

**DRAFT MINUTES
VILLAGE OF HINSDALE
ZONING AND PUBLIC SAFETY COMMITTEE MINUTES
MONDAY, FEBRUARY 28, 2011
MEMORIAL HALL
7:30 p.m.**

Present: Chairman Williams, Trustee Angelo, Trustee Schultz,

Absent: Trustee LaPlaca

Also Present: Robert McGinnis, Community Development Director/Building Commissioner; Bradley Bloom, Chief of Police; Mike Kelly, Fire Chief; Sean Gascoigne, Village Planner

Trustee Williams called the meeting to order at 7:30 p.m.

Minutes – January 24, 2011

Trustee Shultz moved to approve the minutes for January 24, 2010 meeting. Trustee Angelo seconded. The motion passed unanimously.

Monthly Reports – January 2011

Police Department

Chief Bloom summarized efforts to improve the visibility of the pedestrian crosswalk located at Hinsdale Ave by the Main Train Depot following questions raised by Trustee Angelo at the previous ZPS meeting. A discussion was held amongst the Committee regarding additional signage, reflective street striping and line of sight issues.

Fire Department

No report was given.

Community Development

No report was given.

Request for Board Action

Approve an Ordinance Authorizing a Variation from Subsection 3-110(F1) for the Construction of a Detached Garage at 217 Ravine Road

Trustee Schultz motioned to recommend approval of an Ordinance Authorizing a Variation from Subsection 3-110(F1) for the Construction of a Detached Garage at 217 Ravine Road. Trustee Angelo seconded. The motion passed unanimously.

Approve an Ordinance Amending Article VI (Office districts), Section 6-106 (Special Uses), of the Village of Hinsdale Zoning code, to allow Real Estate Offices, with a Maximum of 10 Agents, in the 0-1 specialty Office District as Special Uses, And;

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

Trustee Schultz motioned to recommend approval of an Ordinance Amending Article VI (Office districts), Section 6-106 (Special Uses), of the Village of Hinsdale Zoning code, to allow Real Estate Offices, with a Maximum of 10 Agents, in the 0-1 specialty Office District as Special Uses, And; Approval of an Ordinance Approving a Special Use Permit to Allow a Real Estate Office, With a Maximum of 10 Agents, for the Property Located at 22 N. Lincoln Street. Trustee Angelo seconded. The motion passed unanimously.

Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for Replacement and Repair of Certain Shelters at the Property Located at 5891-5911 South County Line road (KLM Park)

Trustee Schultz motioned to recommend approval of an Ordinance Approving Site Plans and Exterior Appearance Plans for Replacement and Repair of Certain Shelters at the Property Located at 5891-5911 South County Line road (KLM Park). Trustee Angelo seconded. The motion passed unanimously.

Approve an Ordinance Amending Article IX (District Regulations of General Applicability), Section 9-104 (Off Street Parking), Subsection F (Residential Use Requirements), Subsection 3 (Parking and Driveways for Residential Uses), Subsection (C) (Widths) of the Hinsdale Zoning Code.

Trustee Schultz motioned to recommend approval of an Ordinance Amending Article IX (District Regulations of General Applicability), Section 9-104 (Off Street Parking), Subsection F (Residential Use Requirements), Subsection 3 (Parking and Driveways for Residential Uses), Subsection (C) (Widths) of the Hinsdale Zoning Code. Trustee Angelo seconded. The motion passed unanimously.

Washington Square Presentation to Committee

Members of the Washington Square Board of Directors asked to speak to the Committee regarding the disposition of the property and introduce Mitch Hamblet of Eden Supportive Living. Eden presently has a contract on the property pending zoning approval. The Board of Directors felt that this proposal has real merit and would be a good fit in the location.

After a brief discussion and presentation by Eden Supportive Living, discussion focused on the entitlement process and what steps the Board of Directors and/or the applicant would need to take to gain approval for the change of use. Prior approvals were strictly limited to senior living while the new use would be for an assisted living use for those individuals in the 22-64 year range with physical disabilities.

Adjournment

With no further business to come before the Committee, Trustee Williams adjourned the meeting at 8:15 p.m.

Respectfully Submitted,



Robert McGinnis, MCP

Director of Community Development/Building Commissioner



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7000
121 N. W. SYMONDS DRIVE

FIRE AND POLICE SERVICES MONTHLY REPORT

February 2011



***Hinsdale Fire Department
Monthly Report
February 2011***



Emergency Response

In February, the Hinsdale Fire Department responded to a total of 238 requests for assistance for a total of 441 responses this calendar year. There were 47 simultaneous responses and 6 train delays this month. The responses are divided into three (3) basic categories as follows:

<i>Type of Response</i>	<i>February 2011</i>	<i>% of Total</i>	<i>February 2010</i>
Fire: (Includes activated fire alarms, fire and reports of smoke)	102	42.9%	48
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	90	37.8%	78
Emergency: (Includes calls for hazardous conditions, rescues, service calls and extrications)	46	19.3%	44
Simultaneous: (Responses while another call is on- going. Number is included in total)	47	19.7%	40
Train Delay: (Number is included in total)	6	2.5%	7
Total:	238	100%	170

Year to Date Totals

Fire: 189 Ambulance: 180 Emergency: 72

2011 Total: 441

2010 Total: 369

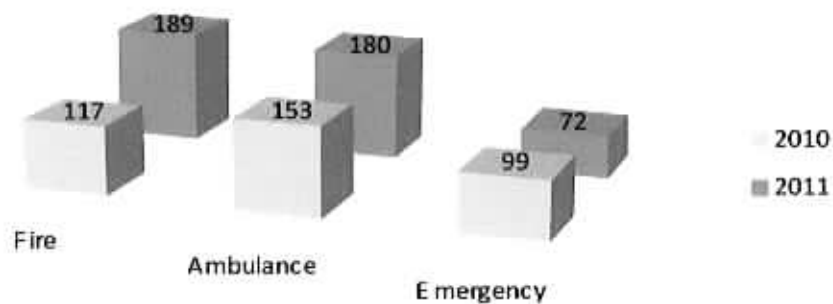


Hinsdale Fire Department Monthly Report February 2011

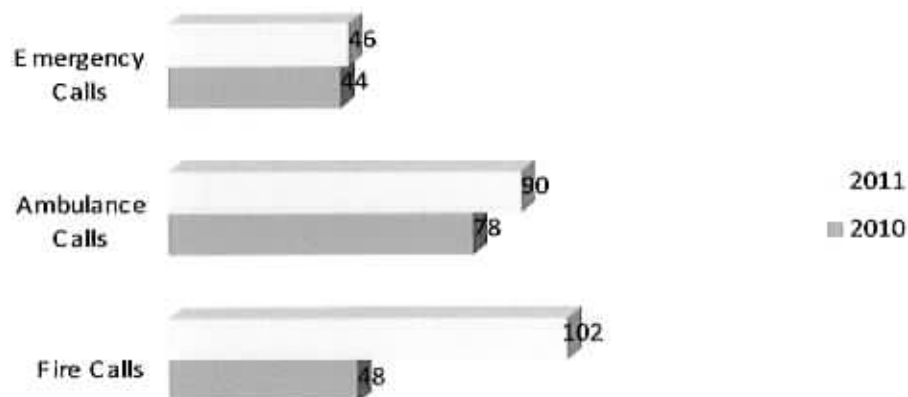


Emergency Response

Type of Responses Year to Date



Total Calls for February



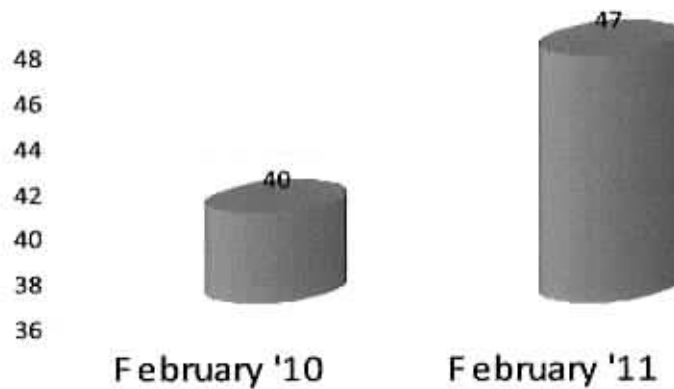


***Hinsdale Fire Department
Monthly Report
February 2011***

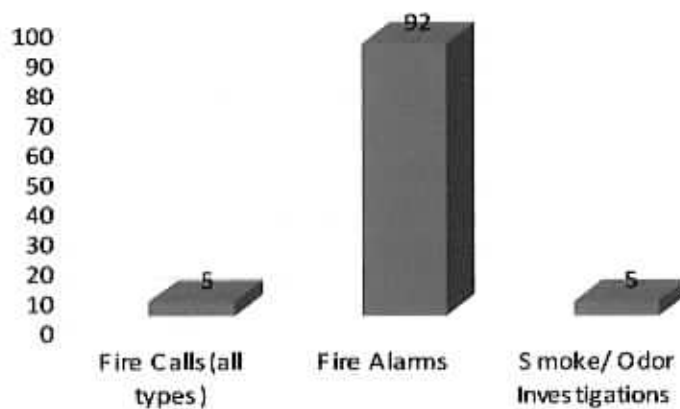


Emergency Response

Simultaneous Calls



Distribution of Fire Related Calls



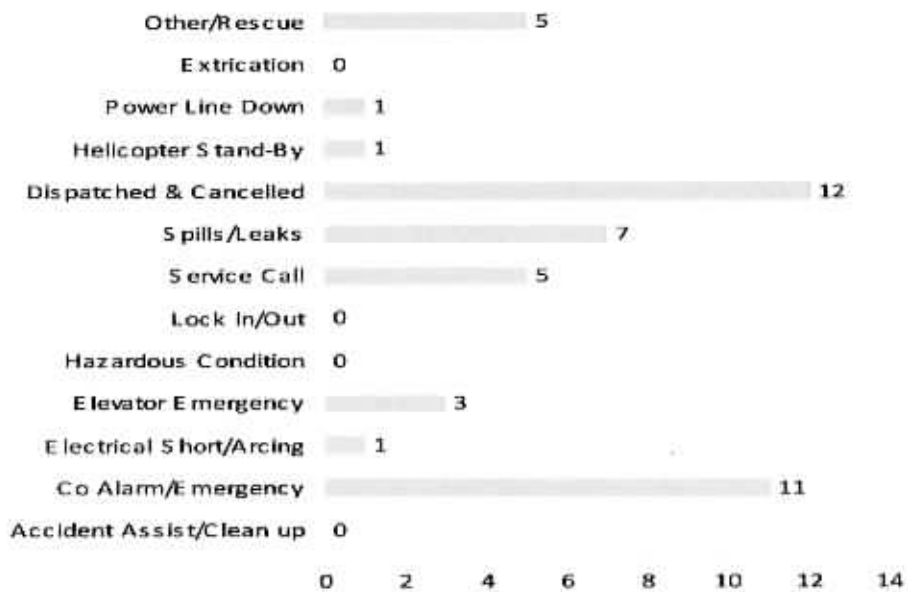


Hinsdale Fire Department Monthly Report February 2011

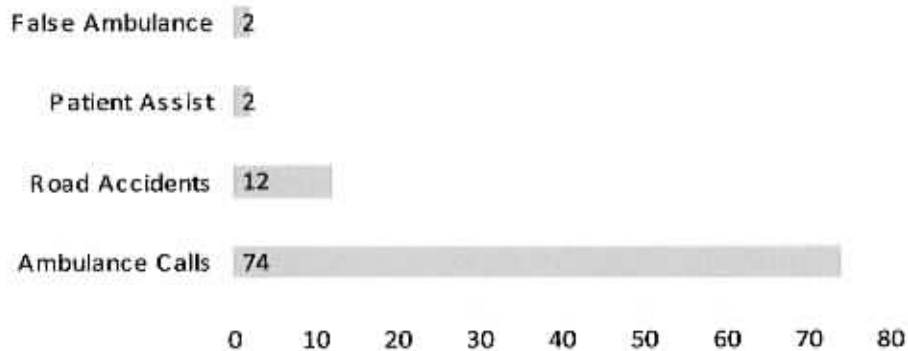


Emergency Response

Distribution of Emergency Related Calls



Distribution of EMS Related Calls





***Hinsdale Fire Department
Monthly Report
February 2011***



Incidents of Interest

- On February 9th, the Department responded to the report of a vehicle fire on I-294. On arrival, the fire was extinguished.
- On February 13th, the Department responded to assist the Tri-State Fire Protection District for their Hazardous Materials incident.
- On February 18th, the Department responded to assist the Tri-State Fire Protection District for a fire on the roof of a commercial building on 75th Street.
- On February 20th, the Department responded with a fire investigator to assist the Lyons Fire Department with their house fire. This was a coordinated response of the Division 10 Fire Investigation Team.
- On February 21st, the Department responded to the 200 block of north Quincy for the report of a kitchen fire. On arrival, the cause of the fire was due to food on the stove. There was no damage, members assisted in removing smoke from the house.
- On February 22nd, the Department responded to Ogden and Monroe for a multi-vehicle crash. Transported several victims. Clarendon Hills' ambulance assisted at the scene.
- On February 24th, the Department responded to Rte. 83 and Ogden for the multi-vehicle crash. Several victims were transported to Hinsdale Hospital. Clarendon Hills' ambulance assisted at the scene.
- On February 28th, the Department responded to the Monroe St. RR crossing for a brush fire. The fire was extinguished with minor damage. The cause of the fire was the result of replacing a section of rail earlier in the day.



Hinsdale Fire Department Monthly Report February 2011



Training/Events

In February, the members of the Hinsdale Fire Department continued their scheduled fire and EMS training.

Training highlights for the month of February consisted of:

- Several members of the Department received recognition by the State for successfully completing various fire service related courses as listed below:
 - FF/PM Ziemer- Leadership III
 - FF/PM Tullis- Fire Officer I
- Members trained on a extrication techniques using cars that were provided by Chariot towing. Members were able to practice with the new Genesis extrication tool and review patient packaging techniques for accident victims.
- Members reviewed the protocols for small engine care of department equipment and reviewed fire pump and apparatus maintenance procedures.
- Technical rescue awareness was discussed on all shifts.
- Members reviewed the policies and procedures related to incident command, firefighter accountability procedures on the emergency scene and procedures on emergency driving..
- Paramedics participated in the monthly continuing education. The topic was prescription medications and there use in common illness and disease. Members also reviewed the common side effects and treatment in an overdose situation. All paramedics successfully completed the monthly quiz on this topic.
- Members of the Technical Rescue team and Haz-Mat team participated in their monthly drill through Division 10.



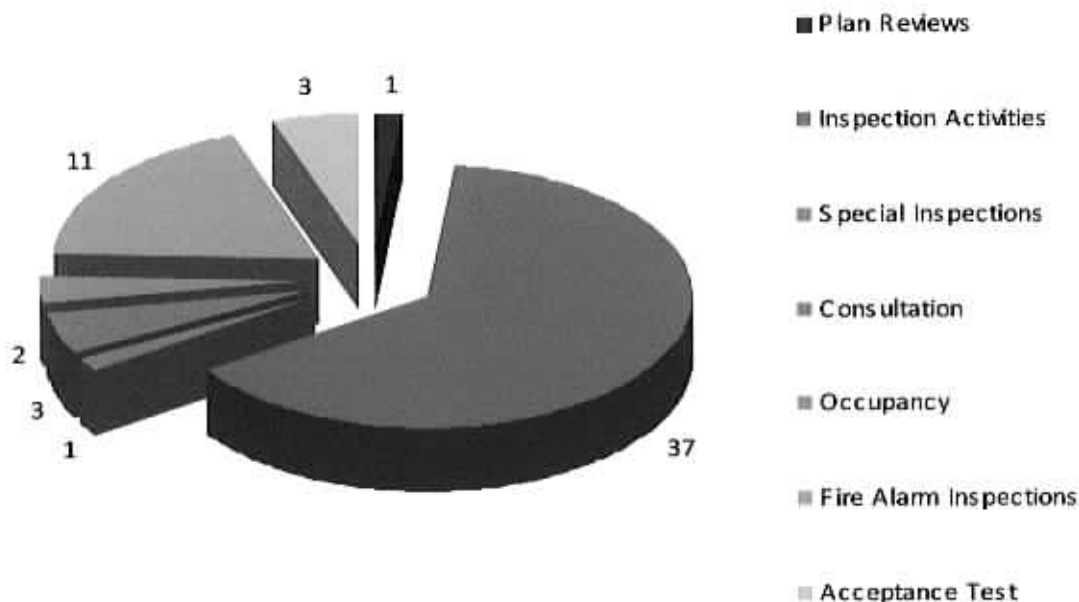
Hinsdale Fire Department Monthly Report February 2011



Prevention Activities

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.

Prevention Activities in February



Fire Prevention/Safety Education:

- Assistant Chief McElroy attended the Illinois State Fire Marshal's planning session for the school fire inspection program
- Assistant Chief McElroy attended the District 181 Crisis Plan meeting
- Assistant Chief McElroy attended the DuPage County disaster drill tabletop
- Assistant Chief McElroy attended a Risk Watch seminar on public education
- A public CPR class was held on February 8th

Inspection Fees forwarded to the Finance Department:

• Inspections	\$4350.00		
• Re-Inspections	\$75.00		
Total inspection fees:	\$4425.00	Fiscal YTD:	\$24,535.00



Hinsdale Fire Department Monthly Report February 2011



The Survey Says...

Each month, the department sends out surveys to those that we provide service to. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

Customer Service Survey Feedback:

We received 25 responses in the month of February with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes- 24/25

No Reply- 1/25

Was the quality of service received-

"Higher" than what I expected- 22/25

"About" what I expected- 2/25

No Reply- 1/25

Miscellaneous Comments:

"Dear Chief Kelly and members of the Hinsdale Fire Department, My children and I have just returned from saying our last goodbye to my husband of nearly 60 years. We will never forget your great care of him in the many emergency calls and most especially this last one. God bless you all"

"I was out of town on business during the recent blizzard, our power went out and our CO monitor went off during the 12 hour power outage while my 7 month pregnant wife and our 2 year old were home. The response by HFD personnel was above and beyond. Each member of the responders was courteous, professional and efficient. They are all outstanding public servants. Be safe!"



POLICE SERVICES MONTHLY REPORT

February 2011

PRESENTATIONS FEBRUARY 2011

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

February 1, 8, 15, 22	12 classes	The Lane School
February 7, 14, 28	9 classes	St. Isaac Jogues
February 4, 11, 18, 18	16 classes	Monroe School
February 9, 16, 23	12 classes	Madison School
February 7, 14, 28	9 classes	Oak School

A 13-week **D.A.R.E. Program** is presented in all fifth grade classrooms in Hinsdale Public Schools and in sixth grade classrooms in the Hinsdale Parochial Schools. Topics include making good decisions, consequences and alcohol, drug, tobacco awareness and resistance.

V.E.G.A. (VIOLENCE EDUCATION GANG AWARENESS)

February 3, 10, 17, 24	20 classes	Hinsdale Middle School
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V.E.G.A. is a six-lesson program presented in sixth grade classrooms in Hinsdale public schools and in seventh grade at Hinsdale parochial schools. The program deals with problem solving without violence and avoiding gang activities.

On February 3, 2011, Officer Coughlin gave a station tour to a group of Cub Scouts from St. Isaac Jogues School. Officer Coughlin answered many questions and spoke about safety and respect.

On February 9, 2011, Officers Coughlin and Rauhen attended the DJOA board meeting in Wheaton. Topics covered were meeting/training places, upcoming trainings and board meetings, membership, website and topics for the fall conference training.

On February 10, 11, 22, 23, 24, and 25, 2011, Officer Rauhen worked in patrol to cover the street for officers who were in a Use of Force Training class.

On February 10, 2011, Officer Coughlin attended a Peer Jury coordinator's meeting at Downers Grove Township. Topics covered were bailiff duties, status of cases, tracking offender's progress and the training and swearing in of new jurors.

On February 15, 2011, Officer Coughlin gave a personal safety presentation to a group of nurses at RML Specialty Hospital. Topics covered were safety when arriving and leaving work, safety in neighborhoods where they travel for work, when shopping, running or walking in your neighborhood, and lastly identity theft.

On February 15, 2011, Officer Coughlin gave a station tour to a group of third grade Cub Scouts from Madison School. Officer Coughlin spoke about the role of a police officer, safety tips and respect.

On February 16, 2011, Officer Coughlin attended the newly formed District 181 School Allergy Committee at Elm School.

On February 16, 2011, Officer Rauhen attended a meeting in Oak Brook Terrace presented by ICE, Immigration and Customs Enforcement. The meeting was about computer forensics and illegal search and seizures of digital equipment.

On February 16, 2011, Officer Coughlin attended the District 181 Safety Committee meeting at Elm School. Topics covered were Monroe School's lunchtime evacuation, safe route to school, medical emergencies on the bus, and traffic issues at 60th & Garfield Street.

On February 17, 2011, Officer Coughlin spoke to a group of Daisy Girl Scouts at Monroe School about the role of a police officer, respect towards adults and police officers, safety tips and answered many questions from the girls.

On February 17, 2011, Officer Rauhen met with a State's Attorney at DuPage County Court House reference a case he is working on.

On February 19, 2011, Officer Coughlin, Officer Talerico from Clarendon Hills Police Department and Officer Zuccherro from Burr Ridge Police Department hosted the 13th annual D.A.R.E. Lock-In at HCHS. More than 435 students attended the overnight event from the three towns. The students learned that they can have fun staying up and away from home, without participating in alcohol, drugs, tobacco and violence. The students played basketball, tug-of-war, jumped in inflatables, climbed the rock wall and participated in the obstacle course, played rock band and danced to music. There also was a jello eating contest, relay races, soccer and football. Everyone received a t-shirt on the way out and had a great time.

On February 23, 2011, Officer Coughlin attended the D.J.O.A. meeting in Wheaton. Speakers were Nancy Wilson, head of the Juvenile Division, State's Attorney Office, and Judge Robert Anderson who is the new presiding Judge of Juvenile Court. They spoke about their respected positions, gave advice on navigating the juvenile system and answered many questions from officers.

On February 24, 2011, Officer Coughlin gave a Stranger Danger presentation to a group of students at The Community House. Officer Coughlin spoke about safety at home, school, knowing your phone number and address, and how to avoid strangers.

On February 24, 2011, Officer Coughlin attended the Peer Jury swearing in at Downers Grove Village Hall. Officer Coughlin spoke with the new jurors and their parents and participated in mock cases for the audience.

On February 25, 2011, Officer Coughlin attended the quarterly I.J.O.A. meeting at Matteson Police Department. Topics covered were the upcoming I.J.O.A. State Conference in Matteson in June 2011, forming new committees, scholarships and sending out a web newsletter.

On February 25, 2011, Officer Coughlin visited Hinsdale Furriers and spoke with the owner about safety issues at the store. Officer Coughlin went over crime prevention tips and suggested looking into cameras, mirrors, theft detection devices and training the staff about theft and shoplifting. The owner will contact Officer Coughlin in the near future to do a presentation to the entire staff at the store.

On February 4, 11, 18, 25, 2011, Officer Coughlin walked the Business District monitoring the behavior of middle school students. Officer Coughlin spoke with teens, shoppers, business owners and handled any incidents related to the students.

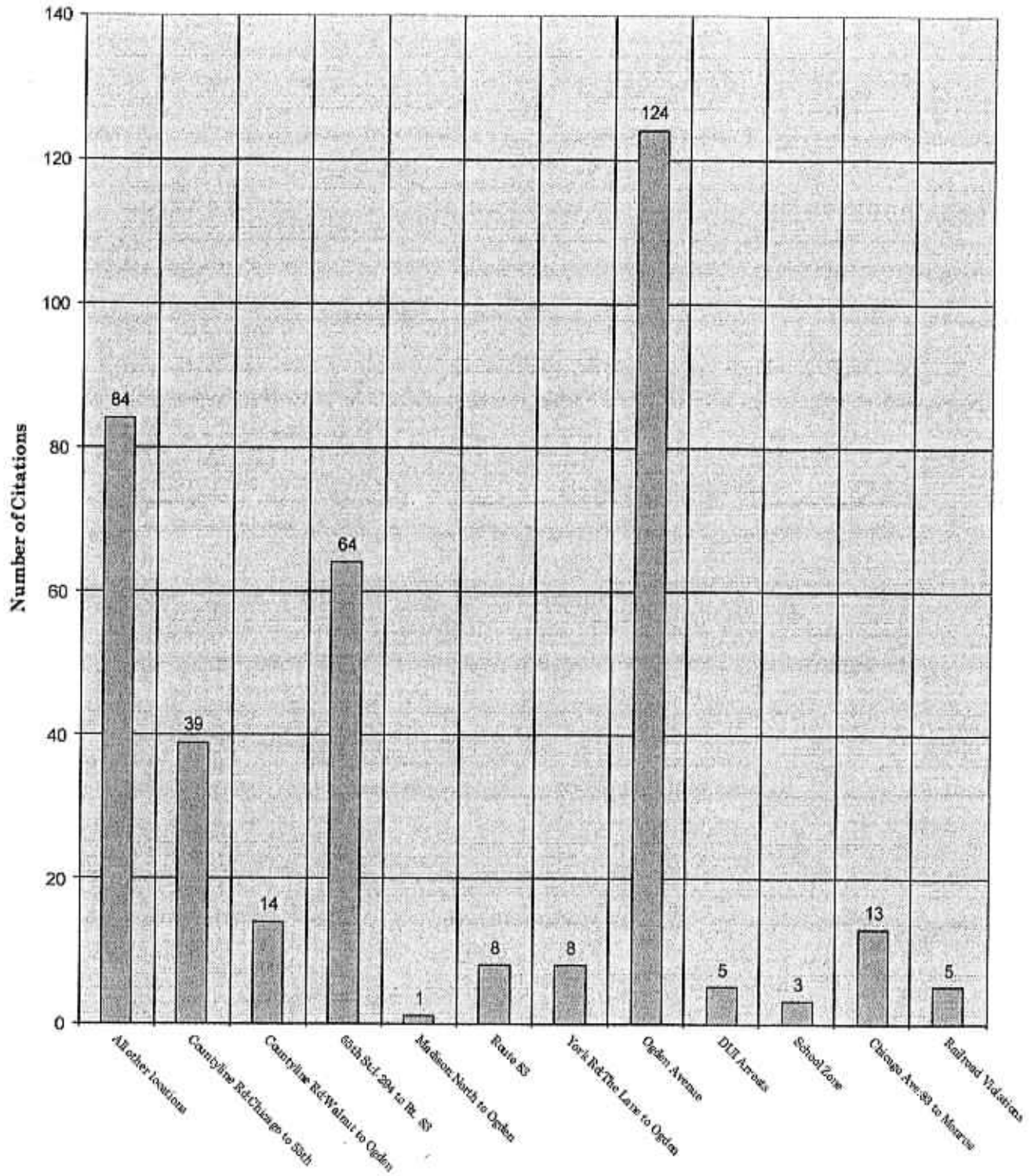
On February 23, 2011 Officer Coughlin supervised one high school student completing community service work.

Submitted by:

Michael Coughlin
Dare/Crime Prevention/Juvenile

Joseph Rauhen
Juvenile Officer/Detective

Hinsdale Police Department
Selective Enforcement Citation Activity
 February 2011



TRAFFIC ENFORCEMENT

FEBRUARY 2011

<i>* Includes Citations and Warnings</i>				
	This Month	This Month Last Year	YTD	Last YTD
Speeding	113	152	289	303
Disobeyed Traffic Control Device	25	34	48	64
Improper Lane Usage	44	18	79	50
Insurance Violation	17	18	34	38
Registration Offense	30	17	60	31
Seatbelt Violation	40	13	64	19
Stop Signs	42	43	80	87
Yield Violation	14	10	25	25
No Valid License	4	2	7	7
Railroad Violation	4	2	6	2
Suspended/Revoked License	4	2	11	6
Other	78	104	199	230
Totals	415	415	902	862

Investigations Division Summary

February 2011

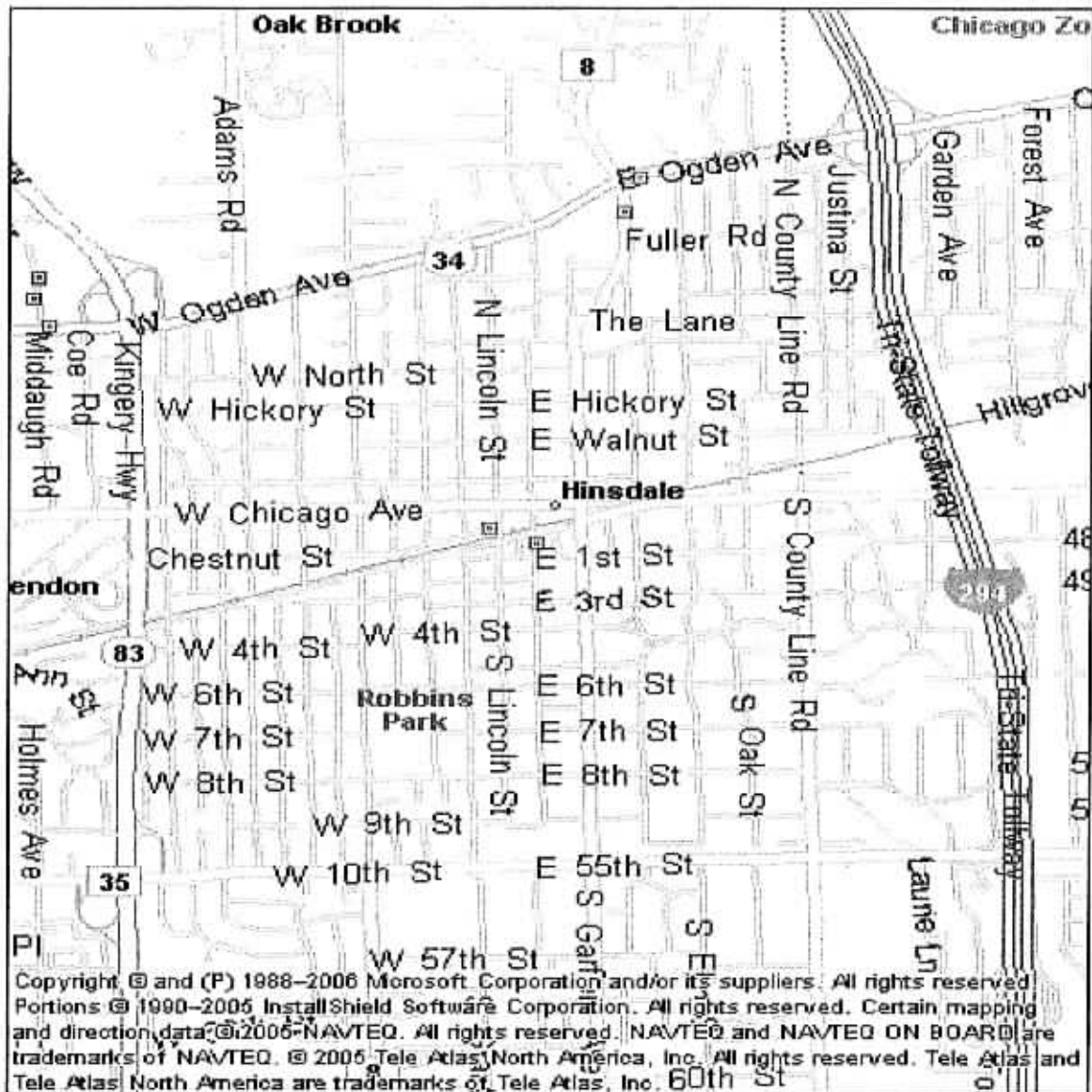
- On February 28, 2011, Hinsdale Investigators were assigned to search for a missing suicidal 28-year-old Hinsdale man. A family member had called the police department indicating personal belongings had been left behind, along with two "goodbye" letters. Through a series of interviews and phone number checks, it was determined that the subject was at a home in Westchester. Hinsdale Investigators then contacted Westchester Police Department, who located the male. The male was eventually transported to a hospital for an evaluation.

Submitted by:

Erik Bernholdt
Detective Sergeant

BURGLARIES

FEBRUARY 2011



Burglaries from Motor Vehicles—None



Burglaries—None



Residential Burglaries—None

MONTHLY OFFENSE REPORT

FEBRUARY 2011

CRIME INDEX	This Month	This Mo. Last Yr.	Yr. to Date	Last Yr. to Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	0	0
3. Robbery	0	0	0	0
4. Assault and Battery, Aggravated	0	0	0	1
5. Burglary/Residential	0	2	3	3
6. Theft	7	12	18	22
7. Auto Theft	0	0	1	0
8. Arson	0	0	0	0
TOTALS	7	14	22	26

SERVICE CALLS SUMMARY—FEBRUARY 2011

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	0	0	0
Robbery	0	0	0	0	0
Assault/Battery	3	0	4	1	300
Domestic Violence	8	10	17	15	13
Burglary	0	0	0	0	0
Residential Burglary	0	2	3	2	50
Burglary from Motor Vehicle	0	0	3	1	200
Theft	5	9	12	17	-29
Retail Theft	2	4	2	4	-50
Identity Theft	1	2	3	4	-25
Auto Theft	0	0	1	0	100
Arson/Explosives	0	0	0	0	0
Deceptive Practice	2	0	2	1	100
Forgery/Fraud	1	3	2	3	-33
Criminal Damage to Property	6	4	10	6	67
Criminal Trespass	1	1	1	5	-80
Disorderly Conduct	1	5	3	10	-70
Harassment	3	10	8	18	-56
Death Investigations	0	0	0	2	-100
Drug Offenses	1	8	5	13	-62
Minor Alcohol/Tobacco Offenses	2	3	2	6	-67
Juvenile Problems	17	19	31	33	-6
Reckless Driving	1	2	2	7	-71
Hit and Run	10	6	15	9	67
Traffic Offenses	5	5	14	9	56
Motorist Assist	81	18	118	48	146
Abandoned Motor Vehicle	3	0	4	1	300
Parking Complaint	14	17	26	32	-19
Auto Accidents	62	58	119	112	6
Assistance to Outside Agency	35	7	64	25	156
Child Seat Inspections	0	1	0	3	-100
Traffic Incidents	0	7	0	11	-100
Well-being Check	0	8	0	16	-100
Noise complaints	13	2	29	7	314
Vehicle Lockout	32	29	61	55	11
Fire/Ambulance Assistance	178	80	324	176	84
Alarm Activations	65	64	147	145	1
Open Door Investigations	3	2	5	7	-29
Lost/Found Articles	7	10	18	16	13
Runaway/Missing Persons	3	2	4	4	0
Suspicious Auto/Person	36	36	96	81	19
Disturbance	13	10	20	22	-9
911 hangup/misdial	0	21	0	40	-100
Animal Complaints	24	25	45	47	-4
Citizen Assists	61	14	100	34	194
School Crossings	6	46	8	99	-92
Solicitors	0	0	0	3	-100
Community Contacts	1	28	2	52	-96
Curfew/Truancy	3	3	4	3	33
Other	98	34	178	88	102
TOTALS	807	615	1512	1293	17

Training Summary February 2011

- All officers completed their monthly legal update. Topics included: **Legal Basis — Arrest or Search.**
- All sworn officers completed **Use of Force Training.** The training focuses on Taser, Less Lethal, Expandable Baton and OC. This training, conducted by Officer Hayes, was an eight-hour block.
- February 1 & 15, 2011—Officers Hayes and Lillie attended their monthly **SWAT training.**
- February 15, 2011—Sergeant Bernholdt successfully completed four hours of training, entitled "**Criminal Intelligence Systems Operating Policies.**" This was sponsored by the Institute for Intergovernmental Research.
- February 16, 2011—CSO Miller attended the **Willowbrook Wildlife Center's Annual Urban Wildlife Workshop.** Topics included were Living with Wildlife, current disease trend information, reptile overview, and animal handling demonstrations.
- February 17, 2011—Chief Bloom and Deputy Chief Simpson attended the **IPELRA's Employment Law Seminar.**
- February 17, 2011—Officer Keller attended a seminar on **Sexting a Proactive Law Enforcement Response** sponsored by the Suburban Law Enforcement Academy.
- February 23-24, 2011—Deputy Chief Wodka has successfully completed a course of instruction in **Objective Pre-Employment Interviewing,** sponsored by Stanley M. Slowik, Inc., Interviewing Design and Training Consultant.
- February 24 & 25, 2011—All sworn officers completed roll call training on **Dealing with Mental Illness.**

Submitted by:

Mark Mandarino, Sergeant
Training Coordinator

February 2011 Collision Summary

All Collisions at Intersections			
LOCATION	This Month	Last 12 Months	Last 5 Years
County Line Rd. & Ogden	2	10	51
County Line Rd. & The Lane	1	1	3
Elm & Ogden	1	5	20
Garfield & 55th	1	3	27
Garfield & BNRR	1	1	7
Garfield & Fifth	1	1	1
Madison & Chestnut	1	2	5
Monroe & Chestnut	1	1	10
Monroe & Ogden	1	9	64
Oak & The Lane	1	1	4
Rt. 83 & Ogden	1	4	59
Washington & Maple	1	4	7
York & Fuller	1	2	8
TOTALS	14	44	266

Right-Angle Collisions at Intersections			
<i>Collisions of this type are considered when reviewing MUTCD Warrants</i>			
LOCATION	This Month	Last 12 Months	Last 5 Years
County Line Rd. & Ogden	1	5	16
County Line Rd. & The Lane	1	1	3
Garfield & Fifth	1	1	1
Madison & Chestnut	1	1	3
Monroe & Chestnut	1	1	7
Monroe & Ogden	1	4	34
Oak & The Lane	1	1	3
Rt. 83 & Ogden	1	1	3
Washington & Maple	1	4	6
York & Ruller	1	1	1
TOTALS	10	20	77

Contributing Factors and Collision Types

Contributing Factors:		Collision Types:	
Failure to yield	12	Private property	11
Improper backing	8	Hit and run	6
Failure to reduce speed	10	Crashes at intersections	20
Following too closely	0	Personal injury	9
Driving skills/ knowledge	2	Pedestrian	0
Improper passing	3	Bicyclist	0
Too fast for conditions	2	Other	12
Improper turning	1		
Disobeyed traffic control device	1		
Improper lane usage	1		
Had been drinking	0		
Weather related	8		
Vehicle equipment	1		
Unable to determine	5		
Other	4		
TOTALS	58	TOTAL CRASHES	58

Manual on Uniform Traffic Control Devices Warrants

February 2011

The following warrants should be met prior to installation of a **two-way** stop sign:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. Street entering a through highway or street;
3. Unsignalized intersection in a signalized area; and/or
4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a **Multiway** stop sign:

1. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multiway stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
3. Minimum volumes:
 - a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;
2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a **Yield** sign:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is not necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

PARKING CITATIONS—FEBRUARY 2011

PARKING CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	<i>Commuter Permit</i>	14	39	45	67
Highland Lot	<i>Commuter Permit</i>	0	10	0	24
Village Lot	<i>Commuter Permit</i>	45	47	60	80
Washington Lot	<i>Merchant Permit</i>	25	47	68	86
Hinsdale Avenue	<i>Parking Meters</i>	178	352	466	605
First Street	<i>Parking Meters</i>	168	394	499	644
Washington Street	<i>Parking Meters</i>	262	52	572	840
Lincoln Street	<i>Parking Meters</i>	21	38	64	56
Garfield Lot	<i>Parking Meters</i>	72	136	199	229
Other		295		665	
TOTALS		1,080		2,638	

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	678	1,477	1,776	2,351
HANDICAPPED PARKING	3	3	8	10
NO PARKING 7AM-9AM	17	122	41	269
NO PARKING 2AM-6AM	111	79	185	79
PARKED WHERE PROHIBITED BY SIGN	28	49	92	101
NO VALID PARKING PERMIT	50	56	57	115
TOTAL PARKING VIOLATIONS	887	1,786	2,159	2,945
Vehicle Violations				
VILLAGE STICKER	51	27	99	84
REGISTRATION OFFENSE	47	34	183	118
VEHICLE EQUIPMENT	36	11	74	18
TOTAL VEHICLE VIOLATIONS	134	72	356	220
Animal Violations	3	4	14	6

Youth Bureau Summary February 2011

On February 4, 2011, Hinsdale Central School Resource Officer arrested a male juvenile for Disorderly Conduct. The student attempted to urinate into a garbage can during a lunch period in the cafeteria at HCHS. He was observed trying to do so by a Student Supervisor and was stopped. The juvenile was arrested and directed to appear in court.

On February 4, 2011, a patrol officer stopped a vehicle for operating without headlights. When speaking with the occupants, the officer noticed a strong odor of alcohol coming from within the car. The female driver and the female passenger admitted to drinking and were taken into custody. The driver was charged with DUI-Zero Tolerance and sent to court. The passenger was charged with Unlawful Use of Alcohol by Person Under 21 and sent to Peer Jury.

On February 5, 2011, a patrol officer stopped a vehicle for improper lane usage. When speaking with the male driver, the officer noticed a strong odor of alcohol coming from within the car. There were four female passengers in the car in addition to the driver. The driver and one passenger passed sobriety tests. Three female passengers were arrested for Unlawful Use of Alcohol by Persons Under 21. One passenger was also charged with Possession of Cannabis. All three minor females were sent to court.

On February 10, 2011, Hinsdale Central School Resource Officer arrested a male juvenile for School Curfew. He was issued a Violation of School Curfew Notice for his first violation and received a Station Adjustment. On February 28, 2011, Hinsdale Central School Resource Officer arrested the same male juvenile for School Curfew. The juvenile's parent called to say the juvenile would not go to school. The officer responded to the residence and the juvenile agreed to go to school and his parent drove him to school. The male juvenile was sent to court for the second violation.

On February 12, 2011, a male juvenile was intoxicated and lost trying to walk home. The juvenile was knocking on doors. He was taken into custody and charged with Unlawful Use of Alcohol. When the juvenile was released to his mother, he ran from her car and she called 911. Officers had to search for the juvenile and he was eventually found. The officers escorted the juvenile back to his house. The male juvenile was sent to Peer Jury.

On February 17, 2011, Hinsdale Central School Resource Officer arrested a female juvenile for Fighting. The female juvenile was having a verbal dispute which led to a physical fight in the gymnasium at HCHS before school. The female juvenile was sent to court.

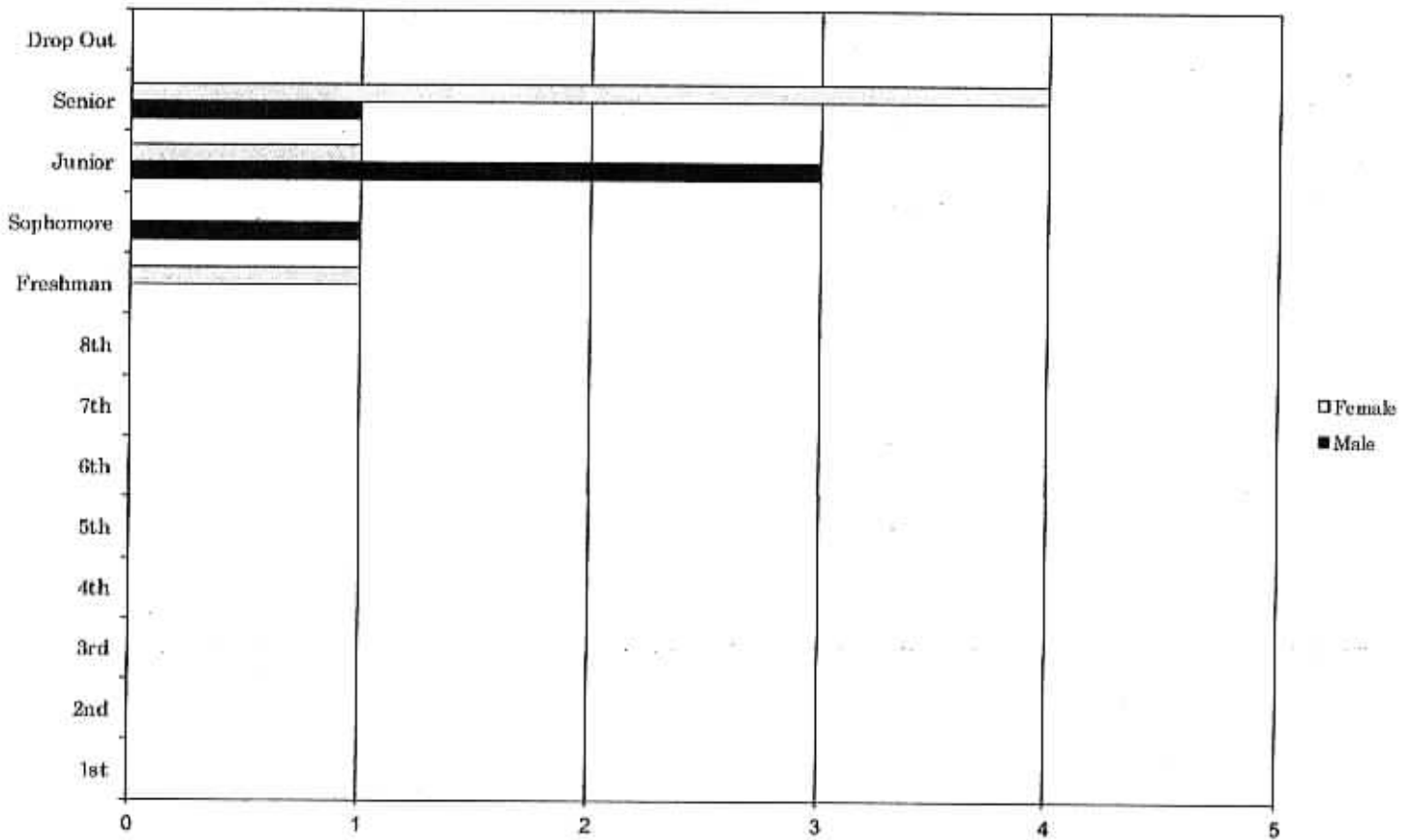
On February 25, 2011, a patrol officer stopped a vehicle for speeding. When speaking with the female juvenile driver, the officer noticed an open and partial 30 pack of beer in the rear cargo area. When speaking with a male juvenile passenger, the officer noticed a strong odor of an alcoholic beverage and observed glassy eyes on the male juvenile passenger. In the rear passenger seat where the male juvenile was seated, the officer found a clear plastic bag containing a green plantlike substance. The female juvenile was arrested and charged with Unlicensed Driving Due to Curfew, Operation of Uninsured Motor Vehicle, Speeding and Unlawful Use of Alcohol. The female juvenile will appear in field court. The male juvenile was arrested and charged with Unlawful Use of Alcohol and Possession of Cannabis. The male juvenile will appear in field court.

Submitted by:

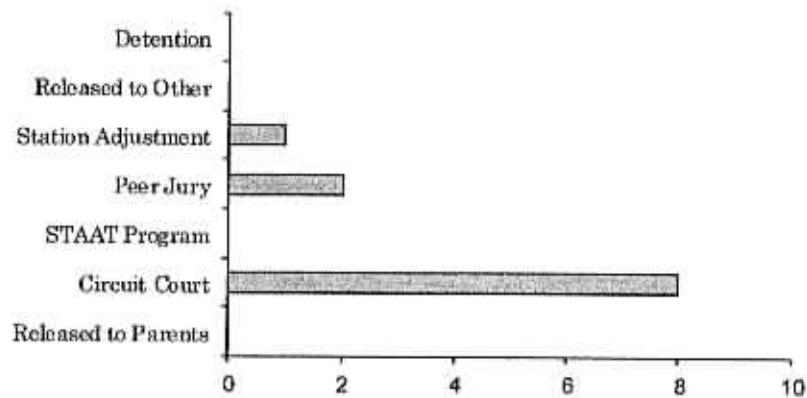
Joseph Rauen
Detective/Youth Officer

Hinsdale Police Department Juvenile Monthly Report February 2011

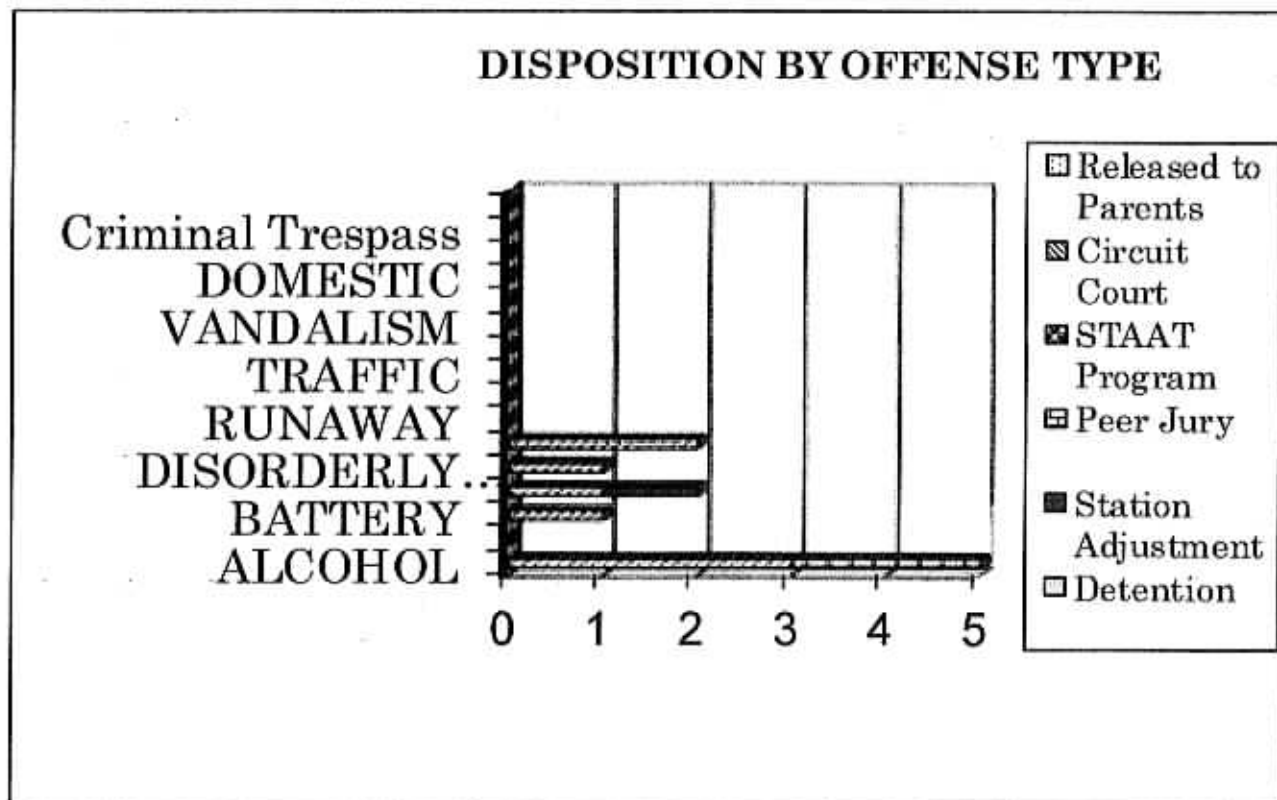
AGE AND SEX OF OFFENDERS



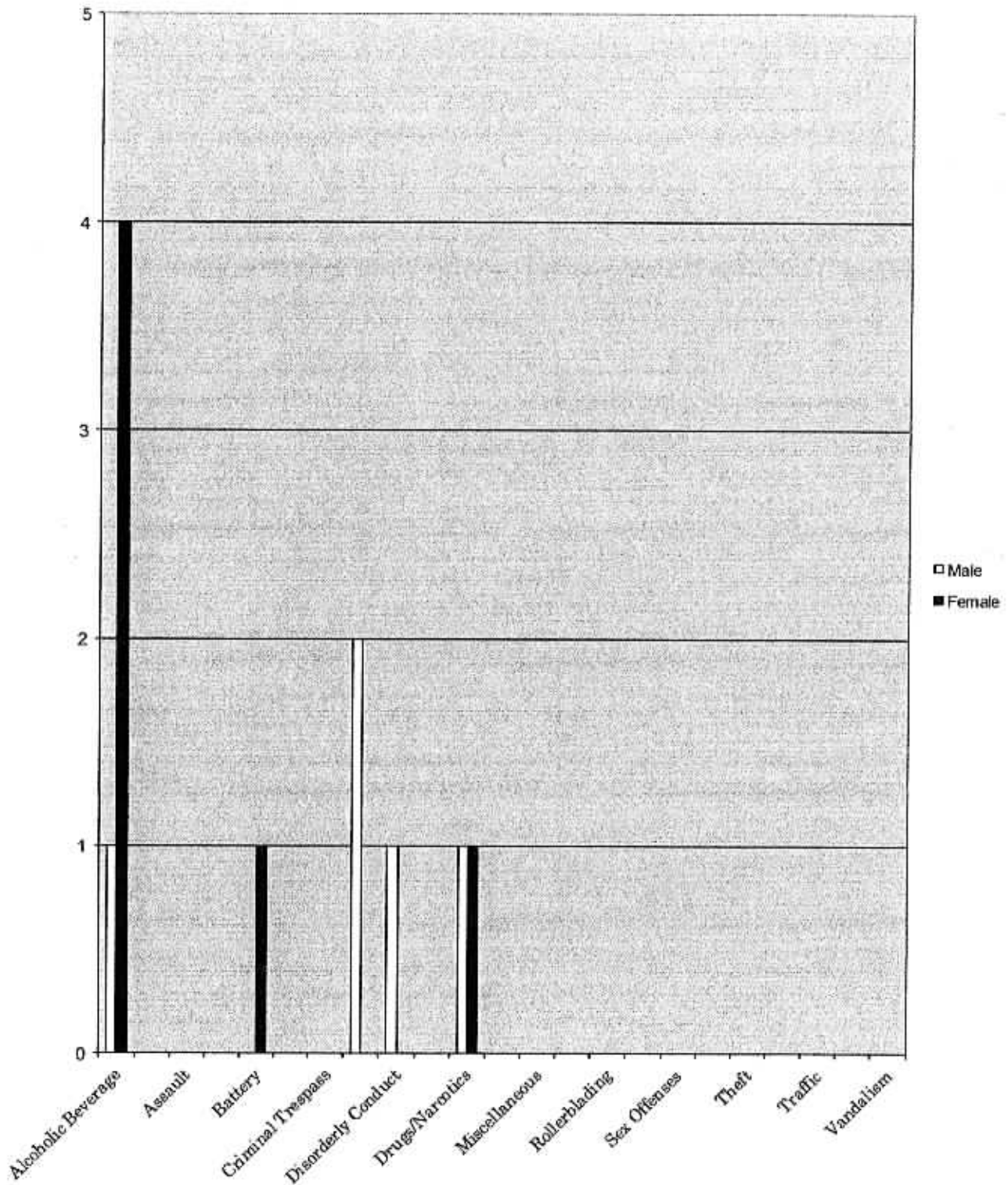
DISPOSITION OF CASES



Hinsdale Police Department
 Juvenile Monthly Report
 February 2011 (continued)




Hinsdale Police Department
Juvenile Monthly Offenses Total Offenses by Offense Type
 February 2011



Memorandum

To: Chairman Williams and Public Safety Committee

From: Robert McGinnis MCP, Community Development Director/Building Commissioner 

Date: March 17, 2011

Re: **Community Development Department Monthly Report-February 2011**

In the month of February the department issued 35 permits including 2 new single family homes and 1 demolition permit. Revenue for the month came in at just over \$52,000. 286 inspections were done during the month and plan review turnaround is running between two and three weeks.

There are approximately 80 applications in house including 7 single family homes and 4 commercial alterations. There are 43 permits ready to issue at this time.

The Engineering Division has continued to work with the Building Division in order to complete site inspections, monitor current engineering projects, support efforts to obtain additional state and federal funding, and respond to drainage complaint calls. In total, 61 inspections were performed for the month of February by the division.

We currently have 43 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT - February 2011

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	2	1	\$ 11,671.00		
New Multi Family Homes	0	0	\$ -		
Residential Addns./Alts.	5	9	\$ 11,677.60		
Commercial New	0	0	\$ -		
Commercial Addns./Alts.	2	2	\$ 2,625.30		
Miscellaneous	4	7	\$ 12,432.00		
Demolitions	1	2	\$ 3,000.00		
Total Building Permits	14	21	\$ 41,405.90	\$ 815,803.85	\$ 486,921.00
Total Electrical Permits	10	11	\$ 3,990.00	\$ 124,334.00	\$ 54,998.00
Total Plumbing Permits	11	10	\$ 6,990.00	\$ 153,121.55	\$ 92,089.00
TOTALS	35	42	\$ 52,385.90	\$ 1,093,259.40	\$ 634,008.00

Citations				\$ 500.00	
Vacant Properties	43			\$ 2,900.00	

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR		FY TO DATE	TOTAL LAST FY TO DATE
Building Insp.	113	97			
Electric Insp.	38	34			
Plumbing Insp.	27	13			
Property Maint./Site Mgmt.	47	52			
Engineering Insp.	61	55			
TOTALS	286	251			

REMARKS:

VILLAGE OF HINSDALE - FEBRUARY 22, 2011 COURT CALL/RESULT

Name	Ticket NO.	Location	Violation	
Chigurupati, Rajababa	9572	Kelly	645 N. Washington	Failure to maintain a fence
Christina Properties LLC	9575	Kelly	313 Radcliffe Way	Failure to maintain a fence
Dillon, Patrick J	9576	Kelly	723 S. Stough	Counts 1 & 2 Building code violations
Gibson, Linda R	9568	Kelly	1 Charleston	Permit required
JPG Gardens, LTD	9569	Kelly	1 Charleston	Permit required
Limpatis, Mary P	9526	Kelly	622 S. Quincy	Counts 1-6 property maintenance violation
				250
				No Show
				Cont 3-22
				Cont 3-22
				250
				No Show

Fines assessed:

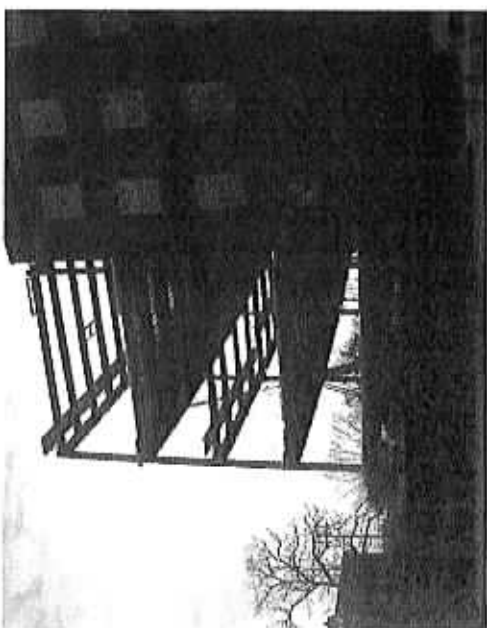
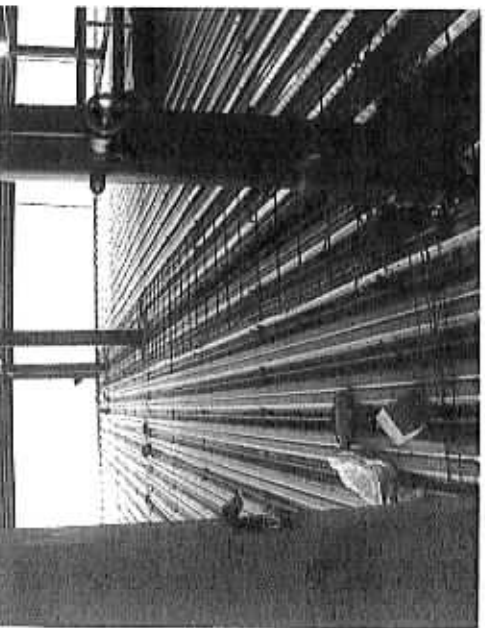
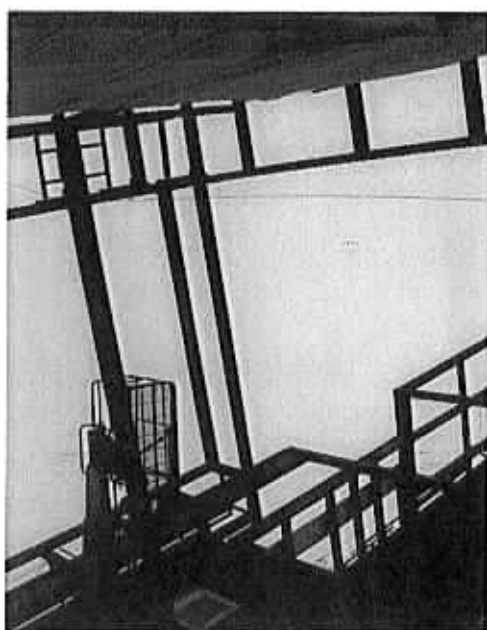
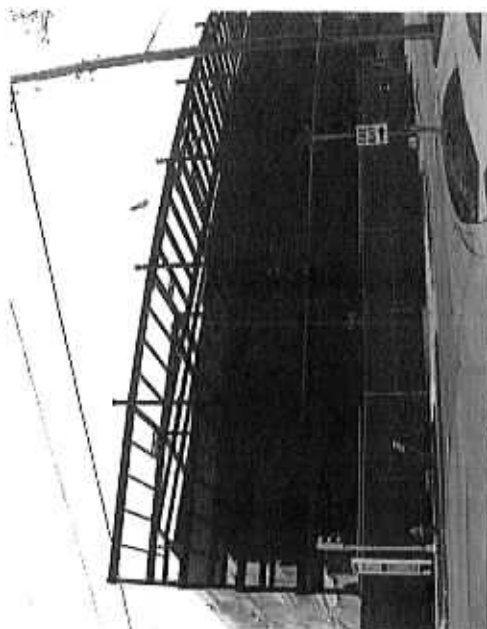
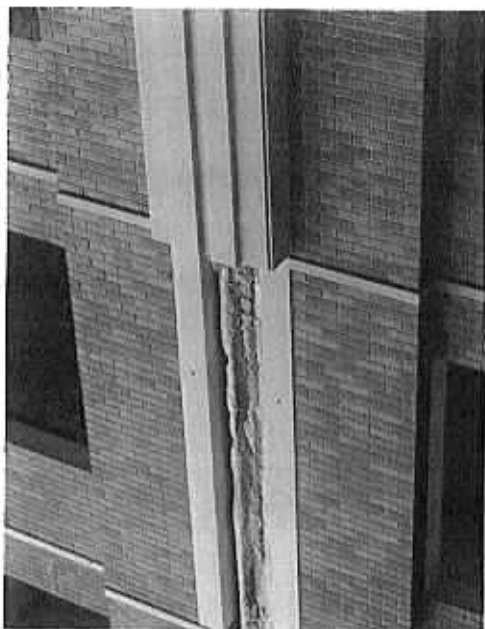
STOP WORK ORDERS ASSESSED

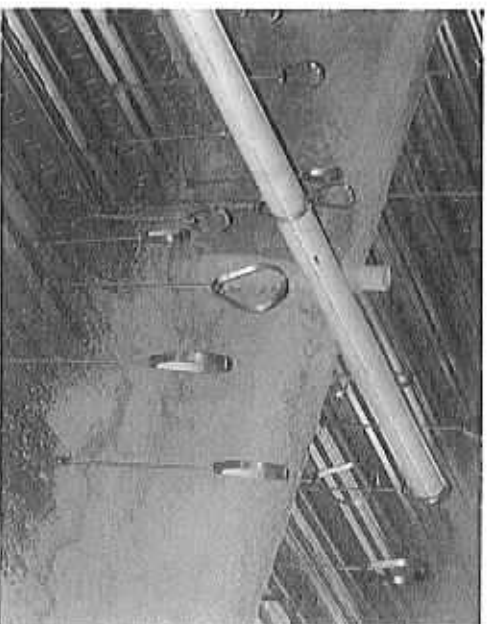
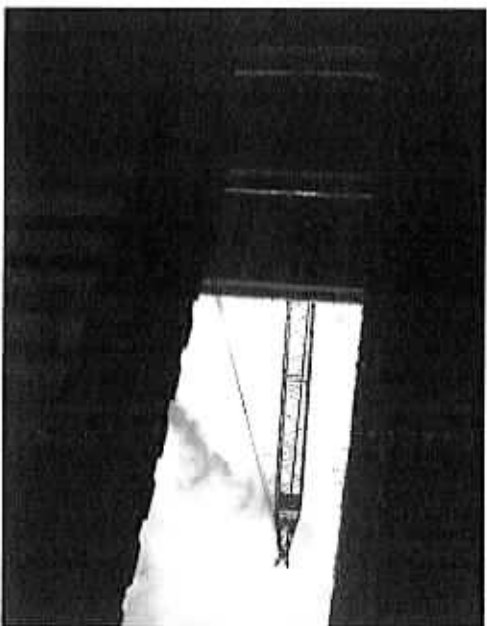
Date SWO Issued to Address Reason

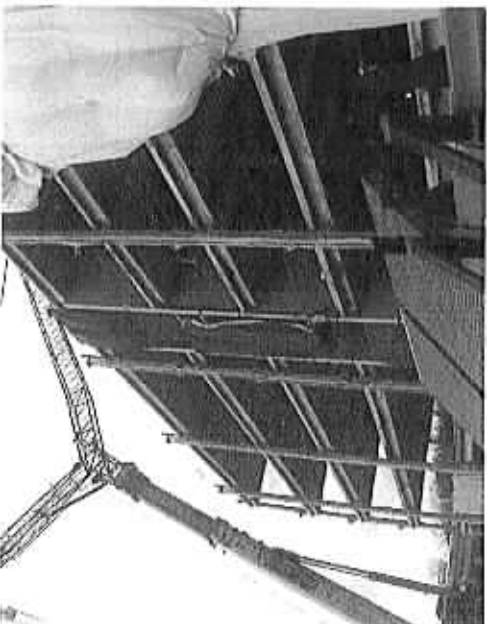
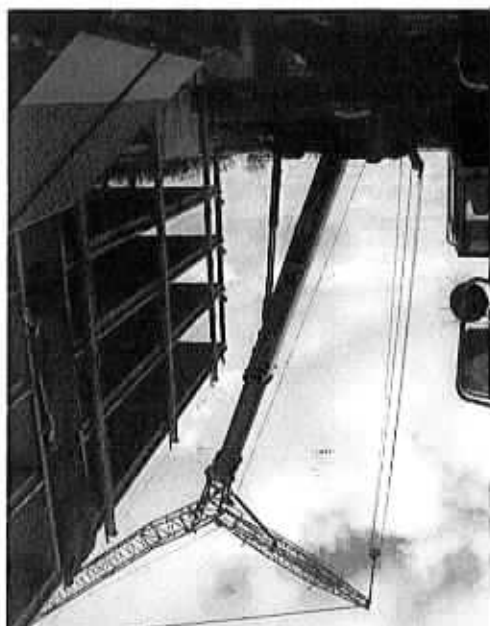
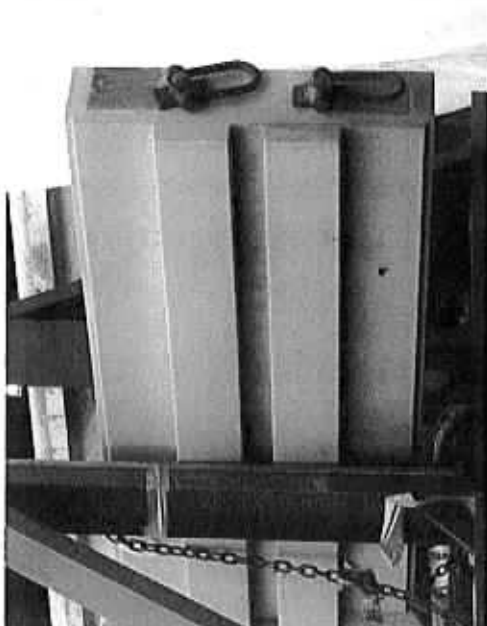
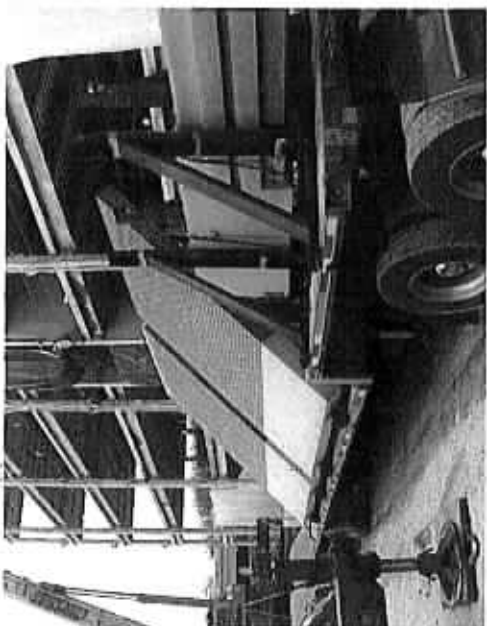
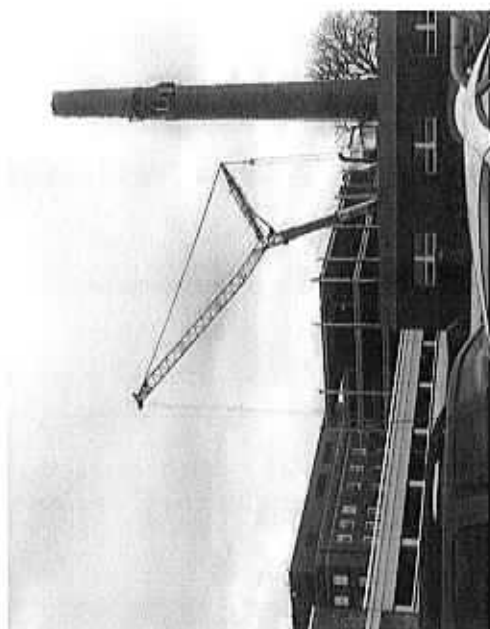
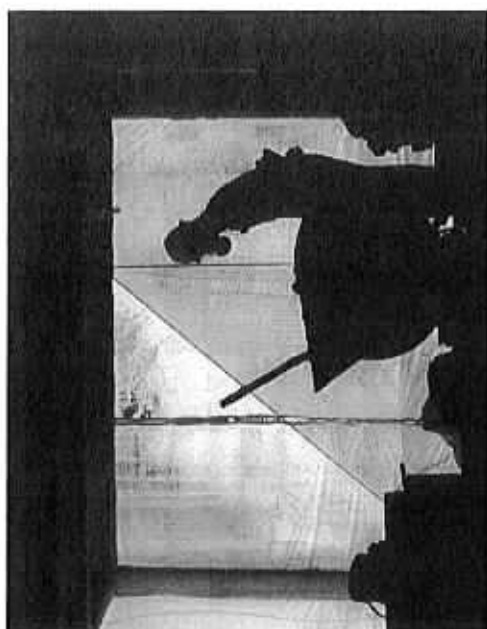
SWO assessed:

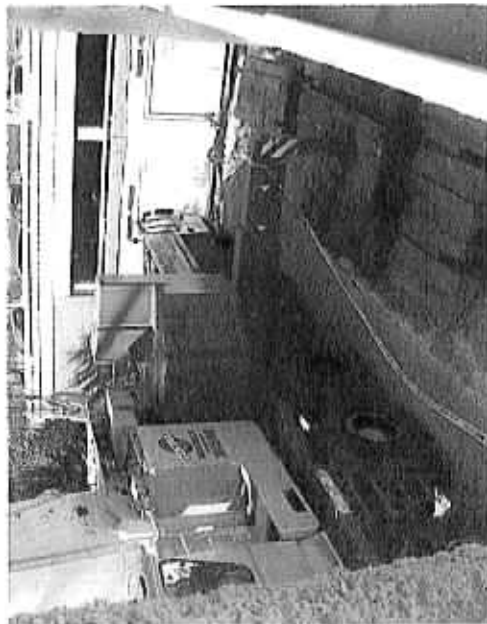
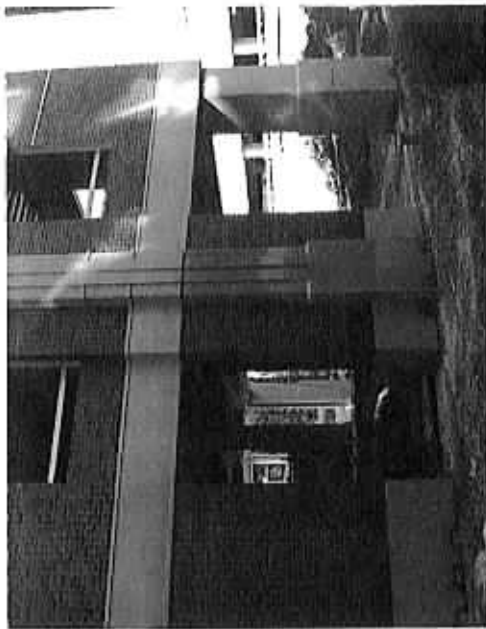
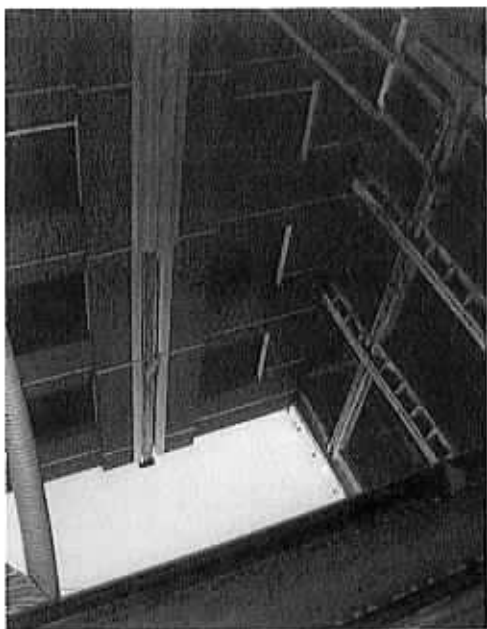
MONTHLY TOTAL:

500











DATE March 14, 2011

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

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

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

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

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

9-1-4: PERMIT FEES:

* * *

B. Building Permit Fees.

* * *

5. Plumbing Permit Fees:

* * *

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

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

* * *

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

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

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.



Thomas K. Cauley, Jr., Village President

ATTEST

Christine M. Bruton, Deputy Village Clerk

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

REQUEST FOR BOARD ACTION

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



Total Parking Solutions Inc.

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

ParkMobile Pay by Phone

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

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

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

TERMS AND CONDITIONS

Delivery - installation 2 weeks after order

Payment Terms- 50% billable upon placement of order, balance due upon completion of installation

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

Proposed by:

Accepted by:

Total Parking Solutions, Inc.

Signature

Date



Total Parking Solutions Inc.

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

Equipment

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

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

Installation of pedestals, terminal mounting, and activation incl.

Total Equipment \$ 8,000.00

Cale WebOffice Central Management System

Provides cellular communication for:

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

\$ 65.00 per terminal per month


Year one annual cost \$ 780.00

Service and Maintenance Coverage

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

** Includes regularly scheduled quarterly preventive maintenance inspections*

REQUEST FOR BOARD ACTION

Agenda	Originating
Section Number Zoning & Public Safety Committee	Department Police
Item Number: Recommendation to Purchase Replacement Squad car	Approved Chief Bradley Bloom 

SUMMARY OF REQUESTED ACTION:

We recently learned that a patrol vehicle slated for replacement and included in the draft FY 11/12 budget is out of service and in need of a costly repair estimated at over \$3500. The repair cost would add little value to the vehicle beyond what we could sell the vehicle for at auction in "as is" condition.

The vehicle in question is a 2008 Ford Expedition with 110K miles and is used by our supervisors on a 24/7 basis due to it being equipped specialized patrol and tactical equipment used for emergency responses that cannot be carried in the sedan type vehicles that comprises the remainder of our marked police patrol vehicle fleet.

Therefore, we are seeking approval to immediately replace this vehicle with a 2011 Chevy Tahoe SUV that is currently available in the dealer's inventory and under the terms of the Suburban Purchasing Cooperative. We are not paying any type of premium for this vehicle being immediately available for delivery.

If we are unable to take advantage of the availability of this vehicle we would expect to wait 12-16 weeks following receipt of our order for a replacement vehicle.

We are therefore recommending purchasing a 2011 Chevy Tahoe with the police interceptor for \$26,242 from Currie Motors of Frankfort under the terms of the Suburban Purchasing Cooperative.

MOTION: To recommend that the Village Board approve the purchase of a 2011 Chevy Tahoe for \$26,242 from Currie Motors of Frankfort under the terms of the Suburban Purchasing Cooperative.

Approval	Approval	Approval	Approval	Manager's Approval 
-----------------	-----------------	-----------------	-----------------	---

COMMITTEE ACTION:**BOARD ACTION:**

Currie Motors Fleet

9423 W. Lincoln Highway

Frankfort, Il. 60423

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

Ford

Chevrolet

03/16/11

Hinsdale Police Department

RE: 2011 Tahoe

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

VIN 1GNLC2E03BR226886



A Joint Purchasing Program For Local Government Agencies

Suburban Purchasing Cooperative 2011 Chevrolet Tahoe 4x2 Police Pursuit Vehicle Contract Extension

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

The original contract was issued from November 16, 2009 through November 15, 2010. This is the first of three (3) possible one-year contract extensions, approved from November 16, 2010 through November 15, 2011.

The attached summary sheets highlight the standard equipment and lists other vehicle options. Additional option pricing for items not shown is available by contacting the Fleet Manager, Tom Sullivan directly at 815-462-9200.

The SPC contract price for the 2011 model will be \$24,232.00, which is \$290.00 over the 2010 model, due to an additional safety feature for roll stability. It is expected that pricing for this vehicle secured by the Suburban Purchasing Cooperative, will be held firm through the 2011 model year. The anticipated cut-off to order the Chevrolet Tahoe 4x2 Police Pursuit Vehicle is to be determined. Delivery to be made with 90 calendar days after production of said vehicle. 2010's are still in stock at Currie Motors for the 2010 contract price of \$23,942.00.

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

Currie Fleet
7901 W. Roosevelt Road
Forest Park, IL 60461
PHONE: (815) 462-9200 FAX: (815) 462-7500
Contact Person: Tom Sullivan
thomasfsullivan@sbcglobal.net

***DuPage Mayors &
Managers Conference***
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

***Northwest Municipal
Conference***
1616 East Golf Road
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

***South Suburban Mayors
And Managers Association***
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

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



A Joint Purchasing Program For Local Government Agencies

September 8, 2010

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

Dear Mr. Sullivan,

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

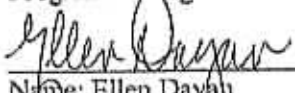
The original contract was written from November 16, 2009 through November 15, 2010 with 3 possible one-year extensions. This is to request the first contract extension from November 16, 2010 through November 15, 2011. With acceptance of this contract extension, Currie Fleet of Forest Park, IL agrees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


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

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

Sincerely,


Ellen Dayan
Program Manager for Purchasing

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


Name: Tom Sullivan Date 9/10/10
Currie Fleet

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1616 East Golf Road
Des Plaines, IL 60016
Ellen Dayan
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

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

Currie Motors Fleet Forest Park
SPC Contract Winner
2011 Chevrolet Tahoe 4x2 Police Pursuit Vehicle
Call Tom Sullivan (815) 464-9200

Standard Package: \$24,232.00

Warranty 5 Year 100,000 Powertrain

- Free Delivery Within 30 miles
- Air Bags - dual stage frontal, driver and right front passenger with passenger sensing system.
- Air Bags - head curtain side impact, first and second row outboard seating positions with rollover sensor
- Air Bags - seat mounted side impact, driver and right front passenger for thorax and pelvic protection
- Air Conditioning - dual zone manual climate control & rear auxiliary
- Assist Handles - front passenger and second row outboard
- Audio System - AM/FM Stereo with CD Player
- Cruise Control - electronic
- Defogger - rear window electric
- Door Locks - power programmable with lockout protection
- Engine - Vortec 5.3L V8 SFI FlexFuel
- Headliner - cloth
- Heater - rear auxiliary with passenger heating ducts
- Instrumentation - analog
- Key - single two sided
- LATCH System - Lower Anchors and Top tethers for Children) for child safety seats
- Lighting - interior with dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Mirror - inside rearview manual day/night
- Power Outlets - 3 auxiliary, 12-volt, includes 2 on the instrument panel and 1 in the cargo area
- Remote vehicle starter prep package - includes Remote Keyless Entry
- Safety Belts - 3-point, driver and front passenger in all seating positions
- Seat Adjuster - driver 6-way power
- Seats - 40/20/40 split-bench with custom cloth, 3-passenger, driver and front passenger manual reclining, center fold-down armrest with storage, lockable storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets
- Seat Delete - 3rd row passenger

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

REQUEST FOR BOARD ACTION

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

SUMMARY OF REQUESTED ACTION:

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

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

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

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

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

Approval	Approval	Approval	Approval	Manager's Approval <i>M</i>
-----------------	-----------------	-----------------	-----------------	------------------------------------

COMMITTEE ACTION:**BOARD ACTION:**

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

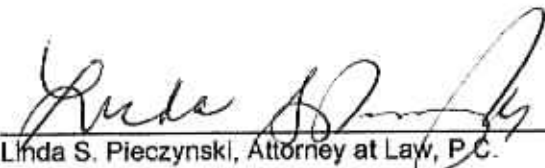
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this _____ day of _____, 2011.

By: _____

ATTEST:

Village Clerk



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

AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

DATED this ____ day of _____, 2011.


By: _____

ATTEST:

Village Clerk


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

DATE March 24, 2011

AGENDA	ORIGINATING
SECTION ZPS	DEPARTMENT Administration
ITEM Hamptons of Hinsdale	APPROVED David C. Cook Village Manager 

As you are aware in 2006 the Village approved a redevelopment project for the old L'Marquis property to be called the Hamptons of Hinsdale. In 2008, the project came to an abrupt halt due to financial difficulties and the property went into federal receivership. Last July, First Bank notified the Village that it had acquired clear title to the property and would begin actively marketing it. In early March, the Village was notified by First Bank that they have signed a purchase agreement for the property with Citizens Bank who in turn had an agreement with Inland Real Estate to complete the project.

Over the past two weeks, representatives of Inland and the Village have been working on the Transfer Assumption Agreement and a Second Amendment to the Development Agreement both of which are attached for the Committee's consideration. The Transferee Assumption Agreement simply transfers the rights and obligations under the current development agreement from First Bank and Citizens Bank (current owners) to Inland Opportunity Hinsdale Hamptons, LLC. Significant changes to the original development agreement which are included in the Second Amendment to the Development Agreement are as follows:

- Changes the completion date of the Public Improvements to December 31, 2011
- Establishes new maintenance bond and letter of credit amounts for the project
- Extends the time period for the construction trailer through February 29, 2012
- Allows signage for marketing of the project until 90% of all units are sold

If the Committee concurs with the recommendation, the following motion would be appropriate:

- Motions:** 1) To recommend to the Board of Trustees Approval of a Resolution Approving and Authorizing the Execution and Attestation of a Transferee Assumption Agreement, subject to closing.
- 2) To recommend to the Board of Trustees Approval of a Resolution Approving a Second Amendment to the Development Agreement Between the Village of Hinsdale and Inland Opportunity Hinsdale Hamptons, LLC for the Hamptons of Hinsdale Property.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ATTESTATION OF A TRANSFEREE ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

PASSED this ____ day of _____, 2011.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

TRANSFeree ASSUMPTION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

[signatures appear on next page]

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

VILLAGE OF HINSDALE

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

ATTEST:

By: _____
Christine M. Bruton
Deputy Village Clerk

CITIZENS FINANCIAL BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

FIRST BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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

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

By: _____
Guadalupe Griffin
Vice President

ATTEST:

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

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

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

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

Signature of Notary

SEAL

My Commission expires: _____

VILLAGE OF HINSDALE

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED this ____ day of _____, 2011.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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

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

RECITALS

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

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

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

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

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

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

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

3. In the event that any defined term used herein that is not defined in this Second Amendment, such defined term shall have the meaning ascribed to same in the Development Agreement and/or the First Amendment.

4. The Village acknowledges that:

- (a) the zoning and special use permits described in the Sixth WHEREAS of the Development Agreement remain in full force and effect and are applicable to the Property;

- (b) the various approved plans specified in items 2 through 5 of Section 2 of the Development Agreement have not been modified and remain in full force and effect and are applicable to the Property subject to future modification of the unit mix (for example substituting an approved Unit A for an approved Unit D) requested by Developer and approved by the Village;

- (c) existing structures including the partially built condominium building (Building 6), the partially constructed townhome building (Building 3) and the two existing foundations (Buildings 4 and 5) were constructed in accordance with permits issued by the Village of Hinsdale and work under those permits is considered complete. Existing Structures will not be subject to any code changes which have been made since permits were issued for the construction of said structures which would require the modification, demolition and/or reconstruction of said structures;

- (d) the completion dates for the earthwork and mass grading, curb and gutter and installation of the binder course for the streets as described in the First Amendment were completed to the satisfaction of the Village on or before the dates specified in the First Amendment and that the new completion date for the final surface of the asphalt, fine grading and landscaping detailed on the attached Exhibit "A", which can be completed in phases, shall be performed subject to "Uncontrollable Circumstances" as defined in paragraph 15 herein, no later than December 31, 2011 and upon completion of these improvements pursuant to Subsection 4(F)(1) of the Development Agreement, the Village will promptly accept the dedication of Kennedy Lane and associated improvements (i.e. street lights, parkway trees, sidewalk, etc.) as public improvements. Notwithstanding the provisions of this paragraph, the installation of sidewalks and parkway trees which interfere with construction access to any proposed building may be deferred until construction has reached a stage where construction access that may damage the sidewalk or parkway trees is no longer necessary ;

- (e) the Original Developer has provided the Village with satisfactory "as built" or "record" drawings and specifications for the Improvements completed to date as required by the provisions of Subsection 4(G) of the Development Agreement, which completed Improvements are listed on Exhibit "B" attached hereto and

made a part hereof; and

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

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

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

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

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

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

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

VILLAGE OF HINSDALE

ATTEST:

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

By: _____
Christine M. Bruton
Deputy Village Clerk

INLAND OPPORTUNITY HINSDALE
HAMPTONS, L.L.C.

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

EXHIBIT A-1



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

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

* - Refer to "Required Improvements Exhibit"

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

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



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

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

* - Refer to "Required Improvements Exhibit"

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

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



EBC 12000									
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PUBLIC IMPROVEMENTS
NOTE - SURFACE COURSE CONSTRUCTION TO BE COMPLETED FOR ALL PARCELS LOCATED WITHIN THE R.O.M.

SOIL EROSION & SEDIMENT CONTROL IMPROVEMENTS

PRIVATE IMPROVEMENTS

LIMITS OF "PUBLIC" AREA

LEGEND



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 1111 River Street, Hoboken, NJ 07030
 (201) 748-6000 • Fax (201) 748-6050
 e-mail: subscr@wiley.com
 or: <http://www.wiley.com>

Date: _____		Page: _____	
<p>1. Name of the _____</p> <p>2. Date of _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p>7. _____</p> <p>8. _____</p> <p>9. _____</p> <p>10. _____</p> <p>11. _____</p> <p>12. _____</p> <p>13. _____</p> <p>14. _____</p> <p>15. _____</p> <p>16. _____</p> <p>17. _____</p> <p>18. _____</p> <p>19. _____</p> <p>20. _____</p> <p>21. _____</p> <p>22. _____</p> <p>23. _____</p> <p>24. _____</p> <p>25. _____</p> <p>26. _____</p> <p>27. _____</p> <p>28. _____</p> <p>29. _____</p> <p>30. _____</p> <p>31. _____</p> <p>32. _____</p> <p>33. _____</p> <p>34. _____</p> <p>35. _____</p> <p>36. _____</p> <p>37. _____</p> <p>38. _____</p> <p>39. _____</p> <p>40. _____</p> <p>41. _____</p> <p>42. _____</p> <p>43. _____</p> <p>44. _____</p> <p>45. _____</p> <p>46. _____</p> <p>47. _____</p> <p>48. _____</p> <p>49. _____</p> <p>50. _____</p> <p>51. _____</p> <p>52. _____</p> <p>53. _____</p> <p>54. _____</p> <p>55. _____</p> <p>56. _____</p> <p>57. _____</p> <p>58. _____</p> <p>59. _____</p> <p>60. _____</p> <p>61. _____</p> <p>62. _____</p> <p>63. _____</p> <p>64. _____</p> <p>65. _____</p> <p>66. _____</p> <p>67. _____</p> <p>68. _____</p> <p>69. _____</p> <p>70. _____</p> <p>71. _____</p> <p>72. _____</p> <p>73. _____</p> <p>74. _____</p> <p>75. _____</p> <p>76. _____</p> <p>77. _____</p> <p>78. _____</p> <p>79. _____</p> <p>80. _____</p> <p>81. _____</p> <p>82. _____</p> <p>83. _____</p> <p>84. _____</p> <p>85. _____</p> <p>86. _____</p> <p>87. _____</p> <p>88. _____</p> <p>89. _____</p> <p>90. _____</p> <p>91. _____</p> <p>92. _____</p> <p>93. _____</p> <p>94. _____</p> <p>95. _____</p> <p>96. _____</p> <p>97. _____</p> <p>98. _____</p> <p>99. _____</p> <p>100. _____</p>			

SITE PLAN

IAMP-CMS (2) - IN%DA =
 IIN%DA = 11/10/00

100



30-May-06

ENGINEER'S OPINION OF PROBABLE SITE IMPROVEMENTS COST

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

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

SEI PROJECT NO. 7302

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
------	-------------	----------	------	------------	-------

Site Demolition

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

Earthwork, Soil Erosion and Sediment Control

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

Water Main Improvements

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

Sanitary Sewer Improvements

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

Storm Sewer Improvements

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

Roadway Improvements

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

GRAND TOTAL**\$1,345,845.00**

Exhibit D
TRANSFeree ASSUMPTION AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

[signatures appear on next page]

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

VILLAGE OF HINSDALE

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

ATTEST:

By: _____
Christine M. Bruton
Deputy Village Clerk

CITIZENS FINANCIAL BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

FIRST BANK

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

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

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

By: _____
Guadalupe Griffin
Vice President

ATTEST:

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

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

SEAL
Signature of Notary _____

My Commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

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

SEAL
Signature of Notary _____

My Commission expires: _____