

**VILLAGE OF HINSDALE
MINUTES OF THE MEETING OF THE
VILLAGE BOARD OF TRUSTEES
March 15, 2011**

The Hinsdale Village Board of Trustees regularly scheduled meeting was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, March 15, 2011 at 7:30 p.m.

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

Absent: None

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Assistant Village Manager/Director of Finance Darrell Langlois, Building Commissioner Robb McGinnis, Police Chief Brad Bloom, Fire Chief Mike Kelly, Director of Public Services George Franco, Director of Parks & Recreation Gina Hassett and Deputy Village Clerk Christine Bruton

Also Present: Chuck Fieldman - The Doings, Joe Rusich – Trib Local, Dennis Jacobs – Patch.com, Ken Knudson – The Hinsdalean

APPROVAL OF MINUTES

President Cauley asked for changes or corrections to the minutes, there being none, Trustee Saigh moved **to approve the minutes of the Regular Meeting of March 1, 2011**. Trustee Angelo seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

None.

CONSENT AGENDA

President Cauley removed Items A & B for separate consideration and read the amended Consent Agenda as follows:

Items Recommended by Zoning & Public Services Committee

Item A: Ordinance Amending Article VI (Office Districts), Section 6-106 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Real Estate Offices, with a Maximum of 10 Agents, in the O-1 specialty Office District as Special Uses, and; (Item taken separately)

Item B: Ordinance Approving a Special Use Permit to Allow a Real Estate Office, With a Maximum of 10 Agents, for the Property Located at 22 N. Lincoln Street (Item taken separately)

Item C: Ordinance Approving Site Plans and Exterior Appearance Plans for Replacement and Repair of Certain Shelters at the Property Located at 5891-5911 South County Line Road (KLM Park) (O2011-13) (Omnibus vote)

Item D: Ordinance Amending Article IX (District Regulations of General Applicability), Section 9-104 (Off-Street Parking), Subsection F (Residential Use Requirements), Subsection 3 (Parking and Driveways for Residential Uses), Subsection (C) (Widths) of the Hinsdale Zoning Code (O2011-14) (Omnibus vote)

Items Recommended by Environment & Public Safety Committee

Item E: Intergovernmental Agreement between Village of Hinsdale, Graue Mill Homeowners Association, and the County of DuPage for the Graue Mill County Condominiums Flood Investigation Study, Subject to Village Attorney Review (Omnibus vote)

Item F: Federal Signal Corporation (University Park, IL) for a Proposed Cost of \$99,995 (not to exceed \$100,000) to Install a Wireless Mesh Video Surveillance System at the Grade Crossings with the condition the antennae's needed for this hardware will not exceed 6' above the roof line (Omnibus vote)

Item G: Waive the Competitive Bidding Process and Award a Contract for Tree Inventory Services and Development of an Emerald Ash Borer Management Plan to Natural Path Forestry in the Amount of \$26,700 to be Funded by \$20,000 from Illinois Technical Assistance Grant and \$6,700 through the Tribute Tree Fund and Tree Removal Fund (Omnibus vote)

Item H: Waive the Competitive Bid Process and Extend the Fertilizer and Pest Control Contract with Tru-Green Limited Partnership for 2011 in the Amount of \$18,720 and for 2012 for \$19,215. (Omnibus vote)

Item I: Extend Bid #1450, Custodial Services in Village Facilities, to DanMar in the Amount of \$101,136 for a Two-Year Contract (Omnibus vote)

Item J: Award the HCA Chimney Reconstruction and Tuck Pointing Project to Fortune Restoration in the Amount of \$18,000. (Omnibus vote)

Item K: Award Bid #1485, Sewer Cleaning, Televising and Root Cutting, to American Underground, Inc for the Contract Price of \$37,200. (Omnibus vote)

Item L: Award Bid #1486, Water Leak Detection Survey, to Water Services in the Amount of \$8,200. (Omnibus vote)

Item M: Extend Bid #1466, Fuel Delivery, with Al Warren Oil Company, Inc., with Pricing for Fuel Delivery to Remain at \$0.01 over OPIS Average for Gasoline and \$0.02 over OPIS Average for Diesel (Omnibus vote)

Items Recommended by Administration & Community Affairs Committee

Item N: Waiver of Fees to the Hinsdale Center for the Arts for use of KLM (Omnibus vote)

Item O: Waive the Formal Bid Process and Award a Contract in the Amount of \$32,756 to Mortensen's Roofing for the Roof Repair at KLM and to Waive the Formal Bid Process and Award a Contract in the Amount of \$14,000 to Heat Engineering for the Removal and Repair of Duct Work at KLM (Omnibus vote)

Item P: Waive the Formal Bid Process and Award a Contract in the Amount of \$29,500 to Atlas Restoration for the Community Pool Pump House Foundation Repairs (Omnibus vote)

Item Q: Award of Bid #1489 to Alaniz Landscape Group in the Amount of \$24,149 for Repairs to the Retaining Wall at KLM (Omnibus vote)

Item R: Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale (O2011-15) (Omnibus vote)

Item S: Resolution Extending the Period of Participation in the Intergovernmental Personnel Benefit Cooperative (IPBC) for a Period of Three Additional Years (R2011-01) (Omnibus vote)

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Ordinance Amending Article VI (Office Districts), Section 6-106 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Real Estate Offices, with a Maximum of 10 Agents, in the O-1 Specialty Office District as Special Uses, and;

Ordinance Approving a Special Use Permit to Allow a Real Estate Office, With a Maximum of 10 Agents, for the Property Located at 22 N. Lincoln Street

President Cauley introduced the item and explained that he received an email from Plan Commission Chair Neale Byrnes stating that the Plan Commission felt they didn't have enough time to look at this case and requested that it be sent back to the Plan Commission for fuller vetting. President Cauley explained that the temporary use expires on March 21st but can be extended tonight. He believes if the Plan Commission wants more time and there is no detriment to the applicant it would be wise to send it back. The Plan Commission is concerned about the reference in the ordinance to the ten agent limit, there may be more; the document includes eleven parking spaces, President Cauley counted eight or nine spaces. Director of Community Development Robb McGinnis reported going by the property and there were always unused parking spaces. Mr. Doug Fuller addressed the Board stating that Ms. Feinstein has five full-time agents, but 40 agents that work from home. He explained that the building is cleaned up and the Fire Department has specified the number of legal occupants in the building. Concern was expressed about full staff meetings. Village Attorney Florey explained the process and noted that the facts have to match up with the special use. Discussion followed regarding these points and whether or not this Board should amend the ordinance tonight.

Trustee Angelo moved to send **Ordinance Amending Article VI (Office Districts), Section 6-106 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Real Estate Offices, with a Maximum of 10 Agents, in the O-1 specialty Office District as Special Uses, and; Ordinance Approving a Special Use Permit to Allow a Real Estate Office, With a Maximum of 10 Agents, for the Property Located at 22 N. Lincoln Street back to the Plan Commission and extend the Special Use Permit 90 days.** Trustee Saigh seconded the motion. Trustee LaPlaca clarified that the matter be sent back with the recommendation there be a maximum of ten agents on site.

AYES: Trustees Angelo, Saigh, Geoga and President Cauley

NAYS: Trustees LaPlaca, Williams and Schultz

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Trustee Williams moved **Approval and Payment of the Accounts Payable for the Period of February 18, 2011 through March 4, 2011 in the aggregate**

amount of \$591,125.95 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Geoga seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Engineering Services for Bidding and Construction Observation of the Chestnut Street Improvement Project to Clark Dietz, Inc. in an amount not to exceed \$281,949.00

Trustee LaPlaca explained that Clark Dietz, Inc. did the engineering plans for this project and staff recommended retaining them for this phase of the project because of their familiarity. Since the project hadn't been sent out to bid, EPS wanted to make sure the price was the best. Mr. Jay Olson, of Clark Dietz, renegotiated some of the figures and came back with the bid before the Board tonight. It is not as conservative as the original and allows that overages would come back for Board approval should they occur. Trustee LaPlaca moved to approve the **Engineering Services for Bidding and Construction Observation of the Chestnut Street Improvement Project to Clark Dietz, Inc. in an amount not to exceed \$281,949.00.** Trustee Geoga seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

President Cauley noted that 5% of these costs relate to coming to meetings, he would like to check with Trustee LaPlaca on EPS and the Board if it's necessary to have them attend. Further, it makes sense to move metered vendor or consultant issues to the top of the agenda.

Presentation of the FY 2011-12 Annual Performance Budget
(Item taken out of order)

Trustee Geoga presented the FY 2011-2012 initial budget proposal. He explained that the draft budget was posted on the Village website February 18th and was prepared by management in consultation with the Village president and ACA chair. This is a discussion document, comments and discussion are welcome. He outlined the review process and adoption schedule noting that the Finance Commission, after extensive review, did not recommend any modifications. He explained a top priority over a period of years will continue to be addressing deferred infrastructure problems. He outlined funding sources and said the new sales tax will help, but the Village will need continued contributions from the corporate fund, grant funding and some borrowed funds. He noted that economic recovery is built into this plan, but the end of recession will not cure the problem.

Trustee Geoga provided highlights of the corporate fund proposal in terms of infrastructure and non-infrastructure capital expenditures, cautioning the Board that there are several non-infrastructure expenditures that have been deferred, but will need to be addressed in the near future. He reiterated the focus of this Board on the Master Infrastructure Plan; outlining the means by which the Village can fund this plan. He pointed out that this budget is a dynamic process and that since the publication of this draft, there have been new developments. Census data may impact per capita revenue sharing, the FOP has declined to adjust contractual COLA to be more in line with actual cost of living, new pension laws have been enacted and Gateway agency contributions have been adjusted.

Trustee Schultz questioned the funding of skate board park repairs. Director of Parks and Recreation Gina Hassett volunteered other capital improvements that could be done. Discussion followed. The Board reached consensus to spend the money on windows at the warming hut instead. Trustee Williams asked about the line item for the Woodlands; Trustee LaPlaca explained that it is for the engineering plan for the Woodlands project. Trustee Geoga explained that departments don't have discretionary spending, if they want to spend money or change an allocation, it has to go back to the Board for approval. Mr. Cook noted that capital items are budgeted specifically, if there are leftover monies at the end of the year they are reallocated. Trustee Saigh noted that while there is no extra money in the budget, would the Village be able to take advantage of any special opportunity that could arise. President Cauley replied that the budget is a guiding principal; there is some flexibility.

ZONING AND PUBLIC SAFETY

None.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Village Board of Trustees and no need for a Closed Session, Trustee Saigh **moved to adjourn the meeting of March 15, 2011.** Trustee LaPlaca seconded the motion.

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

NAYS: None



ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 9:00 p.m.

ATTEST: _____
Christine M. Bruton, Deputy Village Clerk

AGENDA ZONING & PUBLIC SAFETY SECTION		ORIGINATING DEPARTMENT Community Development		
Ordinance amending 9-1-4 Permit Fees ITEM for unmetered water		APPROVED Robert McGinnis Director/Bldg. Cmsr.		
<p>For the last several years the Village has charged permit applicants a fee of \$100 for unmetered water when a permit is pulled that includes a new water service. This is primarily tied to either new construction or a major renovation.</p> <p>Staff has recently become aware of several instances where the water meter was either not installed in a timely manner and the permit holders used far more water than what the charge was meant to cover, or not installed at all. Until a final inspection is scheduled and an account is created, staff has no way to ensure that the meter is installed in a timely manner other than to try and police it as other inspections are done.</p> <p>Based on this information, staff is seeking a motion to adopt an ordinance amending 9-1-4 to raise the "unmetered water" fee to \$300.00. This fee would be charged quarterly until the water meter is installed and an account is set up. It is our hope that this will encourage permittees to get the meter installed early. If the Committee concurs with staff's recommendation, the following motion would be appropriate:</p> <p>Motion: To recommend to the Board of Trustees adoption of an Ordinance amending Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 4 (Permit Fees) Subsection B5 (Building Permit Fees), of the Village of Hinsdale Municipal Code.</p>				
STAFF APPROVALS				
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
<p>COMMITTEE ACTION: At its March 28, 2011 meeting, the ZPS Committee unanimously moved to recommend approval of the above motion.</p>				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE AMENDING TITLE 9 (BUILDING REGULATIONS),
CHAPTER 1 (ADMINISTRATIVE PROVISIONS), SECTION 4 (PERMIT
FEES), SUBSECTION B5 (PLUMBING PERMIT FEES)
REGARDING THE FEE FOR UNMETERED WATER

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

Section 1. Village Code Amended. Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 4 (Permit Fees), Subsection B5 (Plumbing Permit Fees) is amended by deleting the overstricken language and adding the underlined language to read as follows:

9-1-4: PERMIT FEES:

* * *

B. Building Permit Fees.

* * *

5. Plumbing Permit Fees:

* * *

Unmetered water (see also
Section 7-4F-5 of this Code)

~~100.00~~ 300.00 (charged
quarterly until meter is
installed and approved)

* * *

Section 2 Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST

Christine M. Bruton, Deputy Village Clerk

Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Sec. 9-1-4 03-10-11.doc

REQUEST FOR BOARD ACTION

Agenda		Originating	
Section Number	Zoning & Public Safety Committee	Department	Police
Item Number: Recommendation to Purchase Pay box and allow Daily Parking with fees at the West Hinsdale Depot.		Approved	Chief Bradley Bloom <i>BSB(mw)</i>
SUMMARY OF REQUESTED ACTION:			
<p>In an effort to best manage the use of our current parking inventory we regularly review parking usage around within the Village. As part of this review we observed that we have approximately 30 unused spaces at the West Hinsdale Depot. We also observed approximately 45 vehicles parked on Burlington in Clarendon Hills presumably to access the train at the West Hinsdale Depot.</p> <p>These areas are controlled by permit parking. A comparison of the parking rates found that we are at \$280/\$310 (resident/non-resident) and Clarendon Hills is at \$180/\$220 (resident/non-resident) for six months (130 parking days less holidays). This calculates to a daily rate for Hinsdale of \$2.15/\$2.15 (resident/non-resident) and Clarendon Hills daily fee of \$1.38/\$1.69 (resident/non-resident).</p> <p>We have two options to better utilize the available parking; the first is to lower our parking fees to be more competitive with Clarendon Hills. The second option is to install a Pay box and charge a daily rate using both a system of permits and fees as we do at the Highland Depot.</p> <p>The cost of a pay box is \$9,590 including annual fees and maintenance. In summary, if some of the people parking in CH used the pay box for 30 open spaces per day x 260 parking days a year at \$3 per day equals \$23,400 annually. This is a net revenue year one of \$13,800 and year two and beyond revenues less expenses of approximately \$22,400. These figures do not include convenience fees generated from on-line fee payments. This would be a non-budgeted capital purchase.</p> <p>Therefore we are recommending the following:</p> <ul style="list-style-type: none"> The purchase of a solar powered pay box from Total Parking Solutions that includes installation, 1st year of maintenance and web monitoring for \$9,590. The solar powered pay box we are recommending is less expensive than other pay boxes we have purchased, has reduced installation costs but only accepts credit cards and coins as opposed to currency. Adjusting the ordinance to allow for a daily fee of .25 cents per hour (consistent our other commuter lots) and restricting future permits in West Hinsdale to Village residents only. <p>MOTION: To recommend that the Village Board approve the purchase of a solar powered pay box, from Total Parking Solutions for \$9,590 and implement a parking fee of .25 per hour and restrict future West Hinsdale Depot parking permits to Village residents.</p>			
Approval	Approval	Approval	Manager's Approval <i>[Signature]</i>
COMMITTEE ACTION:			
<p>At its meeting of March 28, 2011, the ZPS Committee unanimously voted to recommend approval of the above motion.</p>			
BOARD ACTION:			



Total Parking Solutions Inc.

**Village of Hinsdale
West Hinsdale Metra Station
Parking Equipment Proposal
March 11, 2011**

ParkMobile Pay by Phone

- ❖ Provide and install informational/instruction signage and hardware
- ❖ Provide informational brochures and distribute to commuters the morning of activation by TPS and Parkmobile personnel

Initial set up and programming, onetime fee	\$	N/A
Additional sites - \$ 250.00 per site, onetime fee	\$	incl.
Total	\$	incl.

**Total Equipment with one year WebOffice and
Service and Maintenance Coverage** **\$ 9,590.00**

TERMS AND CONDITIONS

<i>Delivery -</i>	<i>installation 2 weeks after order</i>
<i>Payment Terms-</i>	<i>50% billable upon placement of order, balance due upon completion of installation</i>

Please sign below and fax to 630-241-1985 to initiate order

Proposed by:

Accepted by:

Total Parking Solutions, Inc.

Signature

Date



Total Parking Solutions Inc.

**Village of Hinsdale
West Hinsdale Metra Station
Parking Equipment Proposal
March 11, 2011**

Equipment

1 Cale Compact XL Pay by Space Terminal \$ 8,000.00

Cabinet 9 gauge stainless steel construction, color – green, solar powered with 10 w solar panel, 55 amp hour battery, card reader, spare coin canister, keypad for multi-space w/communication board, GSM modem and antennae, one roll receipt paper, custom software and programming, instruction graphics, installation hardware, one year warranty on parts, ninety day warranty on service, training for collection and first line maintenance, shipping F.O.B. Hinsdale

Installation of pedestals, terminal mounting, and activation incl.

Total Equipment \$ 8,000.00

Cale WebOffice Central Management System

Provides cellular communication for:

- On line real time credit card payment (PCI complaint)
- ParkMobile Pay By Phone integration
- alarms and warnings sent via SMS text or e-mail to owner and/or service technician
- remote access to maintenance, statistical and financial reporting
- remote enforcement via web-enabled device

\$ 65.00 per terminal per month

Year one annual cost \$ 780.00

Service and Maintenance Coverage

Cost is labor only for the remainder of year one (9 months)
not covered by warranty **\$ 810.00**

** Includes regularly scheduled quarterly preventive maintenance inspections*

DATE: March 30, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION Zoning & Public Safety Committee		DEPARTMENT Police Department		
ITEM NUMBER: Recommendation to Purchase Replacement Squad car		APPROVAL Chief Bradley Bloom <i>BSB (mk)</i>		
SUMMARY OF REQUESTED ACTION:				
<p>We recently learned that a patrol vehicle slated for replacement and included in the draft FY 11/12 budget is out of service and in need of a costly repair estimated at over \$3,500. The repair cost would add little value to the vehicle beyond what we could sell the vehicle for at auction in "as is" condition.</p> <p>The vehicle in question is a 2008 Ford Expedition with 110K miles and is used by our supervisors on a 24/7 basis due to it being equipped specialized patrol and tactical equipment used for emergency responses that cannot be carried in the sedan type vehicles that comprises the remainder of our marked police patrol vehicle fleet.</p> <p>Therefore, we are seeking approval to immediately replace the vehicle with a 2011 Chevy Tahoe SUV that is currently available in the dealer's inventory and under the terms of the Suburban Purchasing Cooperative. We are not paying a type of premium for this vehicle being immediately available for delivery.</p> <p>If we are unable to take advantage of the availability of this vehicle we would expect to wait 12-16 weeks following receipt of our order for a replacement vehicle.</p> <p>We are therefore recommending purchasing a 2011 Chevy Tahoe with the police interceptor for \$26, 242 from Currie Motors of Frankfort under the terms of the Suburban Purchasing Cooperative.</p> <p>MOTION: To recommend that the Village Board approve the purchase of a 2011 Chevy Tahoe for \$26, 242 from Currie Motors of Frankfort under the terms of the Suburban Purchasing Cooperative.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL <i>[Signature]</i>
COMMITTEE ACTION:				
<p>At its meeting on March 28, 2011, the ZPS committee unanimously voted to recommend approval of the above motion.</p>				
BOARD ACTION:				

Currie Motors Fleet

9423 W. Lincoln Highway

Frankfort, IL 60423

(815) 464-9200 (708) 562-4500

Ford

Chevrolet

03/16/11

Hinsdale Police Department

RE: 2011 Tahoe

2011 Chevrolet Tahoe PPV	\$24,232.00
Dual Batteries	115.00
Spot Light	460.00
Secure Idle Over-ride	285.00
Two Tone Paint	1,150.00
Total	\$ 26,242.00

VIN 1GNLC2E03BR226886



A Joint Purchasing Program For Local Government Agencies

September 8, 2010

Currie Fleet
Mr. Thomas Sullivan
7901 W. Roosevelt Road
Forest Park, IL 60461

Dear Mr. Sullivan,

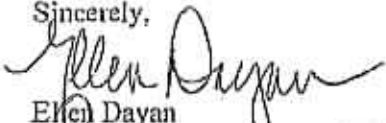
This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved a one year contract extension with Currie Fleet of Forest Park, IL for the SPC 2011 Chevrolet Tahoe 4x2 Police Pursuit Vehicle.


The original contract was written from November 16, 2009 through November 15, 2010 with 3 possible one-year extensions. This is to request the first contract extension from November 16, 2010 through November 15, 2011. With acceptance of this contract extension, Currie Fleet of Forest Park, IL agrees to all terms and conditions set forth in the specifications contained within the original Request for Proposal to which you responded. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.


Currie Fleet, Forest Park, 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 Fleet, Forest Park, IL. 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

 09/08/10
Name: Ellen Dayan Date
Northwest Municipal Conference


Name: Tom Sullivan
Currie Fleet

Date 9/10/10

*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) 206-1153
Fax: (708) 206-1133

*Will County
Governmental League*
3180 Theodore Street, Suite 101
Joliet, IL 60435
Anna Binger
Phone: (815) 729-3535
Fax: (815) 729-3536

- Steering Column, tilt-wheel, adjustable with brake/transmission shift interlock
- Steering Wheel – vinyl
- Theft-deterrent System – vehicle, PASS-Key III
- Tire Pressure Monitoring System- (does not apply to spare tire)
- Visors
- Warning Tones
- Windows – power with driver Express-down and lockout features
- Assist Steps – black
- Daytime Running Lamps – with automatic exterior lamp control
- Door Handles – black
- Fascia – front color keyed
- Fascia – rear color keyed
- Glass – Solar-Ray deep tinted (all windows except light-tinted glass on windshield and driver and front passenger side glass)
- Headlamps – dual halogen composite with automatic exterior lamp control and flash-to-pass feature
- Liftgate – with liftglass, rear door system with rear-window wiper/washer
- Mirrors – outside heated power-adjustable, manual-folding
- Recovery Hooks – front, frame-mounted
- Tire – spare P265/70R17
- Tires – P265/70R17 all-season, blackwall
- Tire Carrier – lockable outside spare, winch-type mounted under frame at rear
- Wheel – 17" full-size, steel spare
- Wipers – front intermittent wet-arm with flat blade and pulse washers
- Wiper – rear intermittent with washer
- Alternator – 160 amps
- Brakes – 4-wheel anti-lock, 4-wheel disc, VAC power
- Cooling – auxiliary transmission oil cooler, heavy-duty air-to-oil
- Cooling – external engine oil cooler
- StabiliTrak – stability control system with Proactive Roll Avoidance and Traction Control
- Steering – power
- Suspension – front coil-over shock with stabilizer bar
- Suspension – rear multi-link with coil springs
- Suspension Package – police rated
- Transmission – 6-speed automatic electronically controlled with overdrive
- XM Radio Delete

REQUEST FOR BOARD ACTION

Agenda		Originating	
Section Number	Zoning & Public Safety Committee	Department	Police
Item Number	Contract Renewal - Village Ordinance Prosecutor	Approved	Chief Bradley Bloom <i>BSB (mb)</i>

SUMMARY OF REQUESTED ACTION:


The current contract with Linda Pieczynski, Village Prosecutor of our field court cases, will expire on May 31, 2009.

Ms. Pieczynski has worked under contract with the Village since 1984.

Our police officers and code enforcement personnel have indicated that the consistency of prosecution and availability of Attorney Pieczynski has benefited the Village greatly in the presentation of court cases. Moreover, Ms. Pieczynski is a recognized expert in municipal code enforcement having written books and lectured Nationally on the topic.

Staff respectfully requests that the Village of Hinsdale renew the contract, effective from June 1, 2011 through May 31, 2012, the contract includes an increase in the hourly fee from \$130 to \$135 and as well as increase in the rate per court session will increase from \$180 to \$185. Ms. Pieczynski's rates have remained static since 2008.

MOTION: To recommend that the Village Board renew the contract of Attorney Linda Pieczynski for the period of June 1 2011 through May 31, 2012 with an hourly rate of \$135 per hour and \$185 per court appearance..

Approval	Approval	Approval	Approval	Manager's Approval 
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COMMITTEE ACTION:

At its meeting on March 28, 2011, the ZPS committee unanimously voted to recommend approval of the above motion.

BOARD ACTION:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2011 by and between the VILLAGE OF HINSDALE, DuPage and Cook Counties, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 125 West Second Street, Hinsdale, Illinois 60521, P.C.

WITNESSETH:

WHEREAS, LINDA S. PIECZYNSKI, Attorney at Law, P.C. is a professional corporation in the State of Illinois; and

WHEREAS, the VILLAGE OF HINSDALE is desirous of having its Village Ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

1. LINDA S. PIECZYNSKI, Attorney at Law, P.C. (Hereinafter referred to as Linda S. Pieczynski) shall prosecute all violations of the ordinances of the VILLAGE OF HINSDALE and shall represent the Village at all regular Court sessions held at the Field Court designated for said Village's cases during the term of this Agreement.

2. The VILLAGE OF HINSDALE shall pay LINDA S. PIECZYNSKI One Hundred Eighty-Five-Five Dollars (\$185.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violation at the designated Field Court. In the event a session exceeds two hours in length, an additional fee shall be due at the rate of One Hundred Thirty-Five (\$135.00) per hour exceeding the original two hours.

3. In addition to said fee payment, the VILLAGE OF HINSDALE agrees to pay LINDA S. PIECZYNSKI One Hundred Thirty-Five (\$135.00) per hour for any telephone consultation, research or trial preparation done in connection with the prosecution of said Village Ordinance violations, for time spent in the preparation of Court documents or correspondence involving said cases and for any Court appearances by LINDA S. PIECZYNSKI at a Court other than the designated Field Court when she is representing the VILLAGE OF HINSDALE in the prosecution of the violations of its ordinances.

4. The VILLAGE OF HINSDALE agrees to reimburse LINDA S. PIECZYNSKI for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage or photocopying).

5. LINDA S. PIECZYNSKI agrees to provide a qualified attorney to represent the VILLAGE OF HINSDALE in her absence due to illness, conflict in Court schedule or vacation period. The payment for the service of said third party shall be made by LINDA S. PIECZYNSKI to said party.

6. The VILLAGE OF HINSDALE may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.

7. This Agreement will be effective from June 1, 2011 through May 31, 2012. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But LINDA S. PIECZYNSKI agrees to give Thirty (30) days prior written notice to the VILLAGE OF HINSDALE.

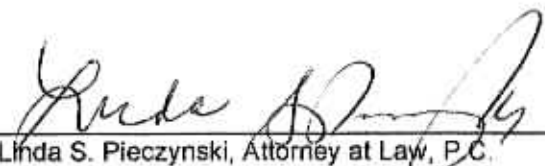
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this _____ day of _____, 2011.

By: _____

ATTEST:

Village Clerk



Linda S. Pieczynski, Attorney at Law, P.C.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2011 by and between the VILLAGE OF HINSDALE, DuPage and Cook Counties, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 125 West Second Street, Hinsdale, Illinois 60521, P.C.

WITNESSETH:

WHEREAS, LINDA S. PIECZYNSKI, Attorney at Law, P.C. is a professional corporation in the State of Illinois; and

WHEREAS, the VILLAGE OF HINSDALE is desirous of having its Village Ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

1. LINDA S. PIECZYNSKI, Attorney at Law, P.C. (Hereinafter referred to as Linda S. Pieczynski) shall prosecute all violations of the ordinances of the VILLAGE OF HINSDALE and shall represent the Village at all regular Court sessions held at the Field Court designated for said Village's cases during the term of this Agreement.

2. The VILLAGE OF HINSDALE shall pay LINDA S. PIECZYNSKI One Hundred Eighty-Five-Five Dollars (\$185.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violation at the designated Field Court. In the event a session exceeds two hours in length, an additional fee shall be due at the rate of One Hundred Thirty-Five (\$135.00) per hour exceeding the original two hours.

3. In addition to said fee payment, the VILLAGE OF HINSDALE agrees to pay LINDA S. PIECZYNSKI One Hundred Thirty-Five (\$135.00) per hour for any telephone consultation, research or trial preparation done in connection with the prosecution of said Village Ordinance violations, for time spent in the preparation of Court documents or correspondence involving said cases and for any Court appearances by LINDA S. PIECZYNSKI at a Court other than the designated Field Court when she is representing the VILLAGE OF HINSDALE in the prosecution of the violations of its ordinances.

4. The VILLAGE OF HINSDALE agrees to reimburse LINDA S. PIECZYNSKI for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage or photocopying).

5. LINDA S. PIECZYNSKI agrees to provide a qualified attorney to represent the VILLAGE OF HINSDALE in her absence due to illness, conflict in Court schedule or vacation period. The payment for the service of said third party shall be made by LINDA S. PIECZYNSKI to said party.

6. The VILLAGE OF HINSDALE may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.

7. This Agreement will be effective from June 1, 2011 through May 31, 2012. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But LINDA S. PIECZYNSKI agrees to give Thirty (30) days prior written notice to the VILLAGE OF HINSDALE.

8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.


DATED this _____ day of _____, 2011.

By: _____

ATTEST:

Village Clerk


Linda S. Pieczynski, Attorney at Law, P.C.

AGENDA SECTION ZPS		ORIGINATING DEPARTMENT Administration		
ITEM Hamptons of Hinsdale		APPROVED David C. Cook Village Manager		
<p>As you are aware in 2006 the Village approved a redevelopment project for the old L'Marquis property to be called the Hamptons of Hinsdale. In 2008, the project came to an abrupt halt due to financial difficulties and the property went into federal receivership. Last July, First Bank notified the Village that it had acquired clear title to the property and would begin actively marketing it. In early March, the Village was notified by First Bank that they have signed a purchase agreement for the property with Citizens Bank who in turn had an agreement with Inland Real Estate to complete the project.</p> <p>Over the past two weeks, representatives of Inland and the Village have been working on the Transfer Assumption Agreement and a Second Amendment to the Development Agreement both of which are attached for the Committee's consideration. The Transferee Assumption Agreement simply transfers the rights and obligations under the current development agreement from First Bank and Citizens Bank (current owners) to Inland Opportunity Hinsdale Hamptons, LLC. Significant changes to the original development agreement which are included in the Second Amendment to the Development Agreement are as follows:</p> <ul style="list-style-type: none"> • Changes the completion date of the Public Improvements to December 31, 2011 • Establishes new maintenance bond and letter of credit amounts for the project • Extends the time period for the construction trailer through February 29, 2012 • Allows signage for marketing of the project until 90% of all units are sold <p>If the Committee concurs with the recommendation, the following motion would be appropriate:</p> <p>Motions: 1) To recommend to the Board of Trustees Approval of a Resolution Approving and Authorizing the Execution and Attestation of a Transferee Assumption Agreement, subject to closing. 2) To recommend to the Board of Trustees Approval of a Resolution Approving a Second Amendment to the Development Agreement Between the Village of Hinsdale and Inland Opportunity Hinsdale Hamptons, LLC for the Hamptons of Hinsdale Property.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
<p>COMMITTEE ACTION:</p> <p>At the ZPS Committee meeting on March 28th, the Committee unanimously recommended approval of the motions listed above.</p>				
<p>BOARD ACTION:</p>				

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION AND ATTESTATION
OF A TRANSFeree ASSUMPTION AGREEMENT**

WHEREAS, the Village of Hinsdale and GSH Development, LLC entered into that certain agreement relating to the development of property commonly known as the Hamptons of Hinsdale dated as of June 20, 2006, and recorded in the Office of the DuPage County Recorder of Deeds on September 26, 2006, as Document No. R2006-187196 (the "Development Agreement"), and amended by that certain Amendment to Development Agreement dated March 20, 2007 in connection with the development and use of the L' Marquis property in the Village (the "Subject Property"); and

WHEREAS, Citizens Financial Bank and First Bank (collectively referred to as the "Owners") acquired the Subject Property pursuant to a foreclosure action on July 14, 2010; and

WHEREAS, the pendency of the foreclosure action and resulting acquisition by the Owners stayed the development of the Subject Property and the running of any applicable time periods; and

WHEREAS, Inland Opportunity Hinsdale Hamptons, L.L.C. (the "Transferee") purchased the Subject Property from the Owners (the "Transfer Property"); and

WHEREAS, as a condition to the conveyance of the Transfer Property to the Transferee, the Village and the Owners require that the Transferee agrees to comply with all the terms, requirements, and obligations of the Development Agreement.

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

Section 1. Recitals. The foregoing recitals are incorporated herein as if fully set forth.

Section 2. Approval of Transferee Assumption Agreement. The Transferee Assumption Agreement by and between the Village and the Transferee shall be, and the same hereby is, approved in a form substantially the same as is attached hereto

and by this reference incorporated herein and made a part hereof as Exhibit 1 (the "Transferee Assumption Agreement").

Section 3. Execution of Transferee Assumption Agreement. The Village President and the Deputy Village Clerk shall be, and they hereby are, authorized and directed to execute and attest, respectively, the Transferee Assumption Agreement on behalf of the Village of Hinsdale; provided, however, that they shall neither execute nor attest the Transferee Assumption Agreement on behalf of the Village unless and until (i) the Transferee shall have fully executed and delivered an original of the Transferee Assumption Agreement to the Village, (ii) the Transferee shall have deposited with the Village Manager the performance security required pursuant to Section 3 of the Transferee Assumption Agreement, and (iii) the Transferee shall have paid all fees, costs, and expenses due pursuant to Section 4 of the Transferee Assumption Agreement for which demand has been made prior to the execution of the Transferee Assumption Agreement by the Village.

Section 4. Severability and Repeal of Inconsistent Ordinances and Resolutions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution. All ordinances, resolutions or adopted motions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this ____ day of _____, 2011.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this ____ day of April 2011, by and among Citizens Financial Bank and First Bank (collectively referred to as the "Owners"), Inland Opportunity Hinsdale Hamptons, L.L.C. (the "Transferee"), and the Village of Hinsdale, an Illinois municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Transferee purchased from the Owners certain real property situated in Cook County, Illinois, known as the L' Marquis Property of Hinsdale and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

WHEREAS, the Transferee now is the legal owner of the Subject Property; and

WHEREAS, as a condition to the conveyance of the Subject Property by the Owners, the Owners and the Village require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain development agreement titled "Development Agreement By and Between the Village of Hinsdale and GSH Development, LLC" dated as of June 20, 2006, and recorded in the Office of the DuPage County Recorder of Deeds on June 20, 2006, as Document No. R2006-187196, and amended by that certain Amendment to Development Agreement dated March 20, 2007 and that certain Second Amendment to Development Agreement dated April __, 2011 (the "Development Agreement"), pursuant to which the development of the Subject Property was approved.

NOW, THEREFORE, in consideration of the agreement of the Owners to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the Village, the Owners, and the Transferee as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

Section 2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, as they relate to any and all improvements on or for the

Subject Property and regardless of whom the terms, requirements, and obligations are to be performed and provided for by, or on whom they are imposed.

Section 3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 4 of the Development Agreement. After execution of this Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security, if any, to the Owners. In addition, and not in limitation of the foregoing, the Transferee, upon the request of the Village, shall provide the Village with any reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require from time to time, excluding additional financial or performance security.

Section 4. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement or the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses in connection with the negotiation, preparation, consideration, and review of this Agreement.

Section 5. Acknowledgment and Release of Transferor. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligations to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owners from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement, but only as they relate to improvements on or for the Subject Property.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF HINSDALE

By: _____
Thomas K. Cauley, Jr.,
Village President

ATTEST:

By: _____
Christine M. Bruton
Deputy Village Clerk

CITIZENS FINANCIAL BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

FIRST BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

INLAND OPPORTUNITY
HAMPTONS, L.L.C., an Illinois
limited liability company

By: Inland Opportunity Business
Manager and Advisor, Inc., an Illinois
corporation

By: _____
Guadalupe Griffin
Vice President

ATTEST:

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledge before me on _____, 2011,
by Thomas K. Cauley, Jr., the Village President of the VILLAGE OF HINSDALE,
an Illinois municipal corporation, and by Christine M. Bruton, the Deputy Village
Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on _____, 2011,
by _____, the _____ of CITIZENS FINANCIAL BANK, a
_____ banking corporation, and attested by _____, the
_____ of said corporation, which individuals are known to me to be
the identical persons who signed the foregoing instrument as such officers of the
corporation for and on behalf of said corporation, and that they executed the same
as their free and voluntary act and deed, and as the free and voluntary act and deed
of said banking corporation, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

The foregoing instrument was acknowledged before me on _____, 2011,
by _____, the _____ of FIRST BANK, a
_____ banking corporation, and attested by _____, the
_____ of said corporation, which individuals are known to me to be
the identical persons who signed the foregoing instrument as such officers of the
corporation for and on behalf of said corporation, and that they executed the same
as their free and voluntary act and deed, and as the free and voluntary act and deed
of said banking corporation, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

The foregoing instrument was acknowledged before me on _____, 2011,
by Guadalupe Griffin, Vice President of said Inland Opportunity Business Manager
and Advisor, Inc., an Illinois corporation, sole manager of Inland Opportunity Fund,
L.L.C., a Delaware limited liability company, sole member of INLAND
OPPORTUNITY HINSDALE HAMPTONS, L.L.C., an Illinois limited liability
company, and attested by _____, the _____ of said
company which individuals are known to me to be the identical persons who signed
the foregoing instrument as such officers of the Company for and on behalf of said
Company, and that they executed the same as their free and voluntary act and
deed, and as the free and voluntary act and deed of said Company, for the uses and
purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HINSDALE
AND INLAND OPPORTUNITY HINSDALE HAMPTONS, L.L.C. FOR THE
HAMPTONS OF HINSDALE PROPERTY**

WHEREAS, the Village of Hinsdale and GSH Development, LLC entered into that certain agreement relating to the development of property commonly known as the Hamptons of Hinsdale dated as of June 20, 2006, and recorded in the Office of the DuPage County Recorder of Deeds on September 26, 2006, as Document No. R2006-187196 (the "Development Agreement"), and amended by that certain Amendment to Development Agreement dated March 20, 2007 ("Amendment") in connection with the development and use of the L' Marquis property in the Village (the "Subject Property"); and

WHEREAS, Citizens Financial Bank and First Bank (collectively referred to as the "Owners") acquired the Subject Property pursuant to a foreclosure action on July 14, 2010; and

WHEREAS, the pendency of the foreclosure action and resulting acquisition by the Owners stayed the development of the Subject Property and the running of any applicable time periods; and

WHEREAS, Inland Opportunity Hinsdale Hamptons, L.L.C. (the "Transferee") purchased the Subject Property from the Owners (the "Transfer Property"); and

WHEREAS, the Transferee has agreed to execute a Transferee Assumption Agreement which is a required condition to the conveyance of the Transfer Property to the Transferee providing that the Transferee agrees to comply with all the terms, requirements, and obligations of the Development Agreement; and

WHEREAS, the Village and the Transferee are in agreement that a Second Amendment to the terms of the Development Agreement and the First Amendment will serve for a more orderly development of the Subject Property.

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

Section 2. Second Amendment Approved. The Second Amendment to Development Agreement between the Village of Hinsdale and Inland Opportunity Hinsdale Hamptons, L.L.C., is approved in substantially the form of the Agreement attached to this Resolution.

Section 3. Execution of Second Amendment. The Village President and the Deputy Village Clerk shall be, and they hereby are, authorized and directed to execute and attest, respectively, the Second Amendment on behalf of the Village of Hinsdale; provided, however, that they shall neither execute nor attest the Second Amendment unless and until (i) the Transferee and the Owners shall have fully executed and delivered an original of the Transferee Assumption Agreement to the Village, (ii) the Transferee shall have deposited with the Village Manager the performance security required pursuant to Section 3 of the Transferee Assumption Agreement, and (iii) the Transferee shall have paid all fees, costs, and expenses due pursuant to Section 4 of the Transferee Assumption Agreement for which demand has been made prior to the execution of the Transferee Assumption Agreement by the Village.

Section 4. Severability and Repeal of Inconsistent Ordinances and Resolutions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this resolution. All ordinances, resolutions or adopted motions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this ____ day of _____, 2011.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND
INLAND OPPORTUNITY HINSDALE HAMPTONS, L.L.C.
FOR THE HAMPTONS OF HINSDALE PROPERTY**

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HAMPTONS OF HINSDALE PROPERTY (the "Second Amendment"), is made and entered into as of this ____ day of April, 2011, by and between the VILLAGE OF HINSDALE, an Illinois municipal corporation, (the "Village") and INLAND OPPORTUNITY HINSDALE HAMPTONS, L.L.C. (the "Developer").

RECITALS

WHEREAS, the Village and GSH Development, LLC (the "Original Developer") executed that certain Development Agreement by and between the VILLAGE OF HINSDALE and GSH DEVELOPMENT, LLC for the Hamptons of Hinsdale Property (the "Development Agreement") on or about June 20, 2006, and that certain Amendment to Development Agreement between the Village of Hinsdale and GSH Development, LLC for the Hamptons of Hinsdale Property dated March 20, 2007 ("First Amendment"); and

WHEREAS, INLAND OPPORTUNITY HINSDALE HAMPTONS, L.L.C. is the successor developer to the Original Developer and has requested certain modifications and clarifications of the Development Agreement and the First Amendment; and

WHEREAS, the Village and the Developer are in agreement that an Amendment to the terms of the Development Agreement and the First Amendment will serve for a more orderly development of the Property; and

WHEREAS, the President and Board of Trustees of the Village, after due and careful consideration, have concluded that this Second Amendment to the Development Agreement is appropriate and necessary.

NOW, THEREFORE, the Developer and the Village agree to the following amendments to the Development Agreement and the First Amendment:

1. All of the above Recitals are incorporated herein by reference as if fully restated herein as this paragraph 1.
2. The Village and the Developer agree to the terms and provisions of this Second Amendment and acknowledge and agree that as modified by the terms and provisions of this Second Amendment, the Development Agreement and the First Amendment remain in full force and effect with each party hereto maintaining its rights and obligations thereunder, and in the event of a conflict between the terms and provisions of the Development Agreement and the terms and provisions of the First Amendment, the terms and provisions of the First Amendment shall prevail, and in the event of a conflict between the terms and provisions of the Development Agreement and/or the First Amendment and this Second Amendment, the terms and provisions of this Second Amendment shall control and prevail. The terms and provisions of the Development Agreement, the First Amendment and this Second

Amendment shall bind as well as inure to the benefit of each successor Developer of the Property.

3. In the event that any defined term used herein that is not defined in this Second Amendment, such defined term shall have the meaning ascribed to same in the Development Agreement and/or the First Amendment.
4. The Village acknowledges that:
 - (a) the zoning and special use permits described in the Sixth WHEREAS of the Development Agreement remain in full force and effect and are applicable to the Property;
 - (b) the various approved plans specified in items 2 through 5 of Section 2 of the Development Agreement have not been modified and remain in full force and effect and are applicable to the Property subject to future modification of the unit mix (for example substituting an approved Unit A for an approved Unit D) requested by Developer and approved by the Village;
 - (c) existing structures including the partially built condominium building (Building 6), the partially constructed townhome building (Building 3) and the two existing foundations (Buildings 4 and 5) were constructed in accordance with permits issued by the Village of Hinsdale and work under those permits is considered complete. Existing Structures will not be subject to any code changes which have been made since permits were issued for the construction of said structures which would require the modification, demolition and/or reconstruction of said structures;
 - (d) the completion dates for the earthwork and mass grading, curb and gutter and installation of the binder course for the streets as described in the First Amendment were completed to the satisfaction of the Village on or before the dates specified in the First Amendment and that the new completion date for the final surface of the asphalt, fine grading and landscaping detailed on the attached Exhibit "A", which can be completed in phases, shall be performed subject to "Uncontrollable Circumstances" as defined in paragraph 15 herein, no later than December 31, 2011 and upon completion of these improvements pursuant to Subsection 4(F)(1) of the Development Agreement, the Village will promptly accept the dedication of Kennedy Lane and associated improvements (i.e. street lights, parkway trees, sidewalk, etc.) as public improvements. Notwithstanding the provisions of this paragraph, the installation of sidewalks and parkway trees which interfere with construction access to any proposed building may be deferred until construction has reached a stage where construction access that may damage the sidewalk or parkway trees is no longer necessary ;
 - (e) the Original Developer has provided the Village with satisfactory "as built" or "record" drawings and specifications for the Improvements completed to date as required by the provisions of Subsection 4(G) of the Development Agreement, which completed Improvements are listed on Exhibit "B" attached hereto and

made a part hereof; and

- (f) except for the Improvements listed and depicted on Exhibit "A" attached hereto and made a part hereof, the original Improvements have been completed to the satisfaction of the Village, and Developer agrees to complete the Improvements listed and depicted on Exhibit "A" by December 30, 2011 subject to the terms of paragraph 4(d) above..
5. The required maintenance bond or letter of credit for the public Improvements shall be in the amount of \$134,584.00 and shall remain in full force and effect pursuant to the provisions of Subsection 3(I) of the Development Agreement, and the performance bond or letter of credit for the public Improvements listed on Exhibit "A" shall be in the amount of \$117,738.50.
 6. The required letter of credit for building construction shall be in the amount of \$130,000.00.
 7. It is agreed that the Village will extend the time period specified in Subsection 4(M) of the Development Agreement for use of Construction Trailers through the completion of construction and a Sales Trailer to be located in the common area on the southeast corner of Grant and Kennedy until February 29, 2012, and agrees that the Developer may use condominium units, townhome units or common areas of a condominium building as a sales area.
 8. The Village has not previously approved a Declaration of Covenants, Restrictions and Easements as required by Section 8 of the Development Agreement and will not unreasonably withhold approval of same when presented to the Village by the Developer.
 9. Developer shall be allowed, for the purposes of marketing the project, to erect marketing signage in the following locations subject to the applicable provisions of the Village Code governing real estate signs as modified herein until 90% of all units for the project are sold:
 - Kennedy and Grant - 1 Community ID sign, no greater than 80 SF per side.
 - Kennedy and Washington - 1 Community ID Sign, no great than 80 SF per side.
 - Model Identification sign - Up to 3 signs, 15 SF per side, illuminated until 10:00 p.m. at Building 6 and Building 9.
 - Hours of Operation sign - Up to 2 signs, 25 SF per side, illuminated until 10:00 p.m. at Building 6 and Building 9.
 10. The Village agrees that upon completion of the shell and core permits for each building, the Village shall issue certificates of occupancy for units as they are completed pursuant to the Village Code.
 11. Without any waiver of the right to do so, the Village is not now claiming any liens

against the Property or any indemnification obligations under the Development Agreement or First Amendment.

12. The Developer agrees that it shall execute and deliver to the Village the Transferee Assumption Agreement, attached hereto as "Exhibit D" and made a part hereof, prior to execution of this Second Amendment.
13. Notices and other communications to the Developer pursuant to Section 16 of the Development Agreement shall be addressed to, and delivered at, the following address:

INLAND OPPORTUNITY HINSDALE HAMPTONS, L.L.C.
2901 Butterfield Road
Oak Brook, IL 60523
ATTN: General Counsel

15. "Uncontrollable Circumstances" means any event which is beyond the reasonable control of and without the fault of the Party relying thereon, and is one or more of the following events: (i) an insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade; (ii) epidemic, hurricane, tornado, landslide, earthquake, lighting, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of nature; (iii) governmental condemnation or taking other than by the Village; (iv) strikes, labor disputes or work stoppages; (v) unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction; (vi) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement; (vii) unknown or unforeseeable geo-technical or environmental conditions; (viii) major environmental disturbances; (ix) vandalism; or (x) terrorist acts. Uncontrollable Circumstances shall not include (i) economic hardship; (ii) unavailability of materials, except as described herein; or (iii) a failure of performance by a contractor (except as caused by events which are uncontrollable Circumstances as to the contractor). For each day that the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Second Amendment shall be extended by one (1) day.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE
FOLLOWS]**

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

VILLAGE OF HINSDALE

ATTEST:

By: _____
Thomas K. Cauley, Jr.
Village President

By: _____
Christine M. Bruton
Deputy Village Clerk

INLAND OPPORTUNITY HINSDALE
HAMPTONS, L.L.C.

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Z:\PLS\Village of Hinsdale\Hamptons of Hinsdale\Development Agreement 2nd Amendment 03-24-11 clean.doc

EXHIBIT A-1



ENGINEER'S OPINION OF PROBABLE COST - PUBLIC IMPROVEMENTS
HAMPTONS OF HINSDALE
VILLAGE OF HINSDALE, ILLINOIS
 6/9/2010 - Revised 03/24/11

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - UNDERGROUND IMPROVEMENTS*					
1	Sanitary Frame Adjustment	2	EACH	\$500.00	\$1,000.00
2	Televiser Sanitary Sewer	850	LF	\$2.00	\$1,700.00
3	Adjust Existing Fire Hydrant	1	EACH	\$1,000.00	\$1,000.00
4	Televiser Storm Sewer Line	800	LF	\$2.00	\$1,600.00
TOTAL SCHEDULE I - UNDERGROUND IMPROVEMENTS					\$5,300.00
SCHEDULE II - ON-SITE ROADWAY IMPROVEMENTS*					
1	Hot-Mix Asphalt Binder Course, N50 - 1.5"	50	SY	\$10.00	\$500.00
2	Hot-Mix Asphalt Surface Course, N50 - 1.5"	3,770	SY	\$8.00	\$30,160.00
3	Concrete Curb Type B-6.12	20	LF	\$12.00	\$240.00
4	Curb & Gutter Removal	20	LF	\$10.00	\$200.00
5	Pavement Removal	50	SY	\$10.00	\$500.00
6	Sawcut Pavement	110	LF	\$3.50	\$385.00
7	PCC Sidewalk - (5" with Subbase, 6' wide)	6,000	SF	\$6.00	\$36,000.00
8	Pavement Markings (Stop Bars)	1	LUMP SUM	\$1,500.00	\$1,500.00
9	Re-Set Street Light	1	EACH	\$3,000.00	\$3,000.00
10	Parkway Trees	29	EACH	\$350.00	\$10,150.00
TOTAL SCHEDULE II - ON-SITE ROADWAY IMPROVEMENTS					\$82,635.00
TOTAL SCHEDULES I-II					\$87,935.00

* - Refer to "Required Improvements Exhibit"

Prepared By: Manhard Consulting, Ltd.
 700 Springer Drive
 Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.



ENGINEER'S OPINION OF PROBABLE COST - SOIL EROSION AND SEDIMENT CONTROL IMPROVEMENTS
HAMPTONS OF HINSDALE
VILLAGE OF HINSDALE, ILLINOIS
 June 9, 2010
 Revised March 24, 2011

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - SOIL EROSION AND SEDIMENT CONTROL IMPROVEMENTS*					
1	Silt Fence (Stockpile Perimeter)	700	LF	\$2.00	\$1,400.00
2	Silt Removal at all basin outfall points	1	LUMP SUM	\$2,000.00	\$2,000.00
3	Storm Sewer Flushing of pipe run directly upstream of all basin outfall points	1	LUMP SUM	\$1,500.00	\$1,500.00
4	Silt Removal, Topsoil Respread, and Re-seeding at East Property Line	1	LUMP SUM	\$2,000.00	\$2,000.00
5	Miscellaneous Temporary Seeding	4	ACRE	\$1,800.00	\$7,200.00
6	Erosion Control Monitoring and Maintenance	1	LUMP SUM	\$5,000.00	\$5,000.00
TOTAL SCHEDULE I					\$19,100.00

* - Refer to "Required Improvements Exhibit"

Prepared By: Manhard Consulting, Ltd.
 700 Springer Drive
 Lombard, Illinois 60148

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.



PUBLIC IMPROVEMENTS
NOTE - SURFACE COURSE CONSTRUCTION TO BE COMPLETED
FOR ALL PAVEMENT LOCATED WITHIN THE R.O.W.
**SOIL EROSION & SEDIMENT
CONTROL IMPROVEMENTS**
PRIVATE IMPROVEMENTS
LIMITS OF "PUBLIC" AREA

[illegible]

SOIL EROSION & SEDIMENT
CONTROL IMPROVEMENTS
PRIVATE IMPROVEMENTS
LIMITS OF "PUBLIC" AREA

FILE # 24

TRANSACTIONS OF THE
HISTORICAL SOCIETY OF ILLINOIS

3 OF 16



SIEBERT
ENGINEERING INC.

4001 VINCENNA AVENUE, SUITE 100
LITTLE FALLS, NJ 07643
PHONE: 201/341-1300
FAX: 201/341-1301

Circle 10 on Reader Service Card

30-May-06



ENGINEER'S OPINION OF PROBABLE SITE IMPROVEMENTS COST

FOR: WEXFORD DEVELOPMENT, INC
13 EAST FIRST STREET
HINSDALE, IL 60521

BY: SIEBERT ENGINEERS, INC.
4951 INDIANA AVENUE, SUITE 100
LISLE, IL 60532

SEI PROJECT NO. 7302

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
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Site Demolition

A-1	PAVEMENT REMOVAL	1	LS	\$50,000.00	\$50,000.00
A-2	WATERMAIN REMOVAL	1	LS	\$22,000.00	\$22,000.00
A-3	SANITARY SEWER REMOVAL	1	LS	\$16,000.00	\$16,000.00
A-4	STORM SEWER REMOVAL	1	LS	\$18,000.00	\$18,000.00
A-5	E/T/C REMOVAL	1	LS	\$24,000.00	\$24,000.00
	SUBTOTAL				\$130,000.00

Earthwork, Soil Erosion and Sediment Control

B-1	SILT FENCE	4,500	LF	\$3.00	\$13,500.00
B-2	FILTER TRAPS	27	EA	\$50.00	\$1,350.00
B-3	VEGETATIVE BLANKET (Detention Pond)	4,800	SY	\$1.00	\$4,800.00
B-4	CONSTRUCTION ENTRANCE	1	LS	\$5,000.00	\$5,000.00
B-5	RIP RAP	40	SY	\$50.00	\$2,000.00
B-6	TOPSOIL SPREADING	21,000	SY	\$1.50	\$31,500.00
B-7	SEEDING (Open Space)	21,000	SY	\$0.50	\$10,500.00
B-8	MASS EARTHWORK - EXCAVATION AND FILL	1	LS	\$160,000.00	\$160,000.00
B-9	TOPSOIL STRIPPING AND STOCKPILE	1	LS	\$100,000.00	\$100,000.00
	SUBTOTAL				\$328,650.00

Water Main Improvements

C-1	8" DIA. D.I.W.M. CL. 52	2,480	LF	\$24.00	\$59,520.00
C-2	8" DIA. VALVE IN 4' DIA. VAULT	6	EA	\$1,200.00	\$7,200.00
C-3	FIRE HYDRANT WITH AUX. VALVE AND BOX	8	EA	\$2,000.00	\$16,000.00
C-4	SLEEVE AND VALVE UNDER PRESSURE	1	EA	\$2,500.00	\$2,500.00
C-5	1-1/2" SERVICE LINE	1,400	LF	\$15.00	\$21,000.00
C-6	CA-6 TRENCH BACKFILL	830	CY	\$30.00	\$24,900.00
C-7	BORE AND JACK	1	LS	\$5,000.00	\$5,000.00
	SUBTOTAL				\$136,120.00

<u>Sanitary Sewer Improvements</u>				
D-1	6" SDR 26 PVC SANITARY PIPE	1,390 LF	\$20.00	\$27,800.00
D-2	8" SDR 26 PVC SANITARY PIPE	1,270 LF	\$22.00	\$27,940.00
D-3	TYPE A 48" DIA. MANHOLE	9 EA	\$1,400.00	\$12,600.00
D-4	6" PVC CLEAN-OUT	30 EA	\$200.00	\$6,000.00
D-5	CA-6 TRENCH BACKFILL	360 CY	\$30.00	\$10,800.00
D-6	BORE AND JACK	1 LS	\$5,000.00	\$5,000.00
	SUBTOTAL			\$90,140.00

<u>Storm Sewer Improvements</u>				
E-1	4" SDR 35 PVC SUMP DRAIN	620 LF	\$18.00	\$11,160.00
E-2	6" SDR 26 PVC SUMP DRAIN	440 LF	\$20.00	\$8,800.00
E-3	12" RCP C76 CL. IV	1,250 LF	\$17.00	\$21,250.00
E-4	15" RCP C76 CL. IV	650 LF	\$20.00	\$13,000.00
E-5	18" RCP C76 CL. IV	340 LF	\$23.00	\$7,820.00
E-6	21" RCP C76 CL. IV	100 LF	\$26.00	\$2,600.00
E-7	24" RCP C76 CL. IV	330 LF	\$29.00	\$9,570.00
E-8	27" RCP C76 CL. IV	330 LF	\$32.00	\$10,560.00
E-9	12" RCP C76 CL. IV END SECTION	2 EA	\$200.00	\$400.00
E-10	27" RCP C76 CL. IV END SECTION	2 EA	\$500.00	\$1,000.00
E-11	24" DIA. INLET	7 EA	\$800.00	\$5,600.00
E-12	48" DIA. MANHOLE	7 EA	\$1,400.00	\$9,800.00
E-13	60" DIA. MANHOLE	3 EA	\$2,200.00	\$6,600.00
E-14	72" DIA. MANHOLE	3 EA	\$3,500.00	\$10,500.00
E-15	84" DIA. MANHOLE	1 EA	\$4,500.00	\$4,500.00
E-16	48" DIA. CATCH BASIN	20 EA	\$1,600.00	\$32,000.00
E-17	60" DIA. CATCH BASIN	2 EA	\$2,400.00	\$4,800.00
E-18	CA-6 TRENCH BACKFILL	880 CY	\$30.00	\$26,400.00
SUBTOTAL				\$186,360.00

<u>Roadway Improvements</u>				
F-1	ROUGH GRADING	11,600 SY	\$1.00	\$11,600.00
F-2	FINE GRADING	11,600 SY	\$2.00	\$23,200.00
F-3	AGGREGATE BASE COURSE	11,600 SY	\$10.00	\$116,000.00
F-4	BITUMINOUS CONCRETE BINDER COURSE	9,500 SY	\$5.00	\$47,500.00
F-5	BITUMINOUS CONCRETE SURFACE COURSE	9,500 SY	\$5.00	\$47,500.00
F-6	BITUMINOUS MATERIALS (PRIME COAT)	3,800 GAL	\$1.25	\$4,750.00
F-7	BITUMINOUS MATERIALS (TACK COAT)	1,400 GAL	\$1.25	\$1,750.00
F-8	SPECIAL PAVEMENT	1,100 SY	\$20.00	\$22,000.00
F-9	FIRE LANE GRASS PAVERS	3,000 SY	\$15.00	\$45,000.00
F-10	B6.12 BARRIER CURB AND GUTTER	5,200 LF	\$15.00	\$78,000.00
F-11	M4.12 MOUNTABLE CURB AND GUTTER	175 LF	\$13.00	\$2,275.00
F-12	THICKENED EDGE SIDEWALK	1,000 LF	\$30.00	\$30,000.00
F-13	PCC SIDEWALK	2,100 SY	\$20.00	\$42,000.00
F-14	STREET SIGNS AND STRIPING	1 LS	\$3,000.00	\$3,000.00
	SUBTOTAL			\$474,575.00

GRAND TOTAL

\$1,345,845.00

Exhibit D
TRANSFeree ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this ____ day of April 2011, by and among Citizens Financial Bank and First Bank (collectively referred to as the "Owners"), Inland Opportunity Hinsdale Hamptons, L.L.C. (the "Transferee"), and the Village of Hinsdale, an Illinois municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Transferee purchased from the Owners certain real property situated in Cook County, Illinois, known as the L' Marquis Property of Hinsdale and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

WHEREAS, the Transferee now is the legal owner of the Subject Property; and

WHEREAS, as a condition to the conveyance of the Subject Property by the Owners, the Owners and the Village require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain development agreement titled "Development Agreement By and Between the Village of Hinsdale and GSH Development, LLC" dated as of June 20, 2006, and recorded in the Office of the DuPage County Recorder of Deeds on June 20, 2006, as Document No. R2006-187196, and amended by that certain Amendment to Development Agreement dated March 20, 2007 (the "Development Agreement"), pursuant to which the development of the Subject Property was approved.

NOW, THEREFORE, in consideration of the agreement of the Owners to convey the Subject Property to the Transferee and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the Village, the Owners, and the Transferee as follows:

Section 1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

Section 2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, as they relate to any and all improvements on or for the

Subject Property and regardless of whom the terms, requirements, and obligations are to be performed and provided for by, or on whom they are imposed.

Section 3. Assurances of Financial Ability. Contemporaneously with the Transferee's execution of this Agreement, the Transferee shall deposit with the Village Manager the performance security required by Section 4 of the Development Agreement. After execution of this Agreement by the Village and deposit with the Village Manager of the required performance security, the Village shall surrender the original performance security, if any, to the Owners. In addition, and not in limitation of the foregoing, the Transferee, upon the request of the Village, shall provide the Village with any reasonable assurances of financial ability to meet the obligations assumed hereunder as the Village may require from time to time, excluding additional financial or performance security.

Section 4. Payment of Village Fees and Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement or the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses in connection with the negotiation, preparation, consideration, and review of this Agreement.

Section 5. Acknowledgment and Release of Transferor. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligations to comply with the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village hereby releases the Owners from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement, but only as they relate to improvements on or for the Subject Property.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF HINSDALE

By: _____
Thomas K. Cauley, Jr.,
Village President

ATTEST:

By: _____
Christine M. Bruton
Deputy Village Clerk

CITIZENS FINANCIAL BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

FIRST BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

INLAND OPPORTUNITY
HAMPTONS, L.L.C., an Illinois
limited liability company

By: Inland Opportunity Business
Manager and Advisor, Inc., an Illinois
corporation

By: _____
Guadalupe Griffin
Vice President

ATTEST:

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledge before me on _____, 2011, by Thomas K. Cauley, Jr., the Village President of the VILLAGE OF HINSDALE, an Illinois municipal corporation, and by Christine M. Bruton, the Deputy Village Clerk of said municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me on _____, 2011, by _____, the _____ of CITIZENS FINANCIAL BANK, a _____ banking corporation, and attested by _____, the _____ of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

The foregoing instrument was acknowledged before me on _____, 2011, by _____, the _____ of FIRST BANK, a _____ banking corporation, and attested by _____, the _____ of said corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the corporation for and on behalf of said corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said banking corporation, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS


The foregoing instrument was acknowledged before me on _____, 2011, by Guadalupe Griffin, Vice President of said Inland Opportunity Business Manager and Advisor, Inc., an Illinois corporation, sole manager of Inland Opportunity Fund, L.L.C., a Delaware limited liability company, sole member of INLAND OPPORTUNITY HINSDALE HAMPTONS, L.L.C., an Illinois limited liability company, and attested by _____, the _____ of said company which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the Company for and on behalf of said Company, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

MEMORANDUM

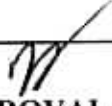

Date: April 1, 2011
To: President and Board of Trustees
From: Chris Bruton, Deputy Clerk 
RE: Board Agenda Items - ACA Consent ²

The supporting documentation for the ACA Consent items can be found in the ACA packet for the meeting on April 4th.

Thank you.

cc: Village Attorney
Department Heads

DATE April 01, 2011

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT Finance		
ITEM	Accounts Payable	APPROVED Darrell Langlois Assistant Village Manager/Director of Finance		
<p>At the meeting of April 05, 2011 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of March 05, 2011 through April 01, 2011 in the aggregate amount of \$854,923.61 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1499

FOR PERIOD March 12, 2011 through April 01, 2011

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$854,923.61 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 3/31/11
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 3/31/11
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1499
Summary By Fund**

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	218,897.99	-	145,010.05	363,908.04
Motor Fuel Tax Fund	23000	17,981.65	-	-	17,981.65
Capital Project Fund	45300	31,052.12	-	-	31,052.12
Water & Sewer Operations	61061	163,457.86	-	-	163,457.86
Police Pension Fund	71100	1,875.12	-	-	1,875.12
Escrow Funds	72100	50,252.00	-	-	50,252.00
Payroll Revolving Fund	79000	17,141.62	-	209,255.20	226,396.82
Total		500,658.36	-	354,265.25	854,923.61

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
AFLAC-FLEXONE		
57535 AFLAC OTHER	0318110000000000	264.33
57536 AFLAC SLAC	0318110000000000	204.90
57537 ALFAC OTHER	0318110000000000	314.97
	CHECK NO. 85796	784.20
CIT TECHNOLOGY FIN SERV IN		
57543 ALARM	18791149	152.50
57545 ALARM	18594423	152.50
	CHECK NO. 85797	305.00
COGGER, STEPHEN W.		
57546 IPPFA CONFERENCE	15397	153.97
	CHECK NO. 85798	153.97
COLONIAL LIFE PROCCESING		
57529 COLONIAL S L A C	0318110000000000	54.33
57530 COLONIAL OTHER	0318110000000000	27.63
	CHECK NO. 85799	81.96
FITZPATRICK DENNIS & MARY		
57548 DEPOSIT REFUND	A-19-10	324.00
	CHECK NO. 85800	324.00
HARRIS TRUST & SAVINGS		
57544 4TH QUARTER	986000595	780.60
	CHECK NO. 85801	780.60
JUDGEMENT CREDITOR #50738		
57542 WAGE GARNISHMENT	0318110000000000	249.03
	CHECK NO. 85802	249.03
LSNB AS TRUSTEE FOR POST		
57538 PEHP REGULAR	0318110000000000	2201.61
57539 PEHPPD	0318110000000000	580.20
	CHECK NO. 85803	2781.81
NATIONWIDE RETIREMENT SOL		
57531 USCM/PEBSCO	0318110000000000	1630.00
	CHECK NO. 85804	1630.00
STATE DISBURSEMENT UNIT		
57540 CHILD SUPPORT	0318110000000000	1411.38
	CHECK NO. 85805	1411.38
STATE DISBURSEMENT UNIT		
57541 CHILD SUPPORT	0318110000000000	313.21

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
STATE DISBURSEMENT UNIT	CHECK NO. 85806	313.21
VILLAGE OF HINSDALE		
57532 MEDICAL REIMBURSEMENT	0318110000000000	202.50
57533 DEP CARE REIMBURSEMENT	0318110000000000	99.98
57534 MEDICAL REIMBURSEMENT	0318110000000000	521.42
	CHECK NO. 85807	823.90
ZAHALKA, WILLIAM		
57547 IPPFA CONFERENCE	14055	140.55
	CHECK NO. 85808	140.55
ACS FIREHOUSE SOLUTIONS		
57712 FIRE SOFTWARE MAINT	333532-03/11	1185.00
	CHECK NO. 85809	1185.00
ADT SECURITY SERVICES INC		
57852 KEY FOB SYSTEM	43321331	579.95
	CHECK NO. 85810	579.95
AFLAC-FLEXONE		
57787 SERVICES	615905ER	96.00
	CHECK NO. 85811	96.00
AIR ONE EQUIPMENT		
57762 EQUIPMENT	72273	205.00
	CHECK NO. 85812	205.00
ALEXANDER EQUIPMENT		
57802 SWITCH	74759	77.01
	CHECK NO. 85813	77.01
ALL STAR AUTO GLASS		
57845 WINDOW REPLACEMENT	B67226	699.79
	CHECK NO. 85814	699.79
ALLIED WASTE REPUBLIC SVC		
57838 PW DUMPSTERS	59734	75.99
	CHECK NO. 85815	75.99
AM REGIONAL TAXI, INC.		
57800 SENIOR TAXI	1588	30.00
	CHECK NO. 85816	30.00
ANCEL, GLINK, DIAMOND,		
57827 LEGAL SERVICES	24381	3000.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ANCEL, GLINK, DIAMOND,	CHECK NO. 85817		3000.00
ARRA SURVEY COMPANY			
57895 SURVYING SERVICES	36360	250.00	
	CHECK NO. 85818		250.00
AT & T			
57784 TELEPHONE	158399-03/11	1583.99	
57785 TELEPHONE	6307897000-03/11	5021.91	
	CHECK NO. 85819		6605.90
ATWELL & ATWELL			
57797 LEGAL SERVICES	80000-03/11	800.00	
	CHECK NO. 85820		800.00
AVAYA FINANCIAL SERVICES			
57888 RENTAL	18978101	78.60	
	CHECK NO. 85821		78.60
BANDIT INDUSTRIES, INC.			
57806 GAUGE	439327	195.83	
	CHECK NO. 85822		195.83
BANNERVILLE USA			
57755 BANNERS	12874	116.00	
	CHECK NO. 85823		116.00
BERNHOLDT ERIK			
57792 ILEAS CONFERENCE	2500-03/11	25.00	
	CHECK NO. 85824		25.00
BIETERMAN RICK			
57813 BB OFFICIAL	59040	40.00	
	CHECK NO. 85825		40.00
BIETERMAN, SEAN			
57776 BB OFFICIAL	259-03/11	259.00	
	CHECK NO. 85826		259.00
BLANFORD DESIGNS			
57676 CONR BD/615 S WASHINGTON	17046	500.00	
	CHECK NO. 85827		500.00
BOZICH, JOSEPH			
57690 CONT BD/5834 S GRANT	19096	500.00	
	CHECK NO. 85828		500.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
BROCKMAN, KIM 57896 AMENDMENT REFUND	V-9-10 CHECK NO. 85829	168.00	168.00
BROCKMAN, KIM 57897 AMENDMENT REFUND	A-28-10 CHECK NO. 85830	435.79	435.79
BROCKMAN, KIM 57900 ESCROW REFUND	A-29-10 & V-9-10 CHECK NO. 85831	375.00	375.00
CASE LOTS INC 57713 PAPER GOODS	030633/030511	662.80	
57769 PAPER GOODS	030322/415/418/3	892.77	
57841 PAPER TOWELS	030657	159.60	
	CHECK NO. 85832		1715.17
CDW-GOVERNMENT INC. 57786 PRINTER	WR28170 CHECK NO. 85833	123.79	123.79
CINTAS 57721 RUGS TOWELS ETC	769578282	242.81	
57779 RUGS TOWELS ETC	769581767	161.31	
	CHECK NO. 85834		404.12
CLARK DIETZ ENGINEERS 57705 VEECK PARK	408208	1920.00	
57707 OAK ST BRIDGE	3	31052.12	
	CHECK NO. 85835		32972.12
COMED 57700 314 SYMONDS	1653148069-03/11	46.45	
57866 KLM LODGE	7093551008-03/11	1672.29	
57867 BROOK PARK	8605174005-03/11	88.87	
57868 VEECK PARK	3454039030-03/11	1854.36	
57869 CLOCK TOWER	0381057101-03/11	24.56	
57870 PIERCE PARK	7011378007-03/11	75.55	
57871 WALNUT STREET	7011481009-03/11	26.12	
57872 RR	7011157008-03/11	75.00	
57873 FOUNTAIN	0471095066-03/11	53.82	
57874 POOL	8605437007-03/11	434.28	
57875 SAFETY TOWN	7261620005-03/11	16.18	
57876 WATER PLANT	8521400008-03/11	33.45	
57877 CHESTNUT STREET	0203065105-03/11	59.15	
57878 STOUGH PARK	8689480008-03/11	15.05	

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
COMED		
57879 ELEANOR PARK	8689206002-03/11	51.40
57880 BURNSFIELD	8689640004-03/11	15.05
57881 ROBBINS PARK	8521083007-03/11	458.60
57882 TRAIN STATION	8521342001-03/11	753.61
57883 WASHINGTON STREET	2378029015-03/11	39.17
57884 VEECK PARK	2425068008-03/11	817.61
57885 ROBBINS PARK	0639032045-03/11	15.05
57886 WARMING HOUSE	0303017056-03/11	297.79
	CHECK NO. 85836	6923.41
COMMERCIAL COFFEE SERVICE		
57741 COFFEE SUPPLIES	106063	114.50
57808 COFFEE SUPPLIES	105965	31.50
57864 COFFEE SUPPLIES	106219	70.00
	CHECK NO. 85837	216.00
CONNELLY, TOM		
57812 BB OFFICIAL	59039	111.00
	CHECK NO. 85838	111.00
CONTROLLED FORCE		
57851 TRAINING	5122	870.00
	CHECK NO. 85839	870.00
COURTNEYS SAFETY LANE		
57790 SAFETY INSPECTIONS	4110228/4110211	64.00
	CHECK NO. 85840	64.00
CTR FOR PUBLIC SAFETY		
57832 GRAD LUNCH	19963	44.00
	CHECK NO. 85841	44.00
CUNNINGHAM, KIRSTEN		
57804 CLASS REFUND	95650	21.00
	CHECK NO. 85842	21.00
D & R DEVELOPMENT & CONST		
57692 CONT ED/108 E CGDEN	19268	2000.00
	CHECK NO. 85843	2000.00
DANMAR		
57739 REPAIRS	18020	11190.00
57803 KLM FIXTURE	18021	60.00
57853 KLM	18022	1047.00
	CHECK NO. 85844	12297.00

PAYER	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
DISTINCTIVE INTERIORS		
57723 COVER COUCH	188300-03/11	1883.00
	CHECK NO. 85845	1883.00
DLAND CONSTRUCTION LLC		
57799 50/50 SIDEWALK	480-2	1285.05
	CHECK NO. 85846	1285.05
DOMB STRUCTURAL ENGINEERS		
57772 INSPECTION	2940	550.00
	CHECK NO. 85847	550.00
DORR, MICHAEL		
57810 BB OFFICIAL	59037	222.00
	CHECK NO. 85848	222.00
DUPAGE COUNTY CHIEFS OF		
57865 LUNCHEON	59693	100.00
	CHECK NO. 85849	100.00
DUPAGE COUNTY SENIOR		
57831 RENEWAL	59686	60.00
	CHECK NO. 85850	60.00
DUPAGE WATER COMMISSION		
57706 WATER	9072	132776.27
	CHECK NO. 85851	132776.27
EAGLE UNIFORMS INC		
57722 UNIFORMS	207534	179.00
57732 UNIFORMS	207614	86.10
	CHECK NO. 85852	265.10
EMERGENCY MEDICAL PROD		
57761 MEDICAL SUPPLIES	207534	179.00
	CHECK NO. 85853	179.00
EXELON ENGERY INC		
57698 908 ELM	200239600080	560.12
57699 TRANSFORMER	100421800170	2428.92
	CHECK NO. 85854	2989.04
FEDEx		
57861 OVERNIGHT MAIL	743561969	179.77
	CHECK NO. 85855	179.77
FIRE PROTECTION COMPANY		

PAYER	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
FIRE PROTECTION COMPANY			
57742 POOL	16310	980.00	
	CHECK NO. 85856		980.00
FIRE SERVICE INC			
57745 REBUILD TRUCK	11250	1877.64	
57746 MAINTENANCE	11227	1000.00	
57764 ENGINE REPAIR	11163	3683.50	
	CHECK NO. 85857		6561.14
FUCHS & ROSELLI, LTD			
57822 GARFIELD	115663-1	437.50	
	CHECK NO. 85858		437.50
G & K SERVICES			
57757 UNIFORMS	1028539243	300.09	
57773 UNIFORMS	1028541763	300.09	
57777 UNIFORMS	102854302	300.09	
	CHECK NO. 85859		900.27
GLOBAL EQUIPMENT CO			
57795 SAFETY GEAR	103988139	72.94	
	CHECK NO. 85860		72.94
GRAINGER, INC.			
57789 FILTERS	9487858426	62.76	
57844 LODGE	9492744736	20.08	
	CHECK NO. 85861		82.84
GROPPI, JUNE			
57682 CONT BD/201 E HICKORY	19360	500.00	
	CHECK NO. 85862		500.00
HAMILTON DATA CARD			
57887 POOL PASSES	21082	195.00	
	CHECK NO. 85863		195.00
HANSON AGGREGATES INC			
57720 STONE	5209805	768.58	
	CHECK NO. 85864		768.58
HAVENS, JASON			
57683 CONT BD/714 S QUINCY	19362	10000.00	
	CHECK NO. 85865		10000.00
HAVENS, JASON			
57685 SITE MNGE/714 S QUINCY	19361	3000.00	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
HAVENS, JASON	CHECK NO. 85866		3000.00
HD SUPPLY WATERWORKS			
57856 WATER MAIN	2712475	2544.00	
57862 WATER METERS	2671669/2721453	5027.44	
	CHECK NO. 85867		7571.44
HERITAGE CRYSTAL CLEAN			
57738 DRUM MOUNT	11677664	259.35	
57770 DRUM MOUNT	11677389	250.29	
	CHECK NO. 85868		509.64
HR BLUEPRINT			
57766 PRINTING SUPPLIES	79919/38/57/8014	294.84	
	CHECK NO. 85869		294.84
IACE			
57798 QTERLY MEETING	59372	35.00	
	CHECK NO. 85870		35.00
IAPEM			
57826 RENEWAL	59684	25.00	
	CHECK NO. 85871		25.00
ICNA			
57834 SEMINAR	59578	250.00	
	CHECK NO. 85872		250.00
IL FIRE CHIEF ASSOCIATION			
57821 WORKSHOP	59604	250.00	
	CHECK NO. 85873		250.00
INDUSTRIAL ELECTRIC			
57840 STREET LIGHTS	195624-663	202.40	
	CHECK NO. 85874		202.40
INFORMATION DEVELOPMENT			
57750 WEB TRAC/DIALOG	100001/100002	5561.00	
57863 WEB TRAC/DIALOG	100031/32	5561.00	
	CHECK NO. 85875		11122.00
INSTITUTE IN BASIC LIFE			
57731 P & R BROCHURE	20110070	4748.17	
	CHECK NO. 85876		4748.17
IRMA			

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
IRMA 57829 FEB 2011	10479 CHECK NO. 85877	6.10	6.10
JAMES J BENES & ASSOC INC 57754 PLAN REVIEWS	1209148 CHECK NO. 85878	3200.00	3200.00
JOHNSTON, GARY 57855 FEES	14220 CHECK NO. 85879	142.20	142.20
KATSAROS, DEMETRIOS 57899 TOW REFUND	50000-03/11 CHECK NO. 85880	500.00	500.00
KERN EDGE CO 57791 PUMP	346528 CHECK NO. 85881	10.98	10.98
KIEFT BROS INC 57765 CONCRETE REPAIRS	172970 CHECK NO. 85882	343.00	343.00
KIESLER POLICE SUPPLY 57771 FMJ BALL	00671281 CHECK NO. 85883	890.16	890.16
KINGS LANDSCAPING CO 57691 CONT BD/645 S MONROE	18119 CHECK NO. 85884	250.00	250.00
KNAUL, TIFFANY 57701 STM WTR/27 S ADAMS	18615 CHECK NO. 85885	8250.00	8250.00
L3 COMMUNICATIONS 57729 MICRO PHONE	0168533 CHECK NO. 85886	259.00	259.00
L3 COMMUNICATIONS 57775 POLICE CAR VIDEO	0166977 CHECK NO. 85887	57937.00	57937.00
LANG, BILL 57809 BB OFFICIAL	59038 CHECK NO. 85888	148.00	148.00

PAYEE	INVOICE	CHECK	
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT	AMOUNT
LAW ENFORCEMENT TRAINING			
57839 POLICE TRAINING	1300	1300.00	
	CHECK NO. 85889		1300.00
LEOMEDICUS INC			
57835 TACTICS	59578	174.00	
	CHECK NO. 85890		174.00
LEXIS NEXIS RISK DATA MNG			
57824 CONTRACT FEE	130175120110228	155.00	
	CHECK NO. 85891		155.00
LINN, ADAM			
57805 CLASS REFUND	95592	100.00	
	CHECK NO. 85892		100.00
ORMAN EDUCATION SERVICES			
57825 SEMINAR	2585158-2	81.76	
	CHECK NO. 85893		81.76
LUCARELLI, MICHELLE			
57680 CONT BD/30 S THURLOW	18895	500.00	
	CHECK NO. 85894		500.00
M E SIMPSON CO INC			
57728 LEAK DETECTION	21054	645.00	
	CHECK NO. 85895		645.00
MABAS DIV 10 TRAINING			
57836 TRAINING	59605	50.00	
	CHECK NO. 85896		50.00
MANGANIELLO, JIM			
57733 METER READINGS	122276	1222.76	
	CHECK NO. 85897		1222.76
MAPLECREST HOMES INC			
57689 CONT BD/720 S MADISON	19570	10000.00	
	CHECK NO. 85898		10000.00
MAPLECREST HOMES INC			
57694 SITE MNGE/720 S MADISON	19569	3000.00	
	CHECK NO. 85899		3000.00
MCCANN INDUSTRIES, INC			
57758 ASST PARTS	07129147	1354.04	
	CHECK NO. 85900		1354.04

PAYEE	INVOICE	CHECK	
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT	AMOUNT
METROPOLITAN FIRE CHIEFS			
57892 ANNUAL TRAINING	59711	105.00	
	CHECK NO. 85901		105.00
MICRO CENTER A/R			
57891 COMPUTER SUPPLIES	2519472	90.55	
	CHECK NO. 85902		90.55
MIDWAY TRUCK PARTS			
57711 RODS	1658753	498.85	
57727 TIRE RODS	1658215	442.06	
	CHECK NO. 85903		940.91
MIDWEST HEALTH WORKS			
57719 DRUG SCREEN	18960/18962	344.00	
	CHECK NO. 85904		344.00
MILLERS PETTING ZOO			
57743 EASTER EGG HUNT	75000-03/11	750.00	
	CHECK NO. 85905		750.00
MINER ELECTRONICS			
57748 SQUAD REPAIRS	239748/747	142.50	
	CHECK NO. 85906		142.50
MURPHYS CONTRACTORS			
57794 BELT GUARD	146225	57.24	
57890 BEARINGS	146313	58.71	
	CHECK NO. 85907		115.95
NATIONAL SOCIETY OF			
57833 SEMINAR	56394	128.00	
	CHECK NO. 85908		128.00
NELSON DESIGN ASSOCIATES			
57759 DRAWINGS	11006B1102	1500.00	
	CHECK NO. 85909		1500.00
NEXTEL/SPRINT			
57860 CELL PHONES	977740515-110	2050.48	
	CHECK NO. 85910		2050.48
NICOR GAS			
57695 COUNTY LINE RD	1295211000-03/11	288.81	
57696 LODGE	0667735657-03/11	656.18	
57697 350 N VINE	1327011000-03/11	508.42	
	CHECK NO. 85911		1453.41

PAYER VCU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
NORMANDY BUILDERS			
57687 CONT BD/229 N OAK	19335	500.00	
57688 CONT BD/5618 S PARK	19566	800.00	
	CHECK NO. 85912		1300.00
NUCO2 INC			
57708 CYLINDER RENTAL	R130600898	38.50	
	CHECK NO. 85913		38.50
NW 7686			
57796 GENERATOR	71189716	123.69	
	CHECK NO. 85914		123.69
P F PETTIBONE & CO			
57819 STICKERS	22328	124.35	
	CHECK NO. 85915		124.35
PACIFIC TELEMANAGEMENT			
57893 PAY PHONES	254544	153.00	
	CHECK NO. 85916		153.00
PERMA SEAL BASEMENT SERVI			
57686 CONT BD/13 S PARK	19845	500.00	
	CHECK NO. 85917		500.00
PERSONNEL STRATEGIES LLC			
57726 PRE EMPLOYMENT TEST	030911	500.00	
	CHECK NO. 85918		500.00
PORTER LEE CORPORATION			
57823 LABELS	10183	96.00	
	CHECK NO. 85919		96.00
POWERS 24HR TOWING SERVIC			
57843 TOWING	229825	375.00	
	CHECK NO. 85920		375.00
PRAIRIE PATH PAVERS			
57677 CONT BD/529 E 3RD ST	17584	250.00	
	CHECK NO. 85921		250.00
PRAXAIR DISTRIBUTION, INC			
57709 CYLINDER RENTAL	39202936	18.27	
	CHECK NO. 85922		18.27
PRESCOTT DEVELOPMENT LLC			
57681 CONT BD/417 E THIRD	19332	500.00	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
PRESCOTT DEVELOPMENT LLC	CHECK NO. 85923		500.00
PRO SAFETY			
57714 SAFETY GEAR	2/689300/690760	140.65	
	CHECK NO. 85924		140.65
PROLIANCE ENERGY, LLC			
57703 GAS	2011021002004	7918.36	
	CHECK NO. 85925		7918.36
QUARRY MATERIALS, INC.			
57717 COLD PATCH	40739	393.96	
57737 COLD MIX	40677/40700	1032.92	
57858 COLD MIX	40752	496.86	
	CHECK NO. 85926		1923.74
QURESHI, IMRAN			
57684 CONT BD/128 N LINCOLN	19567	5000.00	
	CHECK NO. 85927		5000.00
QWEST COMMUNICATIONS			
57816 LD TELEPHONE	1154312470	74.92	
	CHECK NO. 85928		74.92
RAILROAD MANAGEMENT CO			
57811 RENT	271490	109.81	
57814 RENT	271538	109.81	
	CHECK NO. 85929		219.62
RAUCH, MARTHA			
57837 NOTARY RENEWAL	59691	55.00	
	CHECK NO. 85930		55.00
RAY OHERRON CO INC			
57854 UNIFORMS	34907/08/947/46	349.45	
	CHECK NO. 85931		349.45
REDIGER, SCOTT			
57818 CLASS REFUND	95562	42.00	
	CHECK NO. 85932		42.00
REGAS, ALLYSON			
57820 CLASS REFUND	95600	150.00	
	CHECK NO. 85933		150.00
RELIABLE FIRE EQUIPMENT C			

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
RELIABLE FIRE EQUIPMENT C		
57718 FIRE EXT SERVICES	557910	107.95
	CHECK NO. 85934	107.95
RIORDAN SIGNATURE HOMES		
57702 STM WTR/719 S BRUNER	17976	1452.00
	CHECK NO. 85935	1452.00
ROBBINS SCHWARTZ NICHOLA		
57902 FEB LEGAL FEES	235112	19612.69
	CHECK NO. 85936	19612.69
ROBERT BAIR SERVICES		
57704 CONT BD/413 JUSTINA	19833	500.00
	CHECK NO. 85937	500.00
RSM BUILDERS INC		
57693 CONT BD/108 R OGDEN	19651	500.00
	CHECK NO. 85938	500.00
SEC GROUP INC		
57828 GARFIELD	12	2553.25
57894 2011 RESURFACING	73456	14143.35
	CHECK NO. 85939	16696.60
SERVICE FORMS & GRAPHICS		
57715 LETTERHEAD ENVELOPES	135715	481.10
57736 SM PO BOOKS	135662	390.00
57756 ENVELOPES/CARDS	135604/605	386.51
57857 50/50 LETTER	135778	395.19
	CHECK NO. 85940	1652.80
SERVICE SPRING CO		
57725 REAR SPRINGS	110239	1434.75
	CHECK NO. 85941	1434.75
SHARPE TIMOTHY W		
57753 ACTUARIAL UPDATES	4200-03/11	4200.00
	CHECK NO. 85942	4200.00
SHERWIN INDUSTRIES, INC		
57830 RAIN GEAR	8SD40485	77.18
	CHECK NO. 85943	77.18
SILVER LEAF CONSTRUCTION		
57678 CONT BD/216 E 9TH	17898	1000.00
	CHECK NO. 85944	1000.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SILVER LEAF CONSTRUCTION			
57679 CONT RD/216 E 9TH ST	10131	250.00	
	CHECK NO. 85945		250.00
SLAS, SHERI			
57730 YOGA *REIMB EXP*	322209-212	885.00	
	CHECK NO. 85946		885.00
SMITH & WARREN			
57724 REPLACEMENT BADGES	A17847B	577.60	
	CHECK NO. 85947		577.60
SOUTHWEST CENTRAL DISPATCH			
57734 DISPATCH SERVICES	101201163-03/11	11093.40	
57848 DISPATCHING	101201163-04/11	11093.40	
57849 DISPATCH SERVICES	101201166-04/11	2534.02	
	CHECK NO. 85948		24720.82
STEPHANIE LUFRANO FRANTZ			
57793 CLASSES	59042	175.00	
	CHECK NO. 85949		175.00
STERLING CODIFIERS INC			
57859 CODE BOOKS	10935	774.00	
	CHECK NO. 85950		774.00
STOMPER, SCOTT			
57760 BROCHURE DESIGN	0016	1800.00	
	CHECK NO. 85951		1800.00
SUBURBAN BLDG OPP CONF			
57788 MEMBERSHIP	59373	75.00	
	CHECK NO. 85952		75.00
SUBURBAN FOCUS			
57850 ADS	600-03/11	600.00	
	CHECK NO. 85953		600.00
SUBURBAN LIFE PUBLICATION			
57716 AD/OFFICERS	516055	544.04	
	CHECK NO. 85954		544.04
SUSAN LIBBE SMID			
57675 CONT RD/514 WARREN CT	16702	500.00	
	CHECK NO. 85955		500.00
TERRACE SUPPLY CO			

PAYEE	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
TERRACE SUPPLY CO			
57801 CYLINDER	70006317	107.41	
	CHECK NO. 85956		107.41
THE POLICE & SHERIFFS PRE			
57782 ID CARDS	28728	150.00	
	CHECK NO. 85957		150.00
THIRD MILLENIUM			
57752 WATER BILLING	13381	1098.11	
57901 ANNUAL MAINT FEE	13409	995.00	
	CHECK NO. 85958		2093.11
TOTAL PARKING SOLUTIONS			
57774 PROJECT FEES	101227	1250.00	
	CHECK NO. 85959		1250.00
TOWER LIGHTING			
57780 CHANDELIER	REETZ	1431.00	
	CHECK NO. 85960		1431.00
TPI BLDG CODE CONSULTANT			
57768 PLAN REVIEW	4843	590.00	
	CHECK NO. 85961		590.00
TRAFFIC CONTROL & PROTECT			
57767 SIGNS	68805	120.23	
	CHECK NO. 85962		120.23
TREE TOWN REPRO SERVICE I			
57846 INK PENS	157651	229.61	
57847 INK CARTRIDGES	157805	97.50	
	CHECK NO. 85963		327.11
TRITON ELECTRONICS, INC			
57842 CERTIFICATION	6829	508.00	
	CHECK NO. 85964		508.00
UNITED POSTAL SERVICE			
57735 METER POSTAGE	3000-03/11	3000.00	
	CHECK NO. 85965		3000.00
US GAS			
57744 RENTAL	171331	31.00	
57751 AIR SUPPLIES	167072	74.00	
	CHECK NO. 85966		105.00

PAYEE		INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT	AMOUNT
W S DARLEY & CO			
57763 UNIFORMS	895622	216.50	
	CHECK NO. 85967		216.50
WAREHOUSE DIRECT INC			
57781 OFFICE SUPPLIES	1067894	133.08	
	CHECK NO. 85968		133.08
WILLOWBROOK FORD INC			
57710 CAR REPAIRS	5057163/5057098	1626.75	
57889 NAME PLATE	5057214	49.69	
	CHECK NO. 85969		1676.44
WODKA, MARK			
57783 SOFTWARE PURCHASE	59688	59.95	
	CHECK NO. 85970		59.95
YOPP, JOSEPH			
57898 TOW REFUND	500-03/11	500.00	
	CHECK NO. 85971		500.00
ZEE MEDICAL			
57740 MEDICAL SUPPLIES	0100245409	75.51	
	CHECK NO. 85972		75.51
ZIEBELL WATER SERVICE			
57749 WATER MAIN	211478-000	346.35	
57807 WATER MAIN SUPPLIES	211580-000	3852.06	
	CHECK NO. 85973		4198.41
MR JOE HUGHES			
57747 TREE REIMBURSEMENT	520-03/11	520.00	
	CHECK NO. 85974		520.00
AFLAC-FLEXONE			
57911 AFLAC OTHER	0401110000000000	264.33	
57912 ALFAC OTHER	0401110000000000	314.97	
57913 AFLAC SLAC	0401110000000000	204.90	
	CHECK NO. 85975		784.20
AMERICAN EXPRESS			
57920 MEETINGS/COMPUTERS MISC	470611	4706.11	
	CHECK NO. 85976		4706.11
COLONIAL LIFE PROCCSSING			
57903 COLONIAL OTHER	0401110000000000	27.63	
57904 COLONIAL S L A C	0401110000000000	54.33	

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COLONIAL LIFE PROCCBSING	CHECK NO. 85977		81.96
ILLINOIS FRATERNAL ORDER			
57906 UNION DUES	0401110000000000	684.00	
	CHECK NO. 85978		684.00
JUDGEMENT CREDITOR STE180			
57918 WAGE GARNISHMENT	0401110000000000	249.03	
	CHECK NO. 85979		249.03
LSNB AS TRUSTEE FOR POST			
57914 PEHP REGULAR	0401110000000000	2201.61	
57915 PEHPPD	0401110000000000	580.84	
	CHECK NO. 85980		2782.45
NATIONWIDE RETIREMENT SOL			
57907 USCM/PEBSO	0401110000000000	1680.00	
	CHECK NO. 85981		1680.00
NCPERS GRP LIFE INS 3105			
57905 LIFE INS	0401110000000000	256.00	
	CHECK NO. 85982		256.00
STATE DISBURSEMENT UNIT			
57916 CHILD SUPPORT	0401110000000000	1411.38	
	CHECK NO. 85983		1411.38
STATE DISBURSEMENT UNIT			
57917 CHILD SUPPORT	0401110000000000	313.21	
	CHECK NO. 85984		313.21
VILLAGE OF HINSDALE			
57908 MEDICAL REIMBURSEMENT	0401110000000000	202.50	
57909 MEDICAL REIMBURSEMENT	0401110000000000	521.42	
57910 DEP CARE REIMBURSEMENT	0401110000000000	99.98	
	CHECK NO. 85985		823.90
VILLAGE OF HINSDALE-FINAN			
57919 PETTY CASH	37593	375.93	
	CHECK NO. 85986		375.93
VILLAGE OF HINSDALE-POLIC			
57921 PETTY CASH	48559	485.59	
	CHECK NO. 85987		485.59
	GRAND TOTAL		500,658.36

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
Warrant Register # 1499

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 3/18/2011	Village Payroll # 6-Calendar 2011	FWH	39,448.69
Electronic Federal Tax Payment Systems 3/18/2011	Village Payroll # 6-Calendar 2011	FICA/MCARE	27,965.48
Illinois Department of Revenue 3/18/2011	Village Payroll # 6-Calendar 2011	State Tax Withholding	15,077.43
DuPage Credit Union 3/18/2011	Village Payroll # 6-Calendar 2011	Employee Withholding	5,685.19
ICMA - 457 Plans 3/18/2011	Village Payroll # 6-Calendar 2011	Employee Withholding	11,970.66
HSA Plan Contribution 3/18/2011	Village Payroll # 6-Calendar 2011	Employee Withholding	2,093.74
Electronic Federal Tax Payment Systems 3/31/2011	Village Payroll # 7-Calendar 2011	FWH	39,658.96
Electronic Federal Tax Payment Systems 3/31/2011	Village Payroll # 7-Calendar 2011	FICA/MCARE	28,609.29
Illinois Department of Revenue 3/31/2011	Village Payroll # 7-Calendar 2011	State Tax Withholding	15,203.57
DuPage Credit Union 3/31/2011	Village Payroll # 7-Calendar 2011	Employee Withholding	5,685.19
ICMA - 457 Plans 3/31/2011	Village Payroll # 7-Calendar 2011	Employee Withholding	11,598.76
HSA Plan Contribution 3/31/2011	Village Payroll # 7-Calendar 2011	Employee Withholding	2,093.74
HSA Plan Contribution 3/31/2011	Village Payroll # 7-Calendar 2011	Employer Contributions	4,164.50
Intergovernmental Personnel Benefit Cooperative 4/1/2011	April 2011 Contribution	Employee Health Insurance	145,010.05

Total Bank Wire Transfers and ACH Payments 354,265.25

Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments 854,923.61

DATE: March 31, 2011

REQUEST FOR BOARD ACTION



AGENDA	ORIGINATING
SECTION NUMBER ACA	DEPARTMENT Administration
ITEM Approval of the Annual Performance Budget for FY 2011-12.	APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director

The Draft FY 2011-12 Annual Performance Budget was distributed to the Village Trustees and made available to the public on February 17, 2011. The Draft Budget was endorsed by the Finance Commission at its meeting on March 3, 2011. The Village Board reviewed the Draft Budget in its entirety at its meeting on March 15, 2011 with the lone change being requested was to substitute the \$7,500 budgeted for skate park repairs for repairs the Burns Field Warming House. In addition, at the ZPS meeting on March 28, the committee approved the accelerating the replacement of a supervisor vehicle in the Police Department forward from FY 2011-12 to the current budget year due to the current vehicle being out service with a major engine repair.

Attached are revised pages to the Draft Budget that are impacted by these two changes. It should be noted that there is no overall impact to the projected ending fund balance since these changes are only timing relating and substituting one project for another of an equal amount.

Assuming there are no further requested changes the FY 2011-12 Annual Performance Budget is ready for adoption and the following motion would be in order:

MOTION: To Approve the FY 2011-12 Annual Performance Budget as presented.

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

SCHEDULE I
VILLAGE OF HINSDALE
ALL FUNDS SUMMARY

	FY 2009-10 Actual	FY 2010-11 Budget	FY 2010-11 Estimated Actuals	FY 2011-12 Budget
Operating Revenues:				
Corporate Fund	16,098,193	17,047,140	17,706,370	17,649,115
Motor Fuel Tax Fund	475,677	491,000	550,763	474,000
Capital Projects Bond Fund	943,015	1,745,000	2,285,000	2,977,000
Debt Service Fund	1,084,584	1,117,931	1,091,088	1,093,845
Water & Sewer Funds	4,501,951	7,627,648	7,503,755	7,300,755
Police Pension Fund	3,482,430	2,251,964	2,398,801	2,222,488
Firefighters Pension Fund	2,512,975	1,981,432	2,295,080	1,871,084
Foreign Fire Insurance Fund	41,139	41,300	43,537	42,800
Total Operating Revenues	29,139,964	32,303,415	33,874,394	33,631,087
Operating Expenses:				
Corporate Fund	15,252,617	15,628,670	16,215,374	16,205,226
Debt Service Funds	1,033,988	1,088,233	1,087,084	1,088,013
Water & Sewer Funds	4,766,602	4,970,571	5,037,194	5,693,636
Police Pension Fund	1,005,302	1,098,661	1,007,456	1,040,020
Firefighters Pension Fund	864,562	983,339	1,032,347	1,136,731
Foreign Fire Insurance Fund	34,780	35,000	6,792	50,000
Total Operating Expenses	22,957,851	23,804,474	24,386,247	25,213,626
Capital/Special Projects:				
Corporate Fund	345,669	941,500	736,536	905,635
Motor Fuel Tax Fund	547,094	429,000	386,242	209,500
Capital Projects Fund	713,775	1,965,000	2,030,000	4,141,540
Water & Sewer Funds	4,301,019	1,219,500	1,506,505	3,035,500
Total Capital/Special Projects	5,907,557	4,555,000	4,659,283	8,292,175
Total Expenses	28,865,408	28,359,474	29,045,530	33,505,801
Net Debt	276,740	(476,895)	(32,895)	3,720,938
Net Change In All Fund Balances	551,296	3,467,046	4,795,969	3,846,224
Beginning Fund Balances:				
Corporate Fund	3,661,859	3,791,036	3,683,264	3,960,829
Motor Fuel Tax Fund	239,300	140,250	157,883	322,404
Capital Projects Bond Fund	(29,405)	745,888	855,077	1,110,077
Debt Service Fund	671,335	694,144	721,931	725,935
Water & Sewer Funds	3,742,095	(641,188)	(823,575)	580,481
Police Pension Fund	15,319,718	17,181,908	17,796,849	19,188,191
Firefighters Pension Fund	11,195,183	12,591,406	12,843,596	14,106,329
Foreign Fire Insurance Fund	78,338	105,536	84,697	112,442
Total Beginning Fund Balances	34,878,423	34,608,980	35,319,722	40,106,688
Ending Fund Balances:				
Corporate Fund	3,683,264	3,791,111	3,960,829	4,020,021
Motor Fuel Tax Fund	167,883	202,250	322,404	586,904
Capital Projects Bond Fund	955,077	525,888	1,110,077	2,755,537
Debt Service Fund	721,931	723,842	725,935	731,767
Water & Sewer Funds	(823,575)	796,389	580,481	542,100
Police Pension Fund	17,796,846	18,335,211	19,188,194	20,370,659
Firefighters Pension Fund	12,843,596	13,589,499	14,106,329	14,840,682
Foreign Fire Insurance Fund	84,697	111,836	121,442	105,242
Total Ending Fund Balances	35,429,719	38,076,026	40,115,691	43,952,912

SCHEDULE II

VILLAGE OF HINSDALE ALL FUNDS BUDGET SUMMARY FY 2011-12

	Total Operating Revenues	Total Operating Expenses	Operating Excess (Deficiency)	Departmental Capital	Infrastructure Capital	Transfers In (Out)	Debt Issuance (Payments)	Net Change In Fund Balance	Beginning Fund Balance	Ending Fund Balance
<u>Governmental Funds:</u>										
Corporate Fund	17,649,115	(15,105,226)	2,543,889	(905,635)	0	(1,579,062)	0	59,192	3,960,829	4,020,021
Motor Fuel Tax Fund	474,000	0	474,000	(85,000)	(124,500)	0	0	264,500	322,404	586,904
Capital Projects Fund	2,477,000	0	2,477,000	0	(4,141,540)	500,000	2,810,000	1,645,460	1,110,077	2,755,537
Debt Service Fund	614,783	(2,000)	612,783	0	0	479,062	(1,086,013)	5,832	725,935	731,767
Total Governmental Funds	21,214,898	(15,107,226)	6,107,672	(990,635)	(4,266,040)	(600,000)	1,723,987	1,974,984	6,119,245	8,094,229
<u>Enterprise Fund:</u>										
Water & Sewer Funds:										
Operation & Maintenance	6,647,755	(4,822,542)	1,825,213	(145,500)	0	(1,679,713)	0	0	300,000	300,000
Capital	52,000	0	52,000	0	(3,265,000)	1,821,491	1,390,000	(1,509)	87,264	85,755
Debt Service	1,000	0	1,000	0	0	458,222	(496,094)	(36,872)	193,217	156,345
Total Enterprise Fund	6,700,755	(4,822,542)	1,878,213	(145,500)	(3,265,000)	600,000	893,906	(38,381)	580,481	542,100
<u>Pension Funds:</u>										
Police Pension Fund	2,222,488	(1,040,020)	1,182,468	0	0	0	0	1,182,468	19,188,191	20,370,659
Firefighters' Pension Fund	1,871,084	(1,136,731)	734,353	0	0	0	0	734,353	14,106,329	14,840,682
Total Pension Funds	4,093,572	(2,176,751)	1,916,821	0	0	0	0	1,916,821	33,294,520	35,211,341
<u>Other Funds:</u>										
Foreign Fire Insurance Fund	42,800	(15,750)	27,050	(34,250)	0	0	0	(7,200)	112,442	105,242
Total Other Funds	42,800	(15,750)	27,050	(34,250)	0	0	0	(7,200)	112,442	105,242
Total All Funds	32,052,025	(22,122,269)	9,929,756	(1,170,385)	(7,531,040)	0	2,617,893	3,846,224	40,106,688	43,952,912

SCHEDULE III
VILLAGE OF HINSDALE
FY 2011-12 BUDGET
CORPORATE FUND SUMMARY

	FY 2009-10 Actuals	FY 2010-11 Budget	FY 2010-11 Estimated Actuals	FY 2011-12 Budget	Change From Prior Budget
<u>Operating Revenues:</u>					
Property Taxes	5,494,190	5,573,267	5,558,267	5,761,963	188,696
State/Federal Distributions	4,357,464	4,403,152	4,829,600	4,796,550	393,398
Utility Taxes	2,028,901	2,249,261	2,160,200	2,158,600	(90,661)
Licenses	405,887	409,400	406,550	407,150	(2,250)
Permits	850,852	1,062,023	1,269,500	986,300	(75,723)
Service Fees	1,945,163	2,125,837	2,123,899	2,336,345	210,508
Fines	474,143	502,700	437,600	458,200	(44,500)
Other Income	541,593	721,500	920,754	744,007	22,507
Total Operating Revenues	16,098,193	17,047,140	17,706,370	17,649,115	601,975
<u>Operating Expenses:</u>					
General Government	1,438,817	1,372,074	1,230,877	1,419,727	47,653
Police Department	5,071,672	4,670,900	5,078,970	4,746,423	75,523
Fire Department	3,972,762	3,937,439	3,935,263	3,757,448	(179,991)
Public Services	2,165,275	2,154,831	2,043,123	2,267,277	112,446
Community Development	894,554	888,771	883,942	898,080	9,309
Parks & Recreation	1,709,537	1,804,655	1,643,199	1,816,271	11,616
Total Operating Expenses	15,252,617	14,828,670	14,815,374	14,905,226	76,556
<u>Capital Outlay/Special Projects:</u>					
Departmental Capital	338,358	941,500	736,536	905,635	(35,865)
Train Station Improvements	7,311	0	0	0	0
Total Capital Outlay/Special Projects	345,669	941,500	736,536	905,635	(35,865)
Total Expenses	15,598,286	15,770,170	15,551,910	15,810,861	40,691
Operating Excess (Deficiency)	499,907	1,276,970	2,154,460	1,838,254	561,284
<u>Contingency/Transfers Out:</u>					
Contingency	0	(300,000)	0	(200,000)	
Debt Service Fund	(478,502)	(476,895)	(476,895)	(479,062)	
Infrastructure Fund	0	(500,000)	(1,400,000)	(1,100,000)	
Total Contingency/Transfers Out	(478,502)	(1,276,895)	(1,876,895)	(1,779,062)	
Excess(Deficiency) After Transfers	21,405	75	277,565	59,192	
Beginning Fund Balance	3,661,859	3,791,036	3,683,264	3,960,829	
Ending Fund Balance	3,683,264	3,791,111	3,960,829	4,020,021	
Total Expense/Fund Balance Ratio	23.6%	24.0%	25.5%	25.4%	

ALL PROGRAMS SUMMARY

DEPARTMENT : Police - 1200

GOAL: The goal and mission of the Hinsdale Police Department is to provide the community with impartial law enforcement, community-oriented services and police protection in the Village, while maintaining the highest ethical and professional standards.

NARRATIVE: The Police Department consists of two programs employing 25 sworn police officers, 1 full time clerk, 1 full time admin assistant, 3 part-time clerks, 1 part-time accreditation mgr, 2 part-time CSO's, 2 part-time meter enforcement officers, and 12 part-time crossing guards.

PERSONNEL

<u>JOB CLASSIFICATION</u>	<u>FY 2010-11 Positions Full-Time Equivalents</u>	<u>FY 2011-12 Positions Full-Time Equivalents</u>
Chief	1.0	1.0
Deputy Chief	2.0	2.0
Sergeants	5.0	5.0
Sworn Officers	18.0	17.0
Admin Assistant	1.0	1.0
Clerks	2.9	2.9
Community Service Officer	1.0	1.0
Meter Enforcement Officer	1.0	1.0
Crossing Guards	<u>2.0</u>	<u>2.0</u>
TOTAL	33.9	32.9

	<u>FY 2009-10 Actuals</u>	<u>FY 2010-11 Budget</u>	<u>FY 2010-11 Estimated</u>	<u>FY 2011-12 Budget</u>	<u>Change From Prior Budget</u>
Personal Services	4,617,322	4,040,037	4,252,557	4,028,589	(11,448)
Professional Services	4,530	7,530	7,000	7,530	0
Contractual Services	61,416	195,945	245,567	308,445	112,500
Purchased Services	67,309	57,940	56,025	52,400	(5,540)
Materials & Supplies	111,648	123,700	122,000	123,350	(350)
Repairs & Maintenance	58,417	70,050	68,050	64,250	(5,800)
Other Expenses	38,290	39,007	240,160	42,360	3,353
Risk Management Costs	112,740	136,691	87,611	119,499	(17,192)
Total Operating Expense	<u>5,071,672</u>	<u>4,670,900</u>	<u>5,078,970</u>	<u>4,746,423</u>	<u>75,523</u>
Capital Outlay	<u>147,338</u>	<u>306,000</u>	<u>305,750</u>	<u>80,885</u>	<u>(225,115)</u>
Grand Total	<u><u>5,219,010</u></u>	<u><u>4,976,900</u></u>	<u><u>5,384,720</u></u>	<u><u>4,827,308</u></u>	<u><u>(149,592)</u></u>

**ALL PROGRAM CAPITAL OUTLAY SUMMARY
FISCAL YEAR 2011-12**

<u>PROGRAM</u>	<u>ITEM</u>	<u>REASON</u>	<u>AMOUNT</u>
Support Services (1202-7918)	Photocopier	Replace old unit	7,500
Support Services (1202-7918)	Replace firearms	12 yr old handguns replace	19,000
Support Services (1202-7918)	Interop Radio Equipment	Ancillary equip not supplied by ETSB	18,000
Support Services (1202-7919)	Hand-held parking printers	Replace 4 units	7,385
Patrol Operations (1211-7902)	1 Marked Squad Car	Replace squad with high mileage	29,000
<u>TOTAL CAPITAL OUTLAY - DEPARTMENT 1200</u>			<u>\$ 80,885</u>

**VILLAGE OF HINSDALE
FY 2011-12 BUDGET
CORPORATE FUND
POLICE DEPARTMENT-1200
ALL PROGRAM SUMMARY**

Account Number	Expense Description	FY 2009-10 Actuals	FY 2010-11 Budget	FY 2010-11 Estimated Actuals	FY 2011-12 Budget	Change From Prior Budget
<u>Personal Services</u>						
7001	Salaries & Wages	2,874,225	2,315,006	2,494,946	2,462,646	147,640
7002	Overtime	163,165	140,000	152,500	165,000	25,000
7003	Temporary	153,380	211,668	225,694	216,608	4,940
7005	Longevity Pay	16,600	14,900	14,300	16,100	1,200
7008	Reimbursable Overtime	47,469	30,000	51,000	50,000	20,000
7099	Water Fund Cost Allocation	(15,525)	(16,107)	(16,107)	(16,711)	(604)
7101	Social Security	39,197	18,541	18,744	18,822	281
7102	IMRF Pension	92,605	34,411	31,465	36,185	1,775
7105	Medicare	37,420	33,399	34,768	34,153	754
7106	Police Pension Contribution	794,924	815,354	815,354	643,952	(171,402)
7111	Health Insurance	410,622	392,865	392,290	391,434	(1,431)
7112	Unemployment Comp	3,240	50,000	37,603	10,400	(39,600)
	Total	4,617,322	4,040,037	4,252,557	4,028,589	(11,448)
<u>Professional Services</u>						
7299	Other Professional Services	4,530	7,530	7,000	7,530	0
	Total	4,530	7,530	7,000	7,530	0
<u>Contractual Services</u>						
7302	Refuse Removal	595	0	0	0	0
7306	Buildings and Grounds	652	750	750	750	0
7307	Custodial	14,350	15,700	15,700	15,700	0
7308	Dispatch Service	0	130,000	183,688	237,361	107,361
7309	Data Processing	15,212	16,690	13,429	14,800	(1,890)
7399	Other Contractual Services	30,607	32,805	32,000	39,834	7,029
	Total	61,416	195,945	245,567	308,445	112,500
<u>Purchased Services</u>						
7401	Postage	1,815	1,500	1,500	1,500	0
7402	Utilities	8,368	6,200	6,625	6,700	500
7403	Telephones	53,579	40,440	42,900	39,200	(1,240)
7404	Teletype/Pagers	1,231	0	0	0	0
7407	Dog Pound	0	2,300	0	0	(2,300)
7419	Printing & Publications	2,316	7,500	5,000	5,000	(2,500)
	Total	67,309	57,940	56,025	52,400	(5,540)

**VILLAGE OF HINSDALE
FY 2011-12 BUDGET
CORPORATE FUND
POLICE DEPARTMENT-1200
ALL PROGRAM SUMMARY**

Account Number	Expense Description	FY 2009-10 Actuals	FY 2010-11 Budget	FY 2010-11 Estimated Actuals	FY 2011-12 Budget	Change From Prior Budget
<u>Materials & Supplies</u>						
7501	Office Supplies	7,707	7,500	6,000	6,000	(1,500)
7503	Gasoline & Oil	55,882	50,000	59,500	60,000	10,000
7504	Uniforms	19,764	23,000	23,000	22,650	(350)
7505	Chemicals	0	0	0	0	0
7507	Building Supplies	643	500	500	500	0
7508	License Supplies	914	1,200	1,200	1,200	0
7509	Janitor Supplies	3,774	4,000	5,000	5,000	1,000
7510	Tools	0	0	0	0	0
7514	Range Supplies	5,840	8,000	7,000	7,000	(1,000)
7515	Camera Supplies	500	500	500	500	0
7520	Computer Equip Supplies	1,972	6,000	6,000	3,000	(3,000)
7525	Emerg Op Disaster Supplies	149	1,000	500	500	(500)
7530	Medical Supplies	662	600	400	600	0
7539	Software Purchases	2,818	2,500	2,500	2,500	0
7599	Other Supplies	11,023	18,900	9,900	13,900	(5,000)
	Total	111,648	123,700	122,000	123,350	(350)
<u>Repairs & Maintenance</u>						
7601	Buildings	12,068	12,000	11,000	12,800	800
7602	Office Equipment	8,166	9,000	7,000	8,900	(100)
7603	Motor Vehicles	24,266	27,000	30,000	27,000	0
7604	Radios	3,832	8,050	8,050	2,550	(5,500)
7611	Parking Meters	8,346	13,000	11,000	12,000	(1,000)
7618	General Equipment	1,739	1,000	1,000	1,000	0
	Total	58,417	70,050	68,050	64,250	(5,800)
<u>Other Expenses</u>						
7701	Conferences/Staff Developme	3,348	4,250	4,250	7,250	3,000
7702	Dues & Subscriptions	6,666	6,510	6,510	6,510	0
7719	HSD Charges	1,905	247	800	800	553
7735	Educational Training	24,064	25,000	22,000	25,000	0
7736	Personnel	855	1,000	1,000	1,000	0
7737	Mileage Reimbursement	1,452	2,000	1,600	1,800	(200)
7761	Asset Forfeiture Program	0	0	204,000	0	0
	Total	38,290	39,007	240,160	42,360	3,353

VILLAGE OF HINSDALE
FY 2011-12 BUDGET
CORPORATE FUND
POLICE DEPARTMENT-1200
ALL PROGRAM SUMMARY

Account Number	Expense Description	FY 2009-10 Actuals	FY 2010-11 Budget	FY 2010-11 Estimated Actuals	FY 2011-12 Budget	Change From Prior Budget
	<u>Risk Management Costs</u>					
7802	Officials Bond	0	0	0	0	0
7810	IRMA Premiums	102,699	116,691	77,586	104,499	(12,192)
7811	Vandalism Repairs	0	0	0	0	0
7812	Self-Insured Liability	10,041	20,000	10,025	15,000	(5,000)
7899	Other Premiums	0	0	0	0	0
	Total	112,740	136,691	87,611	119,499	(17,192)
	Total Operating Expenses	5,071,672	4,670,900	5,078,970	4,746,423	75,523
	<u>Capital Outlay</u>					
7901	Office Equipment	0	0	0	0	0
7902	Motor Vehicles	48,149	83,000	108,000	29,000	(54,000)
7908	Land/Grounds	0	0	0	0	0
7909	Buildings	7,495	0	0	0	0
7918	General Equipment	91,694	188,000	168,000	44,500	(143,500)
7919	Computerization	0	35,000	29,750	7,385	(27,615)
	Total	147,338	306,000	305,750	80,885	(225,115)
	Total Expenses	5,219,010	4,976,900	5,384,720	4,827,308	(149,592)

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PROGRAM SUMMARY

DEPARTMENT: Police

PROGRAM: Support Services – 1202

GOAL: To provide principled-based leadership and management practices that emphasizes accountability, customer service and innovation while enhancing the overall efficiency and effectiveness of the organization. To provide operational support to the patrol division through professional incident investigative follow-up, quality crime prevention programs that address the needs of the community; effective training programs; the enhancement of traffic safety through proper evaluation and application of traffic safety standards; and a professional and efficient communications and clerical staff.

NARRATIVE: 15.4 full-time equivalent employees are assigned to this program. This includes one (1) Chief, (1) Deputy Chief, (1) Investigator, (1) part-time investigator (1) Juvenile Officer, (1) School Resource Officer, (1) Detective Sergeant, (1) Administrative Assistant, (1) Records clerk, (3) part-time Records clerks (1) part-time accreditation manager, (2) part-time Community Services Officers, (2) part-time Meter Enforcement Officers, and (12) part-time Crossing Guards. This program includes the administration of the department that includes leadership, strategic planning, formulation of policies and procedures, investigation/youth division that provides investigation and follow-up on crimes, crime prevention and safety programs, traffic engineering studies, compliance with accreditation standards, clerical and secretarial support, 9-1-1 dispatching and communications, parking enforcement and community service officer functions, and crossing guards.

STATUS OF FY 2010-11 OBJECTIVES:

- Develop and implement short-term cost savings methods using a shared services model.-on-going
- Continue to study, research develop plans to promote shared public safety services.-on going
- Implement plan for consolidated dispatch function.-completed
- Continue to improve communications with all service levels to the satisfaction of residents that they are treated in a professional and friendly manner.-on-going

OBJECTIVES FY 2011-12:

- Continue to study, research develop plans to promote shared public safety services.
- Determine feasibility of hosting parking records and collections for surrounding jurisdictions.
- Determine feasibility of increased use of parking Paybox.
- Implement a part-time investigator model and consolidate positions within investigative/youth division.
- Maintain accreditation status
- Provide additional training in changing arrest and search and seizure laws.

	<u>FY 2009-10</u> <u>Actuals</u>	<u>FY 2010-11</u> <u>Budget</u>	<u>FY 2010-11</u> <u>Estimated</u>	<u>FY 2011-12</u> <u>Budget</u>	<u>Change From</u> <u>Prior Budget</u>
Personal Services	1,985,120	1,571,364	1,577,322	1,520,036	(51,328)
Professional Services	4,530	7,530	7,000	7,530	0
Contractual Services	61,416	195,945	245,567	308,445	112,500
Purchased Services	67,309	57,940	56,025	52,400	(5,540)
Materials & Supplies	44,226	48,600	40,900	40,100	(8,500)
Repairs & Maintenance	36,175	43,050	38,050	37,250	(5,800)
Other Expenses	38,290	39,007	240,160	42,360	3,353
Risk Management Costs	112,740	136,691	87,611	119,499	(17,192)
Total Operating Expense	2,349,806	2,100,127	2,292,635	2,127,620	27,493
Capital Outlay	65,999	165,000	139,750	51,885	(113,115)
Grand Total	<u>2,415,805</u>	<u>2,265,127</u>	<u>2,432,385</u>	<u>2,179,505</u>	<u>(85,622)</u>

PROGRAM SUMMARY

DEPARTMENT: Police

PROGRAM: Patrol Operations – 1211

GOAL: To provide for the prevention of violations of the law as well as the apprehension of those who have violated the law, while also providing an efficient response to citizens' requests for police services.

NARRATIVE: One deputy chief and four sergeants oversee the patrol division consisting of 13 police officers. These officers are responsible for patrolling approximately 76 miles of village streets and responding to over 13,000 calls for service per year. These calls for service range from opening vehicles with keys locked inside, to conducting preliminary investigations for over 600 Part A and Part B offenses. Patrol Operations is very active in enforcement of criminal, traffic, parking and local ordinance violations, preventative and proactive patrol and responding to police services requests. Patrol activities are conducted by vehicle, bicycle and foot.

STATUS OF FY 2010-11 OBJECTIVES:

- Continue to develop, explore and implement internal cost savings initiatives.-on-going
- Coordinate and implement multi-jurisdictional training plans with Burr Ridge, Willowbrook, and Clarendon Hills.-in progress.
- Continue to maintain accredited status.-on-going
- Research the feasibility on locally adjudicating local ordinance violations-completed
- Implement procedural changes and adjustments due to impact of consolidated dispatch center.-completed

OBJECTIVES FOR FY 2011-12

- Continue to develop model and implementation plan recommendations for shared service model.
- Continue to maintain accredited status.
- Implement and train on interoperable communications system.
- Coordinate and host a multi-jurisdictional practical training exercise with surrounding agencies.
- Closely monitor and reduce overtime expenses.

	<u>FY 2009-10</u> <u>Actuals</u>	<u>FY 2010-11</u> <u>Budget</u>	<u>FY 2010-11</u> <u>Estimated</u>	<u>FY 2011-12</u> <u>Budget</u>	<u>Change From</u> <u>Prior Budget</u>
Personal Services	2,632,202	2,468,673	2,675,235	2,508,553	39,880
Professional Services	0	0	0	0	0
Contractual Services	0	0	0	0	0
Purchased Services	0	0	0	0	0
Materials & Supplies	67,422	75,100	81,100	83,250	8,150
Repairs & Maintenance	22,242	27,000	30,000	27,000	0
Other Expenses	0	0	0	0	0
Risk Management Costs	0	0	0	0	0
Total Operating Expense	2,721,866	2,570,773	2,786,335	2,618,803	48,030
Capital Outlay	81,339	141,000	166,000	29,000	(112,000)
Grand Total	2,803,205	2,711,773	2,952,335	2,647,803	(63,970)

ALL PROGRAMS SUMMARY

DEPARTMENT: Parks & Recreation - 3000

GOAL: To deliver quality, innovative park and recreation services by providing leisure opportunities for residents throughout the lifespan and to maintain Village Parks in a safe, clean and aesthetically appealing manner.

NARRATIVE: The Park and Recreation Department is responsible for providing quality leisure services to Village residents as well as the grounds and facility maintenance and improvements to Village Parks. The Department is composed of five (5) Divisions funded by the Corporate Fund. Contracted services continue to be utilized for implementation of an Integrated Pest Management program, landscape maintenance of Veeck Park, Eleanor's Park, Burlington Park, Swimming Pool grounds and mowing of Village parks and public areas.

Capital expenditures for the FY 2011-12 Budget in this Department total \$466,850. This includes maintenance items for the Village's parks, renovations to the South picnic shelter at KLM Park (grant funded), tuck pointing at Katherine Legge Memorial Lodge, and maintenance items and equipment replacement at the Community Pool.

Recreation Services includes membership in the Gateway Special Recreation Association, community special events such as Fourth of July activities, Bunny Bash, etc. Program fees partially offset the expenses incurred in conducting recreation programs. The budgeted revenue from Recreation Services, KLM Lodge, the Swimming Pool, and grants is approximately \$1,165,000 for FY 2011-12.

PERSONNEL

<u>JOB CLASSIFICATION</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>
	<u>POSITIONS</u>	<u>POSITIONS</u>
	<u>Full-time</u> <u>Equivalents</u>	<u>Full-time</u> <u>Equivalents</u>
Director	1.00	1.00
Secretary	1.00	1.00
Recreation Supervisor	1.00	1.00
Part-time Summer Rec Staff	1.55	1.55
KLM Reservation Clerks and Hosts	1.86	1.86
Pool Manager	0.63	0.63
Assistant Pool Manager	0.30	0.30
Pool Lifeguards	5.34	5.54
Cashiers	0.60	0.65
Pool Maintenance Workers	1.00	1.00
	<u>14.28</u>	<u>14.53</u>

	<u>FY 2009-10</u> <u>Actuals</u>	<u>FY 2010-11</u> <u>Budget</u>	<u>FY 2010-11</u> <u>Estimated</u>	<u>FY 2011-12</u> <u>Budget</u>	<u>Change From</u> <u>Prior Budget</u>
Personal Services	873,690	908,095	873,175	929,948	21,853
Professional Services	0	0	0	0	0
Contractual Services	468,090	453,025	416,962	443,975	(9,050)
Purchased Services	171,213	189,750	141,225	172,375	(17,375)
Materials & Supplies	82,296	106,775	95,442	126,425	19,650
Repairs & Maintenance	59,519	74,550	64,091	74,000	(550)
Other Expenses	20,734	22,795	22,054	24,175	1,380
Risk Management Costs	33,995	49,665	30,250	45,373	(4,292)
Total Operating Expenses	<u>1,709,537</u>	<u>1,804,655</u>	<u>1,643,199</u>	<u>1,816,271</u>	<u>11,616</u>
Capital Outlay	<u>89,344</u>	<u>440,000</u>	<u>215,800</u>	<u>466,850</u>	<u>26,850</u>
Grand Total	<u>1,798,881</u>	<u>2,244,655</u>	<u>1,858,999</u>	<u>2,283,121</u>	<u>38,466</u>

**ALL PROGRAM CAPITAL OUTLAY SUMMARY
PARK AND RECREATION DEPARTMENT**

<u>PROGRAM</u>	<u>ITEM</u>	<u>REASON</u>	<u>AMOUNT</u>
Park Improvements	Barn Painting at KLM Park	Maintenance item	6,000
	Veeck Park Walking Bath	Part of the storm water facility plan	35,000
	Burns Field Warming House	Building Repairs	7,500
	Bed Mounted Water Tank	Needed to water plantings	4,500
	Tennis Court Repairs Burns/Brook	Maintenance item	35,000
Platform Tennis	Court Skirting (6)	Maintenance item	10,000
	Partial Screen Replacement	Maintenance item	6,000
	New Platform Courts (2)	Facility upgrade	125,000
KLM Lodge	KLM Picnic Shelter	Improvement	142,000
	Lodge Tuckpointing	Maintenance item	35,000
Community Pool	Locker Room Ramp Replacement	Code deficiency	10,000
	Chlorine Feeders	Replacement equipment	1,850
	Pump Repairs	Maintenance item	10,000
	Lint Strainer Replacement	Upgrade facility operation	24,000
	Pergola Paint	Maintenance item	9,000
	Furniture Deck Chairs	Site furnishings replacement	6,000
TOTAL CAPITAL OUTLAY			<u><u>466,850</u></u>

* Grant Funded

DATE April 1, 2011

AGENDA		ORIGINATING	
SECTION	EPS	DEPARTMENT	Administration
ITEM	Resolution Approving Landscape & Grading Agreement Between Parties	APPROVED	David C. Cook Village Manager

Attached for the Board's consideration is a three party agreement between the Village, Clark Dietz and Burns Construction Company related to completion of landscaping and grading work at Veeck Park. Please note that Exhibit B – Berm Grading Schematic is a preliminary schematic but will be finalized prior to Tuesday's Board meeting.

If the Board concurs with the agreement, the following motion would be appropriate:

Motion: To move approval of a Resolution Authorizing and Approving a Landscape and Grading Agreement Between the Village of Hinsdale, the John burns Construction Co. and Clark Dietz, Inc.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING A LANDSCAPE AND
GRADING AGREEMENT BETWEEN THE VILLAGE OF HINSDALE, THE
JOHN BURNS CONSTRUCTION CO. AND CLARK DIETZ, INC.**

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois municipal corporation organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*;

WHEREAS, the Village and Clark Dietz, Inc. ("Clark Dietz") previously entered into a design contract, which provided, among other items, that Clark Dietz would provide engineering services for the Veeck Park Wet Weather Facility Project (the "Project");

WHEREAS, the Village and the John Burns Construction Co. ("Burns") previously entered into a construction contract, which provided, among other items, that Burns would provide general contracting services for the Project, and that liquidated damages would be assessed against Burns for each day after the agreed completion date that Burns did not complete the Project;

WHEREAS, as of the date of this Resolution, the Project is not complete, and the Village, Clark Dietz and Burns dispute the reasons for lack of completion of the Project; and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village to compromise and settle the issues and disputes between the Village, Clark Dietz and Burns by entry into the Landscape and Grading Agreement, attached hereto and incorporated herein as Exhibit A.

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

Section 2. Landscape and Grading Agreement Approved. The Landscape and Grading Agreement between the Village, Clark Dietz and Burns, attached hereto and incorporated herein as Exhibit A, is hereby approved in substantially the form attached.

Section 3. Execution of Landscape and Grading Agreement. The Village President is hereby authorized and directed to execute the Landscape and Grading Agreement on behalf of the Village in substantially the form attached.

Section 4. Severability and Repeal of Inconsistent Resolutions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

EXHIBIT A – LANDSCAPE AND GRADING AGREEMENT

LANDSCAPE AND GRADING AGREEMENT

This Landscape and Grading Agreement ("Agreement") is made and entered into as of the date last signed below, by and among the Village of Hinsdale ("Village"), John Burns Construction Co. ("Burns"), and Clark Dietz, Inc. ("Clark Dietz") (and collectively the "Parties"), for the purpose of resolving the disputes described herein.

Recitals

1. The Village and Clark Dietz entered into a design contract (the "Design Contract") which provided, among other things, that Clark Dietz would provide engineering services for the Veeck Park Wet Weather Facility Project ("Project").
2. The Village and Burns entered into a construction contract (the "Construction Contract"), which provided, among other things, that Burns would provide general contracting services for the Project.
3. The Construction Contract provides that Burns would complete the Project by a specific date and that liquidated damages would be assessed for each day that Burns did not complete the Project.
4. As of the date of this Agreement, the Project is not completed. The parties dispute the reasons for lack of completion. Burns has asserted a claim related to the project (the "Claim"), and the Village has stated that it will assess liquidated damages against Burns. Further, the Village and/or Burns have asserted that actions by Clark Dietz have contributed to the Villages and Burns claims.
5. To date, the small soccer field (the "small soccer field") and the north berm area (the "north berm") located at Veeck Park contain rocks and debris, have not been graded to drain and require final landscaping. In addition, certain final punch list items, including the landscaping of 3rd and Princeton (the "Final Punch List Items") remain incomplete. The Final Punch List Items are attached hereto as Exhibit "A".

The Village, Burns, and Clark Dietz now desire to compromise and settle the issues and disputes between them as described herein.

Covenants

NOW, THEREFORE, in consideration of the premises, and the mutual covenants herein contained and the other good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereby agree as follows:

I. Consideration & Specific Obligations

A. Village agrees as follows:

- 1) It shall approve a grading sketch and plan for the north berm (the "Berm Grading Schematic") provided by Clark Dietz and attached as Exhibit "B".

- 2) It shall re-install sprinkler heads on the small soccer field.
- 3) It shall determine whether trees between existing stockpiles and the railroad fence need to be saved.
- 4) It shall determine whether the adjacent golf course developer will allow unsuitable material to be disposed at the golf course and shall advise John Burns of arrangements for said disposal.
- 5) The Village fully and completely releases and forever discharges Burns and Clark Dietz, as well as any respective parent, subsidiary, or other related individuals, entities, or companies including the successors, assigns, shareholders, trustees, officers, directors, employees, agents, servants, insurers, attorneys, and/or other representatives thereof, from any and all liability, actions, claims, and demands, relating only to delays in the completion of the Project and to the assessed liquidated damages described herein and related thereto.

B. Burns hereby agrees as follows:

- 1) It shall rake out rocks and debris from, and then grade, the small soccer field in a manner suitable for final landscaping.
- 2) It shall remove rocks and debris from the north berm, and dispose of such material offsite, or alternatively, bury in the north berm embankment in a manner suitable for final landscaping.
- 3) It shall grade existing stockpiles into a north berm that is graded to drain.
- 4) It shall complete the Final Punch List Items to the satisfaction of the Village.
- 5) Burns fully and completely releases and forever discharges the Village and Clark Dietz, as well as any respective trustees, parent, subsidiary, or other related individuals, entities, or companies including the successors, assigns, shareholders, trustees, officers, directors, employees, agents, servants, insurers, attorneys, and/or other representatives thereof, from any and all liability, actions, claims, and demands, whether in contract, tort, statutory or otherwise, which Burns now has or may hereafter have against the Village or Clark Dietz.

C. Clark Dietz hereby agrees as follows:

- 1) It shall hire at its sole expense a contractor to provide touch-up topsoil, seeding, and mulch for completing the small soccer field restoration.
- 2) It shall prepare and provide to Burns the Berm Grading Schematic ("Exhibit B") as approved by the Village.
- 3) It shall assist Burns in the layout of the north berm grading.

- 4) It shall hire at its sole expense a contractor to provide topsoil, seeding, and mulch to complete the restoration of the north berm all in accordance with the Berm Grading Schematic.
 - 5) Clark Dietz fully and completely releases and forever discharges Village and Burns, as well as any respective trustees, parent, subsidiary, or other related individuals, entities, or companies including the successors, assigns, shareholders, trustees, officers, directors, employees, agents, servants, insurers, attorneys, and/or other representatives thereof, from any and all liability, actions, claims, and demands, whether in contract, tort, statutory or otherwise, which Clark Dietz now has or may hereafter have, which are in any way related to delayed completion of the Project.
- D. Each of the Parties hereto agrees to bear its own respective direct or indirect costs in implementing this Agreement, any consequential costs, attorneys' fees, and related expenses incurred in connection with this Agreement.

II. Scope of Agreement

This Agreement is confined in scope to only the disputes described herein. This Agreement does not pertain to or affect any other disputes, warranties, third party claims, or claims relating to the design or construction of the Project which are not described herein.

III. No Admission of Liability

The Parties acknowledge and agree that nothing in this Agreement is intended, or should be construed, as an admission of guilt, fault, or liability on behalf of any one or more of the Parties. Rather, the Parties hereto have entered into this Agreement solely for the purpose of resolving the previously described claims and disputes between or among them, and to thereby avoid the expense and the uncertainty of the outcome of litigation.

IV. Cooperation and Additional Documents

The Parties agree to cooperate fully with one another, and to take all reasonable action, including the execution and/or filing of any and all supplementary documents, necessary to give full force and effect to the terms of this Agreement.

V. Nonexistence of Latent Statements or Representations

The Parties to this Agreement state that in executing this Agreement they did not rely on any statement or representation, not contained herein, made by any of the Parties hereto, but have relied solely on their own respective judgment, with the advice of counsel, in reaching this Agreement.

VI. Counterparts

This Agreement may be signed in separate counterparts each of which, when taken together, shall constitute one and the same Agreement.

VII. Severability

It is the expressed intent of the Parties to this Agreement that all provisions of the Agreement be given full force and effect as written. However, should any judicial or arbitral determination be made that any provision(s) of this Agreement is (are) unenforceable for any reason, all remaining provisions of the Agreement will remain in full force and effect as written.

VIII. Captions and Recitals

The captions contained in this Agreement are intended to be an aid to the interpretation of the Agreement. To the extent that one or more of the captions conflict with any substantive portion of the Agreement, the caption(s) are to be disregarded. The Recitals contained in Paragraphs 1 through 4 are incorporated into these covenants, and are binding on the Parties in the same manner as the other covenants.

IX. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, predecessors, successors, assigns, trustees, agents and employees of the Parties hereto. The Parties acknowledge that the provisions of this Agreement are contractual and not mere recitals. There are no third party beneficiaries to this Agreement.

X. Disputes and Governing Law

This Agreement shall be governed by the laws of the State of Illinois. In case of any litigation regarding enforcement of the terms of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorneys' fees.

XI. Complete Agreement

This Agreement constitutes and represents the complete and entire Agreement between the Parties. The terms of this Agreement may not be modified except by a writing signed by each of the Parties hereto.

XII. Signatory Authority

The persons signing this Agreement below warrant and represent that they are authorized to execute this Agreement on behalf of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date last signed below.

Village of Hinsdale

By: _____

Attest: _____

Title: Village President

Title: Village Clerk

Date: _____

John Burns Construction Co.

By: _____

Title: _____

Date: _____

Clark Dietz, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT A
Village of Hinsdale CSO Design Project
Final Punch List 8/18/10

AREA	DESCRIPTION	RESPONSE
Electrical Room	Check the alignment of the doors.	JBCC (02/09/11): Completed. VOH (02/15/11): Disagree. The electric room door still prevents the key from smoothly opening the lock.
Electrical Room	Install missing screws in the ATS cover and ensure all screws are tightened appropriately.	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed
Electrical Room	Provide a typed circuit directory in panel LP-1 that correctly identifies all breakers. Spare breakers in the panel shall be labeled as "Spare".	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection.
Disinfection Room	Adjust/Replace level transducer for the sodium hypochlorite tank to ensure consistent level readings.	JBCC (02/09/11): Completed VOH (02/15/11): Sodium hypochlorite tanks continue to show erratic level readings. Records of daily readings will be provided to JBCC.
Screening Room	Provide spare parts from the electrical contractor	JBCC (02/09/11): Completed.
Screening Room	The vertical water line is not connected to the wall.	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection.
Exterior Building	The chemical fill lines on the outside of the building need to be painted.	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection.
Storage Tank	Adjust B-boxes near yard hydrants to match final grade.	JBCC (02/09/11): Completed VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. This area will be re-inspected in the spring.
Site	Once restoration is complete, remove remaining silt fencing.	JBCC (02/09/11): Completed. VOH (02/15/11): Full restoration of the park has not been completed. The silt fence remains in place until that time.
Site	Exposed sprinkler line behind left field fence	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.
Site	Adjust the water valve boxes near the fire hydrants to mate the final grade.	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.

Site	Grading does not match manholes north of the building and at the sodium hypochlorite injection manhole.	JBCC (02/09/11): Item disputed by J.B. Co. All Final grades were agreed to in the field with the resident engineer, Shawon Carlstrom as there was not a final grading plan issue with the construction documents. However, J. B. Co. has added spoil to the sodium hypochlorite MH. VOH (02/15/11): No further action by JBCC at the manhole north of the screening building. Clark Dietz, Inc. did not agree that the area around the NaOCl injection manhole has been properly graded during their 2/2/11 inspection. This area will have to be re-inspected in the spring.
Site	Reconnect the SE corner of the fencing around the skate park.	JBCC (02/09/11): Completed.
Site	Discard old fencing and debris where new fence meets existing fence.	VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection.
Site	Grading to drain of suitable soils and removal of unsuitable soils currently stockpiled along the existing north berm. Per Specification 31 23 16 3.3 A which states that "Excavated material not required for backfilling or site grading shall be placed in spoil areas directed by the Owner and graded to drain. All excavated materials containing slag, cinders, foundry sand, debris, and rubble shall be removed from the site and legally disposed of."	JBCC (02/09/11): Completed. VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection.
Site	Small soccer field landscape restoration	Addressed on cover letter.
Site	Grading and landscaping of Third & Princeton	Addressed on cover letter.

* JBCC (02/09/11) Comment: The comments regarding the north berm area should be removed from the punchlist as this area is not part JBCC's contract.

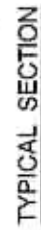
Parks & Rec Punchlist 7/23/10

AREA	DESCRIPTION	RESPONSE
Site	Sod areas need to be replaced (near third base & outfield). The contractor that installed the sod broke irrigation pipe and sprinkler heads. Village staff made repairs, but these areas did NOT recover.	JBCC (02/09/11): Completed VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.
Site	Sprinkler head missing near third base foul line	JBCC (02/09/11): Completed VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.

Site	Broke off fence post needs to be removed from infield.	JBCC (02/09/11): Completed VOH (02/15/11): VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.
Site	Valve boxed need to be raised and proper lids put on (north of the score board).	JBCC (02/09/11): Completed VOH (02/15/11): VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.
Site	Irrigation pipe needs to be re-trenched and a sprinkler head and swing join needs to be added (north of the home run fence, left field). Village staff capped this pipe so the rest of the station could be used to water the new sod. An additional 20' + pipe needs to be added to place this head in proper location.	JBCC (02/09/11): Completed VOH (02/15/11): VOH (02/15/11): Clark Dietz, Inc. did not agree that this has been completed during their 2/2/11 inspection. The site will be re-inspected in the spring.

Building and Zoning Final Inspection 7/27/10

AREA	DESCRIPTION	RESPONSE
General	Provide final Engineering approval	JBCC (02/09/11): J.B. Co. was informed by the Village Engineer, Dan Deeter, that once the punchlist has been completed, final approval would be issued.



1. RELOCATE, REPAIR, AND EXTEND (PROVIDE NEW) SLIT FRACS AS REQUIRED FOR PNEUMATIC SEEDING OPERATIONS.
2. RELOCATE TOPSOIL STOCKPILE AS REQUIRED DURING WINTER GRAZING OPERATIONS. GRAZED TOPSOIL UNIFORMITY WITHIN GRAZED AND DISTURBED AREAS TO A DEPTH OF 3 TO 4 INCHES.
3. PLACE FILL IN MAXIMUM 12 INCH LIFTS. COMPACT FILLED AREAS TO 90% MODIFIED PROCTOR DENSITY.
4. MINIMIZE TURBIDITY EROSION CONTROL. SEEDING (WINTER WHEAT) PRIOR TO NOVEMBER 15. SEEDING SHALL CONFORM TO DIST. ISSUED SECTION 1091.15.

Prismatic Volume Results	
Raw Cut Volume:	3261.09 cu yd
Raw Fill Volume:	3368.48 cu yd
Import Material:	87.38 cu yd



PRELIMINARY
NOT FOR CONSTRUCTION
MARCH 31, 2011