

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
February 7, 2012**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, February 7, 2012 at 7:31 p.m.

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

Absent: None

Also Present: Village Manager Dave Cook, Police Chief Bradley Bloom, Attorneys Lance Malina and Mallory Milluzzi and Village Clerk Christine Bruton

Also Present: Reporters from the Suburban Life, Hinsdalean and Patch.com

PLEDGE OF ALLEGIANCE

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

MINUTES

Trustees Geoga and Elder made corrections to the minutes. Trustee Elder moved **to approve the minutes of the regular meeting of the Village Board of Trustees from January 24, 2012, as amended.** Trustee LaPlaca seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Saigh

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

None.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Administration & Community Affairs Committee

- a) Agreement with Sikich LLP for Audit Services for Fiscal Years ending April 30, 2012 and April 30, 2013
- b) Recreation Agreement with Hinsdale Tennis Association for a Period of One Year at the Rate of \$7,700.00

Trustee Angelo commented on Item A, stating he had been contacted by Mike Ripani, an attorney and former member of the ZBA, who raised concerns about the limited liability provisions in the agreement. Trustee Angelo conferred with Trustee Geoga who explained that in his experience this provision is reasonable in an engagement of this size. Trustee LaPlaca moved to **approve the Consent Agenda, as presented.** Trustee Angelo seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Angelo moved **Approval and Payment of the Accounts Payable for the Period of January 21, 2012 through February 3, 2012 in the aggregate amount of \$626,416.83 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Saigh

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Graue Mill Flood Control Grant Request

President Cauley opened discussion explaining that following the July 2010 floods, the Graue Mill Homeowners Association has been working with their consultant, Christopher B. Burke Engineering, Ltd., and DuPage County to develop a grant application to the Federal Emergency Management Administration (FEMA) for the design and construction of flood control measures in and around the Graue Mill area. The engineers estimate for the design and construction of this project is \$2 million. The grant application must be submitted to FEMA by February 8th. The FEMA grant would be for 75% of the project cost, the remaining 25%, to be paid by local sources. DuPage County has agreed to pay 75% of the local funding costs which leaves approximately \$120,000 to be funded by the Village and Graue Mill residents. Graue Mill residents are requesting that the Village pay 80% and each dwelling unit will pay \$99.00. If the residents picked up the entire unfunded portion, the cost for each dwelling unit would be \$500.00.

Mr. Peter Schroat, President of the Graue Mill Homeowners Association, addressed the Board and stated that, as part of the community, Graue Mill residents are asking for financial support. He confirmed that President Cauley's reporting of the numbers was correct. He referenced the information that had been included in the Trustees' packets and asked them to consider their situation.

Mr. Thomas Burke, of Christopher Burke Engineering, addressed the Board and explained that although the original deadline for submission was June 2012, it has moved to February 8th because FEMA contacted them that a different grant fell through and money is now available. As available funds are distributed on a first come, first serve basis, they would like to take full advantage of this opportunity. Mr. Burke summarized the recommendations for the area that include grading, berms, downspouts, upgrading pumps, condo improvements, redirecting some water to Salt Creek, compensatory storage, and raising the utilities above the flood plain. He noted that support from the DuPage Forest Preserve District will provide land for excavation, which is very fortunate.

Discussion followed regarding having to make this decision so quickly. Mr. Burke explained that the Village has to be the applicant and that all monies need to be accounted for in the application. Trustee LaPlaca noted that the DuPage County Board doesn't meet until February 14th, and there would be no firm commitment from them until then, however, Mr. Cook stated that he had spoken to Mr. Tony Charlton, Director, DuPage County, who assured him that the County is comfortable moving forward. President Cauley commented that the Village can be the applicant without supplying funding. Mr. Shroat informed the Board that last night the Graue Mill board voted to fund 50% of the \$120,000, reducing the request to the Village. Upon questioning, Mr. Shroat said he did not know if Graue Mill would file without Village funding and it was determined that there was not enough time to properly notice a meeting of their board to make such a determination.

Mr. Larry Klinger, Graue Mill resident, said that within the first 2 weeks after the flood residents paid \$2 million dollars out of pocket. Graue Mill residents assumed that some funding would come from the Village; they are residents of Hinsdale, too. They supported the sales tax referendum. This project won't start till FEMA releases the funds and that can take up to 12 months. Mr. Klinger confirmed that the \$2 million dollars he referenced was indeed out of pocket and included no insurance reimbursement. Mr. Klinger outlined the flooding concerns that have come up since the mid-80's.

Trustee Elder asked what happens if the project goes over budget? Mr. Burke said the estimates are solid and there is some cushion to cover future construction costs. He also explained this project is designed to handle a July 2010-type event, not greater than that. Trustee Elder said the Board has been given little information with a short time to make a decision, taking our roles as stewards seriously, he cannot vote to approve this kind of expenditure without more information. Trustee Angelo pointed out that Woodlands residents will pay \$15,000 over the next ten years to remedy their issues and that if he were a Woodlands resident this would not seem commensurate. Trustee Haarlow commented that he understands the Graue Mill board had very little time to react; to secure these funds, but feels that this Board is boxed into a tough spot. He wants to be supportive, but struggles to understand why they would approve \$250.00 and not \$500.00. Trustee Geoga stated that as a steward of Village finances, there are some problems that are not the fiscal responsibility of the Village to address. If this is a Village issue, he does not subscribe to the notion that flooding is flooding; drainage problems are a combination of factors. This is a development that is on the edge of a river and not a remedial responsibility of the Village. If one accepts the idea this is a municipal responsibility, this must be considered within the context of our infrastructure plan; this is a lot of money. We ask residents suffering from infrastructure inadequacies to be patient as we generate incremental funds, there is no process to push this to the top of the priority list. He cannot escape the fact that this is not a Village issue and there are competing demands for infrastructure dollars. Trustee LaPlaca agreed with the issues raised regarding competing infrastructure needs; this is a large amount of money to direct away from those issues. She reported candid conversations with Mr. Klinger on Friday from Mr. Cook's office regarding the issues that have been raised tonight by the Board. She is surprised that Graue Mill is not willing to make a \$500.00 payment and to assume that the Village Board would take on this obligation was a risky bet. Trustee Saigh commented that he supports everyone's positions and lamented the lack of time and the inability to explore other options. He thought it was unusual that the Village would fund a portion of the engineering study, but it was an exceptional situation, however, that didn't mean the Village would fund solutions for the long run. The Board has had to tighten their belts, and address these problems on an equitable basis. Village Attorney Lance Malina explained no formal motion is necessary to not spend the money.

Mr. John Donaker, 1413 Burr Oak Court, commented to the Board about their appalling lack of understanding about Graue Mill. Those residents suffered severely from this flood,

but the Board is now portraying this as a \$250.00 issue. They are at a point in time to meet a deadline, there are lots of moving parts, but they will get this project funded.

Janet Mose, 1151 Indian Trail, reported that she was totally flooded out of her unit; she lost her entire home, not just a basement. She provided history on the flood plain issue, stating that all units submerged were supposed to be built 18" higher, it was the responsibility of Village inspectors to have found this. She stated emphatically that Graue Mill is part of Hinsdale.

President Cauley said he appreciates that Graue Mill residents are part of Hinsdale. He stated that this Board runs a tight ship and does not have money like this on a three day notice for these funds. If there were unlimited funds, the Board would do this. The Board does their best to prioritize the needs of the whole Village. Trustee LaPlaca said if there was any way that Graue Mill could commit to the whole amount the Village would help to to facilitate submitting the application tomorrow, additionally, this does not preclude making a request for financial assistance at a future date.

Ms. Rosemary Tine, Graue Mill resident, asked what would have been the lead time needed for this type of request. President Cauley explained the process.

ZONING AND PUBLIC SAFETY

No report.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

STAFF REPORTS

Trustee LaPlaca stated there will be a meeting on February 16th at 7:00 p.m. regarding Phase I engineering in the Woodlands.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Village Board of Trustees, President Cauley asked for a motion to adjourn. Trustee Saigh **moved to adjourn the meeting of January 24, 2012.** Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None



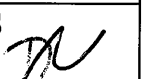
Motion carried.

Meeting adjourned at 8: 45 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

DATE: February 21, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development			
ITEM 53 S. Washington Street – JDR Investment Properties, LLC – Site Plan and Exterior Appearance Review for Façade Modifications	APPROVAL			
<p><u>REQUEST</u></p> <p>The applicant is requesting approval of exterior appearance and site plans to allow for a building façade improvement. The site is improved with a two-story commercial building in the B-2 Central Business District.</p> <p>The applicant is proposing the following changes to the approved building façade elevations:</p> <ul style="list-style-type: none">• The addition of three new gold awnings.• A change in the paint color for the door and wood around the front entrance, as well as certain window frames as identified in the attached illustrations.• The addition of four new planter boxes on the west elevation of the building.• Two new awning signs and one entrance sign. The two awning signs would total 3 square feet and the new wall sign would be a total 4.25 square feet with an overall <u>total of 7.25 square feet</u> for all three signs. It should be noted that the Plan Commission has final authority regarding signage and no additional action is required for the requested signs. <p>At the January 11, 2012 Plan Commission meeting the commission reviewed the application submitted for 53 S. Washington, and unanimously recommended approvals (7-0, 2 absent) of the requests for site plan and exterior appearance for the requested façade modifications.</p> <p><u>Review Criteria</u></p> <p>In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:</p> <ol style="list-style-type: none">1. Subsection 11-604F pertaining to Standards for site plan disapproval; and2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit. <p>Attached are the approved findings and recommendations from the Plan Commission and the ordinance.</p> <p>MOTION: Move that the Board of Trustees approve an “Ordinance Approving Site Plans and Exterior Appearance Plans for Modifications to a Commercial Building at 53 S. Washington Street.”</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On January 23, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				

HINSDALE PLAN COMMISSION

RE: 53 S. Washington Street – JDR Investment Properties, LLC – Exterior Appearance/Site Plan Review

DATE OF PLAN COMMISSION REVIEW: January 11, 2012

DATE OF ZONING AND PUBLIC SAFETY REVIEW: January 23, 2012

FINDINGS AND RECOMMENDATION


I. FINDINGS

1. Patrick McCarty, representing JDR Investment Properties, LLC (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 53 S. Washington (the "Subject Property").
2. The Subject Property is located in the B-2 Central Business District and is improved with a multiple-story commercial building.
3. The applicant is proposing the following changes to the façade:
 - The addition of three new gold awnings.
 - A change in the paint color for the door and wood around the front entrance, as well as certain window frames as identified in the attached illustrations.
 - The addition of four new planter boxes on the west elevation of the building.
 - Two new awning signs and one entrance sign. The two awning signs would total 3 square feet and the new wall sign would be a total 4.25 square feet with an overall **total of 7.25 square feet** for all three signs. It should be noted that the Plan Commission has final authority regarding signage and no additional action is required for the requested signs.
4. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.
5. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth Section 11-606 of the Zoning Code governing exterior appearance review.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," zero (0) "Nays," and two (2) "Absent" recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 53 S. Washington Street.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 8th day of Feb, 2012.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING SITE PLANS
AND EXTERIOR APPEARANCE PLANS FOR MODIFICATIONS
TO A COMMERCIAL BUILDING AT 53 S. WASHINGTON STREET**

WHEREAS, JDR Investment Properties, LLC (the "Applicants") filed an application for site plan approval and exterior appearance approval (the "Application") to authorize exterior modifications to the commercial building located on the property commonly known as 53 S. Washington Street in the Village of Hinsdale (the "Subject Property"); and

WHEREAS, the Hinsdale Plan Commission conducted a public meeting to consider the Application on January 11, 2012, and, after considering all of the matters related to the Application, recommended approval of the Application; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on January 23, 2012, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

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

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

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

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

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

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

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

Section 5. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2012.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

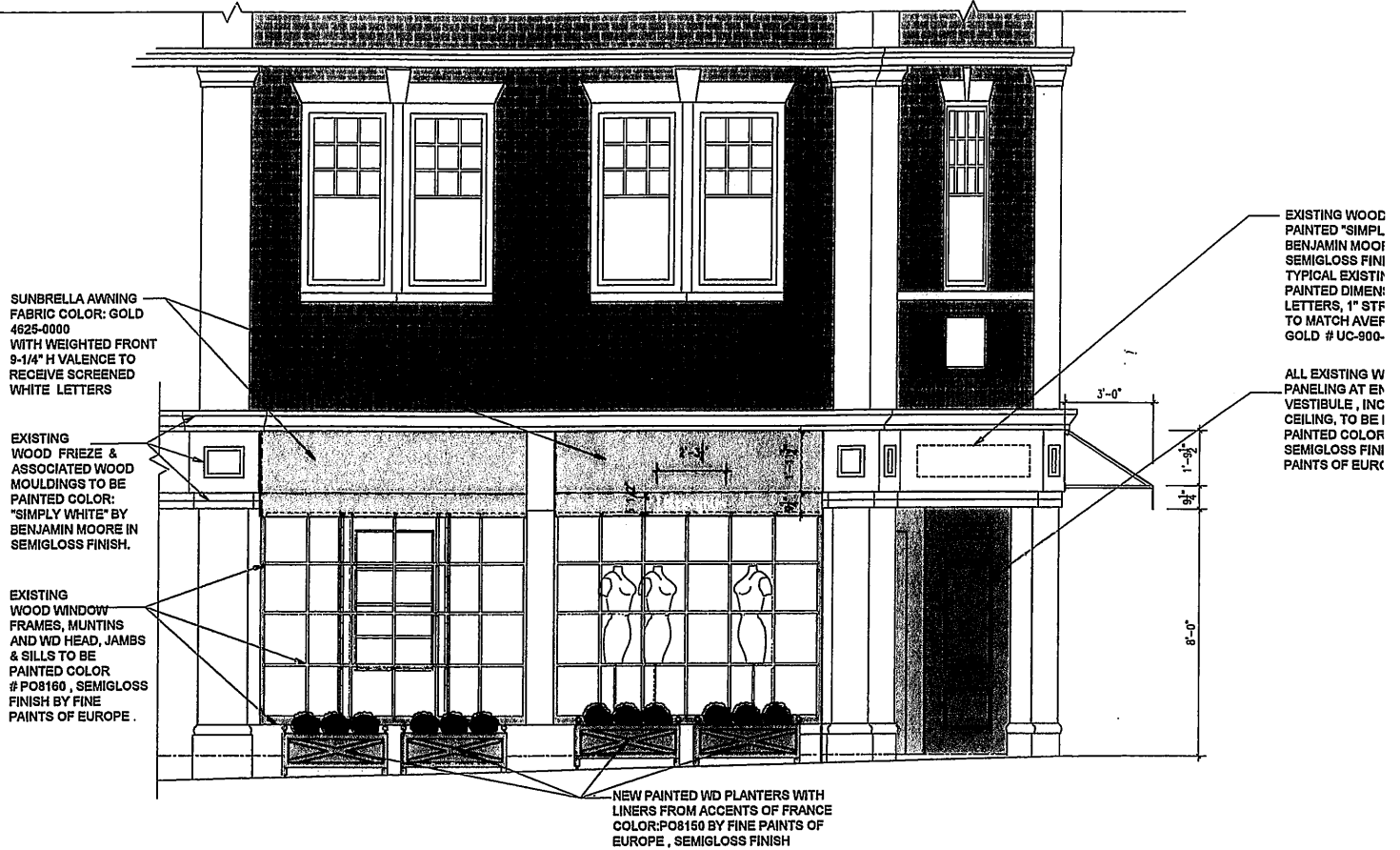
ATTEST:

Christine M. Bruton, Village Clerk

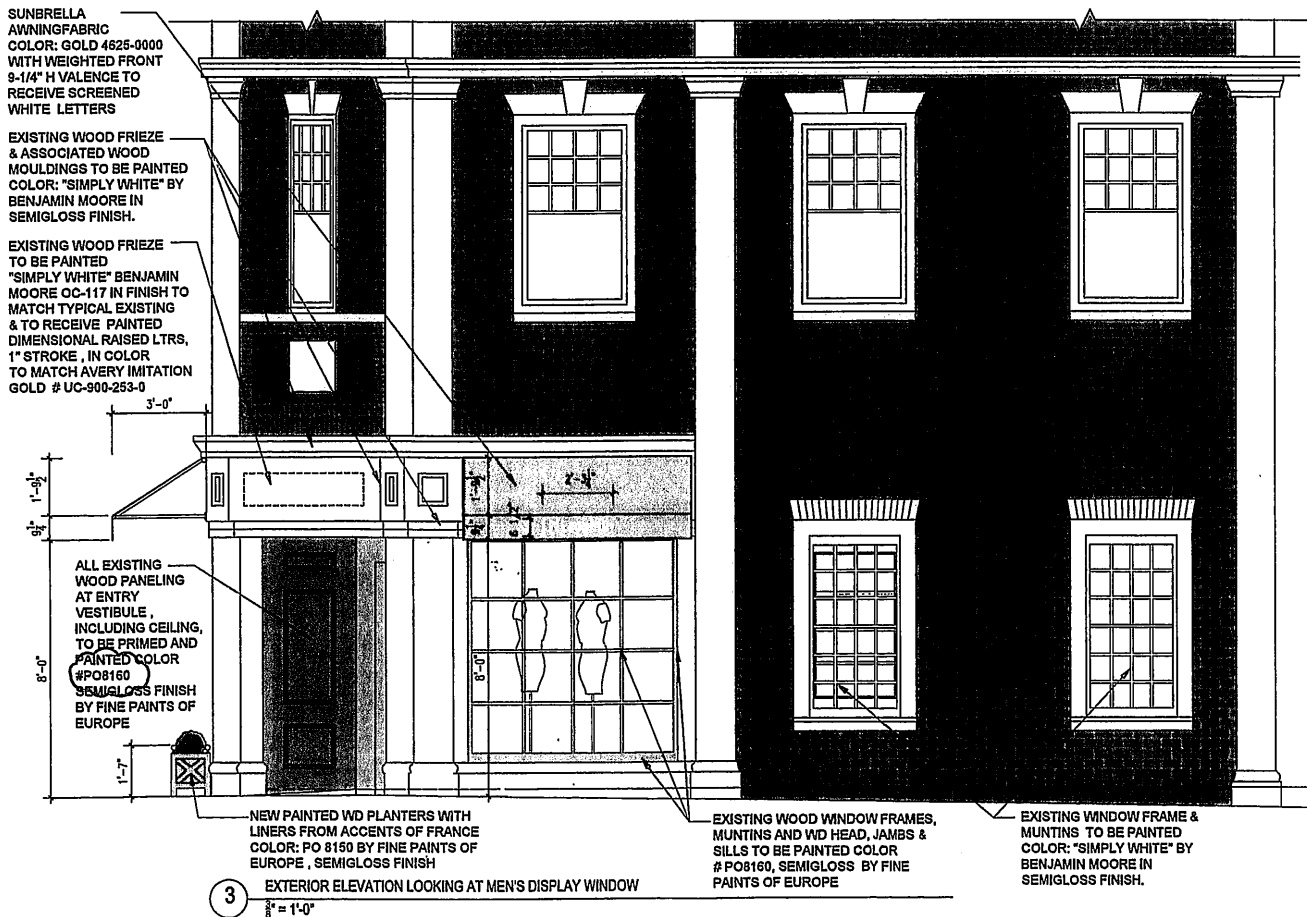
**ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO
THE CONDITIONS OF THIS ORDINANCE:**

By:
Its:

Date: _____, 2012

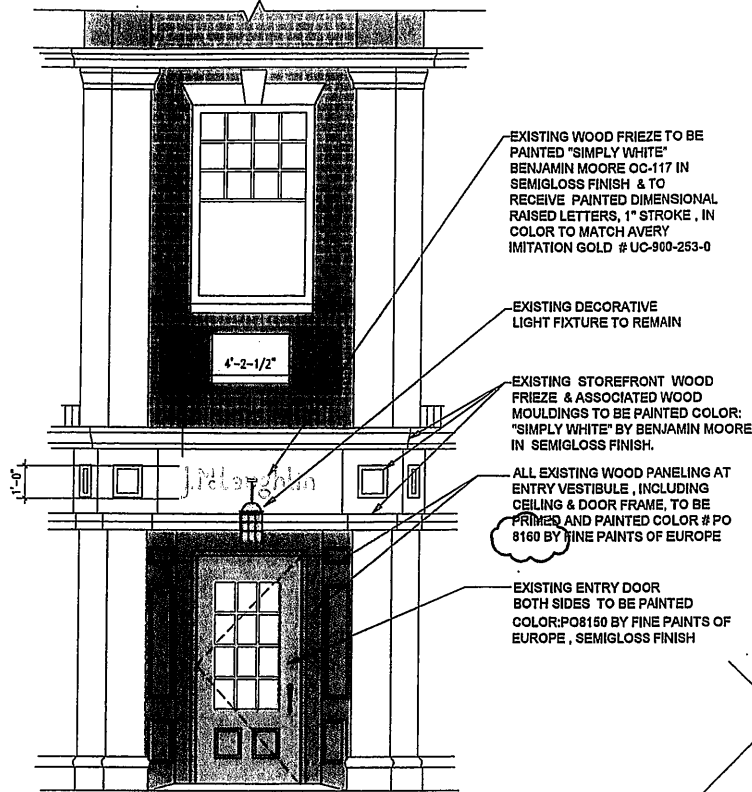


1 EXTERIOR ELEVATION LOOKING AT WOMEN'S DISPLAY WINDOWS
3/8" = 1'-0"

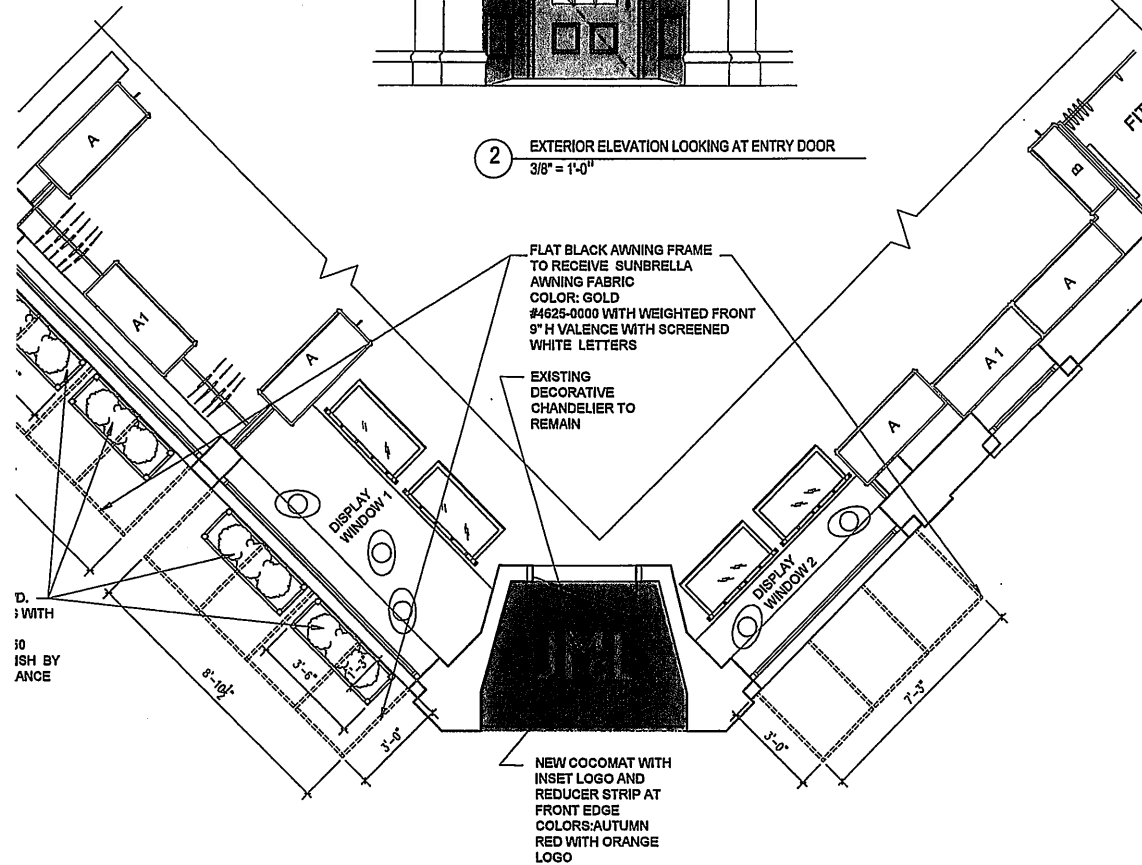


NOTES:

1. J. MCLAUGHLIN PROJECT MANAGEMENT TO PROVIDE PAINTED WD COLOR SAMPLES FOR ALL PAINTED ELEMENTS FOR USE IN ARB REVIEW. SAMPLES TO BE MINIMUM 6"-8" SQUARE FOR REVIEW ON SITE.



2 EXTERIOR ELEVATION LOOKING AT ENTRY DOOR
3/8" = 1'-0"



2 AWNING PLAN
3/8" = 1'-0"

REVISED EXTERIOR ELEVATION 11092011

LARSON + PAUL ARCHITECTS

DOUGLAS LARSON, ARCHITECT
RODMAN PAUL, ARCHITECT
118 CHAMBERS STREET
4TH FLOOR
NEW YORK, NEW YORK 10007

T 212-587-1900
F 212-587-3287

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J. MCLAUGHLIN

53 WASHINGTON AVENUE
HINSDALE, IL

EXTERIOR SIGNAGE PHASE 2

JOB NUMBER:	STAMP:
SCALE: 3/16" = 1'-0"	
ISSUE DATE: 10-18-11	
DRAWN BY: AWB	
DRAWING #:	

EXT 2.0

DATE: February 13, 2012

REQUEST FOR BOARD ACTION


AGENDA	ORIGINATING
SECTION NUMBER EPS Consent Agenda	DEPARTMENT Community Development
ITEM Alley Vacation Request – 228 Fuller Road	APPROVAL Dan Deeter Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 228 Fuller Road. Also included is the appraisal report establishing a fair market value for the vacated property. A plat of vacation will be prepared upon approval of this request for recording at DuPage County.

This right-of-way does contain underground utilities. If an alley vacation is approved, the Village will require the vacated area to be designated as a drainage and utility easement. The right-of-way does not contain a paved or unpaved alley surface (that is, it is not currently used for routine public vehicular access). To date, no other approved alley vacations have occurred on this block.

The appraisal established the value of the property at approximately \$20.40 per square foot. The property to be vacated contains an area of 2,205 square feet. The total appraised value of the property is \$45,000.

MOTION: To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 228 East Fuller Road at a Purchase Price of \$45,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the February 13, 2012 EPS meeting, the Committee moved to approve the above motion.				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN
PORTION OF AN UNIMPROVED ALLEY SITUATED WEST OF AND
ADJOINING 228 EAST FULLER ROAD IN THE VILLAGE OF HINSDALE,
DUPAGE AND COOK COUNTIES, ILLINOIS**

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

WHEREAS, the property owner of 228 E. Fuller Road, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-01-216-001, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

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

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

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

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

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

Section 2. Vacation of Unimproved Alley. Pursuant to the terms of this Ordinance, the Village shall vacate a 15' x 147' portion of the unimproved alley situated west of and adjoining 228 East Fuller Road, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

P.I.N. 09-01-216-001

THE WEST 97.95 FEET (EXCEPT THE WEST 30 FEET THEREOF DEDICATED FOR PUBLIC STREET) OF LOT 43 OF HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922 AS DOCUMENT 155000, IN DUPAGE COUNTY, ILLINOIS.

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

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

Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 228 E. Fuller Road, Hinsdale, Illinois upon the payment of forty-five thousand dollars (\$45,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.

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

Section 7. 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 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2012

Thomas Cauley, Village President

ATTEST: _____
Christine Bruton, Village Clerk

December 6, 2011

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

RE: Village property located west of, and adjacent to 228 Fuller Road, Hinsdale.

Dear Mr. Deeter:

My name is Anthony J Pasquinelli and I am the Division Manager for BnA Homes. BnA Homes, LLC has signed a contract to purchase the property located at 228 Fuller Road. It is my understanding that the Village of Hinsdale is interested in selling the aforementioned property; and Bna Homes, LLC is interested in purchasing the property.

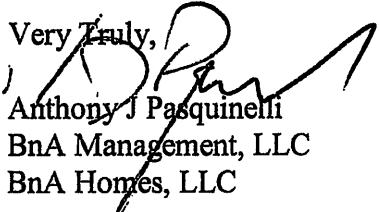
I have informed that the first step of the process is to send a letter expressing interest and forwarding a check in the amount of \$400 to pay for the appraisal of the property. The check is enclosed.

Allow this letter to also serve as a letter of intent to purchase the Village property stated above subject to BnA Homes, LLC and the Village of Hinsdale reaching a mutual agreement on price and terms for the transaction. The acquisition would also be subject to BnA Homes, LLC closing on the property located at 228 Fuller Road, Hinsdale.

I would like to pursue this transaction with the Village of Hinsdale expeditiously. Please let me know what other information you made need from me, or what other steps need to be taken.

I appreciate your consideration, my cell number is 708-370-5831 and the main office number is 630-455-3040.

Very Truly,

By: 
Anthony J Pasquinelli
BnA Management, LLC
BnA Homes, LLC

SUMMARY APPRAISAL REPORT

**A 15' X 147' PORTION OF THE UNIMPROVED
ALLEY SITUATED WEST AND ADJOINING
228 EAST FULLER ROAD
HINSDALE, ILLINOIS**

Prepared For

**Mr. Dan Deeter
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521**

Prepared By

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

C.A. BENSON & ASSOCIATES, INC.
419 North La Grange Road - La Grange Park, IL 60526
P.O. Box 157 - La Grange, IL 60525
(708) 352-6056 Fax (708) 352-6070

January 31, 2012

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

Re: Summary Appraisal of a 15' x 147' portion of
unimproved alley situated west and adjoining 228
East Fuller Road, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on January 30, 2012, which is the effective date of this valuation.

The property consists of a 15' x 147' portion of unimproved alley located west and adjoining 228 East Fuller Road, Hinsdale, Illinois. It contains 2,205 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of January 30, 2012 was

<p>FORTY-FIVE THOUSAND DOLLARS (\$45,000)</p>

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

C.A. Benson & Associates, Inc.

PURPOSE OF THE APPRAISAL:

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

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

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

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

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

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

INTEREST VALUED: Fee simple

DATE OF INSPECTION: January 30, 2012

EFFECTIVE DATE OF VALUE: January 30, 2012

DATE OF REPORT: January 31, 2012

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

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

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

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

C.A. Benson & Associates, Inc.

DESCRIPTION OF REAL ESTATE APPRAISED:

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

Hinsdale is a residential community that has a population of 18,452 residents as of July 2009 and an average family income of \$150,024 (2009). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$991,049, which is a 1.5% decrease over the prior 12 month average sale price of \$1,005,754. This reflects a softening in values as the economy continues to under-perform.

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

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

More specifically, the subject property is located in the northeast section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$250,000 for smaller existing single-family residences to in excess of \$1,800,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

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

The subject property is the east 15' of a 30' wide unimproved alley. It has a depth of 147', which is equal to the depth of the adjoining residence located at 228 East Fuller Road. It is rectangular in shape and has a calculated area of 2,205 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

C.A. Benson & Associates, Inc.

ESTIMATE OF EXPOSURE TIME:

The subject property is a 15' x 147' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

PERMANENT INDEX NUMBER: The subject is a section of unimproved alley which has no permanent index number.

TOTAL 2010 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

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

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

HIGHEST AND BEST USE ANALYSIS:

The subject consists of a 15' x 147', rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

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

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

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

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

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

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

1. **418 East Hickory Street, Hinsdale** was reported sold in September 2011 for \$250,000. This is a 54.17 foot by 132 foot parcel zoned R-4, containing 7,150 square feet. The sales price was equal to \$34.96 per square foot.
2. **229 East Fuller Road, Hinsdale** was reported sold in May 2011 for \$280,000. This is a 50 foot by 150 foot parcel zoned R-4, containing 7,500 square feet. The sales price was equal to \$37.33 per square foot.
3. **346 Minneola Street, Hinsdale** was reported sold in July 2011 for \$355,000. This is a 59.59 foot by 150 foot parcel zoned R-4, containing 8,938 square feet. The sale price was equal to \$39.72 per square foot.
4. **347 Ravine Road, Hinsdale** was reported sold in March 2011 for \$360,000. This is an irregular shaped parcel zoned R-4, containing 11,453 square feet. The sale price was equal to \$31.43 per square foot.

Commentary

The above sales were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, one of the existing residences has been demolished and two others are probable tear downs. They sold from \$31.43 to \$39.72 per square foot and averaged \$35.86 per square foot for a buildable site.

The subject consists of a 2,205 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional site depth above the standard size lot contributes at a rate of 45% of the base lot and that additional site width contributes at the rate of 55% of the base lot. The subject represents additional width and would have a value of 55% of the base lot. For this analysis, 55% of the \$35.86 (rd) average value of a buildable site or \$19.72 per square foot, rounded to \$20.00 per square foot is indicated.

C.A. Benson & Associates, Inc.

SALES COMPARISON APPROACH TO VALUE - Continued

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

2,205 square feet @ \$20.00 per square foot =

\$44,100

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$45,000 (Rd)

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of January 30, 2012 was

FORTY-FIVE THOUSAND HUNDRED DOLLARS
(\$45,000)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (Exp. 9/30/13)

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is a Summary Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

C.A. Benson & Associates, Inc.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

C.A. Benson & Associates, Inc.

CERTIFICATION

I certify that, to the best of my knowledge and belief...

- the statements of fact contained in this report are true and correct.
- the reported analysis, opinion and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- my compensation is not contingent on the reporting of a pre-determined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- my analysis, opinion and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Practice* of the *Appraisal Institute*.
- the use of this report is subject to the requirements of the *Appraisal Institute* relating to review by its duly authorized representatives.
- as of the date of this report, I have completed the requirements of the continuing education program of the *Appraisal Institute*.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.



Charles A. Benson, Jr., SRA
Illinois State Certified General Real Estate Appraiser
License #553.000387 (9/30/13)

C.A. Benson & Associates, Inc.

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974
Major in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989)
A.I.R.E.A. Course VIII (1978)
Standards of Professional Practice - Parts A & B, Appraisal Institute 1998
USPAP Update - 2009

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations; Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2007; Fair Lending and the Appraiser: Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation - Undivided; Forecasting Revenue; Illinois Appraiser's Update - 2004 thru 2009; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

Clients

Appraisal clients include: Inland Bank, American Metro Bank, Banco Popular, Midwest Bank, National City Bank, First National Bank of LaGrange, Highland Community Bank, Cathay Bank, Pacific Global Bank, Suburban Bank & Trust, United Trust Bank, The University of Chicago, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

AFFILIATIONS

- The Appraisal Institute - Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Broker's License #475.090669.
- Member of the Realtor Association of the West/South Suburban Chicagoland.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

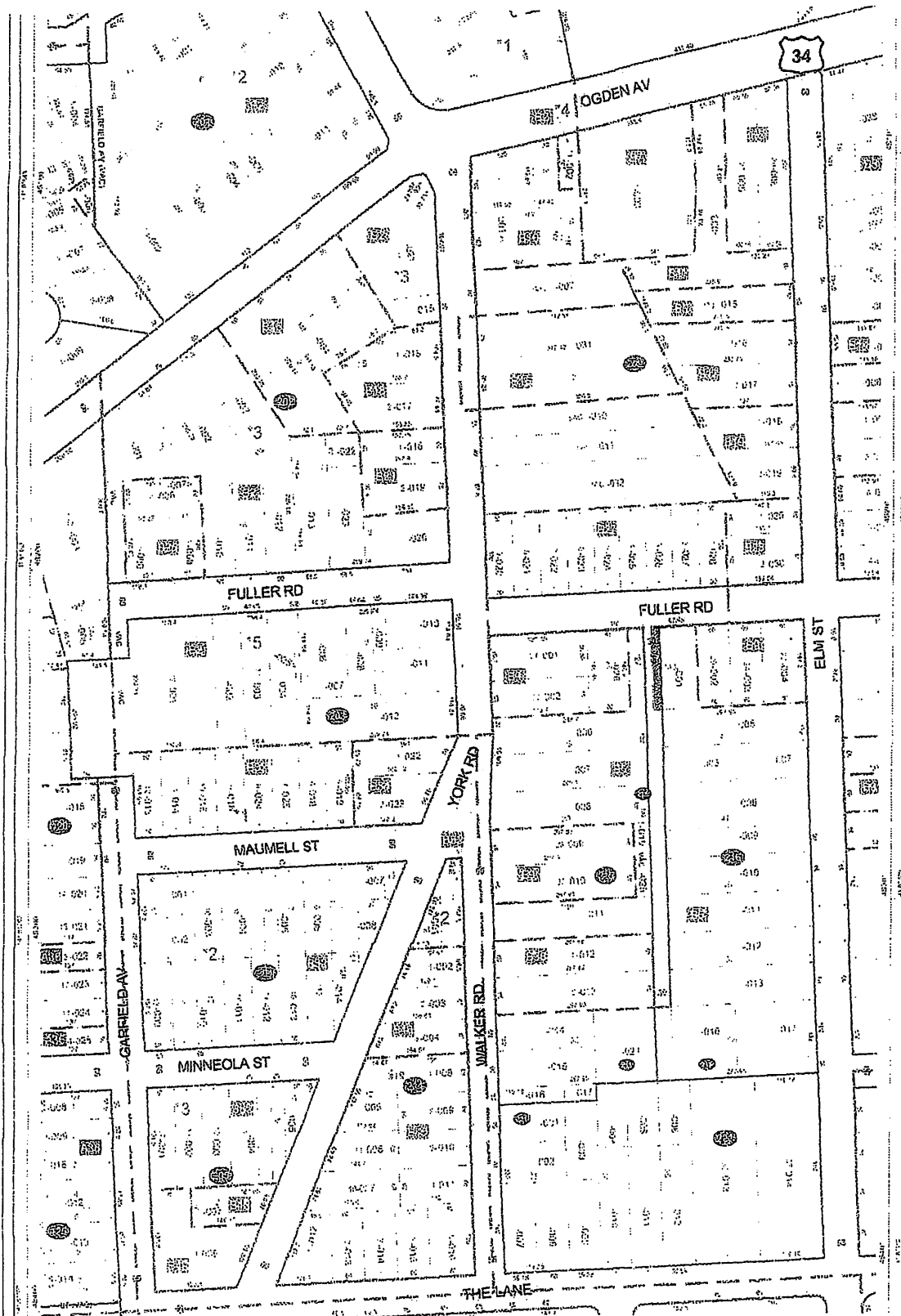
C.A. Benson & Associates, Inc.

ADDENDUM

Sidwell Map

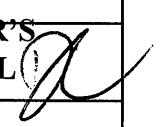
C.A. Benson & Associates, Inc.

SIDWELL MAP (Subject Shaded in Red)



DATE February 13, 2012

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda SECTION NUMBER		ORIGINATING DEPARTMENT PUBLIC SERVICES		
ITEM Allied Waste Contract Extension		APPROVAL		
<p>Public Services staff has presented terms for a 3 year contract extension with Allied Waste Services for the collection and disposal of solid waste, landscape waste, and recyclable materials. The existing contract pricing has been revised.</p> <p>Public Services staff would like to recommend to Committee the revision and extension of bid #1380 for the service of collection, and disposal of solid waste, landscape waste, and recyclable materials to Allied Waste Services and if Committee concurs the following motion would be appropriate:</p> <p>MOTION: To award the extension of Contract #1380 between the Village of Hinsdale and Allied Waste Services for the Collection and Disposal of Residential Solid Waste, Landscape Waste, and Recyclable Materials for 3 years with revised pricing to commence on May 1, 2012.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: <p>At the February 13, 2012 EPS meeting, the Committee moved to approve the above motion.</p>				
BOARD ACTION:				

VILLAGE OF HINSDALE

A CONTRACT EXTENSION BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

Pursuant to and in accordance with Title 4, Chapter 3 of the Hinsdale Municipal Code, as it may be amended from time to time, the Village of Hinsdale, an Illinois municipal corporation, (the "Village") extends its award to Allied Waste Services of North America, LLC a Delaware company authorized to business in Illinois, (the "Contractor") and the Contractor accepts, of this exclusive contract and license to collect and dispose of solid waste and landscape waste, and a non-exclusive, revocable contract to collect recyclable materials, from all residential dwellings (the "Contract") as of May 1, 2012. In consideration of the mutual promises set forth below, the Village and the Contractor hereby agree as follows:

ARTICLE I: THE WORK

1.1 General Definition of the Work

The Work is defined as the collection and disposal of all municipal and residential solid waste from the Village and from all residential dwellings in the Village (the "Customers") in the manner prescribed in Article II of this Contract, and the collection and disposal of all landscape waste from the Customers in the manner prescribed in Article III of this Contract, and the collection and disposal of all recyclable materials from the Customers in the manner prescribed in Article IV of this Contract.

1.2 Contractor's Duty to Perform the Work

Contractor shall undertake all of the following, at the Contractor's sole cost and expense:

- A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Contract, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.
- B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Contractor's sole responsibility to determine the licenses, approvals, and permits

required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by the Village for Contractor's costs to obtain such licenses, approvals, and permits.

- C. Taxes. Pay all applicable federal, State of Illinois, and local taxes.
- D. Miscellaneous. Do all other things required of Contractor by this Contract.

1.3 Billing; Payment for the Work

- A. Billing. Contractor shall be solely responsible for all billing and collection of all rates and charges for the Work. Contractor shall bill all customers directly. The Village shall have no responsibility for the billing of any account. Customers shall be permitted to pay bills from Contractor at any time prior to the 15th day of the last month of each billing cycle.
- B. Rates and Charges. The rates and charges billed by Contractor for the Work shall be as set forth in Attachment A to this Contract, which is hereby incorporated into this Contract. Contractor agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Contractor for the Work (the "Contract Price").
- C. Adjustment of Rates and Charges.
 - (i) No Adjustment for Disposal Facility Fees. Contractor shall be solely responsible for all fees charged by all operators of any disposal facility used by Contractor. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.
 - (ii) Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the State of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Contractor under this Contract; provided, however, that prior to the implementation of such adjustment, Contractor shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Contractor shall notify Customers in writing of any rate or charge adjustment at least thirty (30) days prior to the effective date of the adjustment.

(iii) Fuel Adjustment:

a. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Increase Measurement Period"), exceeds Four and 75/100 Dollars (\$4.75) per gallon (hereinafter referred to as "Upper Fuel Threshold") the Contractor may, at any time, evaluate the need to increase the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year (hereinafter referred to as a "Fuel Expense Increase"). If the Contractor verifies that there is a need for a Fuel Expense Increase, it may, within thirty (30) days after the end of any Fuel Increase Measurement Period, provide the Village with a written request for an increase in the monthly charges for its refuse services (hereinafter the "Fuel Request"). No more than one (1) Fuel Request shall be made by the Contractor in any twelve (12) month period. Any such Fuel Request shall be in writing and shall include at minimum the following information:

(1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicates that the average price per gallon for diesel fuel is above the Upper Fuel Threshold;

(2) calculations demonstrating the impact of the Fuel Expense Increase on the cost of the services being provided by Contractor hereunder;

(3) the proposed revised monthly charges as a result of the Fuel Expense Increase.

Within thirty (30) days of the receipt of any such Fuel Request, the Village and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall be mutually agreed upon. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after said Fuel Increase is agreed upon. Provided, however, that if the

parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel decreases below the Upper Fuel Threshold prior to the implementation of any Fuel Increase, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void, and the Contractor's monthly charges shall not be adjusted. In the event that after a Fuel Increase is implemented the average cost of diesel fuel decreases below the Upper Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel increase as of May 1 following the Fuel Request.

b. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Decrease Measurement Period"), is less than Two and 75/100 Dollars (\$2.75) per gallon (hereinafter referred to as "Lower Fuel Threshold"), the Contractor or the Village may, at any time, evaluate the need to decrease the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year, (hereinafter referred to as the "Fuel Expense Decrease"). If the Contractor and/or Village desires to initiate a Fuel Expense Decrease, the Contractor and/or Village shall within thirty (30) days after the end of any Fuel Decrease Measurement Period provide the other party with a written notification (hereinafter the "Fuel Decrease Notification"). No more than one (1) Fuel Decrease Notification shall be submitted by the Contractor and/or Village in any twelve (12) month period. Any such Fuel Decrease Notification shall be in the following form and include at least the following information:

(1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is below the Lower Fuel Threshold;

(2) calculations demonstrating how the Fuel Expense Decrease impacts the cost of the services being provided by Contractor hereunder, which costs the Contractor shall make available to the Village upon reasonable request such that the Village be permitted to make a Fuel Expense Decrease as requested herein;

(3) the proposed revised monthly charges as a result of the Fuel Expense Decrease.

Within thirty (30) days of the receipt of any such Fuel Decrease Notification, the Village and Contractor shall meet to discuss the Fuel Expense Decrease, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Decrease. In regard to said Fuel Decrease Notification, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Expense Decrease. The approval of any decrease in the monthly charges, as a result of any Fuel Decrease Notification, (hereinafter referred to as the "Fuel Decrease"), shall be mutually agreed upon, which the Contractor agrees to exercise in a reasonable manner. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after such decrease is agreed upon, provided, however, that if the parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel increases above the Lower Fuel Threshold prior to the implementation of a Fuel Decrease, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void. In the event that after a Fuel Decrease is implemented the average cost of diesel fuel increases above the Lower Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel decrease as of May 1 following the Fuel Request.

- D. Notice of Increases in Rates and Charges. Contractor shall notify all Customers of any increases in rates or charges in writing with the last bill to each Customer before the new rates go into effect.

ARTICLE II: SOLID WASTE COLLECTION

2.1 Solid Waste Collection Service

Contractor shall collect from all Customers one (1) can, bag, or totter of solid waste that has been properly placed for collection, plus all additional cans, bags, or totters of solid waste that have prepaid stickers affixed to them and that have been

properly placed for collection. The charge for containers in addition to the one (1) can or bag shall be as established in Attachment A. "Solid waste" means garbage, refuse, and other material resulting from operation of residential establishments and from community activities. Solid waste shall include small amounts of construction debris and materials that one (1) person can load into the collection vehicle.

2.2 Service Features

Contractor shall provide all Customers with the following service options:

- A. Frequency of Collection. Once each week, with the Village served on two days. A second pick-up day shall be scheduled each week, but solely for those customers electing twice-each-week service.
- B. Location of Residential Dwelling Service. At the rear door.
- C. Containers. All solid waste placed by customers for collection, except bulk items, shall be contained in the following containers:
 - (i) Metal or plastic cans, or plastic or paper bags, each of which shall not exceed thirty-four (34) gallons in capacity or sixty (60) pounds in weight; or
 - (ii) A 60-gallon toter; or
 - (iii) A 90-gallon toter.

Contractor shall provide a 60- or 90-gallon toter to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of toters during the term of this Contract.

- D. Collection Days. Contractor shall have vehicles for the collection of Solid Waste in the Village on Monday and Thursday.

2.3 Municipal Services

Contractor shall incorporate the services that had been part of the **Disposal for Village Facilities** contract. All scheduled services that were included in the Disposal for Village Facilities contract, which included scheduled service to downtown sidewalk containers, dumpster service at Village buildings and park facilities, scheduled collection in parks, recycling at public buildings, and roll-off

dumpster service (fifty (50) per year) at the Public Services facility are included and incorporated in this Contract.

The roll-off dumpster loads at the Public Services facility shall be limited to five (5) tons, with any excess tonnage to be billed to the Village at a rate of \$61.00 per ton for the first contract year; \$62.50 per ton for the second contract year; and \$64.50 per ton for the third contract year. Should the number of roll-off dumpsters exceed 50 per contract year, the contractor shall bill the Village for service at a cost of \$138.00 per load plus \$61.00 per ton for the first contract year, \$142.00 per load plus \$62.50 per ton for the second contract year, and \$146.00 per load plus \$64.50 per ton for the third contract year.

2.4 Bulk Item Collection

Contractor shall collect each bulk item that has two (2) prepaid stickers affixed to it and that has been properly placed for curbside collection, including all items that are too large to fit into an approved container such as boxes, crates, furniture, carpet, mattresses, box springs, household appliances, and similar items. The charge for any such pick up shall be as established in Attachment A. Except as provided in Section 2.1 above, Contractor shall not be responsible for collecting certain items including construction debris, landscape waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items.

2.5 Holiday Trees

Contractor shall collect, at no additional cost to any customer, any holiday tree placed at curbside for collection.

2.6 Stickers

- A. General. Contractor shall arrange for the advance sale of stickers to be affixed to cans, bags, or totes of solid waste and to bulk items. Note that the same sticker that is used for solid waste and bulk items also shall be used for landscape waste (see Subsection 3.3A below). Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.
- B. Sale Locations. Contractor shall arrange for, supervise, and handle the sale of stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

2.7 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all solid waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of solid waste collected, tipping fees paid to dispose of such solid waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

2.8 Hazardous Waste

Contractor shall not be required to collect and dispose of hazardous waste, radioactive, medical, pathological waste or other material banned from landfill disposal by Illinois or federal law or regulations, other than large appliances. When Contractor encounters hazardous waste materials during collection, then Contractor shall promptly notify the Village of each such instance on a form approved by the Village. See Section 7.15 of this Contract for provisions related to notice to customers regarding improperly prepared or improper materials.

ARTICLE III: LANDSCAPE WASTE COLLECTION

3.1 Landscape Waste Collection Service

Contractor shall collect from all Customers all landscape waste. "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described by State law.

3.2 Service Features

- A. Frequency. Once each week, with service on the same day that solid waste is collected in that portion of the Village. Contractor shall collect landscape waste commencing each year on the week including April 1 and continuing through the week including November 30. The time period for such services may be expanded to include additional weeks upon the mutual written agreement of the parties to this Contract.
- B. Location. Contractor shall provide curbside service for collection of landscape waste.
- C. Containers. All solid waste placed by customers for collection shall be contained in the following containers or bundles:
 - (i) Metal or plastic cans not exceeding thirty-four (34) gallons in capacity and clearly marked as landscape waste by the customer; or

- (ii) Biodegradable paper "kraft"-type bags not exceeding thirty-two (32) gallons in capacity; or
- (iii) Tightly tied with biodegradable string or twine, in a bundle not exceeding four (4) feet in length or sixty (60) pounds in weight.

Contractor shall provide a 60- or 90-gallon toter to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of totters during the term of this Contract.

3.3 Stickers

- A. General. Contractor shall be paid for all collection of landscape waste through the advance sale of stickers to be affixed to cans, bags, and bundles of landscape waste to be collected. The same sticker that is used for solid waste and bulk items also shall be used for landscape waste. Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.
- B. Sale Locations. Contractor shall arrange for, supervise, and handle the sale of Landscape Waste stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

3.4 Leaf Collection

Contractor shall conduct unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall. The commencement date for this collection shall be authorized by the Director of Public Services. Other yard waste shall require standard landscape waste stickers.

3.5 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all landscape waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of landscape waste collected, fees paid to dispose of such landscape waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

ARTICLE IV: RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Collection Service

Contractor shall collect from all customers the following recyclable materials: brown glass containers; green glass containers; clear glass containers; file stock; newspaper; junk mail; magazines and catalogs, plain and glossy; white ledger paper; colored ledger paper; mixed paper; directories; computer paper; telephone books; #6 newsprint; #8 newsprint; fiber egg cartons; flattened cardboard, plain and corrugated; empty aerosol cans; chipboard; 6- and 12-pack rings; carrier stock; pigmented PETE #1; clear PETE #1; natural HDPE #2; pigmented HDPE #2; aluminum cans; clean aluminum foil; clean pie plates; empty steel cans; empty bi-metal cans; milk and juice cartons and boxes.

The list of recyclable materials required to be collected by Contractor pursuant to this section may be expanded to include additional recyclable materials on the mutual written agreement of the Village and Contractor.

4.2 Service Features

- A. Frequency. Once each week, with pickup on the same day that solid waste is collected in that portion of the Village.
- B. Location. Contractor shall provide curbside service for collection of recyclable materials.
- C. Containers. All recyclable materials placed by customers for collection shall be placed in a 64-gallon recycling cart provided by Allied Waste bearing a recycling logo or, in the case of hardship as determined by the Village Manager or his (or her) designee, one or more customer supplied 18-gallon bins bearing a recycling symbol. All customers as of the effective date of this Contract shall be supplied with one (1) such container, provided that the customer does not already have a container. Each new customer without a container shall be supplied with one (1) such container. Contractor shall be responsible for making available for purchase and for distributing additional or replacement containers at the price established in Attachment A to this Contract; provided, however, that Contractor shall replace any lost containers. The Contractor may charge a refundable security deposit not to exceed \$65.00 to replace lost containers. The Contractor shall refund the deposit when the container is returned to the Contractor, or when the Contractor terminates this Agreement. All recycling carts shall remain the property of the Contractor.

- D. Commingling. All types of recyclable materials may be commingled in a single container.

4.3 Location of Service

Contractor shall provide curbside service for collection of recyclable materials.

4.4 Collection Day

- A. Residential Dwellings. Contractor shall collect recyclables from all Customers once each week on one of each Customer's regular Solid Waste collection days.
- B. Municipal Buildings and Sites. Contractor shall collect recyclables from the municipal buildings and sites listed in Section 4.3 B above on a date mutually acceptable to the Village and Contractor.

4.5 Improper Materials

When Contractor, during collection, encounters materials not included in the list of Recyclable Materials contained in Section 4.1 above, then Contractor shall not be required to collect such materials but shall collect all Recyclable Materials. Contractor shall promptly notify the Village of each such instance on a form approved by the Village. See Section 6.15 of this Contract for provisions related to notice to Customers regarding improperly prepared materials.

4.6 Processing of Recyclables

Contractor shall deliver all Recyclable Materials to an appropriate facility for recycling. No Recyclable Materials shall be delivered to any landfill or other facility for disposal.

4.7 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all recycling collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of each type of Recyclable Material collected, the revenues received from the sale of each Recyclable Material, the after-market vendor of each recyclable, tipping fees savings, the rate of Customer participation in the recycling program, and the like. Such report shall be on a form provided by the Village.

4.8 Net Proceeds

Contractor shall retain all proceeds from the sale of the Recyclable Materials less all processing and transportation costs, provided all provisions in this Article of this Contract are successfully fulfilled as determined by the Village. The Contractor assumes full responsibility for the payment of all expenses, and hereby indemnified the Village from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

4.9 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, actively promote community-wide recycling in the Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs.

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

Contractor shall provide either (a) a performance bond on the form attached hereto as Attachment B from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of \$500,000.00 (the "Bond") or (b) a straight irrevocable letter of credit in the amount of \$500,000.00 from a bank with principal offices in the Chicago Metropolitan area and acceptable to the Village and in a form approved by the Village.

5.2 Insurance

Contractor shall provide certificates and policies of insurance evidencing the following minimum insurance coverage:

<u>Worker's Compensation:</u>	statutory limit.
<u>Employer's Liability:</u>	\$1,000,000 each occurrence.
<u>Vehicle Liability:</u>	\$1,000,000 property damage, \$1,000,000 bodily injury or death per person, \$2,000,000 each occurrence.
<u>Comprehensive General Liability:</u>	\$5,000,000 each person, \$5,000,000 each occurrence.
<u>Property Damage:</u>	\$2,500,000 each occurrence.

Each policy shall be in a form and from companies acceptable to the Village and shall name the Village as an additional insured. Such insurance shall provide that no change of, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village.

5.3 Indemnification

Contractor shall, and hereby agrees to, indemnify, save, and keep harmless, the Village, its elected and appointed officials, employees, and attorneys against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's negligence or shallful misconduct, or failure to perform, including, without limitation, negligence and shallful misconduct, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor or Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors, except to the extent caused by the sole negligence of the Village.

5.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Contractor's negligent performance, or its failure to perform, its duties and obligations under this Contract, including without limitation acts and omissions of Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

- A. General Standard. Contractor shall provide, perform, and complete all of the Work in full compliance with the terms of this Contract and in a good and workmanlike manner. Contractor at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

- B. Annual Review. Contractor and the Village agree that the performance of the Work under this Contract, and the provisions of this Contract, shall be subject to review once during each year of the term of this Contract. Such review shall be at a meeting designated by the Village Manager, with not less than twenty-one (21) days advance written notice to Contractor of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Contractor shall attend through its officials and employees of Contractor with authority to resolve performance and Contract issues under the Contract.

6.2 Collection Times

Contractor shall not begin collection on any day Monday through Friday before 7:00 a.m. or continue collection on any day after 6:00 p.m., or on any Saturday before 9:00 a.m. and after 5:00 p.m., unless an earlier starting time is approved by the President and Board of Trustees of the Village and included in Attachment A. Contractor shall not perform collection on Sundays.

6.3 Holiday Collection

Contractor shall not be required to perform Work on the following days: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one (1) day for the remainder of the week after the holiday; provided, however, that no such delayed collections shall occur on Sundays or holidays. Contractor shall provide the Village with a written schedule of holidays on which it shall not perform collections.

6.4 Quality of Employees

Contractor shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.5 Subcontractors

- A. Approval and Use of Subcontractors. Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the

Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Contract, and every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

- B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village terminate such subcontract. Contractor shall have no claim for damages, or for compensation in excess of the Contract Price, as a result of any such termination.

6.6 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the Village because of any damage or loss to the Work or Contractor's equipment, materials, or supplies.

6.7 Safety

Contractor shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

6.8 Cleanliness

- A. Generally. Contractor shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Contractor shall replace all container covers and shall replace all containers to their proper locations. Contractor shall take all reasonable actions to avoid clutter and damage, as a result of its operations, to curbs, streets, alleys, pavement, utilities, adjoining property, and all property of the Village. Contractor shall leave all property affected by its operations in a clean condition.
- B. Cleanup of Spills. Contractor shall immediately clean up any Solid Waste, Landscape Waste, or Recyclable Materials that it may have caused to spill onto private premises, parkways, streets, alleys, or

other public places, in a neat and workmanlike manner. If such materials or fluids are not cleaned up within eight (8) hours after notice, written or oral) from the Village, then the Village may perform the clean up and bill the cost of that clean up to Contractor. Contractor shall reimburse the Village within thirty (30) days after receipt of an invoice for those costs.

6.9 Equipment

Contractor shall furnish, and shall maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the work. Contractor shall provide a sufficient number of vehicles for regular collection service. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall be free of excessive noise, odor, and emissions. Each vehicle shall Contractor's name, Contractor's telephone number, and a vehicle identification number clearly marked and visible on the side. Solid waste and landscape waste vehicles shall be a compactor type. No vehicle shall displace or leak fluids, oil, hydraulic fluids, or the like. No vehicle in need of repair shall be used at any time within the Village. Alternate vehicles must be used but not as to delay or postpone regular collection schedules. If a vehicle is not operating properly, then Contractor must provide a substitute vehicle immediately that complies with the requirements of this Contract. Contractor may use a replacement, open truck on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

6.10 Storage

Contractor shall not store, or allow to be stored, any equipment or materials on any private property in the Village except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Contractor store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village. Nothing in this Section shall be construed to affect the use of 90-gallon totters otherwise in accordance with the terms of this Contract.

6.11 Damage to Property

- A. Restoration. Contractor shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Contractor to any property, public or private, as a result of the Work. If Contractor fails to promptly repair or restore any such damage, then the Village may, after forty-eight (48) hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and

charge all costs related thereto to Contractor. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor. Contractor shall pay all costs to the Village within five (5) days after receiving notice thereof from the Village.

- B. Customer Waste Containers. Contractor shall use reasonable care in the handling of all Customer Waste Containers to avoid any excessive damage thereto. Contractor shall replace at its expense Waste Containers that may be seriously damaged by carelessness of its employees.
- C. No Waiver. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

6.12 Telephone

Contractor shall maintain a telephone (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

6.13 Identification

All of Contractor's own personnel and all of Contractor's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village. All such personnel driving a vehicle shall carry, at all times, a valid Illinois Operator's License for the type of vehicle being driven, including proper evidence of a commercial driver's license as required by law.

6.14 Complaints; Processing

- A. Generally. Contractor shall cooperate with the Village in minimizing complaints from the customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Contract.
- B. Initial Response. Contractor shall give all complaints received by it prompt and courteous attention. Contractor shall respond personally to

every customer from whom a complaint is received within twenty-four (24) hours after receipt of such complaint; except that, if Contractor receives a complaint about a missed scheduled collection, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within twenty-four (24) hours after receipt of such complaint.

- C. Referral to Village. If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the Customer, then Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The Village Manager or his or her designee shall arbitrate each such complaint, and the decision of the Village Manager or his or her designee concerning each such complaint shall be final and binding on Contractor.
- D. Monthly Report. Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any customer, including without limitation the name of the customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

6.15 Improperly Prepared or Improper Materials

When Contractor encounters any Solid Waste, Landscape Waste, or Recyclable Materials prepared improperly by any customer for collection, or materials not proper for collection from residential dwellings such as hazardous or medical waste, then Contractor may leave such improperly prepared or improper material and Contractor shall post a notice with such customer, on a form approved by the Village, noting the problem. Contractor shall collect all material properly prepared for collection.

6.16 Changes in Service

Each customer shall be permitted to change the frequency, location, and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year on not more than thirty (30) days' written notice to Contractor prior to each successive anniversary date of this Contract. Contractor shall notify each customer of his or her right to make such changes in service and shall provide

forms acceptable to the Village to each customer to enable any such customer to timely notify Contractor of such customer's desire to make service changes.

6.17 Discontinuation of Service

Contractor shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

6.18 Audit

Contractor shall prepare or have prepared annually, and deliver to the Village, an audit of the books and records of Contractor. An audit of the books and records of Contractor's regional activities shall satisfy the requirements of this section.

6.19 Illegal Aliens

Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

ARTICLE VII: TERM; EXTENSION

7.1 Term

The Contract shall be effective for a three (3) year term. Contractor shall commence the Work on May 1, 2012, and shall diligently and continuously prosecute the Work at all times thereafter through April 30, 2015. The Contract may be extended by mutual agreement as provided for in Section 7.2 of this Contract.

7.2 Extension

In the third year of this Contract commencing not less than 120 days prior to the end of the initial term of this Contract, the Village and Contractor shall negotiate terms for an extension of this Contract for up to three (3) additional years. Such negotiation shall include consideration of adjustments to Contractor's compensation based on percentages of increases to the Chicago Area Consumer Price Index, to Contractor's costs for landfill space, and to availability and costs of facilities and markets for processing of recyclable materials and landscape wastes, among other considerations. A rate or charge may be adjusted to include an amount sufficient to offset the amount of (a) any increased cost of operation incurred by Contractor due to a change in a law, regulation, or rule applicable to the Contractor's performance of this Contract, or (b) any fee, surcharge, duty, tax, or other charge imposed by the federal government or agency thereof, the State of Illinois or agency thereof, or a local governmental agency, which fee, surcharge,

duty, tax, or other charge is payable solely by reasons of the nature of the operations conducted by Contractor under this Contract, or (c) the amount of any increase in the actual disposal fees charged to Contractor by the operator of the disposal site or facility used by Contractor pursuant to this Contract, provide such disposal fees are the lowest such fees reasonably available to Contractor.

Contractor may submit documentation to the Village Manager justifying any adjustment to any rate or charge. The Village may request additional, detailed information from Contractor appropriate to evaluate any proposed increase or decrease in rates.

If the Village and Contractor cannot agree on adjusted rates and charges pursuant to this section, then this Contract shall not be extended.

ARTICLE VIII: DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

- A. Notice of Disputes and Objections. If Contractor disputes or objects to any direction, instruction, determination, or decision of the Village, then Contractor may notify the Village in writing of its dispute or objection; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Contractor so notifies the Village within two (2) business days after receipt of such direction, instruction, determination, or decision, Contractor shall be deemed to have waived all such disputes or objections and all claims based thereon.
- B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three (3) business days after the Village's receipt of Contractor's written notice of dispute or objection, a conference between the Village and Contractor shall be held to resolve the dispute. Within three (3) business days after the final conference, the Village shall render its final decision, in writing, to the Contractor. If Contractor objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Contractor's Remedies

If the Village fails or refuses to satisfy a final demand made by Contractor pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) business

days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

8.3 Village's Remedies

If it should appear at any time that Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Contract and has failed to cure such failure within two (2) business days after written notice thereof from the Village, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. The Village may require Contractor to take any action necessary to bring Contractor into strict compliance with this Contract.
- B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3A above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.
- C. The Village may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of performing the Work, evict Contractor and take possession of all Contractor's equipment, materials, supplies, tools, and other items relating to the Work, and either complete the Work with its own forces or contracted forces. Any and all subcontracts of Contractor shall, upon such termination and at the Village's option exercised in writing, be deemed to be automatically assigned to the Village, but the Village shall not thereby assume any obligation for payments due under such subcontracts for any Work performed prior to such assignment.
- D. The Village may terminate this Contract.
- E. The Village may recover any damages suffered by the Village.

8.4 Village's Right to Terminate or Suspend Work for Convenience

- A. Termination for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by thirty (30) days' advance written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, terminate

Work under existing subcontracts, and cancel any outstanding subcontracts that may be cancelled.

- B. Terminations Deemed for Convenience. Any termination of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination for the convenience of the Village under this section.
- C. Payment for Completed Work. In the event of any termination or suspension pursuant to Subsections 8.4A or 8.4B above, Contractor shall have the right to be paid for all Work done prior to the effective date of such termination or suspension and to be paid for all Work done in accordance with the requirements of this Contract and for all costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination or suspension.

8.5 Non-Enforcement by the Village.

Contractor shall not be excused from complying with any of the terms and conditions of this Contract by any failure of the Village, upon any one or more occasion, to insist upon Contractor's performance of, or to seek Contractor's compliance with, any one or more of said terms or conditions.

ARTICLE IX: LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and Contractor.

9.2 Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against the Village.

9.3 Title to Waste; Disposal Responsibilities

Title to all Solid Waste, Landscape Waste, and Recyclable Materials shall vest in Contractor at the time it is placed in Contractor's vehicles or equipment. The Village shall have no responsibility for the disposal of any Solid Waste, Landscape Waste, or Recyclable Materials and all such disposal shall be accomplished by Contractor at its sole risk and expense. Nothing in, or done

pursuant to, this Contract shall be construed to create any responsibility on the part of the Village for disposal of any Solid Waste, Landscape Waste, or Recyclable Materials once title thereto has vested in Contractor pursuant to this Section. Contractor shall dispose of all Solid Waste, Landscape Waste, and Recyclable Materials collected pursuant to this Contract in accordance with all applicable federal and state laws and regulations.

9.4 Compliance with Laws and Grants

Contractor shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 et seq.], the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq. [formerly Ill. Rev. Stat. ch. 29, §§ 17 et seq.], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

9.5 Changes in Laws

Except as otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

9.6 Governing Laws

This Contract and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

9.7 Taxes

The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption shall be provided to Contractor, if necessary. The Village shall

not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Contractor. Contractor shall be required to reimburse the Village for any such taxes paid. Failure of Contractor to comply with the provisions of this Section shall entitle the Village to withhold or recover from Contractor the costs thereof.

9.8 Employee Taxes and Benefits

Contractor shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Contractor; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that the Village may be required to pay.

9.9 Force Majeure

Whenever a period of time is provided for in this Contract for either the Village or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted, or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Contractor's employees would not be an act "beyond Contractor's control"). Contractor shall promptly notify the Village when Contractor reasonably believes that an event constituting a "force majeure" under this Section has occurred.

9.10 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other party, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

9.11 Confidential Information

All information supplied by the Village to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

9.12 Assignment

Contractor shall not assign this Contract or sublet it as whole, or assign any of Contractor's rights under this Contract, without the prior express written approval of the Village, which approval may be exercised in the sole and unfettered discretion of the Village. The Village may assign any or all of its rights or obligations under this Contract without the prior consent of Contractor.

9.13 Notices

Except as otherwise explicitly provided in this Contract, all notices required or permitted to be given under this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Manager

with a copy to:

Klein, Thorpe, and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606
Attention: Lance C. Malina

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Allied Waste Services

5050 W. Lake Street
Melrose Park, IL 60160

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

9.14 Binding Effect

This Contract shall be binding upon the Village and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

9.15 Contractor Acknowledgment

Contractor acknowledges that (a) it has carefully read the terms, conditions and provisions of this Contract and Chapter 21 of the Hinsdale Municipal Code; (b) it accepts, without reservation, the obligations imposed by said terms, conditions, and provisions; (c) it agrees to accept the validity of said terms, conditions, and provisions; (d) it agrees to abide by said terms, conditions, and provisions; and (e) it agrees not to proceed, at any time, against the Village in any claim for damages challenging any term, condition, or provision of this Contract or of the Hinsdale Municipal Code on the basis that the Village did not have the authority to impose the same or that the same may be unreasonable, arbitrary, or void.

9.16 Authority to Execute

Contractor hereby warrants and represents to the Village (a) that it has the right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth herein; (b) that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken; and (c) that neither the execution of this Contract nor the performance of the obligations assumed by Contractor hereunder shall (i) result in a breach or default under any agreement to which Contractor is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Contractor is subject.

9.17 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability. If any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, then neither the validity of the remaining part of such provision, nor the

validity of any other provisions of this Contract, shall be in any way affected thereby.

9.18 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and Contractor.

9.19 Entire Contract

This Contract sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefor and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefore.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in five original counterparts as of the day and year first written above.

VILLAGE OF HINSDALE

By: _____

Name: _____

Title: _____

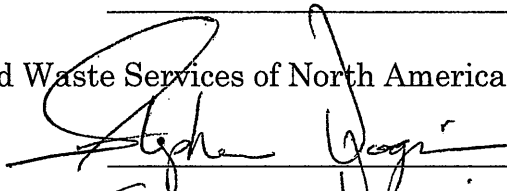
Attest:

By: _____

Name: _____

Title: _____

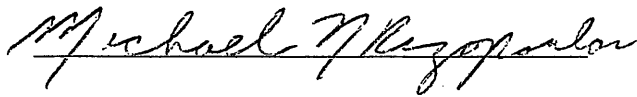
[Allied Waste Services of North America, LLC]

By:  _____

Name: STEPHEN VOGRIN

Title: GENERAL MANAGER

Attest:

By:  _____

Name: MICHAEL N. RIZOPOULOS
Title: CONTROLLER

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

CONTRACTOR'S CERTIFICATION

Stephen Vogrin, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq. [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 et seq.].

DATED this 16th day of February 2012.

[Allied Waste Services of North America, LLC]

By: Stephen Vogrin

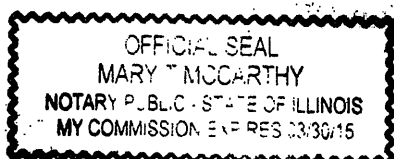
Name: STEPHEN VOGRIN

Title: GENERAL MANAGER

Subscribed and sworn to before me
this 16th day of February 2012

Mary J. McCarthy
Notary Public

My Commission Expires: 3/30/2015



ATTACHMENT A

SCHEDULE OF RATES AND CHARGES SOLID WASTE, LANDSCAPE WASTE, RECYCLING, DISPOSAL SERVICES FOR VILLAGE FACILITIES AND SEASONAL LEAF COLLECTION

REFUSE PROGRAM

	60 gallon		90 gallon		60 gallon		90 gallon
	One Can	Cart	Cart	One Can	Cart	Cart	
	1x/week	1x/week	1x/week	2x/week	2x/week	2x/week	Sticker
First Year	\$24.70	\$29.10	\$29.87	\$37.47	\$41.74	\$42.45	\$2.75
Second Year	\$25.38	\$29.90	\$30.69	\$38.50	\$42.89	\$43.62	\$2.85
Third Year	\$26.08	\$30.72	\$31.54	\$39.56	\$44.07	\$44.82	\$2.95

LANDSCAPE WASTE

Contractor shall supply weekly collection of yard waste collected in Kraft paper yard waste bags requiring pre-paid waste stickers from April through November.

RECYCLING PROGRAM

Contractor shall supply unlimited curbside recycling while supplying a 64-gallon cart to each residence.

MUNICIPAL SERVICES

Contractor shall conduct refuse and recycling for Village facilities including certain roll off dumpsters.

LEAF COLLECTION

Contractor shall supply unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall with a commencement date to be determined by the Director of Public services. All other yard waste shall require standard yard waste stickers.

ATTACHMENT B

VILLAGE OF HINSDALE

CONTRACT FOR COLLECTION AND DISPOSAL SERVICES FOR SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that ALLIED WASTE SERVICES OF NORTH AMERICA LLC, as Principal, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, as Obligee, hereinafter called the Village, in the full and just sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 2012, with the Village titled A CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local

taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village or Contractor to the other in or to the terms of said Contract shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of the Village's termination of Contractor, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this ____ day of _____ 2012.

PRINCIPAL

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

SURETY

By: _____

Name: _____

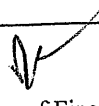
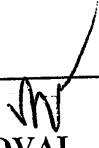
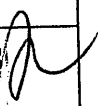
Title: _____

By: _____

Name: _____

Title: _____

DATE February 17, 2012

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED Assistant Village Manager/Director of Finance Darrell Langlois 	
<p>At the meeting of February 21, 2012 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 February 04, 2012 through February 17, 2012 in the aggregate amount of \$526,039.62 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 #1517

FOR PERIOD February 4, 2012 through February 17, 2012

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$526,039.62 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 2/16/12
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 2/16/12
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1517
Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	96,113.20	-	96,113.20
Capital Project Fund	45300	27,407.92	-	27,407.92
Water & Sewer Operations	61061	208,860.41	-	208,860.41
Water & Sewer Capital	61062	672.70	-	672.70
Escrow Funds	72100	20,750.00	-	20,750.00
Payroll Revolving Fund	79000	8,117.26	164,118.13	172,235.39
Total		361,921.49	164,118.13	526,039.62

ABC COMMERCIAL MAINT SERV
64705 KLM CLEANING

052
CHECK NO. 89298 1040.00 1040.00

AIR ONE EQUIPMENT
64618 CYLINDERS

78386
CHECK NO. 89299 7155.00 7155.00

ALEXANDER EQUIPMENT
64650 PRUNER
64651 CHAIN SHARPENING
64655 SAW BLADES

82134 78.00
82088 36.00
82172 206.50
CHECK NO. 89300 320.50

AMPLIVOX
64715 SOUND SYSTEM

01934 916.86
CHECK NO. 89301 916.86

ARAMARK UNIFORM SERVICES
64668 RUGS TOWELS ETC
64796 UNIFORMS

689943001 126.25
689943001-1 152.80
CHECK NO. 89302 279.05

ATLAS BOBCAT INC
64665 SEAL KIT

B33401 27.60
CHECK NO. 89303 27.60

BARCO PRODUCTS COMPANY
64686 SIGN POST PROTECTOR

011207017 209.63
CHECK NO. 89304 209.63

BRIGHT IDEAS INC
64767 REMOVAL

271-3 3797.60
CHECK NO. 89305 3797.60

BURRIS EQUIPMENT CO
64703 LAWN MOWER PARTS

PI09379 344.40
CHECK NO. 89306 344.40

C.A. BENSON & ASSOCIATES
64780 APPRASAL SERVICES

450 450.00
CHECK NO. 89307 450.00

C/O PNC BANK
64787 CIRCUIT BOARD

50034095 386.45
CHECK NO. 89308 386.45

CASE LOTS INC			
64607	PAPER GOODS	037874/7863	769.40
64784	PAPER GOODS	038014/13	245.55
	CHECK NO.	89309	1014.95
CDW-GOVERNMENT INC.			
64616	COMP MONITOR	F254608D791753	1170.52
	CHECK NO.	89310	1170.52
CENTRAL PARTS WAREHOUSE			
64646	PLOW SEAL	182033A	22.25
	CHECK NO.	89311	22.25
CENTURYLINK QCC			
64791	LD TELEPHONE	60315918-01/12	79.54
	CHECK NO.	89312	79.54
CHICAGO INTERNATIONAL			
64716	REPAIRS #5	1008467	3299.66
	CHECK NO.	89313	3299.66
CINTAS			
64674	RUGS TOWELS ETC	769740727	263.21
64717	RUGS TOWELS ETC	769744396	187.23
	CHECK NO.	89314	450.44
CIT TECNOLOGY FIN SERV IN			
64631	ALARM	20799681	152.50
	CHECK NO.	89315	152.50
CLARENDON HILLS PARK DIST			
64670	COOP	32900	329.00
	CHECK NO.	89316	329.00
CLARK DIETZ ENGINEERS			
64680	OAK STREET BRIDGE	#13	27407.92
	CHECK NO.	89317	27407.92
COMCAST			
64675	PD & FD CABLE	0036781-02/12	167.00
64676	VILLAGE HALL	0036757-02/12	167.00
64677	WP/PW	0036815-02/12	106.95
64678	POOL	0037136-02/12	132.00
64679	KLM LODGE	0036807-02/12	102.00
	CHECK NO.	89318	674.95

COMED

COMED		
64628 SALT CREEK	1917116003-01/12	25.49
64629 WATER TOWER	0015093062-01/12	364.04
64706 57TH STREET	0015093062-1/12	784.72
64707 314 SYMONDS	0417073048-01/12	996.11
64708 PUMPING	0075151076-01/12	699.80
64709 UNIQUELY THURSDAY	6583006139-01/12	25.49
64710 PK LOT LIGHTS	2838114008-01/12	53.83
64711 TRAFFIC SIGNALS	1653148069-01/12	37.81
64776 SALT CREEK	1917116003-12/12	50.98
64777 SPINNING WHEEL	1131101044-01/12	555.24
	CHECK NO. 89319	3593.51

COUNTRY LANDSCAPE & SUPPL		
64718 LEAVE DISPOSAL	201100	3888.00
	CHECK NO. 89320	3888.00

COURTNEYS SAFETY LANE		
64660 SAFETY INSPECTIONS	051606	32.00
	CHECK NO. 89321	32.00

D. POLLACK GLASS & MIRROR		
64654 WINDOW REPAIR	1044172	190.27
	CHECK NO. 89322	190.27

DANMAR		
64601 CUSTODIAL SERVICES	18086	4214.00
64659 CARPET CLEANED	60690	250.00
	CHECK NO. 89323	4464.00

DOCU-SHRED, INC.		
64800 SHREDDING	27322	40.00
	CHECK NO. 89324	40.00

DUPAGE COUNTY CHIEFS OF		
64695 2012 MEMBERSHIP	60553	150.00
	CHECK NO. 89325	150.00

DUPAGE COUNTY RECORDER		
64790 RECORDING FEES	201201040343	51.00
	CHECK NO. 89326	51.00

DUPAGE COUNTY SENIOR		
64692 2012 DUES	60552	30.00
	CHECK NO. 89327	30.00

DUPAGE WATER COMMISSION

DUPAGE WATER COMMISSION				
64773	WATER	09469	196809.40	
		CHECK NO. 89328		196809.40
EMERGENCY TELEPHONE SYS				
64788	NETRMS COSTS	11111	2340.08	
		CHECK NO. 89329		2340.08
EXELON ENGERY INC				
64774	19 E CHICAGO	100421800280	2297.93	
64775	ST LIGHTING	200239600190	737.21	
		CHECK NO. 89330		3035.14
FACTORY AUTHORIZED PARTS				
64684	FAN CONTROL	73746	105.39	
		CHECK NO. 89331		105.39
FLEET PRIDE INC				
64605	TRUCK REPORTS	46065337	37.02	
		CHECK NO. 89332		37.02
FULLERS HOME & HARDWARE				
64603	ASST HARDWARE	132528	784.45	
		CHECK NO. 89333		784.45
FULLERS SERVICE CENTER IN				
64772	CAR WASHES REPAIRS	12484050688	495.85	
		CHECK NO. 89334		495.85
GALLS AN ARAMARK COMPANY				
64609	UNIFORMS	9325/247/6055/68	1121.68	
64610	UNIFORMS	511706245	31.56	
64611	UNIFORMS	511652172/6666	929.96	
		CHECK NO. 89335		2083.20
GARCIA, MARTIN				
64636	CONT BD/612 S BRUNER	20390	500.00	
		CHECK NO. 89336		500.00
GATEHOUSE MEDIA SUBURBAN				
64769	EMPLOYMENT AD	556319	512.82	
		CHECK NO. 89337		512.82
GENES TIRE SERVICE				
64602	TIRES	095253	515.26	
		CHECK NO. 89338		515.26

GFOA				
64633	GFOA DUES	0134001-01/12	490.00	
		CHECK NO. 89339		490.00
GOWER DISTRICT 62 PTO				
64658	KLM REFUND	EN120128/20023	500.00	
		CHECK NO. 89340		500.00
GRAINGER, INC.				
64626	CARTRIDGE	9739477041	47.43	
64630	HEATER MOTOR	9737964156	124.70	
64634	SEALANT	9743057813	61.08	
64635	WATER CONTROLS	9741316054	113.68	
64778	GREASE GUN	9747001106	25.92	
		CHECK NO. 89341		372.81
HASSETT, GINA				
64649	CONFERENCE REIMBURSEMENT	60662	86.95	
		CHECK NO. 89342		86.95
HD SUPPLY WATERWORKS				
64614	WATER MAIN	4319971/4996	838.50	
64719	WATER MAIN MATERIALS	4327125	56.23	
64794	WATER MAIN	4379016/3100	2941.19	
		CHECK NO. 89343		3835.92
HINSDALE BANK & TRUST				
64652	KLM REFUND	EN120201/20024	250.00	
		CHECK NO. 89344		250.00
HR BLUEPRINT				
64620	PRINTING SUPPLIES	82728/739/2930	504.40	
		CHECK NO. 89345		504.40
HUFF & HUFF INC				
64681	RENEWAL	1201057	105.11	
64702	WATER QUALITY MONITORING	1201056	672.70	
		CHECK NO. 89346		777.81
IACE				
64786	SEMINAR	60564	35.00	
		CHECK NO. 89347		35.00
ICE MOUNTAIN WATER				
64606	REFRESHMENTS	02A120706023	30.13	
		CHECK NO. 89348		30.13

IL SECRETARY OF STATE
64662 TITLES/PLATES

60549 95.00
CHECK NO. 89349 95.00

IMRF
64694 IL PENSION BOOK

5475 54.75
CHECK NO. 89350 54.75

INDUSTRIAL ELECTRIC
64782 EXIT LIGHT
64798 STRIPS

205167 75.00
202270 133.00
CHECK NO. 89351 208.00

INDUSTRIAL SYSTEMS, LTD
64701 DE ICER

17265 508.75
CHECK NO. 89352 508.75

INTERNATIONAL EXTERMINATO
64671 EXT FEES
64713 MICE EXT

21270886 208.00
52038 168.00
CHECK NO. 89353 376.00

ITOA
64664 CLASS REFUND

60547 25.00
CHECK NO. 89354 25.00

JAMES J BENES & ASSOC INC
64770 PLAN REVIEW

1209185 2400.00
CHECK NO. 89355 2400.00

KEEN EDGE CO
64645 AIR CLEANER

576089 9.86
CHECK NO. 89356 9.86

KRAMER FOODS
64642 KLM SUPPLIES

04315617 45.33
CHECK NO. 89357 45.33

LEADS ONLINE
64771 SUBSCRIPTION

220567 662.67
CHECK NO. 89358 662.67

LINDCO EQUIPMENT SALES IN
64700 REPAIR PARTS

20120167P 1385.15
CHECK NO. 89359 1385.15

LINDEMANN, KURT

LINDEMANN, KURT	60252	131.62	
64648 CONFERENCE/MILEAGE	CHECK NO. 89360		131.62
LOYOLA EMS OFFICE	02172012	150.00	
64647 CLASS	CHECK NO. 89361		150.00
M E SIMPSON CO INC	22154	375.00	
64699 LEAK LOCATE	CHECK NO. 89362		375.00
MABAS DIVISION 10	475000	4750.00	
64673 DUES	CHECK NO. 89363		4750.00
MANDY PRINTING	24775	303.80	
64613 SHIRTS	CHECK NO. 89364		303.80
MARATHON SPORTSWEAR	126966	101.57	
64641 CLASSIC JACKET	CHECK NO. 89365		101.57
MCGINNIS, ROBERT	60562	75.00	
64687 REIMBURSEMENT	CHECK NO. 89366		75.00
MICRO CENTER A/R	2759524	33.98	
64797 INK	CHECK NO. 89367		33.98
MONROE TRUCK EQUIPT CO	293422	20.71	
64661 HYDRALIC CAP	CHECK NO. 89368		20.71
MOTIVE PARTS CO FMP	388739/365/285/6	479.31	
64653 PARTS	CHECK NO. 89369		479.31
NAPA AUTO PARTS	195301	498.99	
64604 AUTO PARTS	CHECK NO. 89370		498.99
NATIONAL SAFETY COUNCIL	5667642	292.71	
64789 ALIVE BOOKLETS	CHECK NO. 89371		292.71

NEUCO INC			
64599 VALVE	253605		592.50
64693 MOTOR	260491		100.58
	CHECK NO.	89372	693.08
NICOR GAS			
64712 350 N VINE	1327011000-01/12		386.20
	CHECK NO.	89373	386.20
NORTH AMERICAN SALT CO.			
64625 ROAD SALT	70793342		5194.75
	CHECK NO.	89374	5194.75
PHILLIPS FLORIST			
64608 FLOWERS	0822413		57.95
	CHECK NO.	89375	57.95
PIECZYNSKI, LINDA			
64656 PROSECUTOR	5392		1334.00
	CHECK NO.	89376	1334.00
PRAXAIR DISTRIBUTION, INC			
64704 CYLINDER POOL	41864583		20.52
	CHECK NO.	89377	20.52
QUICK, ROGER			
64690 CONT BD/26 W 8TH ST	19764		10000.00
	CHECK NO.	89378	10000.00
QUICK, ROGER			
64691 SITE MNGE/26 W 8TH ST	19763		3000.00
	CHECK NO.	89379	3000.00
RAY OHERRON CO INC			
64612 AMMO	44730		300.00
	CHECK NO.	89380	300.00
RELIABLE FIRE EQUIPMENT C			
64795 RECHARGE EXT	579385		108.45
	CHECK NO.	89381	108.45
RUSSO POWER EQUIPMENT			
64683 TRACTOR PARTS	1210748		123.12
	CHECK NO.	89382	123.12
RYDIN SIGN & DECAL			
64792 METER DECALS	270615		452.31

RYDIN SIGN & DECAL

CHECK NO. 89383 452.31

SAMS CLUB #6384

64600 ASST MERCHANDIZE

9078

265.88

CHECK NO. 89384 265.88

SERVICE FORMS & GRAPHICS

64779 ENVELOPES/50/50 SIDEWALK 139547/8/0/51

787.83

64793 WARNING TICKETS

139549

595.12

CHECK NO. 89385 1382.95

SHEPHERD, BRENT

64657 CLASS CANCELLED

105207

175.00

CHECK NO. 89386 175.00

SSPRAPA

64697 DINNER

60663

47.00

CHECK NO. 89387 47.00

SUBURBAN DOOR CHECK

64643 KEYS

419736

33.60

64644 CYLINDERS

419757

211.00

CHECK NO. 89388 244.60

SUBURBAN FOCUS

64781 KLM AD

450

450.00

CHECK NO. 89389 450.00

SUBURBAN LABORATORIES, IN

64622 LAB SERVICES

15652

500.00

64685 RADIUM

15731

170.00

CHECK NO. 89390 670.00

SUSSEX MANAGEMENT ASSOC

64615 TRAINING REPORTS

2985

2985.00

CHECK NO. 89391 2985.00

SWAN, FRANK

64688 CONT BD/1006 CHANTICLEER 19942

6250.00

CHECK NO. 89392 6250.00

SWEENEY, JOANNE

64637 CONT BD/159 RAVINE RD

20380

500.00

CHECK NO. 89393 500.00

TASK FORCE TIP

TASK FORCE TIP				
64696	TRAINING	60588	380.00	
		CHECK NO.	89394	380.00
TEES PLUS				
64785	DARE SUPPLIES	366559	235.63	
		CHECK NO.	89395	235.63
TESSO INCORPORATED				
64640	ANTENNA	203328	72.82	
		CHECK NO.	89396	72.82
THE HINSDALEAN				
64623	HINSDALE SHOPPING	12317/291/361/44	936.00	
64624	SPRING PROGRAMS	12317	645.00	
64768	ANNUAL PEST/PUBLISHING	21390/21537/33	417.00	
		CHECK NO.	89397	1998.00
TOVAR SNOW PROFESSIONALS				
64698	SIDEWALK SHOVELING	00103790	675.00	
		CHECK NO.	89398	675.00
TPI BLDG CODE CONSULTANT				
64619	PLAN REVIEW	6177	9474.24	
		CHECK NO.	89399	9474.24
TRAFFIC CONTROL & PROTECT				
64621	SIGNS	71871	523.93	
		CHECK NO.	89400	523.93
UNITED POSTAL SERVICE				
64669	POSTAGE METER	3000-02/12	3000.00	
		CHECK NO.	89401	3000.00
USA BLUE BOOK				
64627	INJECTION VALVES	584212	131.98	
		CHECK NO.	89402	131.98
VERIZON WIRELESS				
64639	MODEUMS	2693840512	560.01	
64682	MODEUMS	2691699019	14.13	
		CHECK NO.	89403	574.14
WALLINGTON PLUMBING SUPPL				
64714	PUMP	S2519875.001	1292.10	
		CHECK NO.	89404	1292.10

WAREHOUSE DIRECT INC			
64667	OFFICE SUPPLIES	1445346/5346	519.61
64672	TONER	1441742	89.10
		CHECK NO. 89405	608.71
WASHBURN MACHINERY, INC			
64799	REPAIRS	89466	221.25
		CHECK NO. 89406	221.25
WEB QA INC			
64617	PERMIT SOFTWARE	627110601-1	3900.00
		CHECK NO. 89407	3900.00
WIXSON, RICHARD			
64638	CONT BD/106 W HICKORY	20557	500.00
		CHECK NO. 89408	500.00
WODKA, MARK			
64663	REIMBURSEMENT	60548	40.00
		CHECK NO. 89409	40.00
WORK N GEAR			
64666	SAFETY BOOTS	108395	85.00
		CHECK NO. 89410	85.00
A & M AUTO PARTS			
64803	AUTO PART	301784	55.16
		CHECK NO. 89411	55.16
ADVANTAGE CHEVROLET			
64802	AUTO PARTS	271245/272424	50.23
		CHECK NO. 89412	50.23
AFLAC-FLEXONE			
64817	ALFAC OTHER	021712000000000	298.55
64818	AFLAC OTHER	021712000000000	264.33
64819	AFLAC SLAC	021712000000000	204.90
		CHECK NO. 89413	767.78
AMERICAN EXPRESS			
64824	DINNERS/MISC SUPPLIES	802005-1/12	379.78
		CHECK NO. 89414	379.78
AT & T			
64806	PHONE BILL	6307897000-1/12	5328.26
		CHECK NO. 89415	5328.26

WAREHOUSE DIRECT INC				
64667	OFFICE SUPPLIES	1445346/5346		519.61
64672	TONER	1441742		89.10
		CHECK NO.	89405	608.71
WASHBURN MACHINERY, INC				
64799	REPAIRS	89466		221.25
		CHECK NO.	89406	221.25
WEB QA INC				
64617	PERMIT SOFTWARE	627110601-1		3900.00
		CHECK NO.	89407	3900.00
WIXSON, RICHARD				
64638	CONT BD/106 W HICKORY	20557		500.00
		CHECK NO.	89408	500.00
WODKA, MARK				
64663	REIMBURSEMENT	60548		40.00
		CHECK NO.	89409	40.00
WORK N GEAR				
64666	SAFETY BOOTS	108395		85.00
		CHECK NO.	89410	85.00
A & M AUTO PARTS				
64803	AUTO PART	301784		55.16
		CHECK NO.	89411	55.16
ADVANTAGE CHEVROLET				
64802	AUTO PARTS	271245/272424		50.23
		CHECK NO.	89412	50.23
AFLAC-FLEXONE				
64817	ALFAC OTHER	021712000000000		298.55
64818	AFLAC OTHER	021712000000000		264.33
64819	AFLAC SLAC	021712000000000		204.90
		CHECK NO.	89413	767.78
AMERICAN EXPRESS				
64824	DINNERS/MISC SUPPLIES	802005-1/12		379.78
		CHECK NO.	89414	379.78
AT & T				
64806	PHONE BILL	6307897000-1/12		5328.26
		CHECK NO.	89415	5328.26

CITY INTERNATIONAL TRUCK			
64804	HEATER SWITCH	10053626	90.16
	CHECK NO.	89416	90.16
COLONIAL LIFE PROCCESSING			
64810	COLONIAL S L A C	0217120000000000	54.33
64811	COLONIAL OTHER	0217120000000000	27.63
	CHECK NO.	89417	81.96
CONSERV FS			
64801	BAL DUE	1538281-1	55.00
	CHECK NO.	89418	55.00
MUSABJI, HEENA			
64807	REISSUE CK#87558	103423-1	120.00
	CHECK NO.	89419	120.00
MUSABJI, HEENA			
64808	REISSUE CK #86220	96311-1	223.00
	CHECK NO.	89420	223.00
NATIONWIDE RETIREMENT SOL			
64812	USCM/PEBSO	0217120000000000	1795.00
64813	USCM/PEBSO	0217120000000000	37.04
	CHECK NO.	89421	1832.04
NATIONWIDE TRUST CO.FSB			
64820	PEHP REGULAR	0217120000000000	2279.14
64821	PEHPPD	0217120000000000	577.18
	CHECK NO.	89422	2856.32
STATE DISBURSEMENT UNIT			
64822	CHILD SUPPORT	0217120000000000	1411.38
	CHECK NO.	89423	1411.38
STATE DISBURSEMENT UNIT			
64823	CHILD SUPPORT	0217120000000000	313.21
	CHECK NO.	89424	313.21
SUREFIRE			
64805	PIPE REDUCER	4784228914	36.60
	CHECK NO.	89425	36.60
VILLAGE OF HINSDALE			
64814	MEDICAL REIMBURSEMENT	0217120000000000	125.00
64815	MEDICAL REIMBURSEMENT	0217120000000000	499.16
64816	DEP CARE REIMB.F/P	0217120000000000	230.41

VILLAGE OF HINSDALE

CHECK NO. 89426

854.57

WILLIAMS, DAN
64809 REISSUE CK#88284

60357-1

60.00

CHECK NO. 89427

60.00

GRAND TOTAL

361,921.49

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1517

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Illinois Municipal Retirement Fund 2/10/2012	Employee/Employer Contributions	February 2012 Wages	65,514.36
Electronic Federal Tax Payment Systems 2/17/2012	Village Payroll # 4 - Calendar 2012	FWH	39,133.69
Electronic Federal Tax Payment Systems 2/17/2012	Village Payroll # 4 - Calendar 2012	FICA/MCARE	29,354.27
Illinois Department of Revenue 2/17/2012	Village Payroll # 4 - Calendar 2012	State Tax Withholding	15,299.47
ICMA - 457 Plans 2/17/2012	Village Payroll # 4 - Calendar 2012	Employee Withholding	12,519.04
HSA Plan Contribution 2/17/2012	Village Payroll # 4 - Calendar 2012	Employee Withholding	<u>2,297.30</u>
Total Bank Wire Transfers and ACH Payments			<u>164,118.13</u>
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			<u><u>526,039.62</u></u>