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing
Well #8 Pump Motor- Check oil, grease fittings, in service for Office Park chillers
Well #10 Pump Motor- Check oil, grease fittings, and ran for Bacteria Testing

MONTHLY REPORT FOR July 2011

# of Bacteria samples	<u>25</u>
# of field chlorine	<u>21</u>
# of field turbidities	<u>21</u>
# of lab chlorine	<u>26</u>
# of lab turbidities	<u>26</u>
# of lab pH	<u>26</u>
# of lab fluoride	<u>26</u>
# of precipitation readings	<u>4</u>
# of temperature readings(air)	<u>25</u>
# of temperature readings(water)	<u>26</u>
# of DBP samples	<u>0</u>
# of Pumps serviced	<u>8</u>
# of Lead/Copper Samples	<u>13</u>
# of Sprinkling Notices	<u>122</u>

TO: CHAIRMAN LAPLACA AND THE EPS COMMITTEE

FROM: GEORGE FRANCO

SUBJECT: COSTS FOR DEBRIS REMOVAL

DATE: 08/08/11

The Public Service Department has compiled an approximate list of costs associated with the storms which affected Hinsdale during the months of June and July. The costs are as follows:

	TOTAL	\$110,904.62
7.	Fuel Costs (estimated)	\$ 5,355.75
6.	Overtime	\$10,399.77
5.	Street Sweeping	\$ 2,177.24
4.	Repair Parts (chippers/chainsaws)	\$ 1,849.86
3.	Landscape Concepts (bucket & chipping crews 2 days)	\$ 7,480.00
2.	Yardart Services (chipping crew 7 days)	\$11,950.00
1.	AutumnTreeCare(bucket & chipper crews 25 days)	\$71,692.00

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

TO: CHAIRMAN LA PLACA AND THE EPS COMMITTEE

FROM: GEORGE FRANCO

SUBJECT: PERMISSION TO SEEK BIDS

Date: 8/4/2011

Staff is requesting the permission to seek bids on the following items:

- 1. Memorial Hall tuck pointing and spot section tuck pointing.
- 2. Painting of the Memorial Building clock tower and west entrance to Village Hall.

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

TO:

CHAIRMAN LAPLACA AND THE EPS COMMITTEE

FROM:

GEORGE FRANCO, DIRECTOR OF PUBLIC SERVICES

SUBJECT:

PROPOSED PARKWAY TREE REMOVAL AT 322 HILLCREST

DATE:

AUGUST 9, 2011

Mr. Chris Nash at 322 Hillcrest Avenue has requested permission to remove a silver linden tree located in the parkway in front of the home. The request to remove the tree is being made due to planned new construction and a new driveway configuration. Additional information is detailed in the following letter from the resident.

The silver linden has an 8.0" trunk diameter at 4.5' above grade. The tree's condition is good, and the shoot growth is vigorous. There are no significant visible structural defects in the trunk, or scaffold branches. The tree has a healed over scar in the trunk, most likely from mechanical damage. There are numerous surface roots at the base of the tree. The tree has a balanced habit, and is spaced well with the other parkway trees.

Staff is requesting direction from the Committee in responding to this request presented by Mr. Nash.

GENESIS SURVEYING & ENGINEERING, P.C.

LAND SURVEYING, CIVIL ENGINEERING AND CONSTRUCTION LAYOUT ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002922
71 W. 61st Street, Westmont, IL 60559
PHONE (630) 271-0930 FAX (630) 271-0933

July 22, 2011

Village of Hinsdale 333 South Green Street Hinsdale, Il 60521 Attn: George Franco

RE:

322 Hillcrest Avenue

Parkway Tree Removal Request

Mr. Franco,

I am writing this letter on behalf of the current property owner of 322 Hillcrest Avenue, Mr. Chris Nash, to formally request permission from the Village of Hinsdale for permission to remove a parkway tree in the course of a residential teardown project scheduled to begin in August.

The proposed driveway apron for the new residence is proposed to exit the property in the area now occupied by the parkway tree in question. Genesis created a few different geometric designs for the driveway to determine the safest and most user-friendly design possible. This property has a substantial slope (approximately 8%) from the site of the proposed residence location down to the parkway. Both the owner and our design team arrived at the conclusion that any driveway design with a substantial amount of curvature with that slope would create an unsafe condition during wet or icy weather and that the hazards to vehicular and pedestrian traffic would be unacceptable high. The proposed driveway has straight geometry along the south property line providing the highest degree of safety. A copy of the preliminary engineering plan for the proposed residence is included with this letter to shown the location of the proposed driveway and existing parkway tree.

The tree in question is a 6" diameter American Basswood located in the parkway near the south property line of the subject property. The subject tree has a major basal trunk defect, presumably from a vehicular impact and this may create a hazard as the tree ages. Additionally, the parkway in question is very small (approximately 5' from sidewalk to back of curb) and will not accommodate the full growth girth of this particular tree without creating significant sidewalk damage in the future. Also, the neighboring parkway tree located to the north is the exact same species, which creates an unappealing lack of diversity and creates the potential for disease and/or pests to be easily transmitted from one tree to the other.

The owner is aware and accepting of the fact that replacement tree(s) will be required upon the removal of the tree in question. It is our understanding that the replacement requirement is for the total cumulative diameter of the replacement trees to

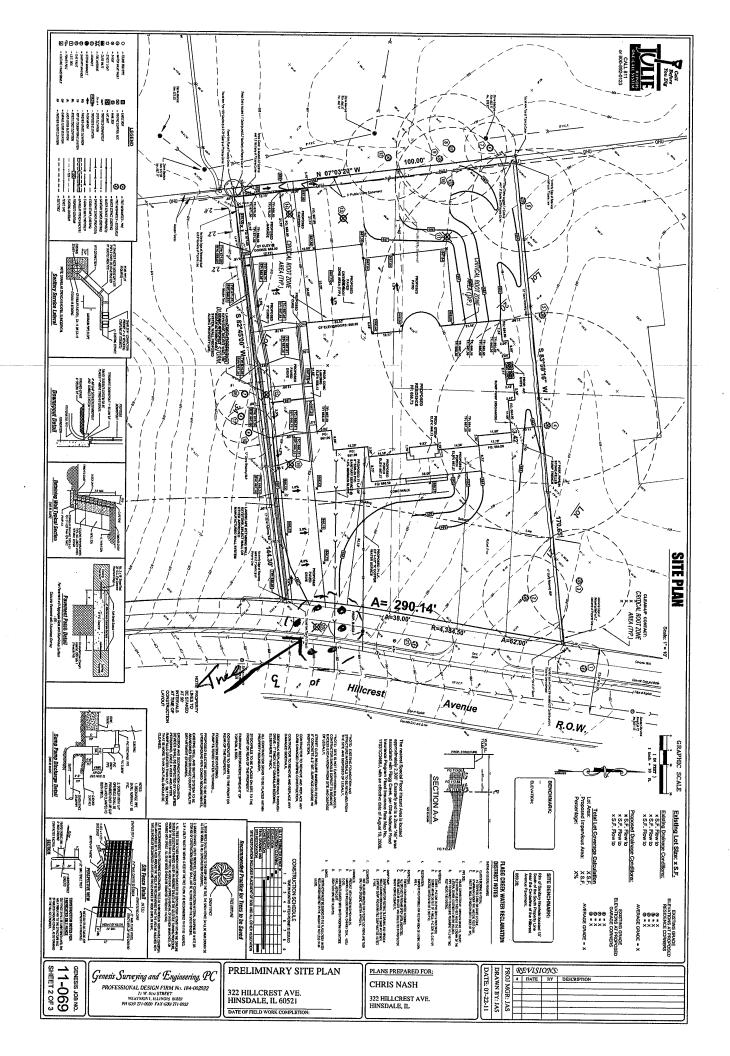
equal that of the removed tree. There is adequate room along the parkway for the planting of two 3" diameter trees to replace the removed tree. The species and exact locations of the replacement trees shall be determined and shown on the proposed site engineering plan for the proposed residence after approval for the removal of the existing tree is granted.

If there are any questions regarding this letter, please contact our office at (630) 271-0930.

Thank you for your attention,

Jeffrey A. Spirek, PE, SIT

Genesis Surveying and Engineering, P.C.



TO: Chairman LaPlaca and EPS Committee

FROM: Engineering Department

DATE: August 16, 2011

RE: Engineering Monthly Report

The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaint calls. In total, 133 site inspections were performed for the month of July by three Engineering employees.

The following capital improvement projects and engineering studies are also underway.

Veeck Park Wet Weather Facility

The Village has coordinated with Earth, Inc. for removal of the stockpile. In August, Earth, Inc. will haul material off-site on those days where both parties agree that the fields are dry.

Oak Street Bridge Replacement Engineering Phase 1/Environmental Assessment

July 2011 Activities

- Presented project at IDOT/FHWA Coordination meeting at IDOT District One on 7/13/11.
- Prepared summary of Community Working Group Meeting #2
- Prepared draft alternatives screening methodology
- Submitted draft results of travel demand modeling / traffic forecasting
- Continued alignment studies for new Oak Street Bridge
- Continued coordination of environmental data with IDOT District One BLRS
- Conducted Project Review Meeting with Hinsdale staff on 7/27/11

August 2011 Planned Activities

- Continue to coordinate environmental data collection with IDOT District One BLRS
- Complete travel demand modeling / traffic forecasting
- Continue alignment studies for new Oak Street Bridge
- Prepare for Public Information Meeting #2

2011 Resurfacing Project

July 2011 activities:

- Pre-Construction Meeting with Brothers Asphalt 07/13/11
- Brothers Asphalt begins mobilization process
- Staff identifies additional infrastructure improvements for consideration in the project

August 2011 proposed activities:

- Continue coordination with contractors for resurfacing the following additional areas:
 - o First Street from Park to Elm
 - o Fourth Street from Oak to County Line Road
 - Fourth Street from Elm to Oak
 - o Third Street from Garfield to Park
 - o Third Street from Elm to Oak
 - o Select pavement patching on Eighth Street between Garfield and County Line Road
- Construction begins 08/08/11
- Estimated completion date: 10/15/11 (weather dependent)

Chestnut Street Sewer Separation Project

July 2011 activities

Coordination with IEPA on State Revolving Fund loan application (bid document review)

August 2011 proposed activities:

- Pre-construction meeting with Martam Construction 08/09/11
- Estimated: IEPA loan approval 08/18/11
- Estimated construction start: 08/22/11
- Estimated Phase 1 completion: 11/18/11 (weather dependent)

Woodlands Green Infrastructure Improvements

July 2011 activities

- Woodlands HOA straw poll
- Conduct soil borings

August 2011 planned activities (dependent on straw poll and concept plan comments)

- Complete Stormwater modeling
- Roadway profiles and cross sections 60% completion
- 60% Plans, Specifications, and Engineer's Estimate submitted to Village

Other Engineering Activities

2012 Resurfacing. The proposal for design engineering of the 2012 Resurfacing Project has been awarded to J.J. Benes & Associates. A general schedule for that project is:

Develop design and construction documents

2H2011

Bid for construction of the project

4Q2011 - 1Q2012

Construction starts

Spring 2012.

2012 Reconstruction (N. Washington Street). Staff has determined that, from an engineering perspective, it would be advantageous for one block of E. Walnut Street to be included in the N. Washington Street Reconstruction project. This block is currently scheduled for reconstruction in 2014.

Clark Dietz's change order for additional survey and design on the E. Walnut Street block is included in the EPS packet. The general schedule for that project is:

Complete design and construction documents

2H2011

Bid for construction of the project

4Q2011 - 1Q2012

Construction starts

Spring 2012

IDOT Ramp Resurfacing Plans IDOT will be opening bids for a Ramp Resurfacing Project on August 5, 2011. This project will improve the surfaces of the ramps off of Illinois Route 83 at Ogden Avenue and 55th Street as well as others ramps in the general area (see attached plans cover sheet). This project will include work at night and ramp closures. Staff will post the construction dates on the Village website once they are announced.

State and Federal Funding Opportunities

A summary of the Grant Funds Awarded to or Applied for by the Village of Hinsdale is attached. The IEPA announced the recipients of the \$5,000,000 Illinois Green Infrastructure Grant (IGIG). The Woodlands application was not one of the finalists this year. (There was \$50M worth of projects competing for the \$5M available.) The Village has the opportunity to again apply for the IGIG funds at the end of this year.

Cc: President and Board of Trustees

Dave Cook

	Bar Screen Channel	Overflow Height	Storage Tank	
	Down Stream	Above	Elevation	Precipitation
Date	(feet)	Weir (feet)	(feet)	(inches)
07/01/11	0.02		3.14	
07/02/11	0.00		3.39	
07/03/11	0.00		2.60	
07/04/11	0.00		3.31	
07/05/11	0.00		3.59	
07/06/11	0.00		3.74	
07/07/11	0.00		2.42	
07/08/11	0.00		2.80	
07/09/11	0.00		3.10	
07/10/11	0.00		2.12	
07/11/11	1.58		10.24	0.40
07/12/11	0.00		2.07	
07/13/11	0.00		2.42	
07/14/11	0.00		3.32	
07/15/11	0.00		3.50	
07/16/11	0.00		2.12	
07/17/11	0.00		3.06	
07/18/11	0.03		3.41	
07/19/11	0.00		3.45	
07/20/11	0.00		2.52	
07/21/11	0.00		2.73	
07/22/11	0.27		18.13	1.00
07/23/11	0.00	0.44	26.00	3.40
07/24/11	0.06		10.84	
07/25/11	0.00		3.25	
07/26/11	0.01		3.62	
07/27/11	0.01		3.78	
07/28/11	0.64		17.06	0.95
07/29/11	5.49		23.45	0.90
01/00/00	0.00		0.00	
01/00/00	0.00		0.00	

TO:

Chairman LaPlaca and EPS Committee

FROM:

Engineering Department

DATE:

August 16, 2011

RE:

Residents' Request Concerning the S. Thurlow/Madison Alley

Subsequent to the July 2011 EPS meeting, sixteen residents of the S. Thurlow/Madison alley immediately north of Chestnut Street have requested support from the Village to address alley drainage in conjunction with the Chestnut Improvement Project. The Chestnut Street project includes storm sewer stubs at each alley for future connection. Storm sewer beyond the Chestnut right-of-way would be an extra to the Chestnut Street project. The most cost effective solution for the S. Thurlow/Madison alley is to grade the alley to drain generally south* and to install a storm inlet in the vicinity of 38 S. Madison. The estimated cost of the storm sewer line is \$8,600.

The residents of the S. Thurlow/Madison alley would then pay to have the alley paved per the Village alley paving detail. To date, no other residents in the vicinity have gathered the resources and indicated their intention to pave their gravel alley.

*Note: During major storm events, stormwater would continue to follow the natural, over-land drainage pattern from west to east.

cc:

President and Board of Trustees

David Cook

Ms. Laura LaPlaca, Chair Mr. Doug Geoga Mr. Bill Haarlow Mr. Robert Saigh Environment & Public Services Committee Village of Hinsdale 19 E. Chicago Avenue

Re: Alley Paving

Hinsdale, IL 60521-3489

Dear EPS Committee Members:

We are writing in response to the Village of Hinsdale memo we received dated June 30, 2011 and subsequent discussions/emails with Mr. Daniel Deeter, Village Engineer.

We have surveyed the homeowners on Madison Street and Thurlow Street between Chicago Avenue and Chesnut Street. The survey results indicate 15 homeowners in favor of paving the alley. Enclosed is the original Petition including individual homeowner signatures in support of the alley paving project. We also know that the homeowner at 18 S. Madison has called Daniel Deeter directly and expressed an interest in the alley paving project. We have yet to secure the signature of this homeowner on the Petition due to their travel schedule.

Please consider our Petition of interest in paving the alley located between Thurlow Street on the west, Madison Street on the east, Chicago Avenue on the north, and Chestnut Street on the south.

Susan Williams

37 S. Thurlow Street

Telephone 630 887-1195

Email svwilliams23@scbglobal.net

Hinsdale, IL 60521

Lusan Williams

Please contact us if you have any questions in this regard.

Sincerely,

William E. Murray

(Whillen & Wiman

34 S. Madison Street

Hinsdale, IL 60521

Telephone 630 655-1369

Email bmurray@goco.com

cc: Daniel Deeter, Village Engineer

Enclosures

which is attached, respectively submit to you this petition of our interest to have the alley paved between Thurlow Street on the west and Madison Street on the We the undersigned homeowners residing on Thurlow Street and Madison Street, in response to the Village of Hinsdale memo dated June 30, 2011, a copy of east between Chicago Avenue on the north and Chestnut Street on the south.

くしてはいく S. I hinchold Address 5 11-4c-L 1-52-11 JOHN WILLIAMS W I CHAZ Name (Printed) CHNIFER Name (Signature) Sono,

which is attached, respectively submit to you this petition of our interest to have the alley paved between Thurlow Street on the west and Madison Street on the We the undersigned homeowners residing on Thurlow Street and Madison Street, in response to the Village of Hinsdale memo dated June 30, 2011, a copy of east between Chicago Avenue on the north and Chestnut Street on the south.

Address 34 S. MADISON ST. 30 S. MADISON ST. 38 S. MADISON ST. 14 S. MADISON ST. 22 S. MADISON ST.	
Date Signed $\frac{7/2!}{l!}$ $\frac{7/2!}{l!}$ $\frac{7/2!}{l!}$ $\frac{7/25!}{l!}$ $\frac{7/25!}{l!}$	
Name (Printed) JANICE & BILL MURRAY (AUISSA+CHOS KAPLAD JARSON AND JANELD. SCOTT MADNALD. CERALD LEE	
Name (Signature) Carlssat Chis Kapler Sector Chis Kapler Sector Chis Kapler Sector Chis Kapler	



POLICE DEPARTMENT 789-7070 FIRE DEPARTMENT 789-7060 121 SYMONDS DRIVE 19 EAST CHICAGO AVENUE HINSDALE, ILLINOIS 60521-3489 • (630) 789-7000 Village Website: http://www.villageofhinsdale.org

June 30, 2011

VILLAGE PRESIDENT Tom Cauley

TRUSTEES
J. Kimberley Angelo
Christopher J. Elder
Doug Geoga
William N. Haarlow
Laura LaPlaca
Bob Saigh

CHESTNUT STREET INFRASTRUCTURE IMPROVEMENTS

The Village has opened bids for the Chestnut Street Infrastructure Improvements on May 26, 2011. The qualified low bidder was Martam Construction Company. The Village is currently awaiting approval for a State Revolving Fund (SRF)(low interest) loan through the Illinois EPA. Once this approval is received, the project will begin as soon as possible. Construction will be phases through the second half of 2011 and into 2012. The improvements on this project include:

Street	From	To	Length	<u>Activities</u>
Chestnut Street	Quincy	Vine	2870	Sewer Separation Sanitary sewer lining
Quincy Street	Chicago	Town Pl.	806	Sewer Separation
Bruner Street	Chicago	Chestnut	590	Sewer Separation
Alley Improvements	Chestnut	S. End	313	Storm Sewer
Bodin Street	Chicago	Chestnut	612	Sewer Separation
Thurlow Street	Chicago	Chestnut	638	Sewer Separation
	_			Water Main replacement
				Sanitary Sewer replacement

The Village is requesting feedback from residents with alleys contiguous to the Chestnut Street project concerning alley improvements. Historically, the Village has maintained unimproved (aggregate) alleys. However, an individual or group of residents may petition the Village to pave all or a portion of their alley. The Village would pay the cost for alley utility installation (if necessary) and the residents would pay the paving costs (including asphalt and stone). Since there will be road builders working on the Chestnut Street project, there may be an opportunity for reduced construction costs for the alley improvements. Thus, the Village is investigating resident interest in alley paving.

If you are interested in having your alley paved, please call or e-mail Dan Deeter, Village Engineer prior to July 8, 2011 at 630-789-7039 or ddeeter@villageofhinsdale.org.



Republ 1/1/11

Village of Hinsdale Grant Funds Awarded in 2009 - 2011

\$19,335,700				Total
\$444,160	Documents received 7/05/11	Garfield Sewer Separation	ARRA/State Revolving Loan	IEPA
\$150,000	IDNR to award in May 2011	Improvements to KLM	OSLAD	IDNR
\$3,830,000	2015 Capital Budget	Oak Street Bridge	STP Program	DuPage Mayors & Managers
\$150,000	Upon Project Completion	KLM Park Pavilion	Bond Proceeds	Lyons Township
\$389,540	20% released October, 2010	Road Improvements	State Capital Bill	New Local Transportation Projects
\$340,000	Upon issuance of bonds	N. Washington Reconstruction	State Capital Bill	Representative Bellock
\$300,000	Upon Project Completion	Street resurfacing	Emergency Repair Program	Senator Dillard & Rep Bellock
\$1,632,000	Paid Through IDOT	S. Garfield Reconstruction	Federal Stimulus	DuPage Mayors & Managers
\$680,000	July 2010 - 80/20	Oak Street Bridge Phase I	Federal Highway Bridge Program	Illinois Dept of Transportation
\$395,000	n 50/50 Reimbursement	Oak Street Bridge Eng/Construction 50/50 Reimbursement	Car Sale Proceeds	West Suburban Mass Transit
\$825,000	Effective January 1, 2011	Oak Street Bridge	State Capital Bill	Senator Dillard
\$10,200,000	2015 Capital Budget	Oak Street Bridge - 60% Funding	Crossing Safety Improvement Program Oak Street Bridge - 60%	Illinois Commerce Commission
Amount	Funds Available	Purpose	Program	Source

Village of Hinsdale Grant Applications Under Consideration

Source IEPA	Program ARRA/State Revolving Loan	Purpose Chestnut Sewer Separation	Status IEPA to award in 2010/11
IDOT	AKKAState Kevolving Loan Federal Highway Bridge Grant	Oak Street Bridge Phases II & III	Committed to by IDOT
IDNIB	DVDU	Unamada KI M Floatnical Source	IDNR to award in
IUZR	PARC	Opgrade NLM Electrical Service	IDNA 10 awaru iii 2011
Total			

DATE: August 16, 2011

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING	
SECTION NUMBER EPS Agenda	DEPARTMENT Community Development	
ITEM Contract Change Order #1	APPROVAL Dan Deeter	
Clark Dietz, Inc. Chestnut Street -	Village Engineer	
Construction Phase Engineering Services		

Staff is recommending approval of the attached change order 1. Per the IEPA requirements, Clark Dietz would have to advertise for the materials testing sub-consultant for two weeks to meet Disadvantaged Business Enterprise (DBE) rules. If the Village hires the materials testing sub-contractor directly, we do not have to advertise for two weeks. In order to expedite the review and approval of the IEPA loan application, staff is recommending that the \$15,000 materials testing line items in the currently approved contract should be removed and the Village will contract directly with a materials testing company for the same amount.

As required for contracts receiving State Revolving Fund (SRF) loans, the attached paragraphs addressing Disadvantaged Business Enterprises, non-discrimination, provisions of Section 356.630 of Title 35 of the Illinois Administrative Code, and a "Certification Regarding Disbarment, Suspension, and Other Responsibility Matters" have been added to the contract.

MOTION: To Approve a Resolution for the Chestnut Street – Construction Phase Engineering Services, Construction Contract Change Order Number 1 in the amount of (\$15,000.00) to Clark Dietz, Inc.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION:			<u> </u>
BOARD ACTION	V:			

RESOLUTION NO.

A RESOLUTION APPROVING CERTAIN CONTRACT CHANGE ORDER

WHEREAS, the Village of Hinsdale (the "Village") and Clark Dietz, Inc. ("Clark Dietz") has entered into that certain Contract (the "Contract") providing for construction phase engineering services of the Chestnut Street Sewer Separation 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.

<u>Section 4.</u> <u>Execution of Change Order</u>. The Village Manager is authorized to execute the Change Order on behalf of the Village.

<u>Section 5.</u> <u>Effective Date.</u> 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.	• 1.
		Village President	
ATTEST:			
Village Clerk			

Exhibit A VILLAGE OF HINSDALE CHANGE ORDER

Project: Location:		Chestnut Street Sewer Separ	Change Order No. 1	
	ion: actor:	Chestnut Street Clark Dietz, Inc.		Contract No N/A Date: 08-16-2011
I.	A.	Description of Changes Invo Removal of the construction Addition of IEPA required c	materials testing line iten lauses to the contract incl	ns from the contract. uding Disadvantaged
		Business Enterprises, non-di 35 of the Illinois Administra Disbarment, Suspension, and	tive Code, and a "Certific	ation Regarding
	В.	Reason for Change: To expedite the IEPA review	v and approval.	
	C.	Revision in Contract Price:	Total: Reduction \$15,00	00.00
II.	Adjus	stments in Contract Price:		
1. 2.	Net (a	nal Contract Price addition) (reduction) due previous Change Orders	\$ 281,949.00	• 1-
3.	Nos. Contr	act Price, not including	\$ 0.00	
4.	this C	Change Order tion) (Reduction) to Contract	\$ 281,949.00	
5.	Price	due to this Change Order act Price including this	\$ (15,000.00)	
<i>.</i>		ge Order	<u>\$ 266,949.00</u>	
Accep Contr		Clark Dietz, Inc.		
By:		NO. 144-		
	Signa	ture of Authorized Representa	tive D	ate
Villag	ge of Hi	nsdale:		
By:	Signo	ture of Authorized Representa	tiva D	ate
	מוואומ	iaio oi Mullolizeu Nebreseniai	LIVE IJ	MIC

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

Project Name ("Project")			
CHESTNUT STREET - CONSTRUCTION PHASE	ENGINE	ERING SERV	VICES
This Amendment to the Professional Services Agreement	nt dated	3/15/11	is by and between:
Village of Hinsdale ("Client") 19 East Chicago Avenue Hinsdale, IL 60521-3489			• :.
and,			
Clark Dietz, Inc. ("Clark Dietz") 118 South Clinton Street, Suite 600 Chicago, IL 60661			
Who agree as follows:			
Now Therefore; this Amendment engages Clark Dietz to Clark Dietz agrees to perform these Services for the completz shall be authorized to commence Services upon execon further or verbal authorization to proceed from the Clipage, together with Parts I - III of this Amendment and the herewith, constitute the entire agreement between them in	pensation secution of the lent. Client he original A	et forth in Part iis Amendment and Clark Diet Agreement, inc	III - Compensation. Clark by both parties and receipt tz agree that this signature
Agreed to by Client	Agreed to	o by Clark Die	etz
By:	Ву:)@	- The Co
Title:	Title:	Prosis	DRA
Date:	Date:	8-8	

PART I SERVICES BY CLARK DIETZ

A. Amendment Description

1. The Client's IEPA State Revolving Fund (SRF) eligibility requires the following modifications to the Professional Services Agreement.

B. Scope

1. Delete the paragraph in article 2.11 in its entirety.

C. Schedule

NO CHANGE

D. Assumptions/Conditions

This Amendment is subject to the following assumptions/conditions:

Item 4:

Delete the following "Construction materials testing is being provided in accordance with the Agreement and Contract Documents"

Insert Item 10: The ENGINEER agrees to make affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with Loan Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

Insert Item 11: The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a materials breach of this contract which may result in the termination of this contract or other legally available remedies"

Insert Item 12: Per Section 365.630 of Title 35 of the Illinois Administrative Code; all subagreements for personal and professional services for design or construction expected to exceed \$25,000 in the aggregate shall include the following subagreement provisions:

- 1. An audit and access to records clause that provides as follows:
 - A) Subsections (1)(B) through (E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of \$25,000.
 - B) Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall

be maintained in accordance with Generally Accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

- C) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- D) All information and reports resulting from access to records pursuant to subsection (1)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
- E) Records under subsection (1)(B) shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of this Subpart, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.
- 2. A covenant against contingent fees clause as follows:

"The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

3. A "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Exhibit B).

Add: Exhibit B – Certification Regarding Debarment, Suspension and Other Responsibility Matters

PART II CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

- A. Information/Reports NO CHANGE
- B. Representative NO CHANGE
- C. Decisions
 NO CHANGE

PART III COMPENSATION

A. Compensation

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed (\$15,000.00) and decreases the total compensation authorized to \$266,949.00. It shall include the following:

- a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
- b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment - No Change

EXHIBIT B

EPA Project Control #: _	
--------------------------	--

United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

John I. Boldt, P.E.	President	•
(Typed Name & Title of Auth	orized Representative)	
	200	8-10-11
(Signature of Authorized Repr	'esentative)	(Date)

I am unable to certify the above statements. My explanation is attached.

DATE: August 16, 2011

	REQ	UEST FOR BOARI	O ACTION	
AGENDA			ORIGINATING	
	BER EPS Agenda			Community Development
TEM Contract (•		APPROVAL Dan D	
	etz, Inc. Chestnut Stre	1	Village	e Engineer
Design F	hase Engineering Serv	rices		
provisions of So Disbarment, So	ection 356.630 of Title 3	35 of the Illinois Admi Responsibility Matters	nistrative Code and a s" as required for c	being modified to include "Certification Regarding contracts receiving State ract.
En		s, Design Contra		et – Design Phase er Number 1 in the
				•
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION:			

RESOLUTION NO.

A RESOLUTION APPROVING CERTAIN CONTRACT CHANGE ORDER

WHEREAS, the Village of Hinsdale (the "Village") and Clark Dietz, Inc. ("Clark Dietz") has entered into that certain Contract (the "Contract") providing for design phase engineering services of the Chestnut Street Sewer Separation 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.

<u>Section 4.</u> <u>Execution of Change Order</u>. 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

Proje Locat Conti		Chestnut Street Sewer Separ Chestnut Street Clark Dietz, Inc.	atic	n Project		Change Orde Contract No. Date: 08-16-2	- N/A
I. A. <u>Description of Changes Involvanted Addition of provisions of Section Administrative Code and a "Control of Responsibility Matters" Fund (SRF) loans.</u>			ctic Cei	on 356.630 of Title tification Regardi	ng Disba	rment, Suspen	-
	В.	Reason for Change: To expedite the IEPA review	/ an	d approval.			
	C.	Revision in Contract Price:	T	otal: Reduction \$0	.00		
II.	Adjus	stments in Contract Price:					
1. 2.	Net (a	nal Contract Price addition) (reduction) due previous Change Orders	\$	199,666.50			•
3.	Nos Contr	act Price, not including	\$	0.00			
4.	this C	hange Order tion) (Reduction) to Contract	\$	199,666.50			
	Price	due to this Change Order	\$	0.00			
5.		act Price including this ge Order	<u>\$</u>	199,666.50			
Acce _l Contr		clark Dietz, Inc.					
By:		ŕ					
Σ,	Signa	ture of Authorized Representa	tive		Date		
Villa	ge of Hi	nsdale:					• 4.
By:							
-	Signa	ture of Authorized Representat	tive		Date		

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

Project Name ("Project")			
Chestnut Street Improvements			
This Amendment to the Professional Services Agreement	nt dated4	/21/09	is by and between:
Village of Hinsdale ("Client") 19 East Chicago Avenue Hinsdale, IL 60521-3489			
and,			
Clark Dietz, Inc. ("Clark Dietz") 118 South Clinton Street, Suite 600 Chicago, IL 60661			
Who agree as follows:			
Now Therefore; this Amendment engages Clark Dietz and Clark Dietz agrees to perform these Services Compensation. Clark Dietz shall be authorized to commby both parties and receipt of written or verbal authoriz Dietz agree that this signature page, together with Pagreement, incorporated and made a part herewith, conto this project.	for the contence Services ation to proce arts I - III of	pensation set is upon execution ed from the Clie this Amendme	forth in Par: III - of this Amendment nt. Client and Clark ent and the original
Agreed to by Client	Agreed to b	y Clark Dietz	
By:	Ву:		REGE
Title:	Title:	448710	سعت
Date:	Date:	V-8-B	

PART I SERVICES BY CLARK DIETZ

A. Amendment Description

- 1. The Client's IEPA State Revolving Fund (SRF) eligibility requires the following modifications to the Professional Services Agreement.
- B. Scope

NO CHANGE

C. Schedule

NO CHANGE

D. Assumptions/Conditions

This Amendment is subject to the following assumptions/conditions:

Insert Item 10: Per Section 365.630 of Title 35 of the Illinois Administrative Code; all subagreements for personal and professional services for design or construction expected to exceed \$25,000 in the aggregate shall include the following subagreement provisions:

- 1. An audit and access to records clause that provides as follows:
 - A) Subsections (1)(B) through (E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of \$25,000.
 - B) Books, records, documents and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
 - C) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - D) All information and reports resulting from access to records pursuant to subsection (1)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - E) Records under subsection (1)(B) shall be maintained and made

available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of this Subpart, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

2. A covenant against contingent fees clause as follows:

"The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

3. A "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Exhibit B).

Add: Exhibit B – Certification Regarding Debarment, Suspension and Other Responsibility Matters

PART II CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

- A. Information/Reports NO CHANGE
- B. Representative NO CHANGE
- C. Decisions
 NO CHANGE

PART III COMPENSATION

A. Compensation

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed (\$0.00) and increases the total compensation authorized to \$199,666.50. It shall include the following:

- a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
- b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".

B. Billing and Payment - No Change

EXHIBIT B

EPA Project Control	#:
United States Environmental Protection Agency Washington, DC 20460	•

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

John I. Boldt, P.E.	President	
(Typed Name & Title of Author	ized Representative)	
	2040 E	8-10-11
(Signature of Authorized Repres	entative)	(Date)

I am unable to certify the above statements. My explanation is attached.

DATE: August 16, 2011

REQUEST FOR BOARD ACTION

AGENI	OA .	ORIGINATING
SECTION	ON NUMBER EPS Agenda	DEPARTMENT Community Development
ITEM	Contract Change Order #1 for the Design Services	APPROVAL Dan Deeter
	for N. Washington Reconstruction Project with	Village Engineer
	Clark Dietz, Inc.	-

Staff is recommending approval of the attached change order 1. Staff has determined that it is advantageous from an infrastructure engineering perspective to increase the scope of the resurfacing project to include one block of E. Walnut Street between Washington and Garfield. The change order addresses the engineering services required to include this area into the project. The change order also includes consultant costs due to a ± 16 -month temporarily delay in completion of the contract as directed by the Village.

MOTION: To Approve a Resolution for the N. Washington Reconstruction Design Services Contract Change Order Number 1 in the amount of \$30,220.00 to Clark Dietz, Inc.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL				
COMMITTEE ACTION:								
BOARD ACTION:								

RESOLUTION NO.

A RESOLUTION APPROVING CERTAIN CONTRACT CHANGE ORDER

WHEREAS, the Village of Hinsdale (the "Village") and Clark Dietz, Inc. ("Clark Dietz") has entered into that certain Contract (the "Contract") providing for the design services of the North Washington 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.

<u>Section 4.</u> <u>Execution of Change Order</u>. The Village Manager is authorized to execute the Change Order on behalf of the Village.

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall be in full force and effective from and after its passage and approval.

AYES:	
NAYS:	
ABSENT:	
APPROVED this day of 2009.	
Village President	
ATTEST:	
Village Clerk	

Exhibit A VILLAGE OF HINSDALE CHANGE ORDER

Locati Contra	ion:	Various Streets Clark Dietz, Inc.	action Design Services	Change Order No.1 Contract No N/A Date: 08-16-2011
I.	A.	Description of Changes Invo Engineering services require Garfield Street into the proje the design process beyond the	d to add East Walnut S ct. Consultant costs du	treet from Washington to the temporary delay in
	В.	Reason for Change: It is advantageous to include Washington Street project. A Washington Reconstruction season.	Additionally, to comple	te the bidding for the North
	C.	Revision in Contract Price:	Additional \$30,220.00	0
II.	Adjus	tments in Contract Price:		
1.	_	nal Contract Price	\$203,000.00	
2.	•	ddition) (reduction) due previous Change Orders	\$ 0.00	
3.	Contra	act Price, not including	\$ 0.00	
4.		hange Order tion) (Reduction) to Contract	\$203,000.00	
	Price due to this Change Order		\$ 30,220.00	
5.		act Price including this se Order	<u>\$233,220.00</u>	i.
Accep Contra		lark Dietz, Inc.		
By:				
	Signat	ture of Authorized Representat	rive	Date
Villag	e of Hir	nsdale:		
By:				
	Signat	ure of Authorized Representat	ive	Date

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

Hinsdale 2011 Road Reconstruction Project ("Project")

This Amendment to the Professional Services Agreement dated September 11, 2009 is by and between:

Village of Hinsdale ("Client") 19 E. Chicago Avenue Hinsdale, IL 60521

and,

Clark Dietz, Inc. ("Clark Dietz") 118 S. Clinton Street, Suite 600 Chicago, IL 60661

Who agree as follows:

Whereas; during engineering design and in consultation with the Village of Hinsdale, it became evident that the public would be better served by an expanded scope of services;

Now Therefore; this Amendment engages Clark Dietz to perform Services described in Part I - Services and Clark Dietz agrees to perform these Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

Agreed to by Client	Agreed to by Clark Dietz
Ву:	By:
Title:	Title: KANDENT
Date:	Date: 8-8-11

PART I SERVICES BY CLARK DIETZ

A. Amendment Description

 The project is amended by adding design engineering for the reconstruction of Walnut Street and design engineering related to the reconstruction of Washington Street to the scope. Storm sewer design for Walnut Street will provide for connections to future storm sewer improvements along Garfield Street.

B. Scope

Add the following:

- 1. Walnut Street;
 - a. Reconstruct from Washington Street to Garfield Street;
 - 1) Topographic survey;
 - 2) Geotechnical investigation;
 - 3) Pavement design;
 - 4) Roadway plan and profile, typical section, and cross-sections;
 - 5) Drainage and storm sewer design within Walnut Street;
 - b. Drainage and storm sewer design to provide for connections to future Garfield Street storm sewer improvements;
- 2. Washington Street;
 - a. No change to scope.
 - b. Per the direction of the Village in an e-mail received April 21, 2010, the Project was put on hold. Following Item 3 "Delays" of Part IV Standard Terms and Conditions of the original Agreement, an equitable adjustment in compensation for the remaining work is requested and made part of this Amendment.

C. Schedule

- 1. Walnut Street and Washington Street engineering design services will be performed upon receipt of notice to proceed August 2011.
- 2. 95% Submittal November 2011.
- 3. Final Bidding Documents December 2011.
- 4. Bidding January/February 2011.
- 5. Award Recommendation February/March 2011.

D. Assumptions/Conditions (If applicable)

This Amendment is subject to the following assumptions/conditions:

 These additional Walnut Street and Washington Street engineering design services will be performed concurrently with preparation of bid documents for the Pre-final (95%) Plans and Specifications.

PART II CLIENT'S RESPONSIBILITIES

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

A. **Information/Reports**No Change

Representative No Change B.

C. **Decisions**

No Change

D. Other

No Change

PART III COMPENSATION

A. Compensation

- Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed \$30,220.00 (\$25,275.00 for Walnut Street and \$4,945.00 for Washington Street) and increases the total compensation authorized to \$233,220.00. It shall include the following:
 - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz plus ten percent for administrative costs. Clark Dietz will obtain written Client approval before authorizing these services.
 - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".
- B. Billing and Payment No Change

Village of Hinsdale Amendment 1 - Walnut Street

LABOR COST SUMMARY Phase II - Preliminary Engineering (Design)

Clark Dietz, Inc

	ITEM DESCRIPTION	Phase	Sheets	Project Principal	Project Manager	Senior Engineer	Project Engineer	Engineer	Technician	Admin	Total Hours	Percent of Hours	Labor Cost	Average Hourly Payroll Rate
	Average Hourly Rate >>			\$170.00	\$155.00	\$155.00	\$120.00	\$105.00	\$90.00	\$70.00				
-	Data Collection & Review			O		o	0	C	C	C	6	700 0	\$310.00	4 155.00
5	Survey			0				0	46	0		7 40%	440.00	1
က	Existing Alignments (Hor. & Vert.) Check			c		C		2	2		L	2 6 9	90.00	,
4	Proposed Alignments Development			0	C		10					1.073	#330.00	9 6
5	Cover Sheet			0	-		I		0 0		FG	900	90.00	9 6
9	General Notes			C							l	0.070	#505 00	. P
7	Summary of Quantities			ō					PC	4		2 794	\$505.00	9 6
æ	Typical Sections			0	0			- 6	4	r	2 1	2 10%	8690.00	,
၈	\neg			0	0			100	c		L	1 30%	\$330,00	, ,
9	_			0	O		4		0			703 6	\$870.00	9 6
-				0	0		4		4	5 0	2 5	20.0	\$1.260.00	9 6
72	Plan & Profile Sheets - Alt. Washington			0	C	C	C		·		16	200	\$0.00 \$0.00	,
13				0	o	O	2		4		9	4 4%	\$1 020 00	
4	Landscaping / Erosion Control			0		0	2		4		2	2 69.	\$810.00	1
5	_			o		0	4	9	9	0	2 2	80%	\$1,960.00	1
15a	_			0	2	ō	9	2		0	33	14.2%	\$3,550,00	1
9	_			0		o	1			0	101	4.4%	\$1,055,00	1
4				0	-	o	-	N	0	0	4	1.8%	\$485.00	1
æ				0	-	ō	4		4	0	12	7.6%	\$1.835.00	\$ 107.94
2	7			o	2	o	2	0	O	2	9	2.7%	\$690,00	1
3	Cost & Time Estimates and Quantities			O		Ю	4		O	0	=	4.9%	\$1,265,00	ı
2	IDOT & Utility Coordination			4	-	0	2	0	0	0	1	3.1%	\$1,075.00	1
3 8	FCWHU Coordination			0	0	o	Ó		o	0	ō	0.0%	\$0.00	1
3	Permitting (IEPA & DuPage Co.)			0	0	4	0	2	0	0	9	2.7%	\$830.00	\$ 138.33
4 6	Froject Management and Administration			2	2	0	0		0	2	9	2.7%	\$790.00	'
3	Field Checks & Village Meetings			ō	4	0	Ö	0	0	0	4	1.8%	\$620.00	\$ 155.00
8	Plan Review Meetings & Dispositions			0	4	o	2	0	ō	O	9	2.7%	\$860.00	Ι'''
2 6	Bid Assistance			0	2	0	2	0	2	2	8	3.6%	\$870.00	\$ 108.75
8	Quality Control/Quality Assurance			2	2	ō	o		0	0	4	1.8%	\$650.00	\$ 162.50
	Total Hours for Project Element		0	8	23	4	48	1	8	I	200	100 0%	625 275 M	6449 99
	Total Costs for Project Element			\$1,360.00	\$4,495.00	\$620.00	\$5,760.00	\$7,560.00	\$4,500.00	\$380.00			\$25,275.00	
	The state of the s			-	1						1			

DATE August 4, 2011	DATE	August 4, 2011
---------------------	------	----------------

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES
ITEM 1st St. Roadway Repairs	APPROVAL

During the May EPS meeting, staff was asked to get quotes to make repairs to portions of brick pavers on 1st Street, which have deteriorated and are in dire need of repair. Staff has acquired three quotes for repairs to different sections of this street between Park St. and Elm St. with the low bid received by Doyle Brick Paving Company in the amount of \$23,100.00. The three quotes received are attached. Funding for these repairs would be coming from the approximately \$350,000.00 available for further resurfacing/infrastructure improvements from the infastructure budget.

Staff would like to recommend to Committee the repairs to 1st Street between Park St. and Elm St. be completed by Doyle Brick Paving Company in the amount of \$23,100.00, and if Committee concurs, the following motion would be appropriate:

MOTION: To waive competitive bidding and award the brick repairs on 1st Street between Park St. and Elm St. to Doyle Brick Paving Company in the amount of \$23,100.00.

STAFF APPROV	VALS		h	
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S
COMMITTEE A	ACTION:		·	
				·
BOARD ACTIO)N:			



Jason Ostrowski/Roadway Supervisor Village of Hinsdale 225 Symonds Drive Hinsdale, IL 60521

Job Site: 1st Street, between Elm and Park Hinsdale, IL

Phone: 630-789-7042 Fax: 630-789-7046

PROPOSAL - BASED ON PREVAILING WAGE

Doyle Brick Paving Company proposes to furnish labor and materials to complete the installation of the following hard-scape improvements as described below.

Scope & Pricing:

Accept

- 1. Remove existing pavers and 10" of base from 5 sections of road totaling approximately 2,400 ft2 on 1st Street between Elm and Park. Install new base and reset pavers. = \$22,700.00
- 2. Install filter fabric underneath new stone base = \$400.00

TOTAL for all of the above = \$23,100.00

Please note that this proposal does not include the following:

- 1. Disconnecting/moving/reconnecting any existing plumbing, HVAC or electrical connections or running new lines for same except as specifically outlined above.
- 2. Burial of downspouts except as specifically outlined above.
- 3. Removal of any trees/shrubs/bushes except as specifically outlined above.
- 4. Removal of additional spoils beyond those generated by repairs to roadway outlined in this proposal.
- 5. Cost of permits required by village/others.

Methodology:

- 1. Remove existing pavers from affected areas and set aside all reusable pavers. Dispose of any waste brick.
- 2. Excavate to a uniform depth of 10" in affected areas.
- 3. Install filter fabric
- 4. Install 4" of compacted 3" rock.

5. Install 6" of compacted stone base (CA-6)

6. Install 1" setting bed of screenings.

7. Reinstall pavers. Add new pavers provided by Village of Hinsdale as needed.

8. Fill joints between pavers with screenings.

Selections:

PAVERS: Existing/provided by Village of Hinsdale

Terms & Conditions:

25% upon contract signing 25% upon delivery of stone balance due upon completion of project

Checks returned as NSF will incur a \$25 fee except where expressly prohibited by law. All outstanding balances remaining unpaid 30 days after the invoice date will incur a late fee equal to 5% of the outstanding balance.

Pricing based on selection of material(s) listed above. Other choices available (price varies with selection). Changes in material selections after product has already been ordered will result in a minimum restocking fee of 25%.

Deviations from, additions to or reductions in the proposed scope as described above must be made in writing prior to the commencement of work. Such changes/additions may result in additional charges which shall become part of this contract.

Jobs are scheduled only after receipt of signed contract and deposit. Although all reasonable efforts are made to begin/finish work on schedule, timing may be affected by conditions beyond Doyle Brick Paving's control, including but not limited to weather conditions and time required to obtain the necessary materials/permits/permissions.

Permits may be obtained by homeowner/developer or are available through DBP at an additional cost equal to the cost of said permits plus a service charge of \$50/permit to cover the cost of administrative time and materials. Additional charges apply in the City of Chicago.

Owner is responsible for removing all plant materials they wish to salvage prior to the start of construction.

While DBP makes all reasonable efforts to avoid excessive damage to existing trees, the health/survival of trees and bushes adjacent to new installations is not guaranteed. DBP recommends consulting a licensed arborist to discuss any concerns prior to the start of construction.

Debris, excavated materials and left over supplies/materials shall be removed from the job site by Doyle Brick Paving Company.

All labor and materials, <u>excluding</u> new concrete, are guaranteed for five (5) years. Warranty does not cover sinking due to installation on top of overdig in new construction/additions. Cost of repairs due to same are the responsibility of the builder/owner.

Sealants and stains are not guaranteed but can be expected to last up to 5 years depending on the application (exposure to sunlight and high traffic will reduce life expectancy).

Final grading must be level with top of pavers to prevent erosion of sand along edges of hardscape installation. Failure to maintain adequate support along edges of installation voids warranty for sand wash-out/edge collapse/spreading.

Installations in heavily shaded areas and/or areas that are prone to damp are susceptible to moss growth. Owner is responsible for keeping area clean/free of seeds & dirt from surrounding yard. DBP recommends periodic cleaning/sealing and the use of polymeric sand to fill paver joints to minimize problems with moss growth.

Doyle Brick Paving Company will provide Worker's Compensation and Public Liability Insurance.

This proposal is subject to revision or withdrawal if not accepted within thirty (30) days after the date of the proposal.

Acceptance:

If the above proposal is acceptable, please initial the options you are interested in, sign below and return the original to our office with your deposit. The 2nd copy is for your records. Please do not hesitate to contact our office if you have any questions.

Accepted By:	Date:	
	Respectfully Submitted	
	Michael Dovle	

President, Doyle Brick Paving



5545 South Elm St. Hinsdale, IL 60521

Proposal

PROPOSAL# DATE 06/10/2011 7303790 EXP. DATE

ADDRESS

THE VILLAGE OF HINSDALE PUBLIC WORKS 225 SYMONDS DR. HINSDALE, IL 60521

Client Rep Mark E King Quantity Description Amount 2609.5 • Regular hours (Non-prevailing wage). 23,485.50 Remove existing brick pavers on 1st Street (Hinsdale, IL) in the following areas and excavate for proper, compacted base (6" of 3" rock, 4" of 3/4" road mix, road fabric, screenings), re-install existing and, if needed, Village of Hinsdale supplied bricks. 27' x 17'; 9' x 26'; 18' x 17'; 23' x 17.5'; 16' x 24'; 34' x 14'; 29' x 12' • Prevailing wage rate. Remove existing brick pavers on 1st Street (Hinsdale, IL) in the following areas and excavate for proper, compacted base (6" of 3" rock, 4" of 3/4" road mix, road fabric, screenings), re-install existing and, if needed, Village of Hinsdale supplied bricks. 27' x 17'; 9' x 26'; 18' x 17'; 23' x 17.5'; 16' x 24'; 34' x 14'; 29' x 12' DuPage County prevailing wage for July 2011: Laborer(s), Operating Engineer, Truck Driver Thank you for contacting us. Please feel free to call with any questions! We TOTAL \$23,485.50

If you accept the proposal, please send in a signed copy of this estimate with a 50% deposit of the project total.

Accepted By:

Accepted Date:

look forward to working with you.



1597 Warren Ave. Downers Grove, IL 60515 PHONE (630) 353-I709 FAX (630) 5I2-0830

June 28, 2011

Village of Hinsdale First St. Paver Repair Hinsdale, IL 60521

LANDSCAPE PROPOSAL

Antique Paver Reconstruction

Stack all existing pavers to side on pallets. Excavate to a depth of 15" from existing roadway surface. Supply and install 5 oz. geotextile over virgin soil. Supply and install 12" gravel base compacting every 3". Screed 1" of bank sand and relay existing pavers. Compact pavers into sand bed with plate compactors. Sweep bank sand into joints. 7 areas of pavers are currently marked. Total square footage of areas is 2348SF. Actual reconstruction of pavers will be approximately 2800 SF to allow for blending of existing pavers and relaid sections.

Price of Reconstruction with regular wages:

\$27,895

Price of Reconstruction with Prevailing Wages:

\$45,495

Notes:

Additional pavers will be needed for reconstruction. These are to be provided by Village of Hinsdale. The pavers will be picked up and delivered by Green Grass, Inc. Trucks. All street closings and barricades to be provided by Village of Hinsdale. Multiple crews will be used to limit disruption to neighbors and to expedite reconstruction.



1597 Warren Ave. Downers Grove, IL. 60515 PHONE (630) 353-1709 FAX (630) 512-0830

June 28, 2011

Village of Hinsdale First St. Paver Repair Hinsdale, IL 60521

Contract Agreement

All plantings supplied by Green Grass, Inc. are guaranteed for one (1) year after install date with only one (1) replacement per plant. Replacements will be made with plants of equal type and size provided they have been cared for properly. If we are unable to locate a plant of equal type and size due to depleted stock, a substitution may be made after conferring with the homeowner or a credit for that plant to be installed at a later date will be given.

Sod is guaranteed to knit to the soil only after proper care has been given. Once the sod has knitted to the soil, this warranty is null and void. Grass seed is warranted to have the purity and germination percentage as stated on the package label. There is no warranty for the productivity or growth of grass seed and sod.

This warranty is null and void if: the plants are not cared for properly or our instructions are not followed; losses are not reported within one year of install date; there is a loss due to a catastrophe of endemic or epidemic proportions; plants are damaged by vandalism, motor vehicles, drought, snow, salt, ice or wind storms, untimely freeze, animals or pets or any other type of mechanical or chemical injury.

All hardscaping is guaranteed for three (3) years against settling. This warranty is null and void if: losses are not reported within three years of install date; there is a loss due to a catastrophe of endemic or epidemic proportions; work is damaged by vandalism, motor vehicles, snow, salt, ice or wind storms, animals or pets or any other type of mechanical or chemical injury. This warranty does not cover natural efflorescence removal, fading or any other type of natural occurrence that results in changing the appearance of the work.

All warrantees implied or expressed are null and void if payment is not made within 30 days of completion of work.

Permit fees not included. Any permits needed to complete work are the financial responsibility of the homeowner.

Services accepted are noted with initials above Payment to be made as follows:

1/3 of total balance is due upon signing

Remaining is balance due upon completion of work.

This proposal may be withdrawn at any time before acceptance by Green Grass, Incorporated All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Homeowner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal-The above specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature:_		
Date:		
Respectfully submitted		

DATE	August 9, 2011	
		_

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES
ITEM Purchase 2011 Staff Vehicle	APPROVAL

There is \$19,900.00 budgeted in the Public Services Department to replace a 2000 Ford Taurus staff vehicle with over 130,000 miles. Through the Suburban Purchasing Cooperative this vehicle can be replaced by a 2011 Ford Taurus in the amount of \$19,599.75 from Currie Motors

Staff seeks to purchase this replacement vehicle and if Committee concurs, the following motion would be appropriate:

MOTION: To approve the purchase of a 2011 Ford Taurus through the Suburban Purchasing Cooperative in the amount of \$19,599.75 from Currie Motors

DIAFF APPRO A	ALS			
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S ()
COMMITTEE	ACTION:			
BOARD ACTIO	N:			



A Joint Purchasing Program For Local Government Agencies

December 9, 2010

Currie Motors Mr. Thomas Sullivan 9423 W. Lincoln Highway Frankfort, IL 60423

Dear Mr. Sullivan,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved a one year contract extension with Currie Motors, Frankfort, IL for the SPC 2011 Ford Taurus SE

The contract extension is approved from January 7, 2011 through January 8, 2012. This is the second of three (3) possible contract extensions for the Ford Taurus SE. With acceptance of the contract extensions, Currie Motors, Frankfort, IL agrees to all terms and conditions set forth in the specifications contained within the original Request for Proposal to which you responded.

Currie Motors, Frankfort, IL will handle all billing. Each vehicle purchased will be assessed a \$100.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan

Program Manager for Purchasing

12/09/2010 Ilen Davan Date

Name: Ellen Dayan

Northwest Municipal Conference

DuPage Mayors & Managers Conference 1220 Oak Brook Road Oak Brook, IL 60523 Suzette Quintell

Phone: (630) 571-0480 Fax: (630) 571-0484 Northwest Municipal Conference 1616 East Golf Road Des Plaines, IL 60016 Ellen Dayan Phone: (847) 296-9200 Fax: (847) 296-9207 South Suburban Mayors And Managers Association 1904 West 174th Street East Hazel Crest, IL 60429 Ed Paesel Phone: (708) 206-1155

Name: Thomas Sullivan

Currie Motors

Phone: (708) 206-1155 Fax: (708) 206-1133 Will County Governmental League 3180 Theodore Street, Suite 101 Joliet, IL 60435 Anna Bunger Phone: (815) 729-3535

Fax: (815) 729-3536



A Joint Purchasing Program For Local Government Agencies

Suburban Purchasing Cooperative 2011 Ford Taurus SE Vehicle Contract Extension

The Suburban Purchasing Cooperative, a cooperative of 150 municipalities in the six county area of Northern Illinois, is pleased to announce a one-year contract extension on the 2011 Ford Taurus SE with Currie Motors of Frankfort, IL. Every municipality and government agency in the State of Illinois is authorized to participate in this program.

This contract extension is approved through the January 8, 2012 and is the second of three possible one year extensions. The SPC reserves the right to extend this contract for one (1) additional one-year term upon mutual agreement of both the vendor and the SPC on a negotiated basis.

The attached summary sheets highlight the standard equipment and lists other vehicle options. Additional option pricing for items not shown is available by contacting the Fleet Manager, Thomas Sullivan directly at (888) 256-8760 or (815) 464-9200.

Ford has not announced a price increase at this time, but may do so at a later date. Delivery to be made within 90 calendar days after production of said vehicle.

<u>Thank you for considering the Suburban Purchasing Cooperative</u> for your vehicle needs. Please feel free to contact your designated SPC Representative with any questions or comments you may have regarding this program.

Currie Motors
9423 W. Lincoln Highway
Frankfort, IL 60423
PHONE: (888) 256-8760 or (815) 464-9200 / FAX: (815) 464-7500
Contact Parson: Thomas Sullivan

Contact Person: Thomas Sullivan thomasfsullivan@msn.com

DuPage Mayors & Managers Conference 1220 Oak Brook Road Oak Brook, IL 60523 Suzette Quintell Phone: (630) 571-0480 Fax: (630) 571-0484 Northwest Municipal Conference 1616 East Golf Road Des Plaines, IL 60016 Ellen Dayan Phone: (847) 296-9200

Fax: (847) 296-9207

South Suburban Mayors And Managers Association 1904 West 174th Street East Hazel Crest, IL 60429 Ed Paesel Phone: (708) 206-1155 Fax: (708) 206-1133 Will County
Governmental League
3180 Theodore Street, Suite 101
Joliet, IL 60435
Anna Bunger
Phone: (815) 722-7280
Fax: (815) 722-0528

DATE	July 21, 2011

	l ·
AGENDA EPS Agenda	ORIGINATING
SECTION NUMBER	DEPARTMENT PUBLIC SERVICES
CHEMICAL PESTICIDE USE	
ITEM 2011 PROGRAM	APPROVAL

Below is a list of anticipated areas in the Village that are targeted for weed control. These areas have been evaluated for weed content in the summer of 2011 and it is the recommendation of the IPM Coordinator to have these areas treated. It complies with the Village's IPM Policy. The areas listed will be reviewed again in early fall of 2011 to ensure the need for weed control, which in the event there has been improvement the weed control will be canceled. In accordance with the Village's IPM policy, the Board of Trustees must approve these locations. Staff would like to have these areas treated on September 12th, 2011 (weather depending). Notification of treatment must be published in a newspaper of general circulation no later than two weeks prior to the application. The specific weed controller is Tripower, which has previously been approved by the Board of Trustees.

Recommended locations to be treated with weed control:

- 1. Memorial Building
- 2. Burlington Park
- 3. Robbins Park
- 4. Ehret Park
- 5. Chicago Ave. & Garfield St. (BNSF parkway)
- 6. Highland Park
- 7. Woodland Park
- 8. KLM (excluding dog park)
- 9. Washington Circle

Public Services staff would like to recommend that the above locations be treated with the pesticide Tripower for weed control and if the Committee concurs, the following motion would be appropriate.

MOTION: To approve the 2011 IPM Plan to control weeds using the pesticide Tripower, as needed, for the listed locations.

STAFF APPROVALS APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL

COMMITTEE ACTION:

BOARD ACTION:

DATE: August 2, 2011

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER EPS Consent Agenda	DEPARTMENT Community Development
ITEM Alley Vacation Request – 809 S. Thurlow Street	APPROVAL Dan Deeter Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 809 S. Thurlow Street. Also included is the appraisal report establishing a fair market value for the vacated property. A plat of vacation will be prepared upon approval of this request for recording at DuPage County. The alley has previously had vacations approved and is therefore not a through alley right-of-way.

The appraisal established the value of the property at approximately \$20.00 per square foot. The property to be vacated contains an area of 637 square feet. The total appraised value of the property is \$13,000.

MOTION: To Recommend Adoption of an Ordinance Vacating the West Half of Public Alley Right-of-Way Adjacent to and East of 809 S. Thurlow Street at a Purchase Price of \$13,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION			······································
BOARD ACTIO	N:	·		
BOARD ACTIO	N:			· · · · · · · · · · · · · · · · · · ·

VILLAGE OF HINSDALE

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND ADJOINING 633 S. MONROE STREET IN THE VILLAGE OF <u>HINSDALE</u>, <u>DUPAGE AND COOK COUNTIES</u>, <u>ILLINOIS</u>

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 633 S. Monroe Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-406-008, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 et seq. (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

<u>Section 1.</u> <u>Recitals Incorporated.</u> The above recitals and findings are incorporated herein and made a part hereof.

<u>Section 2</u>. <u>Vacation of Unimproved Alley</u>. Pursuant to the terms of this Ordinance, the Village shall vacate an 8.5' x 50' portion of the unimproved alley

situated east of and adjoining 633 S. Monroe Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 78 and 79 in Block 17 in the Resubdivision of Blocks 9 to 20 inclusive, of Stough's Second Addition to Hinsdale, in the Southeast Quarter of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian in Dupage County, Illinois

P.I.N. 09-11-406-008

<u>Section 3.</u> <u>Plat of Vacation Approved.</u> The Plat of Vacation, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 633 S. Monroe Street, Hinsdale, Illinois upon the payment of eleven thousand dollars (\$8,500.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

<u>Section 7</u>. <u>Severability and Repeal of Inconsistent Ordinances</u>. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective Date. This Or and after its passage, approval, and provided by law.	edinance shall be in full force and effect from publication in pamphlet form in the manner
PASSED this day of	, 2011.
AYES:	
NAYES:	
ABSENT:	
APPROVED this day of	
	Thomas Cauley, Village President
ATTEST:	
Christine Bruton, Deputy Village Cle	rk

Dan Kurcz 809 S. Thurlow St.

Mr. Daniel Deeter Village of Hinsdale 19 E. Chicago Ave. Hinsdale, IL 60521

Dear Dan,

My family and I recently moved to Hinsdale and have what appears to be an unused grass alley just beyond the back of our property line that runs the length of our block. It came to my attention that it may be possible to purchase ½ of this alley that runs along our property at 809 S. Thurlow St. (I believe this is known as "vacating the alley").

I stopped by your offices today and I was instructed to reach out to you and include a check for \$400.00 to cover the appraisal and begin the process. Enclosed is the check and I'm happy to work with you and the village to provide the necessary information that may be needed as part of this process.

Thanks for your time and I look forward to working with you.

Sincerely,

Daniel Kurcz

Phone: 312-513-4512

Email: dckurcz@yahoo.com

Reviewed by Engineering 6/13/11.

Do VOH whites. There ere public whites in the orea - Comcast, atc.

Therefore, need while easement.

SUMMARY APPRAISAL REPORT

AN 8.5' X 75' PORTION OF THE UNIMPROVED ALLEY SITUATED EAST AND ADJOINING 809 SOUTH THURLOW STREET HINSDALE, ILLINOIS

Prepared For

Mr. Al Diaz Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521

Prepared By

C.A. Benson & Associates, Inc. 419 North La Grange Road La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC. 419 North La Grange Road - La Grange Park, IL 60526 P.O. Box 157 - La Grange, IL 60525

(708) 352-6056 Fax (708) 352-6070

July 27, 2011

Mr. Al Diaz Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

Re: Summary Appraisal of an 8.5' x 75' portion of unimproved alley situated east and adjoining 809 South Thurlow Street, Hinsdale, Illinois

Dear Mr. Diaz:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on July 22, 2011, which is the effective date of this valuation.

The property consists of an 8.5' by 75' portion of unimproved alley located east and adjoining 809 South Thurlow Street, Hinsdale, Illinois. It contains 637 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of July 22, 2011 was

THIRTEEN THOUSAND DOLLARS (\$13,000)

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests:
- 3. A reasonable time is allowed for exposure in the open market;
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the client.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: July 22, 2011

EFFECTIVE DATE OF VALUE: July 22, 2011

DATE OF REPORT: July 27, 2011

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Summary Appraisal Report is a brief recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 18,452 residents as of July 2009 and an average family income of \$150,024 (2009). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$1,000,709, which is a 9.3% increase over the prior 12 month average sale price of \$915,459. This reflects an increase in residential values after declines in the previous years.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra commuter trains and Pace buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$275,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 75', which is equal to the width of the adjoining residence located at 746 South Thurlow Street. It is rectangular in shape and has a calculated area of 637 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 75' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2010 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 75', rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition.

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

- 1. 738 South Adams Street, Hinsdale was reported sold in January 2010 for \$295,000. This is a 49.98 foot by 131.3 foot parcel zoned R-4, containing 6,562 square feet. The sales price was equal to \$44.96 per square foot.
- 2. 20 South Bodin Street, Hinsdale was reported sold in March 2011 for \$285,000. This is a 50 foot by 133.5 foot parcel zoned R-4, containing 6,675 square feet. The sales price was equal to \$42.70 per square foot.
- 3. **809 South Thurlow Street, Hinsdale** was reported sold in February 2010 for \$396,000. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sale price was equal to \$42.24 per square foot.
- 4. 106 South Quincy Street, Hinsdale was reported sold in August 2010 for \$295,000. This is a 50 foot by 134.3 foot parcel zoned R-4, containing 6,715 square feet. The sale price was equal to \$43.93 per square foot.
- 5. **622** South Quincy Street, Hinsdale was reported sold in December 2010 for \$380,000. This is a 59' x 133.5' parcel zoned R-4, containing 7,876 square feet. The sale price was equal to \$48.25 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, three of the existing residences have been demolished. They sold from \$42.24 to \$48.25 per square foot and averaged \$44.42 per square foot for a buildable site.

The subject consists of a 637 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the \$44.40 (rd) average value of a buildable site or \$19.98 per square foot, rounded to \$20.00 per square foot is indicated.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$20.00 per square foot is indicated for the subject property.

637 square feet @ \$20.00 per square foot =

\$12,740

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$13,000 (rd)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of July 22, 2011 was

THIRTEEN THOUSAND DOLLARS (\$13,000)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (Exp. 9/30/11)

DATE: August 2, 2011

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER EPS Consent Agenda	DEPARTMENT Community Development
ITEM Alley Vacation Request – 633 S. Monroe Street	APPROVAL Dan Deeter
•	Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 633 S. Monroe Street. Also included is the appraisal report establishing a fair market value for the vacated property. A plat of vacation will be prepared upon approval of this request for recording at DuPage County. The alley has previously had vacations approved and is therefore not a through alley right-of-way.

The appraisal established the value of the property at approximately \$20.00 per square foot. The property to be vacated contains an area of 425 square feet. The total appraised value of the property is \$8,500.

MOTION: To Recommend Adoption of an Ordinance Vacating the West Half of Public Alley Right-of-Way Adjacent to and East of 633 S. Monroe Street at a Purchase Price of \$8,500.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL	gr
COMMITTEE A	CTION				
BOARD ACTIO	N:				

VILLAGE OF HINSDALE

ORDINANCE	NO.	

AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED EAST OF AND ADJOINING 633 S. MONROE STREET IN THE VILLAGE OF <u>HINSDALE</u>, <u>DUPAGE AND COOK COUNTIES</u>, <u>ILLINOIS</u>

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 633 S. Monroe Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-406-008, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 et seq. (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

- <u>Section 1.</u> <u>Recitals Incorporated</u>. The above recitals and findings are incorporated herein and made a part hereof.
- <u>Section 2</u>. <u>Vacation of Unimproved Alley</u>. Pursuant to the terms of this Ordinance, the Village shall vacate an 8.5' x 50' portion of the unimproved alley

situated east of and adjoining 633 S. Monroe Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 78 and 79 in Block 17 in the Resubdivision of Blocks 9 to 20 inclusive, of Stough's Second Addition to Hinsdale, in the Southeast Quarter of Section 11, Township 38 North, Range 11 East of the Third Principal Meridian in Dupage County, Illinois

P.I.N. 09-11-406-008

<u>Section 3.</u> <u>Plat of Vacation Approved.</u> The Plat of Vacation, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof, is approved.

Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 633 S. Monroe Street, Hinsdale, Illinois upon the payment of eleven thousand dollars (\$8,500.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

Section 6. Execution of Documents. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.

<u>Section 7</u>. <u>Severability and Repeal of Inconsistent Ordinances</u>. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective and after its passage, a provided by law.					
PASSED this	day of		, 2011.		
AYES:					
NAYES:					
ABSENT:					
APPROVED this	day of			, 2011	
		Thomas Car	uley, Villa	age Presid	lent
ATTEST:					
Christine Bruton, Depu	ty Village Cler	'k			



Peter Corluka 14136 Persimmon Dr. Orland Park 60467 708-218-3556 708-949-8562 Fax Pete@courtyardbuilders.com

633 Monroe vacated alley purchase request

I Peter Corluka owner of 633 S. Monroe pin 09-11-406-008-0000 would like to purchase the vacated alley in the rear yard to make the yard bigger and the garage more accesible for the proposed new home that will be built there.

SUMMARY APPRAISAL REPORT

AN 8.5' X 50' PORTION OF THE UNIMPROVED ALLEY SITUATED EAST AND ADJOINING 633 SOUTH MONROE STREET HINSDALE, ILLINOIS

Prepared For

Mr. Al Diaz Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521

Prepared By

C.A. Benson & Associates, Inc. 419 North La Grange Road La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC. 419 North La Grange Road - La Grange Park, IL 60526 P.O. Box 157 - La Grange, IL 60525

(708) 352-6056 Fax (708) 352-6070

July 27, 2011

Mr. Al Diaz Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

Re: Summary Appraisal of an 8.5' x 50' portion of unimproved alley situated east and adjoining 633 South Monroe Street, Hinsdale, Illinois

Dear Mr. Diaz:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on July 22, 2011, which is the effective date of this valuation.

The property consists of an 8.5' by 50' portion of unimproved alley located east and adjoining 633 South Monroe Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of July 22, 2011 was

EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)

This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3. A reasonable time is allowed for exposure in the open market:
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the client.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: July 22, 2011

EFFECTIVE DATE OF VALUE: July 22, 2011

DATE OF REPORT: July 27, 2011

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Summary Appraisal Report is a brief recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 18,452 residents as of July 2009 and an average family income of \$150,024 (2009). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$1,000,709, which is a 9.3% increase over the prior 12 month average sale price of \$915,459. This reflects an increase in residential values after declines in the previous years.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra commuter trains and Pace buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$275,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 633 South Monroe Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

ESTIMATE OF EXPOSURE TIME:

The subject property is an 8.5' x 50' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2010 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of an 8.5' x 50', rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition.

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

- 1. **738 South Adams Street, Hinsdale** was reported sold in January 2010 for \$295,000. This is a 49.98 foot by 131.3 foot parcel zoned R-4, containing 6,562 square feet. The sales price was equal to \$44.96 per square foot.
- 2. 20 South Bodin Street, Hinsdale was reported sold in March 2011 for \$285,000. This is a 50 foot by 133.5 foot parcel zoned R-4, containing 6,675 square feet. The sales price was equal to \$42.70 per square foot.
- 3. 809 South Thurlow Street, Hinsdale was reported sold in February 2010 for \$396,000. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sale price was equal to \$42.24 per square foot.
- 4. 106 South Quincy Street, Hinsdale was reported sold in August 2010 for \$295,000. This is a 50 foot by 134.3 foot parcel zoned R-4, containing 6,715 square feet. The sale price was equal to \$43.93 per square foot.
- 5. **622 South Quincy Street, Hinsdale** was reported sold in December 2010 for \$380,000. This is a 59' x 133.5' parcel zoned R-4, containing 7,876 square feet. The sale price was equal to \$48.25 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, three of the existing residences have been demolished. They sold from \$42.24 to \$48.25 per square foot and averaged \$44.42 per square foot for a buildable site.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the \$44.40 (rd) average value of a buildable site or \$19.98 per square foot, rounded to \$20.00 per square foot is indicated.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$20.00 per square foot is indicated for the subject property.

425 square feet @ \$20.00 per square foot =

\$8,500

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$8,500

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of July 22, 2011 was

EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (Exp. 9/30/11)

DATE: August 16, 2011

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING	
SECTION NUMBER EPS Agenda	DEPARTMENT Community Development	
ITEM Contract Change Order #1	APPROVAL Dan Deeter	
2011 Resurfacing Program -	Village Engineer	
Brothers Asphalt Paving, Inc.		

Staff is recommending approval of the attached change order 1. To maximize the amount of resurfacing conducted in 2011, staff is recommending that the following blocks should be resurface:

Surface Asphalt Remove and Replacement (R&R)

Third Street between Elm to Oak

Third Street between Garfield to Park

Fourth Street between Elm to Oak

Fourth Street between Oak to County Line Road

Portland Cement Concrete Street Patching

Eighth Street between Oak to County Line Road

The following are the budget estimates for the proposed change order using the contract's current unit pricing (final costs are dependent upon actual quantities used):

2011 Resurfacing Budget	\$1,660,000.00
Brothers Asphalt Contract	\$1,312,577.80
Funds Available	\$ 347,422.20
Four blocks of asphalt R&R	\$ 225,298.85
One block of PCC patching	\$ 64,800.00
Total change order request	\$ 290,098.85
-	·
Remaining in the budget	\$ 57,323.35

The remaining funds within the budget are available for repairs to First Street (provided on a separate RBA), additional construction observation requirements (to be coordinated with HR Green), and for construction contingencies.

MOTION: To Approve a Resolution for the 2011 Resurfacing Project Construction Contract Change Order Number 1 in the Amount Not to Exceed \$290,098.85 to Brothers Asphalt Paving, Inc.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACT	ION:			
BOARD ACTION:				

RESOLUTION NO.

A RESOLUTION APPROVING CERTAIN CONTRACT CHANGE ORDER

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

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

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

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

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

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

<u>Section 4.</u> <u>Execution of Change Order.</u> The Village Manager is authorized to execute the Change Order on behalf of the Village.

Section 5.	Effective Date. This resolu	tion shall be in full force a	nd effective	
from and after its p	passage and approval.			
			1.	
PASSED: this_	day of	2011.		
AYES:				
NAYS:				
ABSENT:				
APPROVED this	day of	2011.		
		Village President		
ATTEST:		•	•	
Village (Clerk			

Exhibit A VILLAGE OF HINSDALE CHANGE ORDER

Project:		2011 Resurfacing Project			(Change Order No
Location: Various Streets					Contract No N/	
Cont	ractor:	Brothers Asphalt Paving, Inc	o.]	Date: 08-16-2011
	Third Third Fourtl Fourtl ortland (Description of Changes Involumental Remove and Replacemental Street between Elm to Oak Street between Garfield to Parlin Street between Elm to Oak in Street between Oak to County Cement Concrete Street Patchin in Street between Oak to County in Street between Oak to County Reason for Change: To maximize the amount of	ent (R&I k y Line R ng y Line R	oad oad		ollowing blocks:
	C.	Revision in Contract Price:	Total:	Addition \$290,	,098.85	•
II.	Adjus	tments in Contract Price:				i.
1.	Origin	nal Contract Price	\$1,312	2,577.80		
2.		addition) (reduction) due				
	-	previous Change Orders	\$	0.00		
3.	Nos Contra	act Price, not including	Ф	0.00		
		hange Order	\$1,312	2,577.80		
4.		tion) (Reduction) to Contract				
_		due to this Change Order	\$ 290),098.85		
3.	5. Contract Price including this Change Order			2,676.65		
Acce	pted:					
Conti	ractor: B	rothers Asphalt Paving, Inc.		•		
By:						
Dy.	Signat	nature of Authorized Representative			Date	
Villa	ge of Hi	nsdale:				• :.
By:						
Jy.	Signat	ture of Authorized Representa	tive		Date	