

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
June 5, 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, May 15, 2012 at 7:45 p.m.

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

Absent: None

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

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Elder moved to **approve the minutes of the regularly scheduled meeting of May 15, 2012.** Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley reported that in the past several months he has heard from residents who have had cause to call the police and were impressed with how quickly they responded with a squad car. Not only were they quick to respond they made the residents feel comfortable. He contrasted this experience to those reported in other suburbs. Hinsdale is fortunate to have a high quality police department. Further, as we look forward to consolidation with Clarendon Hills we will insist on maintaining the same quality police force. Relative to the consolidation, staff reports the Village will realize an annual savings of \$600,000.00. He commented that for a Village the size of Hinsdale, this is an extraordinary amount of money that could be spent on various infrastructure projects.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Administration & Community Affairs Committee

- a) Approval of an Ordinance Authorizing Transfers of Appropriations within Departments and Agencies of the Village for the Fiscal Year May 1, 2011 to April 30, 2012
- b) Approval of an Ordinance Making a Supplemental Appropriation for the Fiscal Year Ending April 30, 2012
- c) Approval of a Payment of \$12,955.03 to the DuPage Mayors and Managers Conference for Membership dues for the 2012-2013 Fiscal Year
- d) Approval of a Resolution Approving a Second Amendment to Loan Agreement, Notes, and Bonds between the Village of Hinsdale, the Community House, Inc., The Northern Trust Company and Harris Bank Hinsdale N.A.
- e) Consideration of an Economic Development Commission Annual Budget Policy for Account #1016-7710
- f) Approval of an Ordinance Amending Title 2 (Boards and Commissions) Chapter 13 (Economic Development Commission), Relative to the Economic Development Commission Membership

Items Recommended by Zoning & Public Safety Committee

- g) Refer Application to the Plan Commission for Review and Consideration of a Text Amendment to Section 5-105C, to Allow Fitness Facilities as Special Uses in the B-1 Business District
- h) Award Foster Coach/Medtec, the lowest responsible bidder, the Contract for the Purchase of one 2012 Type 1 Modular Ambulance in the amount of \$189,357.00
- i) Purchase a Power Pro Ambulance Cot from the Stryker EMP Corporation in the Amount of \$13,122.00

President Cauley asked Chief Ronovsky about the \$200,000 price of an ambulance versus the low \$20,000 trade in. The Chief explained that in addition to depreciation there have been technology changes that will have to be upgraded to remarket the vehicle. Trustee Saigh moved to **approve the Consent Agenda, as presented.** Trustee Haarlow 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 Saigh moved **Approval and Payment of the Accounts Payable for the Period of May 12, 2012 through June 1, 2012 in the aggregate amount of \$1,561,890.02 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Geoga seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

**Award the Woodlands Phase I Infrastructure Improvement Project to
PirTano Construction Company, Inc. in an Amount not to Exceed
\$4,545,000.00**

President Cauley introduced the item explaining this is Phase I road construction in the Woodlands. Trustee LaPlaca noted this is a good bid and gives as a comfortable contingency of 10%. Trustee LaPlaca moved to **Award the Woodlands Phase I Infrastructure Improvement Project to PirTano Construction Company, Inc. in an Amount not to Exceed \$4,545,000.00.** Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Oak Street Bridge Update

President Cauley began by stating that this project is picking up momentum and he wants to make sure that all interested residents have access to all available information. He stated that nothing will be decided tonight, this is a purely informational meeting. The Village has received grant money from State and Federal agencies, but to use the money various agency standards must be met, including the Illinois Department of Transportation, the Illinois Commerce Commission and the American Disabilities Act. Additionally, the height of the bridge is mandated by BNSF. One of the IDOT requirements is that the bridge must be two lanes; this raises concerns residents have regarding possible increased traffic. We don't want to encourage non-resident cut through traffic nor do we want to install traffic controls that will make it inconvenient for residents to get around town. Chief Bloom has suggested several traffic calming options; we will start with stop signs and escalate only if necessary. From his perspective, the goal is to maintain current traffic flows over the bridge. Residents are also concerned about the regrading south of the tracks along Oak and Chicago which is mandated by the BNSF bridge height requirements for site lines. The objective tonight is to apprise the Board and residents of the minimum requirements necessary to receive funding and to provide an update on the status of the project.

Trustee LaPlaca explained that at the May 10th Community Working Group meeting, Clark-Dietz provided information relating to traffic volumes, signaling and a preliminary design. Based on resident feedback, the Village went back to Clark-Dietz to minimize the impact to the residential area and to use traffic devices that comport with neighborhood feel and still provide the benefits of a new and updated bridge. The goal is a bridge that will function at the highest level required and still fit the character of the community. Clark-Dietz has come back with a proposal that does that. Mr. Allen Staron, from Clark-Dietz and Ms. Marilyn Solomom from IDOT are here tonight to answer questions. She noted there is one more community working group meeting at the end of summer to go over changes and revisions and in the fall a public meeting will be conducted to present actual findings, actual designs and what will be submitted to IDOT for approval.

Mr. Allen Staron, Senior Vice-president with Clark-Dietz Engineers, made a power point presentation to the Board which illustrated that Phase I is preliminary engineering and environmental studies, Phase II is the design phase to begin in 2013

and be completed in 2014 when contractor bidding can start. Phase III is the actual construction that could be complete by 2015. To date, two public meetings and four Community Working Group meetings have been conducted. A traffic signal was part of the proposal at Chicago and Oak and Chicago and County Line, a grade increase of 18" and widening Chicago Avenue was also proposed. Feedback on street work was negative; residents felt the signals and street widening were not in keeping with the character of the neighborhood. However, BNSF requires that the vertical clearance of the bridge must be 23.4' and the federal highway administration requires the bridge accommodate two-way traffic. Therefore, the bridge will be 16' wider than the current bridge, which includes a 5' sidewalk on both sides and 3' higher than the existing bridge. The four way stops at Oak and Chicago and at County Line and Chicago will remain, there will be no street widening and the grade increase will be 10" instead of 18". Reconstruction of Chicago and Oak Streets will require that some residential driveways be reconstructed. There will be a retaining wall on the east side of Oak Street. There is a house owned by the hospital that would need to be acquired as part of the project. There are also challenges to the north of the tracks to accommodate the hospital driveways, more work and coordination to be done with the hospital. Hillgrove is currently a one-way street; under this design concept it would be a two-way street, but all access would be from County Line Road only. It would be widened 8' to the north, with a sidewalk to connect Oak and County Line. The parking impact would be nine spaces lost, fifteen would remain. Clark-Dietz will meet with the hospital this Friday for their comments, meet with them again and then complete the preliminary design package to submit to IDOT. After their review, another Community Working Group meeting will be conducted in late summer. Necessary changes will be made and resubmitted to IDOT. The final preferred alternative will be presented at a public meeting in the fall.

Ms. Marilyn Solomon, Field Engineer for the Illinois Department of Transportation, addressed the Board. She summarized IDOT's involvement to date, reiterated the BNSF vertical clearance requirements and the IDOT requirement that the bridge be two-way because a one-way bridge is functionally obsolete. She said that either stop lights or stop signs are acceptable, but IDOT needs to know that traffic will not back up on the bridge.

Mr. Staron remarked that traffic simulation indicates that a traffic sign would be satisfactory. Trustee LaPlaca noted that the Village intends to reevaluate the traffic situation periodically after the bridge is completed. Mr. Staron said that drainage issues will be more manageable since the road is not being widened and the maximum height of 12' of the retaining wall will be closest to the bridge and will obviate taking park land. Ideas of how the retaining wall will look remain to be discussed.

Ms. Maggie Jessopp, 560 N. Oak Street, asked Mr. Staron about the changes to Hillgrove. He explained that this is new information, but traffic studies have been

done. Chief Bloom remarked that they would start with turn restrictions at certain times of day, speed bumps and cul de sacking of streets to calm traffic, but they want to keep the north/south traffic at least as efficient as it currently is.

George Kanary, 509 Highland Rd, commended Clark-Dietz for doing a good job under difficult circumstances and being sensitive about the aesthetics they intend to use. With respect to the exit from the hospital, he thinks the hospital should revise and exit on Elm Street. He also expressed concern about the effect of salt on the bridge if it is poured concrete.

Ms. Lois Mejdrich, 515 Highland Road, recommends that even if the bridge needs to be two-lanes, the traffic should only go one way at a time, as it does now. President Cauley remarked that would be a more drastic approach and would perpetuate the current backups on Oak Street. He said that option is not off the table, but there would be other steps to try first.

Michael Meissner, 1405 Chanticleer Lane, expressed his view that an underground tunnel is a more desirable option than a bridge, he understands the costs, but is reasonably certain a two-lane road would not be required. He is concerned about the change to Hillgrove and the loss of parking spaces. With respect to the east facing portion of the retaining wall, he suggested planting pockets to create something attractive. Also, if there are to be two sidewalks, he suggested the easterly one be on the retaining wall to make it functional.

Bob Fischer, 303 N. County Line Road, appreciates efforts to keep traffic the same as it currently is. He expressed concern regarding any traffic near the park. He asked if there is a public safety benefit with respect to this new bridge, to which President Cauley explained that fire trucks would be able to cross the bridge and that a new bridge is not a choice, the useful life of the current bridge is only about five more years. Mr. Fischer asked if the bridge will have a bike lane. President Cauley said we're not there yet, that would be a subject for future discussion.

Erika Bikucius, 4 N. Oak Street, asked Mr. Staron how her property would be impacted on the northwest corner of Chicago and Oak. She is specifically concerned that she will not be able to turn into her driveway when there is two-way traffic. Mr. Staron replied that her driveway will be rebuilt; a right turn will be same as it is now, and there will be potentially more gap time to make a left turn. Trustee LaPlaca noted the sight lines will be improved and she will be able to see oncoming vehicles. Ms. Bikucius wants to know the exact dates and times traffic studies were conducted. Mr. Staron will provide.

ZONING AND PUBLIC SAFETY

Trustee Saigh reported that the Committee did not recommend the Fox restaurant at this time, however, conversation is continuing with Mr. Fox. There was a strong draft from the attorney about the cell phone antennae's; there will be more discussion on that matter. Chief Ronovsky had reported that as a result of the July 4th incident last year where a gentleman collapsed in the parade, the Fire Department received the Hartmann Award. Chief Bloom had announced the first quad railroad gate system is in place at the Monroe intersection. Finally, Director of Community Development McGinnis reported that the Edens project is proceeding rapidly.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

APPROVE AMENDED AND RESTATED VILLAGE MANAGER EMPLOYMENT AGREEMENT

President Cauley introduced the item stating that the Village entered into a contract with Village Manager Cook in March 2006 that has been amended in 2007, 2008 and 2009. This is a new contract with Mr. Cook for one more year that changes the compensation structure in the best interest of the Village. Trustee LaPlaca moved to approve the **Amended and Restated Village Manager Employment Agreement**. Trustee Elder seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn the meeting of June 5, 2012.** Trustee Angelo seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 9:02 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS Consent Agenda	ORIGINATING DEPARTMENT Community Development
ITEM Alley Vacation Request –640 S. Thurlow	APPROVAL Dan Deeter Village Engineer

Attached please find an ordinance vacating a portion of a public alley adjacent to 640 S. Thurlow Street. Also included is the appraisal report establishing a fair market value for the vacated property. A plat of vacation will be prepared upon approval of this request for recording at DuPage County. The alley has previously had vacations approved and is therefore not a through alley right-of-way.

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

MOTION: To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 640 S. Thurlow Street at a Purchase Price of \$8,500.

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

COMMITTEE ACTION At the June 11, 2012 EPS meeting, the Committee unanimously 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 640 S. THURLOW STREET 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 640 S. Thurlow Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-406-021, 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 8.5' x 50' portion of the unimproved alley

situated west of and adjoining 640 S. Thurlow Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

LOTS 67 AND 68 IN BLOCK 17 IN THE RESUBDIVISION OF BLOCKS 9 TO 20 IN STOUGH'S SECOND ADDITION TO HINSDALE, A SUBDIVISION OF THE EAST HALF OF SECTION 11 TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1874 AS DOCUMENT 18723, IN DUPAGE COUNTY, ILLINOIS

PIN – 09-11-406-021

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 640 S. Thurlow Street, Hinsdale, Illinois upon the payment of eight thousand five hundred dollars (\$8,500) 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

SUMMARY APPRAISAL REPORT

AN 8.5' X 50' PORTION OF THE UNIMPROVED
ALLEY SITUATED WEST AND ADJOINING
640 SOUTH THURLOW STREET
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

May 24, 2012

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

Re: Summary Appraisal of an 8.5' x 50' portion of
unimproved alley situated west and adjoining 640
South Thurlow Street, Hinsdale, Illinois

Dear Mr. Diaz:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on May 22, 2012, which is the effective date of this valuation.

The property consists of an 8.5' by 50' portion of unimproved alley located west and adjoining 640 South Thurlow Street, Hinsdale, Illinois. It contains 425 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of May 22, 2012 was

<p>EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)</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: May 22, 2012

EFFECTIVE DATE OF VALUE: May 22, 2012

DATE OF REPORT: May 24, 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 (excluding the extremes) of a single-family residence in Hinsdale was \$952,891, which is a 9.1% decline over the prior 12 month average sale price of \$1,047,948. This decline is reflective of the lack of buyers in the market due to the sluggish economy. Some increase in activity may occur due to the typically more active spring/summer market.

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

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

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

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

The subject property is the west 8.5' of a 17' wide unimproved alley. It has a width of 50', which is equal to the width of the adjoining residence located at 640 South Thurlow Street. It is rectangular in shape and has a calculated area of 425 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

C.A. Benson & Associates, Inc.

ESTIMATE OF EXPOSURE TIME:

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

PERMANENT INDEX NUMBER:

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

TOTAL 2010 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

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

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

HIGHEST AND BEST USE ANALYSIS:

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

SUMMARY OF ANALYSIS AND VALUATION:

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

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

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

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

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. **633 South Monroe Street, Hinsdale** was reported sold in July 2011 for \$287,500. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sales price was equal to \$44.56 per square foot.
2. **20 South Bodin Street, Hinsdale** was reported sold in March 2011 for \$285,000. This is a 50 foot by 133.5 foot parcel zoned R-4, containing 6,675 square feet. The sales price was equal to \$42.70 per square foot.
3. **632 South Stough Street, Hinsdale** was reported sold in May 2012 for \$345,000. This is a 59 foot by 134 foot parcel zoned R-4, containing 7,906 square feet. The sale price was equal to \$43.64 per square foot.
4. **106 South Quincy Street, Hinsdale** was reported sold in August 2010 for \$295,000. This is a 50 foot by 134.3 foot parcel zoned R-4, containing 6,715 square feet. The sale price was equal to \$43.93 per square foot.
5. **644 South Thurlow Street, Hinsdale** was reported sold in October 2011 for \$285,000. This is a 50 foot by 125 foot parcel zoned R-4, containing 6,250 square feet. The sale price was equal to \$45.60 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 are vacant and will most likely be demolished. They sold from \$42.70 to \$45.60 per square foot and averaged \$44.09 per square foot for a buildable site.

The subject consists of a 425 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the \$43.80 average value of a buildable site or \$19.84 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.

425 square feet @ \$20.00 per square foot = \$8,500

INDICATED VALUE BY THE SALES COMPARISON APPROACH: \$8,500

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of May 22, 2012 was

<p>EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500)</p>
--

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 analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediate preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- 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 certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal 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.



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
Majoried 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

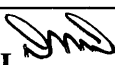

Sidwell Map

SIDWELL MAP
(Subject Shaded in Red)



DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community		
SECTION NUMBER EPS Committee		DEPARTMENT Development		
ITEM 2012 Resurfacing Project - Request for Change to Daily Working Hours		APPROVAL Dan Deeter Village Engineer		
<p>PirTano Construction Company, Inc. is requesting that the project's daily start time is changed from 8:00 AM to 7:00 AM. The earlier start time will enable PirTano to complete daily construction prior to the afternoon traffic and should allow for an earlier completion date. The streets impacted include</p> <p>Fourth Street from Madison to Garfield S. Clay Street from Hinsdale to Fourth N. Clay Street from North to the cul-de-sac Quincy Street from North to Hickory Monroe Street from North to Walnut</p> <p>The residents on these streets were informed of the pending request for early start in a Village letter and e-mail dated May 31, 2012 (attached). The letter asked residents to contact the Village with their thoughts. Staff received 10 comments in favor of the earlier start time and one against the earlier start time.</p> <p>Should the Committee concur with Pirtano Construction's request, the following motion would be appropriate.</p> <p>Motion: To Approve the Request from PirTano Construction Company, Inc. to Change The 2012 Resurfacing Project's Daily Start Time from 8:00 AM to 7:00 AM.</p>				
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the June 11 th EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				



May 22, 2012

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

Re: Request For 7:00 AM Start
2012 Infrastructure Program
Section 12-00093-00-RS
Hinsdale, Illinois 60521

Dan,

In reference to sheet #3.2, section #107.09#01 (Public Convenience and Safety – Construction Hours) we would like to request a 7:00 AM start in lieu of the 8:00 AM which is mentioned in this special provision. Due to the proximity to the schools in the area we feel the early start and early finish will be beneficial to the schools. Also, it will help with the residents in the area for us to be complete each day early and have all equipment parked and out of the way when they come home from work.

We will still keep in mind the other notes for the 4th of July celebration and other school events that may take place during our construction operations.


If you would like to discuss further, please feel free to contact me.

Sincerely,

Mike Warning
Project Manager

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community		
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Development		
ITEM Award 50/50 Sidewalk Program Bid		APPROVAL Daniel M. Deeter Village Engineer		
<p>On May 16, 2012, five bids were received for the annual 50/50 sidewalk program. The low bid from D'Land Construction of \$74,310.00 is within the budget of \$85,000. The low bidder has previous satisfactory experience in Hinsdale. A bid summary is attached. Staff recommends awarding the bid to D'Land Construction.</p> <p>Motion: To Award the 2012 50/50 Sidewalk Program Bid (IDOT Sec. No. 12-00000-01-GM) to D'Land Construction in the amount not to exceed \$74,310.00.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



**Illinois Department
of Transportation**

Proposal / Contract Cover

PROPOSAL SUBMITTED BY		
D'Land Construction		
Contractor's Name		
600 S. County Line Rd		
Street		P.O. Box
Bensenville	IL	60106
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook/DuPage

Village of Hinsdale

(Name of City, Village, Town or Road District)

- ☐ ESTIMATE OF COST
- ☒ SPECIFICATIONS
- ☐ PLANS
- ☐ MATERIAL PROPOSAL
- ☐ DELIVER AND INSTALL PROPOSAL
- ☐ CONTRACT PROPOSAL
- ☒ CONTRACT
- ☒ CONTRACT BOND

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 50/50 Sidewalk Project

SECTION NO. 12-00000-01-GM

TYPES OF FUNDS MFT and Village of Hinsdale

For Municipal Projects

Submitted
Approved/Passed _____
Date _____

☐ Mayor ☒ President of Board of Trustees ☐ Municipal Official

For County and Road District Projects

Submitted/Approved _____
Date _____

☐ Highway Commissioner

Submitted/Approved _____
Date _____

☐ County Engineer/Superintendent of Highways

Department of Transportation

☐ Released for bid based on limited review

Date _____

Regional Engineer

☐ Concurrence in approval of award

Date _____

Regional Engineer

Village of Hinsdale 2012 50/50 Sidewalk Project

D'Land

Davis Concrete

J&J Newell

Globe Construction

Alliance Contr.

Item Number	Item	Unit	Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
21101615	Furnish and Place Topsoil 4"	SY	300.00	3.92	\$ 1,176.00	4.00	\$ 1,200.00	6.00	\$ 1,800.00	4.00	\$ 1,200.00	5.00	\$ 1,500.00
XX000880	Seeding, Class 1, Special	SY	300.00	2.07	\$ 621.00	2.50	\$ 750.00	4.00	\$ 1,200.00	2.00	\$ 600.00	1.00	\$ 300.00
42301100	PCC Driveway Placement, Special	SY	50.00	39.45	\$ 1,972.50	39.00	\$ 1,950.00	45.00	\$ 2,250.00	49.00	\$ 2,450.00	58.50	\$ 2,925.00
42400200	PCC Sidewalk 5"	SF	10,000.00	4.15	\$ 41,500.00	4.10	\$ 41,000.00	5.50	\$ 55,000.00	6.75	\$ 67,500.00	6.25	\$ 62,500.00
42400300	PCC Sidewalk 6"	SF	500.00	4.35	\$ 2,175.00	4.25	\$ 2,125.00	5.75	\$ 2,875.00	7.00	\$ 3,500.00	6.50	\$ 3,250.00
44000200	Driveway Pavement Removal	SY	50.00	9.00	\$ 450.00	8.00	\$ 400.00	9.00	\$ 450.00	9.00	\$ 450.00	40.00	\$ 2,000.00
44000500	Combination Curb and Gutter Removal	LF	400.00	4.00	\$ 1,600.00	8.00	\$ 3,200.00	5.00	\$ 2,000.00	3.00	\$ 1,200.00	19.00	\$ 7,600.00
44000600	Sidewalk Removal	SF	10,500.00	1.14	\$ 11,970.00	1.50	\$ 15,750.00	1.00	\$ 10,500.00	0.10	\$ 1,050.00	4.00	\$ 42,000.00
40603310	Hot-Mix Asphalt Surface Course												
	Mix C, N 50	TN	5.00	179.00	\$ 895.00	200.00	\$ 1,000.00	200.00	\$ 1,000.00	200.00	\$ 1,000.00	500.00	\$ 2,500.00
	Combination Curb and Gutter	LF	400.00	15.42	\$ 6,168.00	20.00	\$ 8,000.00	15.00	\$ 6,000.00	16.00	\$ 6,400.00	37.50	\$ 15,000.00
	Curb Ramp Ty A w/ Cast Iron												
	Detectable Warning Plate	EA	30.00	192.75	\$ 5,782.50	200.00	\$ 81,375.00	160.00	\$ 87,875.00	200.00	\$ 91,350.00	125.00	\$ 3,750.00
					\$ 74,310.00		\$ 81,375.00		\$ 87,875.00		\$ 91,350.00		\$ 143,325.00



DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING Community
SECTION NUMBER EPS Consent Agenda	DEPARTMENT Development
ITEM Award 50/50 Sidewalk Program Bid	APPROVAL Daniel M. Deeter Village Engineer

On May 16, 2012, five bids were received for the annual 50/50 sidewalk program. The low bid from D'Land Construction of \$74,310.00 is within the budget of \$85,000. The low bidder has previous satisfactory experience in Hinsdale. A bid summary is attached. Staff recommends awarding the bid to D'Land Construction.

Motion: To Award the 2012 50/50 Sidewalk Program Bid (IDOT Sec. No. 12-00000-01-GM) to D'Land Construction in the amount not to exceed \$74,310.00.

APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the June 11 th EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				



PROPOSAL SUBMITTED BY		
D'Land Construction		
Contractor's Name		
600 S. County Line Rd		
Street		P.O. Box
Bensenville	IL	60106
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook/DuPage

Village of Hinsdale

(Name of City, Village, Town or Road District)

- ☐ ESTIMATE OF COST
- ☒ SPECIFICATIONS
- ☐ PLANS
- ☐ MATERIAL PROPOSAL
- ☐ DELIVER AND INSTALL PROPOSAL
- ☐ CONTRACT PROPOSAL
- ☒ CONTRACT
- ☒ CONTRACT BOND

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 50/50 Sidewalk Project

SECTION NO. 12-00000-01-GM

TYPES OF FUNDS MFT and Village of Hinsdale

For Municipal Projects

Submitted
Approved/Passed _____
Date _____

☐ Mayor ☒ President of Board of Trustees ☐ Municipal Official

For County and Road District Projects

Submitted/Approved _____
Date _____

☐ Highway Commissioner

Submitted/Approved _____
Date _____

☐ County Engineer/Superintendent of Highways

Department of Transportation

☐ Released for bid based on limited review

Date _____

Regional Engineer

☐ Concurrence in approval of award

Date _____


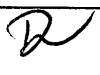
Regional Engineer

Village of Hinsdale 2012 50/50 Sidewalk Project

Item Number	Item	Unit	Quantity	Unit Cost	Extended Cost	Davis Concrete	J&J Newell	Globe Construction	Alliance Contr.
21101615	Furnish and Place Topsoil 4"	SY	300.00	3.92	\$ 1,176.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
XX000880	Seeding, Class 1, Special	SY	300.00	2.07	\$ 621.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
42301100	PCC Driveway Placement, Special	SY	50.00	39.45	\$ 1,972.50	Unit Cost	Extended Cost	Unit Cost	Extended Cost
42400200	PCC Sidewalk 5"	SF	10,000.00	4.15	\$ 41,500.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
42400300	PCC Sidewalk 6"	SF	500.00	4.36	\$ 2,175.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
44000200	Driveway Pavement Removal	SY	50.00	9.00	\$ 450.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
44000500	Comination Curb and Gutter Removal	LF	400.00	4.00	\$ 1,600.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
44000600	Sidewalk Removal	SF	10,500.00	1.14	\$ 11,970.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
40603310	Hot-Mix Asphalt Surface Course					Unit Cost	Extended Cost	Unit Cost	Extended Cost
	Mix C. N 50	TN	5.00	179.00	\$ 895.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
	Comination Curb and Gutter	LF	400.00	15.42	\$ 6,168.00	Unit Cost	Extended Cost	Unit Cost	Extended Cost
	Curb Ramp Ty A w/ Cast Iron					Unit Cost	Extended Cost	Unit Cost	Extended Cost
	Detectable Warning Plate	EA	30.00	192.75	\$ 5,782.50	Unit Cost	Extended Cost	Unit Cost	Extended Cost
					\$ 74,310.00				
					\$ 81,375.00				
					\$ 87,875.00				
					\$ 91,350.00				
					\$ 125.00				
					\$ 3,750.00				
					\$ 143,325.00				

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING Community																	
SECTION NUMBER EPS Consent Agenda		DEPARTMENT Development																	
ITEM Engineering Services for Construction Observation of the Woodlands Phase 1 Green Infrastructure Project		APPROVAL Daniel M. Deeter Village Engineer																	
<p>In February 2011, the Board of Trustees approved HR Green, Inc. to design and develop bid documents for the Woodlands Phase 1 Green Infrastructure Project. This project includes infrastructure improvements for Seventh Street, Cleveland Road, McKinley Lane, Taft Road, Wilson Lane, and Harding Road.</p> <p>The original Request for Proposals was sent to four engineering consultants. They were HR Green (formerly SEC Group, Inc.), Clark Dietz, Inc., J.J. Benes and Associates, and Engineering Resource Associates, Inc. (ERA). All engineering consultants have demonstrated satisfactory field performance, qualifications and have met the requirements of the RFP. The consultant bid summary is attached.</p> <p>It has been the Village staff's preference to maintain the same consultant throughout the project (through design and construction) as much as possible. Considering their satisfactory performance during the design process, staff recommends using HR Green, Inc. for the construction observation portion of the Woodlands Phase 1 Infrastructure Improvement Project.</p> <p>Prior to designing the project, HR Green estimated the duration of the project as 130 days. Upon completion of the design, permitting, and bidding, the duration of the project is now 160 days. The award recommendation below includes the additional construction observation days (+/-1460 hours). Due to the complexity of the Woodlands area and the project, it was recommended that HR Green provide the construction staking and record drawings using their Licensed Professional Surveys versus having the contractor do these tasks. The existing bid from PirTano and the proposal from HR Green include this shift in responsibilities.</p> <p>The budget for the Woodlands Phase 1 project is listed below:</p> <table><thead><tr><th>Description</th><th>2012/13 Budget</th><th>Bids/Proposals</th></tr></thead><tbody><tr><td>• Const. Observation</td><td>\$ 131,130</td><td>\$ 223,376</td></tr><tr><td>• Construction</td><td><u>\$5,075,000</u></td><td><u>\$4,545,000</u></td></tr><tr><td>• Total</td><td>\$5,206,130</td><td>\$4,768,376</td></tr><tr><td>• Contingency</td><td></td><td>\$ 437,754 or 9.2%</td></tr></tbody></table> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p>Motion: To Award the Engineering Services for Construction Observation of the Woodlands Phase 1 Green Infrastructure Project to HR Green, Inc. in the Amount Not to Exceed \$223,376.00.</p>					Description	2012/13 Budget	Bids/Proposals	• Const. Observation	\$ 131,130	\$ 223,376	• Construction	<u>\$5,075,000</u>	<u>\$4,545,000</u>	• Total	\$5,206,130	\$4,768,376	• Contingency		\$ 437,754 or 9.2%
Description	2012/13 Budget	Bids/Proposals																	
• Const. Observation	\$ 131,130	\$ 223,376																	
• Construction	<u>\$5,075,000</u>	<u>\$4,545,000</u>																	
• Total	\$5,206,130	\$4,768,376																	
• Contingency		\$ 437,754 or 9.2%																	
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S 															
APPROVAL																			
COMMITTEE ACTION: At the June 11, 2012 EPS meeting, the Committee unanimously approved the above motion.																			
BOARD ACTION:																			



May 30, 2012

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

Re: The Woodlands – Phase I – Construction Observation

Dear Mr. Deeter:

As requested, we are pleased to submit the following proposal for engineering services in support of the Infrastructure Improvements for the Woodlands-Phase I. As we have discussed the Village Board has seen and approved the proposed construction observation scope and fees when it was submitted in January of 2011. However, at the pre-design Estimate of Time (EOT) for Construction that the fees were based upon was 130 working days. Presently having completed the design package and subsequently refined the EOT based on the completed design, the revised EOT is 160 working days (see attached current EOT). Enclosed you will find our proposed costs for Full Time Construction Observation reflecting the additional 30 days of Observation required. Please note we have held our 2011 salary and expense rates that were previously seen by the Village Board during the consultant selection period for the subject project.

Additionally we have enclosed within the contract proposal the costs for Construction Staking and Construction As-built Drawings. These items were not included in the original RFP but have been included in the current Project Cost Estimate as submitted to you on May 22, 2012 (see attached). Also as we have previously discussed, given the complexity of the ROW, the Roadway Alignment, and BMP Design, it is highly recommended that the Construction Staking be provided by the Licensed Professional Surveyors at HR Green.

I would be pleased to attend the upcoming Committee and Board meeting to assist in the explanation of the attached scope of services.

As always we greatly appreciate the opportunity to provide the Village of Hinsdale with quality Engineering and Surveying services. If you have any questions please call me at 815.462.9324 or on my direct line 815.320.7119.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Scott Creech'.

T. Scott Creech, P.E.
Site Director – New Lenox Office

cc: A. Mrowicki, P.E. – HR Green, Inc.

\\hrgnl\data\87120250\Proposal\ltr-053012-cover_ltr.docx

HRGreen.com

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

Woodlands Infrastructure Improvements Project Phase 1
Hinsdale, IL

2/7/2011		Phase 1 Design, Permit, Bidding								Construction					
Consultant	Start	Finish	Duration (weeks)	Consultant	Man-hours	Subs	Sub-Total	% of Constr.	Start	Finish	Duration (weeks)	Man-hours	Sub-Total	% of Constr.	Total
Clark Dietz, Inc.	03/01/11	11/30/11	39	\$ 284,880	2484	\$ 60,000	\$ 344,880	7.5%	03/01/12	11/30/12	39	1824	\$ 223,088	4.9%	\$ 567,968
SEC Group, Inc.	03/01/11	10/28/11	34	\$ 164,040	1696	\$ 17,500	\$ 181,540	4.0%	04/01/12	10/05/12	27	1216	\$ 131,130	2.9%	\$ 312,670
JJ Benes	03/01/11	01/30/12	48	\$ 79,699	891	\$ 85,462	\$ 165,161	3.6%	09/19/11	09/23/12	42	2339	\$ 216,445	4.7%	\$ 381,606
ERA	03/01/11	01/31/12	48	\$ 278,409	2829	\$ 40,050	\$ 318,459	6.9%	03/01/12	11/30/12	39	1982	\$ 209,230	4.6%	\$ 527,689



PROFESSIONAL SERVICES AGREEMENT

For

The Woodlands Phase I Construction Observation & Construction Staking

Daniel Deeter, P.E.
Village of Hinsdale
19 East Chicago Street
Hinsdale, IL 60451
630.789.7039

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451
815.462.9324
Project No: 87120250

May 30, 2012

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 PROFESSIONAL SERVICES FEE
- 7.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal dated December 22, 2010 and the completed design for Infrastructure Improvements for The Woodlands – Phase I.

The services required for this project are to include full time construction observation, construction staking and as-built drawing preparation services for Phase I of the Woodlands Infrastructure Project. Phase I includes an area bounded by the east right-of-way (ROW) of County Line Road to the west; the west ROW of I294 to the east; the drainage divide north of 7th Street to the north; and the north ROW of Woodland Ave. to the south. The Phase I proposed improvement includes storm water management, water main replacement, sanitary sewer rehabilitation and selective replacement, roadway removal and reconstruction, and Portland Cement Concrete edge treatment.

- 1.2 Design Criteria/Assumptions – Construction Observation based on 160 field days per Final Design Estimate of Time for Construction.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation - Project Startup

COMPANY will contact the residents and businesses within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services affected by the construction to make all entities are aware of the project.

Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 160 field days to complete the construction with Construction Completion in June of 2013. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

COMPANY will complete Inspector's Daily Reports (IDR) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the project Special Provisions. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be monthly construction meetings (8 Anticipated) with the CLIENT, the contractor, and subcontractors, and residents. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

2.2 Construction Staking -

COMPANY shall layout the proposed storm sewer, watermain, curb, and sidewalk in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. The staking offsets will be coordinated with the contractor, to make the process as efficient as possible. Pavement or sub-grade staking is not included within this contract. Re-staking will be done on a time and materials basis.

2.3 Record Drawings -

COMPANY shall provide a plan set showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new structures, in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This includes storm sewer and water main structures. This does not include any information on sanitary or water services. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. COMPANY shall provide a digital copy of the plan set to be completed in AutoCAD release 2012, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

- A. Inspectors Daily Reports – Throughout Construction Contract -160 Field Days
- B. Pay Requests Approval Correspondence – Throughout Construction Contract
- C. Record Drawings – Upon Construction Completion – After June 2013

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Structural design services*;
- E. Floodplain analysis/study service*;
- F. Wetland delineation/mitigation services*;
- G. Right of way and easement plat preparation*;
- H. Utility Design Services*;
- I. Sewer video televising; and
- J. Sewer cleaning.

*COMPANY can provide services as required with addendum to Agreement.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

A qualified materials sub-consultant will be providing material testing services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements.

6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

6.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 223,376.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation (2)	1305	\$130,625.00	\$ 4,080.00	
Mtgs/Documentation/Coord.	151	\$ 15,505.00		
Material Testing: Sub-Consultant budgetary #)				\$ 6,000.00
2.2 Construction Staking	345	\$ 38, 872.00	\$ 1,894.00	
2.3 As Built – Drawings (3)	260	\$ 26, 400.00		
Subtotals:	2,061	\$211,402.00	\$ 5,974.00	\$ 6,000.00
	Contract Total:		\$ 223,376.00	

(1) Direct Costs Detail:

Includes Mileage for meetings/field visits

Mileage: 160 trips for Constr. Obs. 50 miles/round trip x = \$ 4,080.00
\$0.51/mile

Construction Staking Mileage/Hub & Lath: = \$ 1,894.00
\$ 5,974.00

(2) Construction Observation Services are based on estimated 160 Field Days for construction (See Project Final Design - Estimate of Time)

(3) Based on Water Main Sheets (20) and Plan/Profile Sheets (24) = (44) Shts. Total

7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

7.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY'S employees of the functions and services required under this Agreement.

7.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.26 Construction Observation

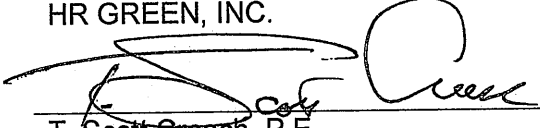
COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

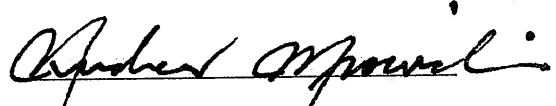
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.


T. Scott Creech, P.E.

Approved by:


Printed/Typed Name: Andrew Mrowicki, P.E.

Title: Construction Practice Leader Date: 5/30/2012

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

\\hrgnls\data\87120250\Proposal\pro-053012-HR_Green_Professional_Services_Agreement.docx



PROFESSIONAL SERVICES AGREEMENT

For

The Woodlands Phase I Construction Observation & Construction Staking

Daniel Deeter, P.E.
Village of Hinsdale
19 East Chicago Street
Hinsdale, IL 60451
630.789.7039

T. Scott Creech, P.E.
HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451
815.462.9324
Project No: 87120250

May 30, 2012

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	PROFESSIONAL SERVICES FEE
7.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between Village of Hinsdale (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The proposed scope of services, associated fees, and deliverables required are based on the Request for Proposal dated December 22, 2010 and the completed design for Infrastructure Improvements for The Woodlands – Phase I.

The services required for this project are to include full time construction observation, construction staking and as-built drawing preparation services for Phase I of the Woodlands Infrastructure Project. Phase I includes an area bounded by the east right-of-way (ROW) of County Line Road to the west; the west ROW of I294 to the east; the drainage divide north of 7th Street to the north; and the north ROW of Woodland Ave. to the south. The Phase I proposed improvement includes storm water management, water main replacement, sanitary sewer rehabilitation and selective replacement, roadway removal and reconstruction, and Portland Cement Concrete edge treatment.

- 1.2 Design Criteria/Assumptions – Construction Observation based on 160 field days per Final Design Estimate of Time for Construction.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Observation - Project Startup

COMPANY will contact the residents and businesses within the construction zone and provide project and contact information to the residents and business. COMPANY will also contact and or meet with the school district, and emergency services affected by the construction to make all entities are aware of the project.

Construction Observation

COMPANY will provide Full-time Construction Observation Services at a Time and Material basis not to exceed the amount listed herein. Note that the Full-time Construction Observation Services are based on an estimated 160 field days to complete the construction with Construction Completion in June of 2013. COMPANY will observe and verify that items being constructed and materials being utilized are in general conformance with the approved project plans and specifications.

COMPANY will complete Inspector's Daily Reports (IDR) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to the contractor and the CLIENT. COMPANY will verify that all materials incorporated into this project are IDOT approved materials and in accordance with the project Special Provisions. COMPANY shall keep the CLIENT informed of the progress of construction and update the CLIENT on weekly basis.

COMPANY in conjunction with the CLIENT staff will review the condition of the traffic control once daily. Traffic control reviews will be completed for the construction zone.

COMPANY will provide erosion and sedimentation control observation services on a weekly basis and after a rainfall of ½" or more or 6" or more of snow. COMPANY will document each observation and will direct the contractor to repair and/or replace deficient erosion and sediment control measures.

Meetings

COMPANY will attend the preconstruction meeting with the CLIENT, the contractor, subcontractors, emergency services, and any affected utility companies.

COMPANY anticipates that there will be monthly construction meetings (8 Anticipated) with the CLIENT, the contractor, and subcontractors, and residents. These coordination meetings will begin after the start of construction. COMPANY will complete an agenda and meeting minutes for each construction meeting. Upon completion of the meeting minutes, COMPANY will distribute the meeting minutes to all entities.

Administration/Coordination

This task will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, the contractor, and subcontractors.

Project Close Out

COMPANY will add all field notes and construction information accumulated during the construction of the project to the electronic construction files to create a construction notes sheet.

2.2 Construction Staking -

COMPANY shall layout the proposed storm sewer, watermain, curb, and sidewalk in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. The staking offsets will be coordinated with the contractor, to make the process as efficient as possible. Pavement or sub-grade staking is not included within this contract. Re-staking will be done on a time and materials basis.

2.3 Record Drawings -

COMPANY shall provide a plan set showing rim and invert elevations, pipe lengths, percentages of slope, and locations of visible new structures, in accordance with the roadway improvement plans marked "For Construction" prepared by COMPANY. This includes storm sewer and water main structures. This does not include any information on sanitary or water services. The location of these utilities shall be performed only once. Any adjustments shall be done on a time and material basis. The CLIENT or contractor must notify COMPANY of any changes to the utilities, so they can be shown on the plan set accordingly. COMPANY shall provide a digital copy of the plan set to be completed in AutoCAD release 2012, in addition to providing two (2) paper copies of the plan set.

3.0 Deliverables and Schedules Included in this Contract

- A. Inspectors Daily Reports – Throughout Construction Contract -160 Field Days
- B. Pay Requests Approval Correspondence – Throughout Construction Contract
- C. Record Drawings – Upon Construction Completion – After June 2013

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- A. Permit fees as applicable;
- B. Environmental studies including Abbrev. Phase 1 Report*;
- C. Location Drainage Study services*;
- D. Structural design services*;
- E. Floodplain analysis/study service*;
- F. Wetland delineation/mitigation services*;
- G. Right of way and easement plat preparation*;
- H. Utility Design Services*;
- I. Sewer video televising; and
- J. Sewer cleaning.

*COMPANY can provide services as required with addendum to Agreement.

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

A qualified materials sub-consultant will be providing material testing services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements.

6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

6.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$ 223,376.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Construction Observation				
Field Observation (2)	1305	\$130,625.00	\$ 4,080.00	
Mtgs/Documentation/Coord.	151	\$ 15,505.00		
Material Testing: Sub-Consultant budgetary #)				\$ 6,000.00
2.2 Construction Staking	345	\$ 38, 872.00	\$ 1,894.00	
2.3 As Built – Drawings (3)	260	\$ 26, 400.00		
Subtotals:	2,061	\$211,402.00	\$ 5,974.00	\$ 6,000.00
	Contract Total:		\$ 223,376.00	

(1) Direct Costs Detail:

Includes Mileage for meetings/field visits

Mileage: 160 trips for Constr. Obs. 50 miles/round trip x \$0.51/mile = \$ 4,080.00

Construction Staking Mileage/Hub & Lath: = \$ 1,894.00
\$ 5,974.00

(2) Construction Observation Services are based on estimated 160 Field Days for construction (See Project Final Design - Estimate of Time)

(3) Based on Water Main Sheets (20) and Plan/Profile Sheets (24) = (44) Shts. Total

7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

7.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

7.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services

performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

7.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.26 Construction Observation

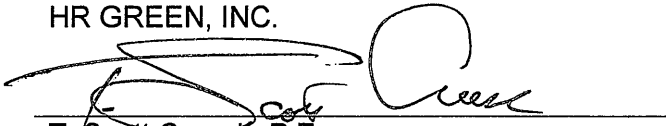
COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

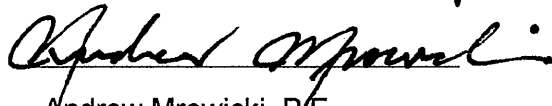
Sincerely,

HR GREEN, INC.



T. Scott Creech, P.E.

Approved by:



Printed/Typed Name: Andrew Mrowicki, P.E.

Title: Construction Practice Leader Date: 5/30/2012

Village of Hinsdale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

\\hrgnls\data\87120250\Proposal\pro-053012-HR_Green_Professional_Services_Agreement.docx



Illinois Department of Transportation

Estimate of Time Required

Route
Section
County
Project

THE WOODLANDS - PHASE I

SUBSTANTIAL COMPLETION

DUPAGE/COOK

Improvements for The WOODLANDS - PHASE I

Item	Unit (Check One)	Quantity	Rate Per Day	Days	Days Not Affecting Time	Total Days Required
	<input checked="" type="checkbox"/> English <input type="checkbox"/> Metric					
EARTH EXCAVATION	CU YD	8,018	500	16	8	8
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	1,671	300	6	6	0
POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	1,671	300	6	6	0
TRENCH BACKFILL	CU YD	3,758	585	6	4	2
TOPSOIL FURNISH AND PLACE, 4"	SQ YD	6,048				0
SODDING, SALT TOLERANT (SPECIAL)	SQ YD	6,048				0
AGGREGATE BASE COURSE, TYPE B	TON	11,290	800	14	10	4
HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	16,709	5500	3	1	2
HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', N50 (2")	TON	2,160				0
HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	1,308	100	13	10	3
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	160	100	2	2	0
BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	856	100	9	6	3
HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (1.75" TO 4.75")	SQ YD	2,582	5000	1	1	0
DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,284	500	5	3	2
PAVEMENT REMOVAL	SQ YD	18,808	1000	19	16	3
COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	792	800	1	1	0
CLASS D PATCHES, 8 INCH	SQ YD	1,050	200	5	4	1
COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	10,358	2500	4	1	3
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,772	2500	2	2	0
STORM SEWERS, RUBBER GASKET, CL B, 12"-36"	FOOT	7,189	200	36	15	21
WATER VALVES 4", 8", 12"	EACH	23	2	12	6	6
FIRE HYDRANTS TO BE REMOVED	EACH	13	6	2	2	0
FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	4	7	4	3
CATCH BASINS/MANHOLES TYPE A, 4', 5, AND 6,	EACH	123	4	31	16	15
VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	23	3	8	3	5
FRAMES AND LIDS TO BE ADJUSTED	EACH	14	15	1	1	0
VALVE VAULTS TO BE REMOVED	EACH	10	10	1	1	0
PVC WATER MAIN 6", 8", & 10"	FOOT	7,840	200	39	5	34
WATER SERVICE RECONNECTION	EACH	94	10	9	5	4
MOBILIZATION	L SUM	1	1	1		1
TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	1	1	1	0
BIO-SWALE - COMPLETE	SQ FT	8,410				0
RAIN GARDEN - COMPLETE	SQ FT	35,020				0
UNDERGROUND STORMWATER DETENTION - COMPLETE	CU FT	27,827				0
DRAIN CONNECTIONS AND WATER LINE STOPS	EACH	6	10	1	1.0	0
CURED-IN-PLACE-PIPE (CIPP), 10", 12"	FOOT	2,895				0
SANITARY SEWER REPAIR, REMOVE AND REPLACE	FOOT	200				0
SEE PAGE 2 OF 2 FOR FINAL COMPLETION ITEMS						
Total Actual Working Days Required						120
Total Days from page one						N/A
Total Days						120

Made by TSC

Date 5/16/12 Checked by MSA

Date 5/17/2012

Regional Engineer



Route	THE WOODLANDS - PHASE I
Section	FINAL COMPLETION ITEMS
County	DUPAGE/COOK
Project	Improvements for The WOODLANDS - PHAS

Made by TSC

Date 5/16/12 Checked by MSA Date 5/17/2012
 _____ Regional Engineer



Engineering Fees

The SEC / HR Green agrees to provide the proposed services as outlined in this proposal and summarized in the table below to the VILLAGE OF HINSDALE on the following basis: time and material basis with a "Not to Exceed" fee of **\$ 312,670.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
Design, Bid/Construction Document Preparation			\$ 600.00	
Roadway Infrastructure	512	\$ 50,440.00	\$ 200.00	
Water Infrastructure & Permitting	174	\$ 16,730.00		
Sanitary Sewer Infrastructure (2)	41	\$ 4,090.00		\$ 5,000.00
Storm water Green Initiative Design and Details	151	\$ 15,995.00		
Storm Water Analysis & Permitting	208	\$ 23,850.00		
Cost Estimates	30	\$ 3,385.00		
Geotechnical Investigation (Phases I, II, & III)				\$ 12,500.00
Topographic Survey				
Phase I Topographic Survey	198	\$ 16,650.00	\$ 920.00	
Phase II & III Topographic Survey	268	\$ 23,005.00		
Permitting (See Above)				
Meetings & Presentations	74	\$ 7,960.00	\$ 215.00	
Construction Observation				
Field Observation (3)	1065	\$ 106,625.00	\$ 3,000.00	
Meetings/Documentation/Coord.	151	\$ 15,505.00		
Material Testing: (Sub-Consultant budgetary #)	n/a			\$ 6,000.00
Subtotals:	2,872	\$284,235.00	\$ 4,935.00	\$ 23,500.00
Contract Total:			\$ 312,670.00	

(1) Direct Costs Detail: Includes Postage, Mileage for Meetings/Field Visits, and Plotting Costs

DIRECT COST DETAIL	COST
Mileage: Combined Trips for Survey, Meetings, Construction Observation (miles/round trip x \$0.51/mile)	= \$ 4,135.00
Printing: Detail breakdown provided upon request	= \$ 600.00
Postage:	= \$ 200.00

* **Total (pre-design) = 1216 Hrs; \$131,130.00**

\$ 4,935.00

(2) Sub-Consultant for Combined Sewer Video TV Services – Phase 1

(3) Full Time Construction Observation Services are based on estimated 130 working days during the 2012 construction season.



HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451
PROJECT: THE WOODLANDS - PHASE I

Phone: (815) 462-9324
Fax: (815) 462-9328
Date: 5/16/2012

Opinion of Probable Construction Cost - SUMMARY

ROADWAY IMPROVEMENTS	SUB-TOTAL =	\$ 2,097,913.00
SANITARY IMPROVEMENTS	SUB-TOTAL =	\$ 209,783.00
WATER MAIN IMPROVEMENTS	SUB-TOTAL =	\$ 796,330.00
EROSION CONTROL	SUB-TOTAL =	\$ 156,725.50
BMP IMPROVEMENTS	SUB-TOTAL =	\$ 1,586,352.60
TRAFFIC CONTROL	SUB-TOTAL =	\$ 50,000.00
PHASE I OPINION OF PROBABLE CONSTRUCTION COST TOTAL		\$ 4,897,104.10
JUNE 6, 2011 PHASE I OPCC =		\$ 5,071,380.00
	DIFF. =	\$ (174,275.90)
	Construction Contingency =	3.4%



HR Green, Inc.
323 Alana Drive
New Lenox, Illinois 60451

Phone: (815) 462-9324
Fax: (815) 462-9328

PROJECT: THE WOODLANDS - PHASE I

Date: 5/22/2012

Opinion of Probable Construction Cost



ITEM NO.	PAY ITEMS	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	147	\$ 25.00	\$ 3,675.00
2	TREE TRUNK PROTECTION	EACH	108	\$ 200.00	\$ 21,600.00
3	TREE ROOT PRUNING	FOOT	1,067	\$ 10.00	\$ 10,670.00
4	RELOCATE TREE	EACH	2	\$ 400.00	\$ 800.00
5	EARTH EXCAVATION	CU YD	8,018	\$ 40.00	\$ 320,720.00
6	TRENCH BACKFILL	CU YD	3,758	\$ 25.00	\$ 93,950.00
7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	1,671	\$ 40.00	\$ 66,840.00
8	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	6,048	\$ 2.50	\$ 15,120.00
9	NITROGEN FERTILIZER NUTRIENT	POUND	75	\$ 3.00	\$ 225.00
10	PHOSPHORUS FERTILIZER NUTRIENT	POUND	75	\$ 3.00	\$ 225.00
11	POTASSIUM FERTILIZER NUTRIENT	POUND	75	\$ 3.00	\$ 225.00
12	MULCH, METHOD 3	ACRE	1.25	\$ 1,500.00	\$ 1,875.00
13	EROSION CONTROL BLANKET	SQ YD	707	\$ 2.00	\$ 1,414.00
14	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	6,048	\$ 13.00	\$ 78,624.00
15	SUPPLEMENTAL WATERING	UNIT	272	\$ 10.00	\$ 2,720.00
16	TEMPORARY EROSION CONTROL SEEDING	POUND	125	\$ 6.50	\$ 812.50
17	CHECK DAM	EACH	6	\$ 250.00	\$ 1,500.00
18	PERIMETER EROSION BARRIER	FOOT	1,410	\$ 4.00	\$ 5,640.00
19	INLET AND PIPE PROTECTION	EACH	58	\$ 200.00	\$ 11,600.00
20	AGGREGATE BASE COURSE, TYPE B	TON	11,290	\$ 22.00	\$ 248,380.00
21	HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	16,709	\$ 14.00	\$ 233,926.00
22	AGGREGATE SURFACE COURSE, TYPE B	TON	43	\$ 25.00	\$ 1,075.00
23	BITUMINOUS MATERIALS (PRIME COAT)	GAL	6,406	\$ 1.00	\$ 6,406.00
24	AGGREGATE (PRIME COAT)	TON	39	\$ 10.00	\$ 390.00
25	LEVELING BINDER (MACHINE METHOD), N50	TON	108	\$ 70.00	\$ 7,560.00
26	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	53	\$ 25.00	\$ 1,325.00
27	HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', N50 (2")	TON	2,160	\$ 72.00	\$ 155,520.00
28	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	1,308	\$ 60.00	\$ 78,480.00
29	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	160	\$ 60.00	\$ 9,600.00
30	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	856	\$ 80.00	\$ 68,480.00
31	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	125	\$ 6.00	\$ 750.00
32	DETECTABLE WARNINGS	SQ FT	16	\$ 40.00	\$ 640.00
33	PAVER SIDEWALK REMOVE AND RELOCATE	SQ FT	156	\$ 15.00	\$ 2,340.00
34	PAVEMENT REMOVAL	SQ YD	18,808	\$ 13.00	\$ 244,504.00
35	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (1.75" TO 4.75")	SQ YD	2,582	\$ 2.00	\$ 5,164.00
36	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,284	\$ 12.00	\$ 27,408.00
37	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	792	\$ 6.00	\$ 4,752.00
38	SIDEWALK REMOVAL	SQ FT	60	\$ 5.00	\$ 300.00
39	CLASS D PATCHES, 8 INCH	SQ YD	1,050	\$ 75.00	\$ 78,750.00
40	PIPE CULVERT REMOVAL	FOOT	78	\$ 13.00	\$ 1,014.00
41	PIPE CULVERTS, CLASS D, TYPE 1 1/2" (CORRUGATED STEEL)	FOOT	46	\$ 35.00	\$ 1,610.00
42	STEEL END SECTIONS, 12"	EACH	4	\$ 200.00	\$ 800.00
43	STORM SEWERS, CLASS B, TYPE 1, 6"	FOOT	35	\$ 35.00	\$ 1,225.00
44	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 12"	FOOT	3,414	\$ 45.00	\$ 153,630.00
45	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 18"	FOOT	2,041	\$ 57.00	\$ 116,337.00
46	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 24"	FOOT	1,104	\$ 70.00	\$ 77,280.00
47	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 1, 36"	FOOT	595	\$ 75.00	\$ 44,625.00
48	STORM SEWER REMOVAL 8"	FOOT	50	\$ 10.00	\$ 500.00
49	STORM SEWER REMOVAL 12"	FOOT	379	\$ 12.00	\$ 4,548.00
50	STORM SEWER REMOVAL 20"	FOOT	214	\$ 15.00	\$ 3,210.00
51	STORM SEWER REMOVAL 36"	FOOT	692	\$ 25.00	\$ 17,300.00
52	WATER VALVES 6"	EACH	1	\$ 1,350.00	\$ 1,350.00
53	WATER VALVES 8"	EACH	14	\$ 1,500.00	\$ 21,000.00
54	WATER VALVES 10"	EACH	8	\$ 2,000.00	\$ 16,000.00
55	FIRE HYDRANTS TO BE REMOVED	EACH	13	\$ 500.00	\$ 6,500.00
56	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	26	\$ 4,500.00	\$ 117,000.00
57	PIPE UNDERDRAINS 8"	FOOT	2,583	\$ 12.00	\$ 30,996.00
58	MANHOLES, TYPE A, 4" DIAMETER, TYPE 8 GRATE	EACH	16	\$ 1,500.00	\$ 24,000.00
59	MANHOLES, TYPE A, 5" DIAMETER, TYPE 8 GRATE	EACH	4	\$ 2,000.00	\$ 8,000.00
60	MANHOLES, TYPE A, 6" DIAMETER, TYPE 8 GRATE	EACH	3	\$ 3,500.00	\$ 10,500.00
61	MANHOLES, TYPE A, 4" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 1,500.00	\$ 3,000.00
62	MANHOLES, TYPE A, 5" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 2,000.00	\$ 6,000.00
63	MANHOLES, TYPE A, 6" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	\$ 3,500.00	\$ 21,000.00
64	MANHOLES, TYPE A, 4" DIAMETER, TYPE 11 FRAME & GRATE	EACH	25	\$ 1,500.00	\$ 37,500.00
65	MANHOLES, TYPE A, 5" DIAMETER, TYPE 11 FRAME & GRATE	EACH	2	\$ 2,000.00	\$ 4,000.00
66	MANHOLES, TYPE A, 6" DIAMETER, TYPE 11 FRAME & GRATE	EACH	6	\$ 3,500.00	\$ 21,000.00
67	MANHOLES, 6" DIAMETER, TYPE 8 GRATE (SPECIAL) - DRY WELL	EACH	1	\$ 5,000.00	\$ 5,000.00
68	MANHOLES, TYPE A, 4" DIAMETER, RESTRICTOR STRUCTURE (OPTION B)	EACH	1	\$ 2,000.00	\$ 2,000.00
69	MANHOLES, TYPE A, 6" DIAMETER, RESTRICTOR STRUCTURE (OPTION B)	EACH	5	\$ 4,000.00	\$ 20,000.00
70	MANHOLES, TYPE A, 8" DIAMETER, RESTRICTOR STRUCTURE (OPTION A)	EACH	1	\$ 7,500.00	\$ 7,500.00
71	INLETS, TYPE A, TYPE 8 GRATE	EACH	32	\$ 1,000.00	\$ 32,000.00

72	INLETS, TYPE A, TYPE 11 FRAME & GRATE	EACH	16	\$ 1,100.00	\$ 17,600.00
73	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	23	\$ 1,500.00	\$ 34,500.00
74	VALVE VAULTS TO BE ADJUSTED	EACH	1	\$ 400.00	\$ 400.00
75	VALVE VAULTS TO BE REMOVED	EACH	10	\$ 300.00	\$ 3,000.00
76	FRAMES AND LIDS TO BE ADJUSTED	EACH	14	\$ 250.00	\$ 3,500.00
77	REMOVING MANHOLES	EACH	6	\$ 500.00	\$ 3,000.00
78	REMOVING INLETS	EACH	3	\$ 450.00	\$ 1,350.00
79	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	3,772	\$ 17.00	\$ 64,124.00
80	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	10,358	\$ 16.00	\$ 165,728.00
81	MOBILIZATION	L SUM	1	\$100,000.00	\$ 100,000.00
82	CCDD/LUST MATERIALS ANALYSIS, MANAGEMENT, & COMPLIANCE	L SUM	1	\$ 15,000.00	\$ 15,000.00
83	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$ 50,000.00	\$ 50,000.00
84	WATER MAIN TO BE ABANDONED - 6"	EACH	1	\$ 1,500.00	\$ 1,500.00
85	WATER MAIN TO BE ABANDONED - 10"	EACH	1	\$ 2,500.00	\$ 2,500.00
86	WATER MAIN LINE STOP 6" (PRESSURE CONNECTION)	EACH	1	\$ 4,500.00	\$ 4,500.00
87	WATER MAIN LINE STOP 8" (PRESSURE CONNECTION)	EACH	4	\$ 5,000.00	\$ 20,000.00
88	WATER MAIN 12" (DIRECT CONNECTION)	EACH	1	\$ 6,000.00	\$ 6,000.00
89	PVC WATER MAIN 6"	FOOT	502	\$ 45.00	\$ 22,590.00
90	PVC WATER MAIN 8"	FOOT	3,132	\$ 50.00	\$ 156,600.00
91	PVC WATER MAIN 10"	FOOT	4,206	\$ 60.00	\$ 252,360.00
92	WATER SERVICE RECONNECTION	EACH	94	\$ 650.00	\$ 61,100.00
93	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	94	\$ 150.00	\$ 14,100.00
94	WATER SERVICE LINE, 1 1/2"	FOOT	2,305	\$ 16.00	\$ 36,880.00
95	WATER MAIN CASING WITH SPACERS	FOOT	130	\$ 80.00	\$ 10,400.00
96	DIRECTIONAL BORING - 1.5" DIA. WATER SERVICE	FOOT	115	\$ 70.00	\$ 8,050.00
97	DIRECTIONAL BORING - 8" DIA. SS-CL-B1	FOOT	342	\$ 125.00	\$ 42,750.00
98	SANITARY SERVICE TO BE ADJUSTED	EACH	20	\$ 350.00	\$ 7,000.00
99	VIDEO TAPING OF SEWERS	FOOT	200	\$ 2.50	\$ 500.00
100	CURED-IN-PLACE PIPE (CIPP), 10"	FOOT	1,964	\$ 62.00	\$ 121,768.00
101	CURED-IN-PLACE PIPE (CIPP), 12"	FOOT	931	\$ 65.00	\$ 60,515.00
102	SANITARY SEWER REPAIR, REMOVE AND REPLACE	FOOT	200	\$ 100.00	\$ 20,000.00
103	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$ 50,000.00	\$ 50,000.00
104	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	1,671	\$ 40.00	\$ 66,836.00
105	STONE WALL REMOVAL AND RECONSTRUCTION	FOOT	100	\$ 50.00	\$ 5,000.00
106	DRAIN CONNECTIONS	FOOT	20	\$ 70.00	\$ 1,400.00
107	BIO-SWALE - COMPLETE	SQ FT	8,410	\$ 10.00	\$ 84,100.00
108	RAIN GARDEN - COMPLETE	SQ FT	35,020	\$ 10.00	\$ 350,200.00
109	UNDERGROUND STORMWATER DETENTION - COMPLETE	CU FT	27,827	\$ 12.00	\$ 333,927.60
110	REMOVE AND REPLACE ROCK DITCH	SQ FT	15	\$ 50.00	\$ 750.00
Note #1	CONSTRUCTION LAYOUT =	L SUM	1	\$ 67,165.00	\$ 67,165.00
				PHASE I OPINION OF PROBABLE CONSTRUCTION COST TOTAL =	
				\$ 4,897,104.10	
PHASE I DESIGN ENGINEERING =		L SUM	1	\$181,540.00	\$ 181,540.00
CONSTRUCTION ENGINEERING =		L SUM	1	\$131,130.00	\$ 131,130.00
				PHASE 1 TOTAL =	
				\$ 5,209,774.10	

Note #1 Given the complexity of the ROW, the Roadway Alignment, and BMP Design, it is highly recommended that this CONSTRUCTION LAYOUT work be provided by the Licensed Professional Surveyors at HR Green.
(Includes Record Drawings)

DATE: June 11, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER		ORIGINATING DEPARTMENT Community Development		
ITEM Plat of Consolidation – 308 and 316 E. Sixth Street – Burke's Consolidation		APPROVAL Daniel Deeter Village Engineer		
<p>Staff has received a request from Kevin and Mary Grace Burke to consolidate two parcels at 308 and 316 E. Sixth Street. The subject properties currently exist as two separate lots. The petitioner has already demolished the second home and is proposing to consolidate the two lots and maintain a single residence on the property. The consolidation of the property would result in a single lot totaling approximately 66,340 square feet. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.</p> <p>The subject property is zoned R-1 Single Family Residential and requires a minimum lot size of 30,000 square feet per lot. The applicant is not proposing to change the size or dimensions of the lots, but is simply looking to consolidate into one lot of record to build the proposed home. As such, staff respectfully requests the following motion.</p> <p>MOTION: To approve "A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 308 and 316 E. Sixth Street In The Village of Hinsdale, County of DuPage".</p>				
APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the June 11 th EPS meeting, the Committee unanimously moved to approve the above motion.				
BOARD ACTION:				

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES COMMONLY KNOWN AS 308 AND 316 E. SIXTH STREET IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE

WHEREAS, the owner of those properties commonly known as 308 and 316 E. Sixth Street, legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"), has petitioned the Village of Hinsdale (hereinafter "Village") to approve a Plat of Consolidation to consolidate the Subject Property; and

WHEREAS, a Plat of Consolidation has been prepared and filed with the Village depicting the consolidated Subject Property, and a copy of the Plat of Consolidation is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, on June 11, 2012, the Village of Hinsdale Environment and Public Services Committee approved the Plat of Consolidation for the Subject Property; and

WHEREAS, the President and Board of Trustees have determined to approve and accept the Plat of Consolidation attached as Exhibit B.

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

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Plat of Consolidation Approval. The Plat of Consolidation, dated March 26, 2012 and Revised May 16, 2012, and attached as Exhibit B, is hereby approved and accepted.

Section 3. Authorization to Record Plat of Consolidation. The owner of the Subject Property is authorized to record the Plat of Consolidation with the Recorder of Deeds of Dupage County, at the owner's expense.

Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of

this Resolution. All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this ____ day of _____, 201__.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 201__.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

LOT 2 IN BLOCK 16 IN W. ROBBIN'S PARK ADDITION TO HINSDALE, ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS;

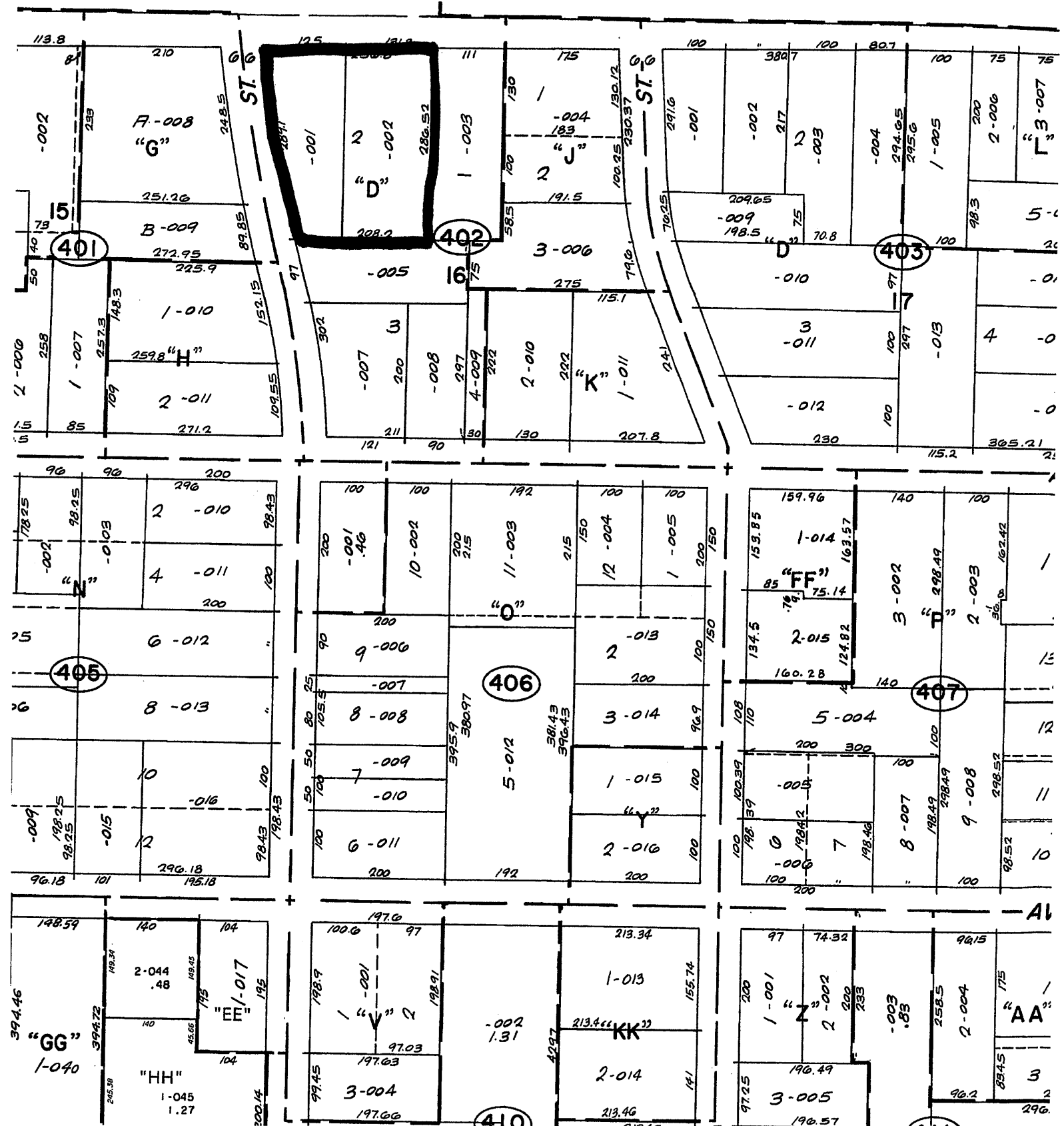
ALSO KNOWN AS:

PARCEL 1: THAT PART OF LOT 2 IN BLOCK 16 IN WILLIAM ROBBIN'S PARK ADDITION TO HINSDALE, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING EAST TO A POINT 125 FEET EAST OF SAID NORTHWEST CORNER; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID LOT TO THE SOUTH LINE OF SAID LOT; THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THTE WEST LINE OF SAID LOT TO THE PLACE OF BEGINNING, IN THE EAST ½ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 2 (EXCEPT THE WEST 125 FEET THEREOF AS MEASURED ON THE NORTH LINE AND PARALLEL WITH THE EAST LINE OF LOT 2) IN BLOCK 16 IN W. ROBBIN'S PARK ADDITION TO HINSDALE, ALL IN SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

PIN: 09-12-402-001
09-12-402-002

9-12B

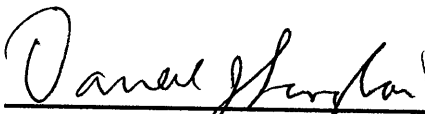


VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1525

FOR PERIOD June 2, 2012 through June 11, 2012



The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,324,202.68 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 6/13/12
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 6/13/12
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

DATE June 11, 2012,

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois  Assistant Village Manager/Director of Finance
<p>At the meeting of June 19, 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 June 2, 2012 through June 11, 2012 in the aggregate amount of \$1,324,202.68 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:			
BOARD ACTION:			

Village of Hinsdale
Warrant # 1525
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	285,920.44		285,920.44
Capital Projects Fund	45300	287,392.22	-	287,392.22
Water & Sewer Operations	61061	293,606.55	-	293,606.55
Water & Sewer Capital	61062	242,370.82	-	242,370.82
Escrow Funds	72100	30,828.00	-	30,828.00
Payroll Revolving Fund	79000	9,243.69	174,840.96	184,084.65
Total		1,149,361.72	174,840.96	1,324,202.68

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AFLAC-FLEXONE			
167382 ALFAC OTHER	0608120000000000	276.90	
167383 AFLAC OTHER	0608120000000000	264.33	
167384 AFLAC SLAC	0608120000000000	204.90	
	CHECK NO. 90530		746.13
COLONIAL LIFE PROCESSING			
167373 COLONIAL S L A C	0608120000000000	54.33	
167374 COLONIAL OTHER	0608120000000000	27.63	
	CHECK NO. 90531		81.96
COUGHLIN, MICHAEL			
167392 IJOA & IDOA CONFENCE	75360-06/12	753.60	
	CHECK NO. 90532		753.60
DESIGN PERSPECTIVES			
167389 BALANCE DUE KLM	111033A3	1937.50	
	CHECK NO. 90533		1937.50
ILLINOIS FRATERNAL ORDER			
167376 UNION DUES	0608120000000000	731.00	
	CHECK NO. 90534		731.00
MANGANIELLO, JIM			
167390 WATER METER READINGS	133056-05/12	1330.56	
	CHECK NO. 90535		1330.56
NATIONWIDE RETIREMENT SOL			
167377 USCM/PEBSCO	0608120000000000	1945.00	
167378 USCM/PEBSCO	0608120000000000	38.90	
	CHECK NO. 90536		1983.90
NATIONWIDE TRUST CO.FSB			
167385 PEHP REGULAR	0608120000000000	2285.90	
167386 PEHPPD	0608120000000000	579.64	
	CHECK NO. 90537		2865.54
NCPERS GRP LIFE INS#3105			
167375 LIFE INS	0608120000000000	256.00	
	CHECK NO. 90538		256.00
RAUEN, JOE			
167393 IJOA & IDOA CONFERENCE	69360-06/12	693.60	
	CHECK NO. 90539		693.60
STATE DISBURSEMENT UNIT			
167387 CHILD SUPPORT	0608120000000000	1411.38	

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STATE DISBURSEMENT UNIT			
	CHECK NO. 90540		1411.38
STATE DISBURSEMENT UNIT			
167388 CHILD SUPPORT	0608120000000000	313.21	
	CHECK NO. 90541		313.21
SUBURBAN LABORATORIES, IN			
167391 DISINFECTANT BY PRODUCTS	0018159	815.00	
	CHECK NO. 90542		815.00
VILLAGE OF HINSDALE			
167379 MEDICAL REIMBURSEMENT	0608120000000000	499.16	
167380 MEDICAL REIMBURSEMENT	0608120000000000	125.00	
167381 DEP CARE REIMB.F/P	0608120000000000	230.41	
	CHECK NO. 90543		854.57
104TH ILL VOLUNTEER			
167301 PARADE PARTICIPANT	50000 -07/12	500.00	
	CHECK NO. 90544		500.00
10TH REG ILL VOL INFANTRY			
167468 PARADE PARTICIPANT	30000	300.00	
	CHECK NO. 90545		300.00
A + EXHAUST HOOD CLEANING			
167259 EXHAUST HOOD CLEANING	20120413	1100.00	
	CHECK NO. 90546		1100.00
A MOON JUMP 4V			
167473 MOON JUMP	11654	2195.00	
	CHECK NO. 90547		2195.00
ABC COMMERCIAL MAINT SERV			
167420 KLM CLEANING	056	1352.00	
	CHECK NO. 90548		1352.00
ACTION FENCE CONTRACT INC			
167463 POOL FENCE	18333	1150.00	
	CHECK NO. 90549		1150.00
ALEXANDER EQUIPMENT			
167234 CHAIN SAW PARTS	84732	109.50	
167467 CHAIN SAW PARTS	85003	214.30	
	CHECK NO. 90550		323.80
AMERICAN MESSAGING			

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AMERICAN MESSAGING 167292 PAGERS	115371 CHECK NO. 90551	80.76	80.76
APRIL BUILDING SERVICES 167247 WELL HOUSE #3	7202 CHECK NO. 90552	9884.00	9884.00
ARAMARK UNIFORM SERVICES 167304 UNIFORMS 167498 UNIFORMS	7017670893 7017679147 CHECK NO. 90553	152.80 179.49	332.29
BACKGROUNDS ONLINE 167482 BK GRD CHECKS	428614 CHECK NO. 90554	48.45	48.45
BALSTER MAGIC PRODUCTIONS 167300 PARADE PARTICIPANT	375-07/12 CHECK NO. 90555	375.00	375.00
BERKELEY TRUCKING INC 167250 HAUL OUT SPOILS	36030 CHECK NO. 90556	1650.00	1650.00
BHFX DIGITAL IMAGING 167229 PRINTER SCANNER	088372 CHECK NO. 90557	12245.00	12245.00
BURR RIDGE LIGHTING 167312 FIXTURE	2749 CHECK NO. 90558	652.00	652.00
CARTER, JEFFREY 167346 CONT BD/12 S ADAMS	20357 CHECK NO. 90559	500.00	500.00
CASE LOTS INC 167464 PAPER GOODS	040680 CHECK NO. 90560	119.80	119.80
CDW-GOVERNMENT INC. 167348 MONITOR 167488 3 YR WARRANTY 167490 CISCO 167497 SONY VAIO	K095644 L328560 L350802 L385577 CHECK NO. 90561	116.10 10.96 393.43 737.07	1257.56

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CESARIO, TOM 167505 CLASS REFUND	109035 CHECK NO. 90562	35.00	35.00
CHAWLA, PAUL 167481 OVERPAYMENT	3006093 CHECK NO. 90563	596.60	596.60
CINTAS 167258 RUGS TOWELS ETC 167370 RUGS TOWELS ETC	769803928 769807449 CHECK NO. 90564	209.47 331.25	540.72
CIT TECHNOLOGY FIN SERV IN 167275 ALARM	21480979 CHECK NO. 90565	152.50	152.50
CLARK BAIRD SMITH LLP 167509 LEGAL SERVICES 167511 CONSOLIDATED LEGAL SERVICE	2051 12935 CHECK NO. 90566	5896.84 1260.00	7156.84
CLARK DIETZ ENGINEERS 167507 CHESTNUT STREET	410711 CHECK NO. 90567	7585.79	7585.79
CLARKE ENVIRONMENTAL 167249 MOSQUITO ABATEMENT	6339618 CHECK NO. 90568	13874.00	13874.00
CLASS ACT 167369 LAWN LUNCH	24843-1 CHECK NO. 90569	595.00	595.00
CLASSIC LANDSCAPE LTD 167445 LANDSCAPING	76782 CHECK NO. 90570	14355.00	14355.00
COLANT LANDSCAPING INC 167327 CONT BD/218 RAVINE	19973 CHECK NO. 90571	500.00	500.00
COMCAST 167306 PUBLIC WORKS CABLE 167474 VILLAGE CABLE 167475 PD & PD 167476 WP AND PW	0037136-06/12 0036757-06/12 0036781-06/12 0036815-06/12	132.00 167.00 167.00 106.95	

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMCAST			
167477 KLM	0036807-06/12	102.00	
	CHECK NO. 90572		674.95
COMED			
167266 SPINNING WHEEL	1131101044-05/12	2940.90	
167267 BURLINGTON	6583006139-05/12	25.31	
167268 WATER TOWER	0015093062-05/12	113.90	
167269 314 SYMONDS	0417073048-5/11	159.05	
167270 ELEANOR PARK	0075151076-05/12	119.71	
167271 POOL	8605437007-05/12	2028.74	
167272 STOUGH PARK	8689480008-05/12	16.69	
167273 PARKING LOTS	2838114008-5/11	39.39	
167347 TRAFFIC LIGHTS	1653148069-05/12	35.01	
	CHECK NO. 90573		5478.70
COMMERCIAL COFFEE SERVICE			
167225 COFFEE	113225	82.50	
	CHECK NO. 90574		82.50
COURTNEYS SAFETY LANE			
167264 SAFETY INSPECTION	052157	32.00	
167487 INSPECTIONS	051837	32.00	
	CHECK NO. 90575		64.00
CUSTOM COMEDY CAPERS			
167298 PARADE PARTICIPANT	450-07/12	450.00	
	CHECK NO. 90576		450.00
DANCE DUO			
167448 KLM REFUND	EN120602/20072	500.00	
	CHECK NO. 90577		500.00
DANMAR			
167232 POOL CLEANING	18115	775.00	
167238 CUSTODIAL SERVICES	18118	4214.00	
167282 VET REPAIRS	18117	120.74	
167423 KLM KIT DRAWERS	18116	470.00	
	CHECK NO. 90578		5579.74
DAVIDSON, JENNIFER			
167451 KLM REFUND	EN120519/20027	500.00	
	CHECK NO. 90579		500.00
DEEPIKA UPADHYAY			
167504 BALANCE REFUND	108937	25.00	
	CHECK NO. 90580		25.00

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
DESIGN PERSPECTIVES 167469 KLM IRRIGATION	111033C1 CHECK NO. 90581	455.00	455.00
DIRECT ADVANTAGE INC 167485 PROF MARKETING	4193/4205 CHECK NO. 90582	7116.00	7116.00
DUPAGE COUNTY RECORDER 167314 RECORDING FEES	201205080238 CHECK NO. 90583	42.00	42.00
DUPAGE WATER COMMISSION 167349 WATER	09618 CHECK NO. 90584	244308.85	244308.85
EAGLE UNIFORMS INC 167317 UNIFORMS	216551 CHECK NO. 90585	91.90	91.90
ECK, JAMES 167289 CLASS REFUND	107908 CHECK NO. 90586	165.00	165.00
EDDY QUIJADA CORP 167447 KLM REFUND	EN120512/20074 CHECK NO. 90587	48.00	48.00
ENGLEWOOD ELECTRICAL SUPP 167239 POOL FENCES	092138 CHECK NO. 90588	727.02	727.02
ENGLISH, ERICA 167450 KLM REFUND	EN120527/20022 CHECK NO. 90589	500.00	500.00
ENVIRO-TEST/PERRY LABORAT 167230 LAB SERVICES 167424 LAB SERVICES	12128942 12128989 CHECK NO. 90590	150.00 150.00	300.00
EXELON ENGERY INC 167274 TRANSFORMER 167278 908 ELM 167489 STREET LIGHTING	100421800320 100421700300 200239600230 CHECK NO. 90591	1846.64 475.72 440.10	2762.46

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
FAST SIGNS			
167240 POOL SIGNS	6544580	965.03	
	CHECK NO. 90592		965.03
FCWRD			
167279 WATER	008919-05/12	27.65	
	CHECK NO. 90593		27.65
FIAT			
167231 ANNUAL DUES	201213	3500.00	
	CHECK NO. 90594		3500.00
FIRE SERVICE INC			
167283 DOOR HANDLE	5152	85.93	
	CHECK NO. 90595		85.93
FITZGERALD, PATRICK			
167345 KLM REFUND	20065	250.00	
	CHECK NO. 90596		250.00
FLEET SAFETY SUPPLY			
167256 FIRE LIGHT SUPPLIES	55447	473.82	
	CHECK NO. 90597		473.82
FULLERS HOME & HARDWARE			
167263 ASST HARDWARE	77123-05/12	771.23	
	CHECK NO. 90598		771.23
FULLERS SERVICE CENTER IN			
167224 CAR WASHES/REPAIRS	84130118656	464.00	
	CHECK NO. 90599		464.00
GAC ENTERTAINMENT			
167434 DJ	960189	510.00	
	CHECK NO. 90600		510.00
GARY A. KING			
167478 WORK SHEETS	R12037	6.00	
	CHECK NO. 90601		6.00
GARY JOHNSTON			
167494 PERMIT FEES	27990	279.90	
	CHECK NO. 90602		279.90
GATEWAY SRA			
167319 MEMBERSHIP	3404982-05/12	34049.82	
	CHECK NO. 90603		34049.82

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
GENESIS SURVEY & ENGINEER 167427 PLAT OF VACATION	20121106 CHECK NO. 90604	325.00	325.00
GEORGE, MARY 167309 KEY FOB	20000-06/12 CHECK NO. 90605	20.00	20.00
GIULIANOS 167466 EMERGENCY MEALS	4768 CHECK NO. 90606	47.68	47.68
GLENROCK COMPANY 167351 SONOLASTIC	1162709 CHECK NO. 90607	64.20	64.20
GOEBEL, EVE 167372 CLASS REFUND	108194 CHECK NO. 90608	75.00	75.00
GRAINGER, INC. 167436 CASTER	9845891028 CHECK NO. 90609	34.76	34.76
GRAPHIC ENTERPRISES INC 167276 METER COPIER	AR273849 CHECK NO. 90610	10.56	10.56
HAGG PRESS 167431 2011 WATER REPORT	45767 CHECK NO. 90611	2016.83	2016.83
HAMILTON DATA CARD 167287 LAMINATING SHEETS	21235 CHECK NO. 90612	91.00	91.00
HD SUPPLY WATERWORKS 167226 METER PAINT 167313 WATER METER SUPPLIES 167425 METER	4884151 4870581 4893086 CHECK NO. 90613	179.79 260.44 2016.00	2456.23
HERATY, MICHAEL 167321 CONT BD/602 S LINCOLN	20669 CHECK NO. 90614	500.00	500.00
HINSDALE HIGH SCHOOL			

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
HINSDALE HIGH SCHOOL 167472 4TH OF JULY BAND	1000 CHECK NO. 90615	1000.00	1000.00
HINSDALE NURSERIES, INC. 167480 KLM PLANTS	678262 CHECK NO. 90616	129.50	129.50
HOBBY LOBBY CORPORATE 167456 DISPLAY DECORATIONS	34424294/699866 CHECK NO. 90617	25.19	25.19
HOSELINE INC 167356 PULLEY	066165 CHECK NO. 90618	118.39	118.39
HUFF & HUFF INC 167460 COMPLIANCE LETTER	1205067 CHECK NO. 90619	183.22	183.22
IAMS INC 167471 PARADE ENTERTAINMENT	1200 CHECK NO. 90620	1200.00	1200.00
ICE MOUNTAIN WATER 167484 REFRESHMENT SUPPLIES	02F0120706023 CHECK NO. 90621	44.89	44.89
ILLINOIS GIRLS LACROSSE 167355 INSTRUCTION *REIMB EXP*	352 CHECK NO. 90622	12823.00	12823.00
ILLINOIS SHOTOKAN KARATE 167354 INSTRUCTION *REIMB EXP*	368/501 CHECK NO. 90623	5953.60	5953.60
IN THE GARDEN 167325 CONT BD/810 S CLAY	20549 CHECK NO. 90624	500.00	500.00
IN THE GARDEN 167326 CONT BD/616 S STOUGH	20547 CHECK NO. 90625	500.00	500.00
INDUSTRIAL ELECTRIC 167254 ELECTRICAL SUPPLIES 167362 POOL	207605/6/800 207957	942.96 43.43	

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	CHECK NO.	INVOICE AMOUNT	CHECK AMOUNT
INDUSTRIAL ELECTRIC		90626		986.39
INTERNATIONAL EXTERMINATO 167361 EXT FEES	61273161		208.00	
	CHECK NO.	90627		208.00
ISA 167496 RECERTIFICATIONS	60979		200.00	
	CHECK NO.	90628		200.00
JANIK CUSTOM MILLWORK 167350 PAINT	15578		200.00	
	CHECK NO.	90629		200.00
JIM BESTMAN UNITS 167299 PARADE PARTICIPANT	50000-07/12		500.00	
	CHECK NO.	90630		500.00
JOHN DEERE LANDSCAPES 167241 IRRIGATION PARTS	61272043		570.96	
	CHECK NO.	90631		570.96
JOHN NERI CONSTRUCTION IN 167508 WASHINGTON STREET	2		520049.25	
	CHECK NO.	90632		520049.25
KH KIMS TAE KWON DO 167461 **REIMB EXP** KARATE	2475-05/12		2475.00	
	CHECK NO.	90633		2475.00
KINGS LANDSCAPING CO 167324 CONT BD/119 MINNEOLA	20637		500.00	
	CHECK NO.	90634		500.00
KLEIN, THORPE, JENKINS LTD 167506 LEGAL SERVICES	158460		13212.82	
	CHECK NO.	90635		13212.82
KRAMER FOODS 167265 SUPPLIES	06335556		19.12	
	CHECK NO.	90636		19.12
KROESCHELL ENGINEERING CO 167237 BOILER PARTS	41390		1076.00	
	CHECK NO.	90637		1076.00

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
KUDENHOLDT, HENRY 167454 KLM REFUND	EN120512/20014 CHECK NO. 90638	500.00	500.00
LANDSCAPE CONCEPTS MNGEMT 167499 TREE REMOVAL	36460 CHECK NO. 90639	1310.00	1310.00
LANGLOIS, DARRELL 167510 GFOA CONFERENCE	8148-06/12 CHECK NO. 90640	81.48	81.48
LANZA HURLEY, CARA 167322 CONT BD/548 N GARFIELD	20660 CHECK NO. 90641	500.00	500.00
LEWIS, GREG 167449 KLM REFUND	EN120601/20062 CHECK NO. 90642	500.00	500.00
LEYDEN HIGH SCHOOL BAND 167297 PARADE PARTICIPANT	1500-07/12 CHECK NO. 90643	1500.00	1500.00
LIFEGUARD STORE 167366 SUPPLIES/EQUIPMENT 167367 EQUIPMENT	088976 089040 CHECK NO. 90644	200.55 310.00	510.55
M E SIMPSON CO INC 167432 WATER METER TESTING 167500 LEAK DETECTION	22566 22625 CHECK NO. 90645	720.00 570.00	1290.00
MAGIC OF GARY KANTOR 167371 MAGIC SHOW	60741 CHECK NO. 90646	250.00	250.00
MEDINAH HIGHLANDERS 167296 PARADE PARTICIPANT	60000-07/12 CHECK NO. 90647	600.00	600.00
MERKLEY, TAYLOR 167452 KLM REFUND	EN120512/20051 CHECK NO. 90648	500.00	500.00
MIDWEST AIR PRO INC			

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
NAPA AUTO PARTS 167320 AUTO PARTS	211129/211287 CHECK NO. 90659	951.60	951.60
NATIONAL SAFETY COUNCIL 167433 BOOKLETS	1048978 CHECK NO. 90660	479.68	479.68
NEON NUTS INC 167295 PARADE PARTICIPANT	775-07/12 CHECK NO. 90661	775.00	775.00
NEXTEL/SPRINT 167246 CELL PHONES	977740515124 CHECK NO. 90662	2434.20	2434.20
NICHOLS, JEFF 167503 POOL REFUND	109032 CHECK NO. 90663	404.00	404.00
NICOR GAS 167458 350 N VINE	1327011000-05/12 CHECK NO. 90664	62.92	62.92
NORTHEASTERN IL PUBLIC 167357 REGISTRATION	9073 CHECK NO. 90665	50.00	50.00
NUCO2 INC 167236 SUPPLIES 167421 SUPPLIES	R134227505 R134237177 CHECK NO. 90666	206.41 168.25	374.66
ORLER, VIC 167323 CONT BOND/121 W 9TH ST	20662 CHECK NO. 90667	500.00	500.00
PIECZYNSKI, LINDA 167277 PROSECUTOR	5491 CHECK NO. 90668	1505.50	1505.50
PRAXAIR DISTRIBUTION, INC 167235 POOL 167422 POOL	43036202 43066648 CHECK NO. 90669	21.15 53.22	74.37
QUARRY MATERIALS, INC.			

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MIDWEST AIR PRO INC 167284 PREVENTIVE MAINT	119008 CHECK NO. 90649	99.00	99.00
MINER ELECTRONICS 167315 SQUAD REPAIRS	244931 CHECK NO. 90650	213.00	213.00
MINERVA PROMOTIONS 167242 TOWN TEAM SHIRTS 167243 VOLUNTEER SHIRTS 167244 POOL SHIRTS 167245 CAMP SHIRTS	147204 147207 147195 147199 CHECK NO. 90651	438.88 451.20 731.12 273.88	1895.08
MOTIVE PARTS CO FMP 167459 BATTERY	50457325 CHECK NO. 90652	83.35	83.35
MOTOROLA 167318 RADIO EQUIPMENT 167352 INSTALL RADIO 167353 RADIO REPAIR	SR98680 SR98764 SR98765 CHECK NO. 90653	26.50 152.00 98.50	277.00
MR STEVE PRODUCTIONS 167501 DAY CAMP	27500-06/12 CHECK NO. 90654	275.00	275.00
MUNICIPAL EMERGENCY SERVI 167285 HELMET STRAPS	00317163 CHECK NO. 90655	65.08	65.08
MUNICIPAL WELL & PUMP INC 167358 PUMP REPAIRS 167359 PUMP REPAIRS 167360 PUMP REPAIRS	8236 8236-1 8236-2 CHECK NO. 90656	7650.00 1711.00 12910.00	22271.00
MY NEW NEIGHBOR I 167479 BROCHURES DELIVERY	3718/3684 CHECK NO. 90657	24.00	24.00
NAMEPLATE & PANEL 167290 TREE TAGS	150698 CHECK NO. 90658	211.69	211.69

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
QUARRY MATERIALS, INC.			
167233 ASPHALT MATERIALS	43871	489.06	
167255 ASPHALT MATERIALS	43904	1391.94	
167364 COLD PATCH	43943	919.31	
167470 COLD PATCH	43958	335.16	
167493 ASPHALT MATERIALS	00044023	449.73	
	CHECK NO. 90670		3585.20
RAILROAD MANAGEMENT CO			
167430 RR EASEMENT	286317	442.89	
	CHECK NO. 90671		442.89
RAY OHERRON CO INC			
167486 UNIFORMS	0054574	157.80	
	CHECK NO. 90672		157.80
RIORDAN SIGNATURE HOMES			
167332 SITE MNGE/22 S ADAMS	16308	3000.00	
167333 SITE MNGE/815 S THURLOW	15812	3000.00	
167334 SITE MNGE/809 S MADISON	15553	3000.00	
167335 SITE MNGE/5601 S WASHINGT	15331	3000.00	
167336 SITE MNGE/419 S BRUNER	14329	3000.00	
167337 SITE MNGE/566 N GRANT	14133	3000.00	
167338 STM WTR/22 S ADAMS	16307	1234.00	
167339 STM WTR/815 S THURLOW	15811	1243.00	
167340 STM WTR/809 S MADISON	15552	1500.00	
167341 STM WTR/5601 S WASHINGTON	15330	1670.00	
167342 STM WTR/419 S BRUNER	14328	1236.00	
167343 STM WTR/566 N GRANT	14132	1445.00	
	CHECK NO. 90673		26328.00
RYDIN SIGN & DECAL			
167502 PARKING PERMITS	273682	1733.40	
	CHECK NO. 90674		1733.40
SADOFSKY, DON			
167294 PARADE PARTICIPANT	600-07-12	600.00	
	CHECK NO. 90675		600.00
SAMS CLUB #6384			
167311 ASST SUPPLIES	3934/2970	915.96	
	CHECK NO. 90676		915.96
SCHMALFELD, STEVE			
167455 KLM REFUND	EN120505/20048	500.00	
	CHECK NO. 90677		500.00

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SERVICE FORMS & GRAPHICS			
167253 NOTICE TAGS	140849	607.12	
	CHECK NO. 90678		607.12
SHERWIN INDUSTRIES, INC			
167262 PAINT STRIPER	SS046373	5100.00	
167286 PAINT STRAINER	046371	98.00	
167435 TRAFFIC CONES	SS046542	440.00	
	CHECK NO. 90679		5638.00
SMURAWSKI, AMANDA			
167483 REIMBURSEMENT	60742	100.84	
	CHECK NO. 90680		100.84
STANDARD BATTERY INC			
167293 PARADE PARTICIPANT	500-07/12	500.00	
	CHECK NO. 90681		500.00
STANEK, CAROLYN			
167344 CONT BD/101 N ADAMS	20512	500.00	
	CHECK NO. 90682		500.00
STONE, KATHLEEN			
167453 KLM REFUND	EN120511/20056	57.50	
	CHECK NO. 90683		57.50
SUBURBAN DOOR CHECK			
167288 POOL BLDG	423685	89.67	
167443 POOL KEYS	423850	12.00	
167444 PIERCE PARK	423522	191.00	
	CHECK NO. 90684		292.67
SUSMARSKI, KEVIN			
167305 REIMBURSEMENT	61014	58.16	
	CHECK NO. 90685		58.16
SWATEK, STEVE			
167446 KLM REFUND	20242	350.00	
	CHECK NO. 90686		350.00
TAMELING INDUSTRIES			
167227 LANDSCAPE SUPPLIES	0079747	77.35	
167492 TOP SOIL	0079981	78.00	
	CHECK NO. 90687		155.35
THE HINSDALEAN			
167426 AD	13185	520.00	

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
THE HINSDALEAN	CHECK NO. 90688		520.00
THOMPSON ELEVATOR INSPEC 167252 PLAN REVIEW	121718 CHECK NO. 90689	100.00	100.00
THOSE FUNNY LITTLE PEOPLE 167302 PARADE PARTICIPANT	250-07/12 CHECK NO. 90690	250.00	250.00
TIRITILLI, ANTHONY 167281 CLASS REFUND	107856 CHECK NO. 90691	394.00	394.00
TPG SUBSCRIPTION SERVICE 167261 FMLA	6780092 CHECK NO. 90692	399.00	399.00
TRANE 167442 KLM REPAIRS	6567011R1 CHECK NO. 90693	46.34	46.34
TWIN LAKE GREENHOUSE LLC 167428 SUMMER	21014 CHECK NO. 90694	7059.86	7059.86
TWIN OAKS LANDSCAPING INC 167441 PARK RESTORATION	1504-1 CHECK NO. 90695	47686.59	47686.59
US GAS 167465 OXYGEN	186029 CHECK NO. 90696	86.00	86.00
VERIZON WIRELESS 167280 MODEUMS 167457 MODEUMS	2748582930 2750710176 CHECK NO. 90697	2.05 570.21	572.26
VILLAGE OF CLARENDON HILL 167316 REIMBURSEMENT	3242079 CHECK NO. 90698	4513.65	4513.65
VILLAGE TAXI SERVICE, INC 167307 SR TAXI SERVICE	313484 CHECK NO. 90699	36.00	36.00

WARRANT REGISTER

1525

6/19/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
WAREHOUSE DIRECT INC			
167228 POOL SUPPLIES	1560532	912.60	
167257 OFFICE SUPPLIES	1569063/70324	121.19	
167363 OFFICE SUPPLIES	1576331/7110	544.13	
167365 OFFICE SUPPLIES	1575600	159.09	
167491 BINDERS	1581525	17.30	
	CHECK NO. 90700		1754.31
WARREN OIL COMPANY			
167368 FUEL	10724806	23071.30	
	CHECK NO. 90701		23071.30
WATER CANNON			
167291 PRESSURE WASHER	600969	140.30	
	CHECK NO. 90702		140.30
WEST PAYMENT CENTER			
167308 INVEST CHARGES	824889308	130.90	
	CHECK NO. 90703		130.90
WEST SUBURBAN CONCERT			
167303 PARADE PARTICIPANT	55000-07/12	550.00	
	CHECK NO. 90704		550.00
WESTERN IRRIGATION			
167260 IRRIGATION SYSTEM	64402	2128.00	
	CHECK NO. 90705		2128.00
WHEELER, JOHN			
167310 AR REFUND	285304	75.00	
	CHECK NO. 90706		75.00
WINKLERS TREE SERVICE IN			
167429 ASH TREE TREATMENT	59688	1035.87	
	CHECK NO. 90707		1035.87
XEROX CORPORATION			
167437 FIRE TRAINING COPIER	119440995	500.00	
167438 CONSULTING FEES	119440993	500.00	
167439 TRAINING	119440994	300.00	
167440 TRAINING	119440996	300.00	
	CHECK NO. 90708		1600.00
ZEE MEDICAL			
167495 MEDICAL SUPPLIES	0100573151	159.14	
	CHECK NO. 90709		159.14

WARRANT REGISTER #

1525

6/19/12


PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ZICCARELLI, JOSEPH 167462 PARADE PARTICIPANT	59995	100.00	
	CHECK NO. 90710		100.00
DR SCOTT ZANNER 167248 TREE REIMBURSEMENT	676114	260.00	
	CHECK NO. 90711		260.00
	GRAND TOTAL		1,149,361.72

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1525

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 6/8/2012	Village Payroll # 12 - Calendar 2012	FWH	43,462.74
Electronic Federal Tax Payment Systems 6/8/2012	Village Payroll # 12 - Calendar 2012	FICA/MCARE	32,497.00
Illinois Department of Revenue 6/8/2012	Village Payroll # 12 - Calendar 2012	State Tax Withholding	16,767.53
ICMA - 457 Plans 6/8/2012	Village Payroll # 12 - Calendar 2012	Employee Withholding	12,943.18
HSA Plan Contribution 6/8/2012	Village Payroll # 12 - Calendar 2012	Employee Withholding	2,082.91
IMRF 6/8/2012	Village Payroll # 12 - Calendar 2012	May 2012 Wages	<u>67,087.60</u>
Total Bank Wire Transfers and ACH Payments			<u>174,840.96</u>
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			<u><u>1,324,202.68</u></u>

DATE: June 14, 2012

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Approval of changes to Sick Leave Policy		Sandy Mikel		
		APPROVAL Administration Manager		
<p>As part of the re-opener agreement with the FOP, the sick leave policy in the collective bargaining agreement was revised to allow employees may use up to 24 hours each fiscal year to care for sick family members. The Village's Personnel Policy is being revised to allow the same benefit to the Village's non-union employees.</p> <p>Staff recommends approval of the revised Sick Leave Policy. If the Village Board agrees with staff's recommendation, then the following motion would be appropriate:</p> <p>MOTION: To recommend approval of the revised Village of Hinsdale Sick Leave Policy.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

SICK LEAVE

Definition of Sick Leave

Sick leave is defined as ~~personal~~ illness, or quarantine at home.

Accumulation of Sick Leave

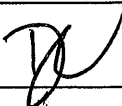
Each full-time employee shall accrue sick leave according to the following schedule:

Non-exempt employees:	3.46 hours per pay period
Police Officers and Sergeants (non-exempt):	3.69 hours per pay period
Shift firefighters (non-exempt):	4.91 hours per pay period
Exempt (management) employees:	3.69 hours per pay period

Use of Sick Leave

Sick leave shall not be considered personal time which an employee may use at his or her discretion. It is intended to insure employees against occasional illness and to provide time off with pay during periods of short-term disability. In order to provide the best service possible to the public and to minimize disruptions to the workplace, requests for the use of sick leave shall be made as soon as practicable. Up to 24 hours of sick leave may be used each fiscal year (May 1st to April 30th) to care for the employee's spouse, children, step-children or parents. Medical certification of the need for this use of sick leave may be required in the same manner as medical certification is required for the employee's own illness. Employees shall make all reasonable efforts to schedule doctor's appointments outside the employee's normal work hours and to provide the Village as much advance notice as possible for scheduled appointments and/or procedures that conflict with their work hours. The Village reserves the right to make reasonable restrictions on the number of employees that may be off work at any given time. Employees who fail or refuse to provide reasonable advance notice to the Village for scheduled appointments or procedures when such notice was practicable may be subject to disciplinary action.

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Adoption of an Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Hinsdale, DuPage and Cook Counties, Illinois, in the Aggregate Principal Amount of not to Exceed \$5,000,000 for Certain Public Infrastructure Projects		APPROVAL Darrell Langlois, Assistant Village Manager/Finance Director		
<p>Last fall, before proceeding with the Woodlands Project, the Village Board discussed the financing of the MIP. At that time the Village Board agreed in principle that General Obligation Bonds in the amount of \$5 million would be issued this year as partial funding for the MIP. Use of this funding source was subsequently included in the FY 2012-13 Budget. As all of the infrastructure work included in the budget is now under contract, it is staff's recommendation that we proceed with bond issue at this time.</p> <p>Attached is the authorizing bond ordinance prepared by the Village's bond counsel, Chapman and Cutler and reviewed by the Village Attorney. The purpose of this ordinance is to provide public notice of the Village's intent to sell bonds and effectively starts the 30 day "backdoor referendum" period whereby petitions signed by 7.5% of the registered voters (estimated at 801) can force the question of whether to issue bonds to a referendum vote. As required by State law, the ordinance will be published in its entirety in the <i>Hinsdalean</i> on June 28, 2012 along with a meeting notice for the statutorily required public hearing on whether to issue the bonds on July 17, 2012. The schedule contemplates the formal sale of the bonds taking place during the day on August 14, 2012 with the formal bid award and adoption of the final bond ordinance at the Village Board meeting later that evening.</p> <p>In addition to this bond issue, I have also given our financial advisor authorization to proceed with the issuance of \$1,575,000 in Special Service Area Bonds. He is currently evaluating the best way to sell these bonds to ensure the lowest possible interest cost as these types of bonds are viewed very differently in the market place. At this time we expect an August or September sales date for these bonds.</p> <p>Should the Board concur with this recommendation, the following motion would be appropriate:</p> <p>MOTION: To Adopt the Attached Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Hinsdale, DuPage and Cook Counties, Illinois, in the Aggregate Principal Amount of not to Exceed \$5,000,000 for Certain Public Infrastructure Projects, Including, but Not Limited to, Acquiring and Constructing Improvements to Municipal Roads and Streets, Access Roads, Bridges and Sidewalks; Waster Disposal Systems; Water and Sewer Line Extensions, Water Distribution and Purification Facilities, Storm Water Drainage and Retentions Facilities, and Sewage Treatment Facilities within the Village.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

ORDINANCE NUMBER _____

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Sales Tax Alternate Revenue Source) of the Village of Hinsdale, DuPage and Cook Counties, Illinois, in the aggregate principal amount of not to exceed \$5,000,000 for certain public infrastructure projects, including, but not limited to, acquiring and constructing improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities within the Village.

PREAMBLES

WHEREAS:

A. The Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), is a duly organized and existing municipality and unit of local government of the State of Illinois, and is operating under and pursuant to the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Reform Act*").

B. The President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore determined and do hereby determine that it is necessary and in the best interests of the public health, safety and welfare of the Village to undertake certain public infrastructure projects, including, but not limited to, acquisition and construction of improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities; and including, in connection with said improvements, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto and, incidental to said improvements, to pay bond discount, bond interest, bond reserve account funding, legal,

financing, and administrative expense (all of which said acquisition, construction, services and incidental expenses may be referred to as the "*Project*").

C. The total estimated costs of the Project, as defined, are not less than \$5,000,000.

D. There are insufficient funds of the Village on hand and lawfully available to pay costs of the Project.

E. The costs of the Project may be paid by borrowing money and issuing bonds pursuant to the provisions of the Reform Act payable from (i) collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future (the "*Pledged Revenues*"), and (ii) the levy and collection of ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount, if the Pledged Revenues shall be insufficient to pay such bonds.

F. The Pledged Revenues are a source of funds, other than enterprise revenues, received or available to be received by the Village and available for any one or more of its corporate purposes, and, as provided in the Reform Act, the Village is authorized to issue its alternate bonds payable from the Pledged Revenues to pay the costs of the Project.

G. It is necessary and in the best interests of the public health, safety and welfare of the Village that the Project be undertaken and, in order to raise the funds required for such purpose, it will be necessary for the Village to borrow an amount not to exceed \$5,000,000 and, in evidence thereof, to issue alternate bonds, all as provided by the Reform Act, in an aggregate principal amount not to exceed \$5,000,000 with a maximum interest rate not to exceed five percent (5.0%) per annum, subject to the right of backdoor referendum as herein provided.

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

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the public health, safety and welfare of the Village to undertake the Project, all as described above, and that for the purpose of paying the costs of the Project, there are hereby authorized to be issued and sold General Obligation Bonds (Sales Tax Alternate Revenue Source) (the "*Bonds*") in the aggregate principal amount not to exceed \$5,000,000 with a maximum interest rate not to exceed five percent (5.0%) per annum, payable from the Pledged Revenues.

Section 3. Publication. This Ordinance, including the notice in statutory form set forth herein in Section 4 (the "*Notice*"), shall be published by the Corporate Authorities in *The Hinsdalean*, being a newspaper of general circulation in the Village. Electors numbering 801 electors (being equal to the greater of (i) 7.5% of the number of registered voters of the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) shall have the right to petition that the question of issuing the Bonds be submitted to referendum. The time for filing of any of such petition with the Village Clerk is within thirty (30) days after the date of the publication of this Ordinance and the Notice. If no such petition is filed with respect to the Bonds, then such bonds shall be authorized to be issued, sold, and delivered by the Village. Petition forms shall be provided by the Village Clerk to any individual requesting one.

Section 4. Notice. The Corporate Authorities hereby determine that the Notice is in the proper statutory form and is made a part hereof and notice is hereby given as follows:

**NOTICE OF INTENT TO ISSUE GENERAL OBLIGATION BONDS
(SALES TAX ALTERNATE REVENUE SOURCE)
AND RIGHT TO FILE PETITIONS**

NOTICE IS HEREBY GIVEN that pursuant to an Ordinance, numbered _____ (the "*Ordinance*"), and duly adopted by the President and Board of Trustees on the 19th day of June 2012, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), intends to issue alternate bonds, designated General Obligation Bonds (Sales Tax Alternate Revenue Source) (the "*Bonds*") in the aggregate principal amount of not to exceed \$5,000,000, for certain public infrastructure projects, including, but not limited to, acquisition and construction of improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities within the Village; and including, in connection with said improvements, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto and, incidental to said improvements, to pay bond discount, bond interest, bond reserve account funding, legal, financing, and administrative expense.

The Bonds shall have as the revenue source pledged to the payment of the principal of and interest on the Bonds therefor collections distributed to the Village from those taxes imposed by the State of Illinois (the "*State*") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State in the future; *provided, however*, that if such revenue source shall be insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be levied and extended to pay the principal of and interest on the Bonds. The Bonds shall bear interest at a rate or rates per annum not to exceed 5.0%.

NOTICE IS HEREBY FURTHER GIVEN that any 801 or more electors of the Village (being equal to the greater of (i) 7.5% of the number of registered voters of the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) shall have the right to petition that the question of issuing the Bonds be submitted to referendum. The time for the filing of any of such petitions with the Village Clerk is within thirty (30) days after the date of publication of the Ordinance and this Notice. If any such petition meeting the requirements of applicable law is so filed within thirty (30) days after the date of publication of this Notice, the question of the issuance of the Bonds shall be submitted to the electors of the Village at the general election to be held on the 6th day of November 2012.

A form of petition for such purpose is available to any individual requesting one from the office of the Village Clerk.

Dated this 19th day of June 2012.

/s/ Christine Bruton

Village Clerk
Village of Hinsdale
DuPage and Cook Counties, Illinois

Section 5. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds, and prescribing all the details of such bonds, so long as the maximum aggregate principal amount of the Bonds as set forth in this Ordinance is not exceeded, there is no material change in the Project, and as further provided in the Reform Act. Such additional ordinances or proceedings shall in all instances become effective in accordance with law. This Ordinance, together with such additional ordinances or

proceedings, shall constitute complete authority for the Village to issue the Bonds in accordance with applicable law.

Section 6. Severability. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 7. Superseder and Effective Date. All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby superseded, and this Ordinance shall be in full force and effect forthwith upon its adoption and approval, as provided by law.

AYES: _____

NAYS: _____

ABSENT: _____

Adopted on the 19th day of June 2012.

Approved June 19, 2012.

President
Village of Hinsdale
DuPage and Cook Counties, Illinois

PUBLISHED in *The Hinsdalean* on June __, 2012.

RECORDED in the Village Records on June 19, 2012.

ATTEST:

Village Clerk
Village of Hinsdale
DuPage and Cook Counties, Illinois

[SEAL]

DATE: June 19, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-11-2012 - Applicant: Frank Fox/Fox's Pizza - Location: 777 N. York Road: Design Review Overlay Permit and Site Plan/Exterior Appearance Approval for Exterior Improvements and a Special Use for Live Entertainment	APPROVAL
<p>The petitioner is requesting a design review permit and site plan/exterior appearance approval, as well as a special use for live entertainment, to allow for the improvement of an existing tenant space within the Gateway Shopping Center at 777 N. York Road. As illustrated in the attached drawings, the petitioner proposes to reuse the existing tenant space, which includes an existing second level outdoor patio. The substantial site changes are largely driven by building code requirements, as well as the applicant's desire to improve the appearance of the existing space. The applicant is required to provide a second means of egress, which addresses the addition of a stairwell on the north elevation of the building. In addition, the applicant is also proposing to install a decorative wrought iron railing around the second story outdoor patio to not only improve the appearance, but also bring the railing into compliance as the existing railing does not meet the necessary height requirements and would need to be replaced regardless. The building is located on York Road, just south of Ogden Road in the Gateway Square Shopping Center, and is located within the "Historic Graue Mill Gateway" Design Overlay District, which, in addition to the special use request, requires a public hearing for any exterior alteration to the property. Article VIII of the Zoning Code provides information regarding the purpose of the district and Section 11-605 provides additional information for procedures and review criteria.</p> <p>In addition to the exterior improvements, the applicant is also proposing two wall signs. While the wall signs would typically qualify for consideration by the Chairman for administrative approval, staff felt it was more appropriate to consider them along with the rest of the application as part of the overall appearance approval since one of the signs is architecturally integrated within the railing, which requires exterior appearance approval. The first sign is on the north elevation above the pick-up door and is approximately 25 square feet (5'-0" x 5'-0"). The colors would be green, white and black as seen in the attached illustrations, and would be internally illuminated. The second sign would be located on the railing of the north elevation and would be 17 square feet (5'-8" x 3'-0"). The sign would be constructed out of a laser-cut aluminum and would be the same single color as the remaining railing panels that are being constructed to bring the existing railing up to code. Subsection 9-106I of the Zoning Code provides the requirements for signage in the B-1 Community Business District. The Code allows one wall sign with a maximum square footage of five percent of the square footage of the wall to which the signs are affixed, except that when the premises occupied by such user has more than one exterior wall that front on a public street of a public parking lot, then one such sign per such wall shall be permitted. While this specific tenant configuration is unique, if we consider only the lower level wall to which the northern sign is attached, the surface is approximately 589 square feet and would allow a 29.5 square foot sign. On the south elevation the surface is approximately 715 square feet and would allow a 36 square foot sign. As such, the signs meet the requirements of Section 9-106 – Signs of the Zoning Code.</p> <p>At the May 9, 2012 Plan Commission meeting the commission reviewed the application submitted by Frank Fox and recommended the following:</p> <ol style="list-style-type: none">1. To approve, on a 6-0 vote (three absent), a Special Use Permit for Live Entertainment;2. To approve, on a 6-0 vote (three absent), Exterior Appearance (including signage);3. To approve, on a 5-1 vote (three absent), Site Plan Review; and	

4. To approve, on a 6-0 vote (three absent), a Design Review Permit;

To allow for exterior modifications to the existing facility at 777 N. York Road – Fox's Pizza.



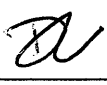
Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

1. Subsection 11-602E pertaining to Standards for special use permits;
2. Subsection 11-604F pertaining to Standards for site plan disapproval; and
3. 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.

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

MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Special Use Permit for Live Entertainment, A Design Review Permit and Site Plan and Exterior Appearance Plan for Façade Changes for the Property Located at 777 N. York Road (Fox's Pizza)."

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On May 21, 2012, the Zoning and Public Safety Committee moved to forward on this case with no recommendation.				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR LIVE ENTERTAINMENT,
A DESIGN REVIEW PERMIT AND SITE PLAN AND EXTERIOR APPEARANCE PLAN
FOR FAÇADE CHANGES FOR THE PROPERTY LOCATED AT 777 N. YORK ROAD
(FOX'S PIZZA)**

WHEREAS, Frank Fox/Fox's Pizza (the "Applicant") submitted an application for a design review overlay permit, site plan/exterior appearance approval, and for a special use for live entertainment accessory to permitted eating places (the "Application"), to allow for improvements to an existing tenant space within the Gateway Shopping Center located at 777 N. York Road, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is located in the B-1 Community Business District and the Historic Graue Mill Gateway Design Review Overlay District and is currently improved with a retail center, commonly known as Gateway Square. The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, live entertainment accessory to permitted eating places is permitted as a special use in the B-1 Community Business Zoning District; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code ("Zoning Code"), as amended; and

WHEREAS, the Application was considered by the Hinsdale Plan Commission at a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean* on April 19, 2012. After considering all of the testimony and evidence presented at the public hearing and all of the matters related to the Application, the Plan Commission recommended approval of the Special Use Permit for Live Entertainment on a vote of six (6) in favor, zero (0) against, and three (3) absent, approval of the Exterior Appearance on a vote of six (6) in favor, zero (0) against, and three (3) absent, approval of the Site Plans on a vote of five (5) in favor, one (1) against, and three (3) absent, and approval of the Design Review Permit on a vote of six (6) in favor, zero (0) against, and three (3) absent, all as set forth in the Plan Commission's Findings and Recommendation in Case No. A-11-2012 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting held on May 21, 2012, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-602E of the Zoning Code governing approval of a special use permit, subsection 11-604F of the Zoning Code governing site plan approval, subsection 11-605E of the Zoning Code governing considerations for design review permits, and 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

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

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

SECTION 2: Approval of Special Use Permit, Design Review Overlay Permit, Site Plans, Exterior Appearance Plans and Signage. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the applicable sections of the Zoning Code, approves the application for a Special Use Permit for Live Entertainment, the Design Review Permit and the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit C** (the "Approved Plans"), for the Subject Property located in the B-1 Community Business Zoning District, all subject to the conditions set forth in Section 3 of this Ordinance. Also approved are two wall signs considered as part of the Application, both of which meet the requirements of Section 9-106 of the Zoning Code.

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

- A. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit C**.

- B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. Live Entertainment. All Live Entertainment involving instrumental, electronic or mechanical accompaniment shall take place within the confines of the building rather than on the outdoor patio or other exterior areas of the tenant space comprising the Subject Property.
- E. Outdoor Speakers. No speakers may be placed on the outdoor patio or in other exterior areas of the tenant space comprising the Subject Property.
- F. Customer Pick Up. The Applicant shall post signage and take other affirmative steps to ensure that all customers picking up carry-out orders shall enter and exit through the main front door. No customer pick up of carry-out orders shall be from the rear door on the north side of the tenant space.
- G. Deliveries. The rear door on the north side of the tenant space comprising the Subject Property shall be utilized only for deliveries to the premises and by employees coming and going for the purpose of delivering food to customers off of and away from the premises.
- H. Employee Access. Employees accessing the rear door of the tenant space comprising the Subject Property from the rear drive area for the purpose of picking up food to deliver to customers shall enter the rear drive area from the west drive entrance adjacent to York Road and shall, upon leaving, turn around and exit the rear drive to the west.

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

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

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

PASSED this ____ day of _____ 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2012.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2012

EXHIBIT A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 4 OF THE TOWN OF FULLERSBURG (NOW KNOWN AS HINSDALE); THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF YORK ROAD (FORMERLY KNOWN AS CASS STREET), A DISTANCE OF 203.99 FEET (RECORDED BEING 223.0 FEET) TO AN EXISTING IRON STAKE FOR THE POINT OF BEGINNING; THENCE EASTERLY, THIS LINE HEREAFTER HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHEAST QUARTER OF SECTION 1; THENCE SOUTHEASTERLY, ALONG THE WESTERLY LINE LOTS 23, 24 AND 25 OF SAID HINSDALE HIGHLANDS, A DISTANCE OF 478.45 FEET (RECORDED BEING 478.6 FEET) TO THE SOUTHWEST CORNER OF SAID LOT 25, ALSO BEING ON THE NORTH LINE OF LOT 26 OF SAID HINSDALE HIGHLANDS; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOT 26 AND ALONG THE NORTH LINE AND THE WESTERLY EXTENSION THEREOF OF WALKER'S FIRST ADDITION TO FULLERSBURG (NOW KNOWN AS HINSDALE) BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHEAST QUARTER OF SECTION 1, A DISTANCE OF 507.28 FEET TO THE CENTER LINE OF SAID YORK ROAD, THENCE NORTHERLY, ALONG THE CENTERLINE OF SAID YORK ROAD, A DISTANCE OF 431.35 FEET TO THE WESTERLY EXTENSION OF LINE "A" AFORESAID; THENCE EASTERLY, ALONG SAID WESTERLY EXTENSION OF LINE "A", A DISTANCE OF 33.02 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM, THAT PART OF YORK ROAD (FORMERLY KNOWN AS CASS STREET) AS PLATTED ON SEVERSON'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHEAST QUARTER OF SECTION 1, LYING WESTERLY OF AND ADJOINING LOTS 1 AND 2 OF SAID SEVERSON'S SUBDIVISION, IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT A

THAT PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 4 OF THE TOWN OF FULLERSBURG (NOW KNOWN AS HINSDALE); THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF YORK ROAD (FORMERLY KNOWN AS CASS STREET), A DISTANCE OF 203.99 FEET (RECORDED BEING 223.0 FEET) TO AN EXISTING IRON STAKE FOR THE POINT OF BEGINNING; THENCE EASTERLY, THIS LINE HEREAFTER HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHEAST QUARTER OF SECTION 1; THENCE SOUTHEASTERLY, ALONG THE WESTERLY LINE LOTS 23, 24 AND 25 OF SAID HINSDALE HIGHLANDS, A DISTANCE OF 478.45 FEET (RECORDED BEING 478.6 FEET) TO THE SOUTHWEST CORNER OF SAID LOT 25, ALSO BEING ON THE NORTH LINE OF LOT 26 OF SAID HINSDALE HIGHLANDS; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID LOT 26 AND ALONG THE NORTH LINE AND THE WESTERLY EXTENSION THEREOF OF WALKER'S FIRST ADDITION TO FULLERSBURG (NOW KNOWN AS HINSDALE) BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHEAST QUARTER OF SECTION 1, A DISTANCE OF 507.28 FEET TO THE CENTER LINE OF SAID YORK ROAD, THENCE NORTHERLY, ALONG THE CENTERLINE OF SAID YORK ROAD, A DISTANCE OF 431.35 FEET TO THE WESTERLY EXTENSION OF LINE "A" AFORESAID; THENCE EASTERLY, ALONG SAID WESTERLY EXTENSION OF LINE "A", A DISTANCE OF 33.02 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM, THAT PART OF YORK ROAD (FORMERLY KNOWN AS CASS STREET) AS PLATTED ON SEVERSON'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHEAST QUARTER OF SECTION 1, LYING WESTERLY OF AND ADJOINING LOTS 1 AND 2 OF SAID SEVERSON'S SUBDIVISION, IN DU PAGE COUNTY, ILLINOIS.

HINSDALE PLAN COMMISSION

RE: Case A-11-2012 - Applicant: Frank Fox/Fox's Pizza - Location: 777 N. York Road: Design Review Overlay Permit and Site Plan/Exterior Appearance Approval for Exterior Improvements and a Special Use for Live Entertainment

DATE OF PLAN COMMISSION REVIEW: May 9, 2012

DATE OF ZONING AND PUBLIC SAFETY REVIEW: May 21, 2012

FINDINGS AND RECOMMENDATION**I. FINDINGS**

1. Frank Fox submitted an application to the Village of Hinsdale for design review approval, exterior appearance/site plan review and a special use permit for live entertainment, to allow for exterior façade improvements to an existing tenant space at the property located at 777 N. York Road (the "Application").
2. The property is located within the B-1 Community Business District and improved with a retail center, commonly known as Gateway Square.
3. The applicant is proposing to make façade improvements to the existing tenant space with the substantial site changes being largely driven by building code requirements, as well as the applicant's desire to improve the appearance of the existing space.
4. Certain Commissioners expressed concerns with traffic circulation as a result of the pick-up area on the north side of the building and suggested a traffic study be provided by the applicant. Upon further review and discussion, the Commissioners concluded the proposed one-way traffic pattern actually improved circulation and that a traffic study was not necessary.
5. Concerns were also presented by a resident and discussed amongst the Plan Commission.
6. The neighbor had specific concerns with the live entertainment which included outdoor noise and the type and time of the proposed live entertainment. Upon questioning of the applicant, the Commission was comfortable with the live entertainment as they were assured that all music would be located indoors and would include individual performers and holiday themed events, rather than bands.
7. Concerns by the neighbor were also discussed regarding circulation of the delivery drivers and pick-up customers around the shopping center and the general impact to the surrounding neighbors.

8. The Plan Commission specifically finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-604F pertaining to Standards for site plan disapproval, Subsection 11-605E Standards and considerations for design review permit and Section 11-606 of the Zoning Code governing exterior appearance review and evidence presented at the public hearing.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 6 "Ayes," 0 "Nay," and 3 "Absent" recommends that the President and Board of Trustees approve the Application for a Special Use Permit for Live Entertainment for the property located at 777 N. York Road – Fox's Pizza.

The Village of Hinsdale Plan Commission, by a vote of 6 "Ayes," 0 "Nay," and 3 "Absent" recommends that the President and Board of Trustees approve the Application for Exterior Appearance Approval, which included a wall sign, a railing sign and one awning valance sign, at 777 N. York Road – Fox's Pizza.

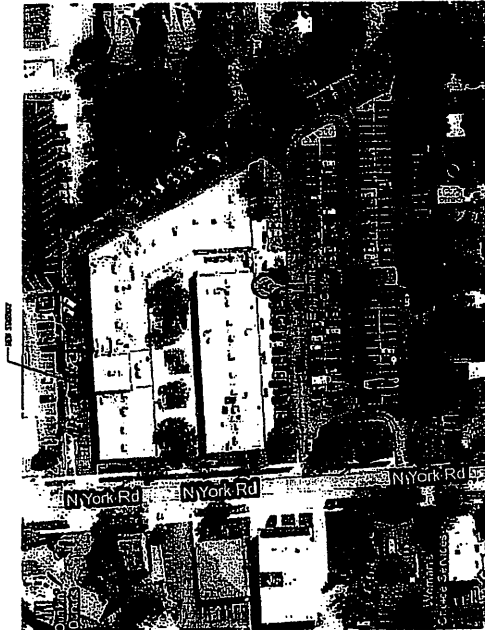
The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 1 "Nay," and 3 "Absent" recommends that the President and Board of Trustees approve the Application for Site Plan Approval at 777 N. York Road – Fox's Pizza.

The Village of Hinsdale Plan Commission, by a vote of 6 "Ayes," 0 "Nay," and 3 "Absent" recommends that the President and Board of Trustees approve the Application for Design Review Permit for Exterior Improvements at 777 N. York Road – Fox's Pizza.

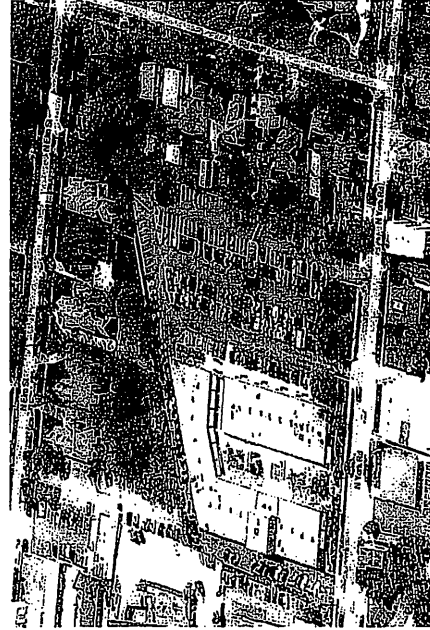
THE HINSDALE PLAN COMMISSION

By:  Chairman

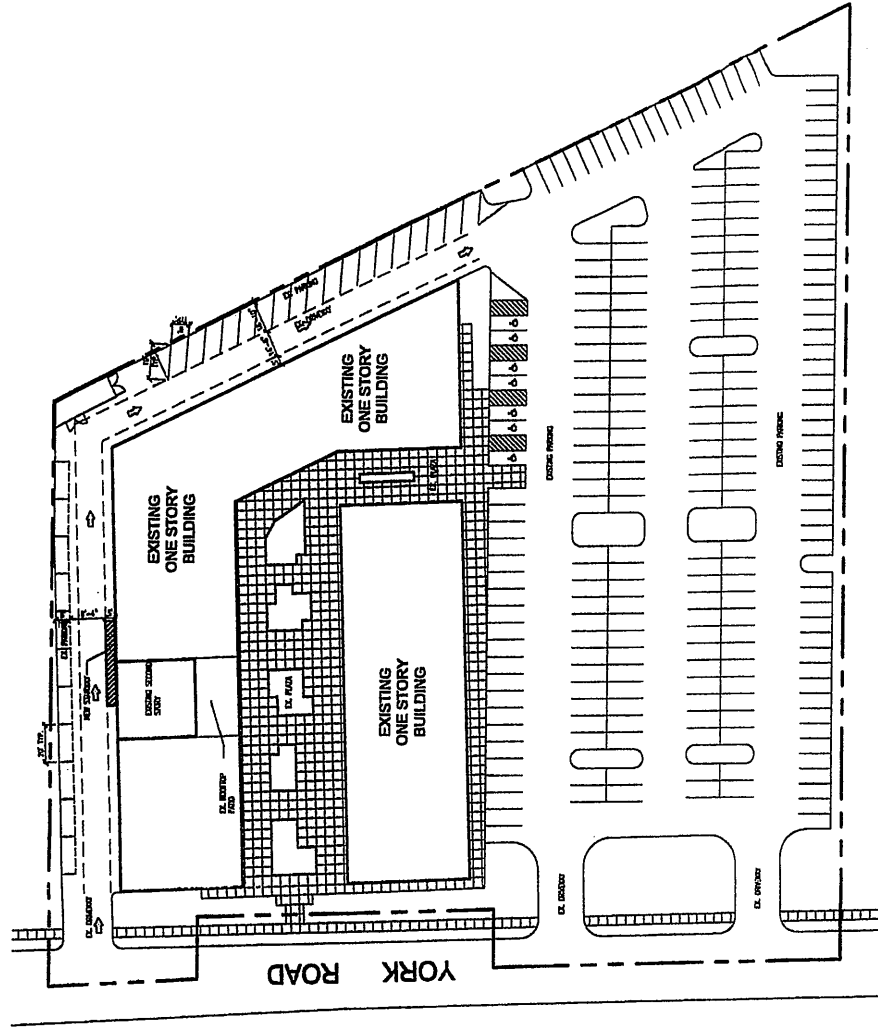
Dated this 12th day of June, 2012.



2 SITE AERIAL

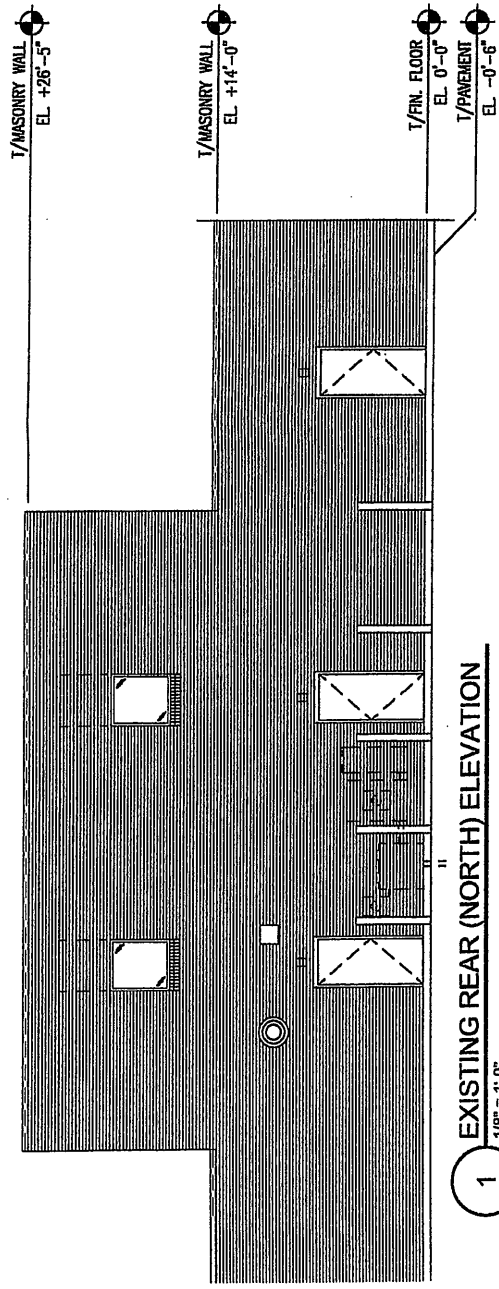


3 SITE AERIAL



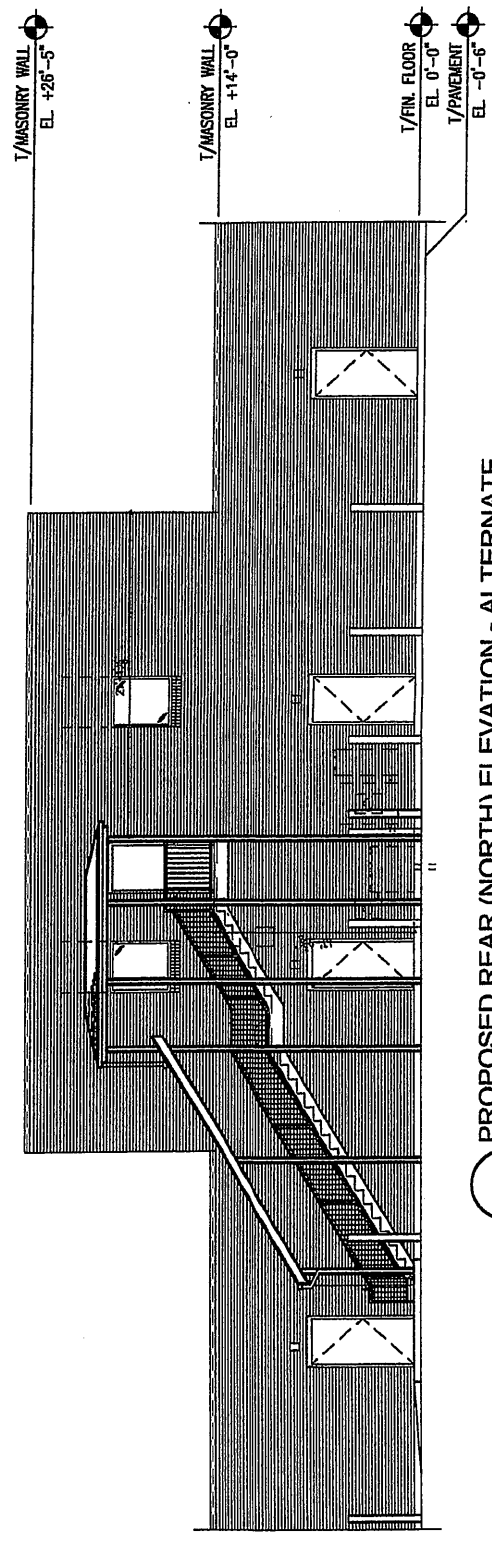
1 PROPOSED SITE PLAN
1/2"=1'-0"

JTS ARCHITECTS 4515 Maple Rd., Suite 100, Chicago, IL 60630 / 773.462.8874 / 773.462.8874	INLAND COMM. PROP. MGMT.		05
	EXTERIOR STAIRWAY		
777 N. YORK RD. HOSKINS, ILLINOIS	Date: 03-21-12	Sheet / Drawing: 2020A	ASK



1 EXISTING REAR (NORTH) ELEVATION

1/8" = 1'-0"



2 PROPOSED REAR (NORTH) ELEVATION - ALTERNATE

1/8" = 1'-0"

JTS ARCHITECTS
405 E. Morgan Rd. St. Louis, MO 63107 P 616.252.2970 F 616.252.2974

INLAND COMM. PROP. MGMT.
EXTERIOR STAIRWAY
777 N. YORK RD.
PRINCEDALE, ILLINOIS

Date: 05-21-12
Sheet: ASR
Drawing: 2035A
Job #

NEW FOX'S RESTAURANT
777 YORK ROAD
HINSDALE, ILLINOIS

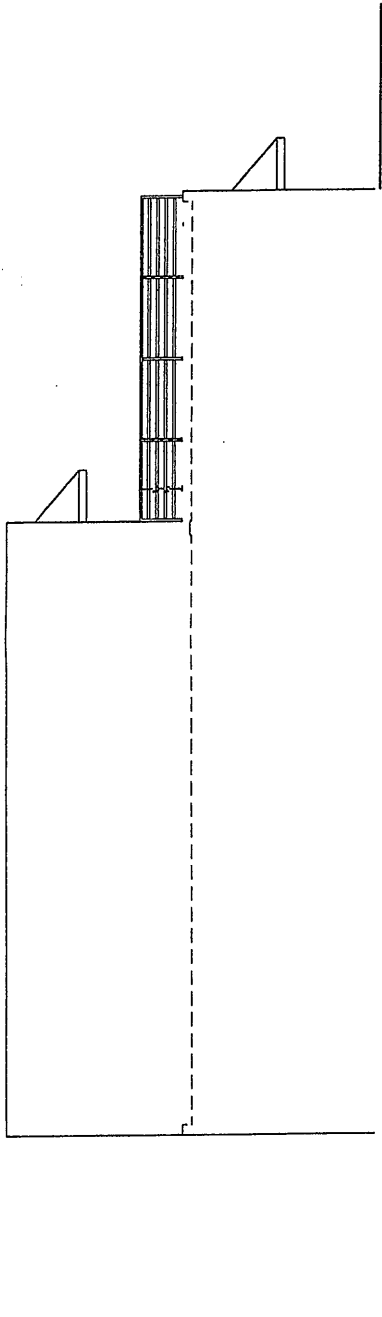


HERON DESIGN GROUP
ARCHITECTS, PLANNERS & DESIGNERS

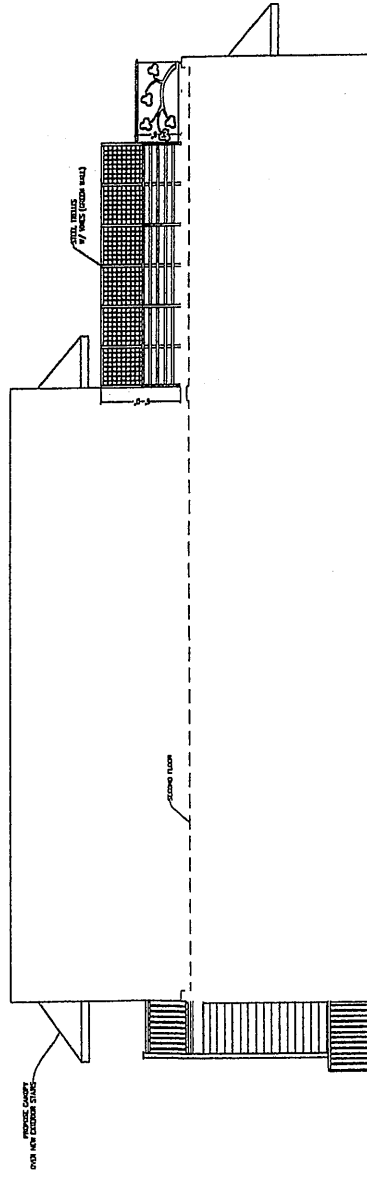
1318 Butterfield Rd. Suite 500
Downers Grove, IL 60515
Tel: (630) 512-0719
Fax: (630) 512-0740
beroncdalngroup@yahoo.com

PROJECT NO.				SHEET NO.			
3215				A2-2			
DATE				02/26/12			
SHEET TITLE : ERECTING ELEVATING & PROPPING SIDE RIG WAGON							
NO.	REVNO	REVNO	DATE	DESC.	HB	CHRD.	HB
				ORAL	HB		
SCALE AS SHOWN							

RECORDED ON THE DAY OF THE
RECORDING OF THE DEED IN THE
OFFICE OF THE CLERK OF THE
COURT OF THE COUNTY OF
SANTA FE, NEW MEXICO.



1
A3-2



EXISTING REAR SIDE ELEVATION
DATE 1/4/18