

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
April 16, 2013**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, April 16, 2013 at 7:33 p.m.

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

Absent: Trustee William Haarlow

Also Present: Village Manager Dave Cook, Assistant Village Manager/Director of Finance Darrell Langlois, Director of Community Development Robb McGinnis, Director of Public Services George Franco, Fire Chief Richard Ronovsky and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

There being no corrections to the draft minutes, Trustee Elder moved **to approve the minutes of the special meeting of April 7, 2013**. Trustee Saigh seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

**CITIZENS' PETITIONS**

None.

**VILLAGE PRESIDENT'S REPORT**

No report.

## CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

### **Items Recommended by Environment & Public Services Committee**

- a) Ordinance Amending Title 9 (Building Regulations), Chapter 12 (Miscellaneous Provision), Section 2 (Limitation on Noise) of the Village Code of Hinsdale (Omnibus vote)
- b) Award the 2013 Resurfacing Program to Gerardi Sewer and Water Company in an Amount not to Exceed \$1,889,739.50 (Omnibus vote)
- c) Award the 2013 Reconstruction Program to Chicagoland Paving Contractors, Inc. in an Amount not to Exceed \$2,799,900.00 (Omnibus vote)
- d) Resolution for the one year extension of street sweeping Contract #1470 Change Order Number 1 in the amount not to exceed budgeted amount of \$36,000.00 to Dejana Industries, Inc. (Omnibus vote)
- e) Award of Bid #1537 for the service of Tree Pruning to Trees R Us not to exceed the budgeted amount of \$50,000.00 (Omnibus vote)
- f) Award of Bid #1538 for the service of fuel delivery, to Warren Oil Company with the fuel delivery bid comparison quantity of \$13,906.00 plus the cost of gasoline and diesel per the Oil Price Information Services Index (Omnibus vote)
- g) Award of Bid #1544 for custodial services year 1 to Crystal Maintenance Corp, in the amount of \$45,180.00 (Omnibus vote)

Trustee LaPlaca moved to **approve the Consent Agenda as presented**. Trustee Saigh seconded the motion. Trustee LaPlaca noted that the amendment to the noise provision allows contractors doing infrastructure work to begin at an earlier time as an advantage when doing excavation. Residents were not opposed and the ordinance gives the Village Manager the authority to waive the standard starting time. President Cauley asked for clarification regarding the use of new contractors, to which Mr. Cook responded that only applies to professional services such as engineering, not to construction companies. President Cauley asked Mr. Franco about sharing street sweeping services with neighboring municipalities. Mr. Franco stated he is looking into that as well as tree pruning services. With respect to the custodial contract, this contract is for one year with the option to rehire at the same price for the second year.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

## **ADMINISTRATION AND COMMUNITY AFFAIRS**

### **Accounts Payable**

Trustee LaPlaca moved **Approval and Payment of the Accounts Payable for the Period of March 29, 2013 through April 12, 2013 in the aggregate amount of \$666,645.45 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Saigh seconded the motion.

A representative from Brother's Asphalt addressed the Board and pointed out that theirs was the lowest bid on the 2013 Resurfacing Program. Trustee LaPlaca explained that the Village considering the aggregate bid, Gerardi's was the lowest.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **Approve the FY 2013-2014 Budget**

President Cauley introduced the item explaining that the budget has been on the Village website for resident input and has been reviewed by the Finance Commission and the Village Board. There is one change relating to the \$200,000.00 allocated for the Burlington wall. Mr. Langlois explained how a capital expenditure is handled when the money is not being spent in the fiscal year for which it has been allocated. Trustee Geoga clarified that the project is still scheduled for this calendar year. Trustee Elder thanked Trustee Geoga, Mr. Langlois and the Finance Commission for their hard work preparing and reviewing the budget. Trustee Geoga moved to **Approve the FY 2013-2014 Budget.** Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **Approve the FY 2013-2014 Pay Scale**

Mr. Cook introduced the item explaining this is standard along with the budget. This represents a cost of living increase of 2% for non-union employees. Trustee Geoga moved to **Approve the FY 2013-2014 Pay Scale**. Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **Ice Cream Concession Stand at Robbins Park**

President Cauley explained the persons wishing to address the Board on this matter were unable to attend tonight's meeting, discussion will be postponed to a later date.

### **ENVIRONMENT AND PUBLIC SERVICES**

#### **Approve the Award of Bid #1536 for the Service of Elm Tree Inoculations to Trees R Us not to Exceed the Budgeted Amount of \$130,000.00**

Trustee LaPlaca explained that this item is not on the Consent Agenda because the budgeted amount includes \$10,000.00 for ash tree inoculations. The item is before the Board tonight with corrected numbers. Trustee LaPlaca moved to **Approve the Award of Bid #1536 for the Service of Elm Tree Inoculations to Trees R Us not to Exceed the Budgeted Amount of \$130,000.00**. Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **ZONING AND PUBLIC SAFETY**

No report.

## **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

## **STAFF REPORTS**

No reports.

## **CITIZENS' PETITIONS**

None.

## **TRUSTEE COMMENTS**

None.

## **ADJOURNMENT**

President Cauley asked for a motion to adjourn into Closed Session and not reconvene. Trustee Geoga moved to adjourn the meeting of April 16, 2013 into Closed Session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, and not to reconvene. Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

Meeting adjourned at 7:52 p.m.

**ATTEST:** \_\_\_\_\_  
Christine M. Bruton, Village Clerk



**Proclamation  
Building Safety Month  
May 2013**

**Whereas**, our Village's continuing efforts to address the critical issues of safety, energy efficiency, water conservation and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

**Whereas**, our confidence is achieved through the devotion of first preventers—building safety and fire prevention officials—who work year-round to ensure the safe construction of buildings; and,

**Whereas**, Building Safety Month reminds the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings; and,

**Whereas**, "Building Safety Month: An International Celebration of Safe and Sensible Structures; is the theme for Building Safety Month and encourages all Americans to raise awareness of the importance of building safety; green and sustainable building; pool, spa and hot tub safety and new technologies in the construction industry; and,

**Whereas**, Building Safety Month 2013 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and,


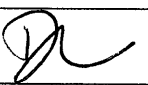
**Whereas**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property; and,

**Therefore, Be It Resolved**, that I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim the month of May 2013, as Building Safety Month in the Village of Hinsdale. Our citizens are encouraged to join their fellow Americans in participating in Building Safety Month activities and assisting efforts to improve building safety.

Proclaimed this 7th day of May, 2013.


\_\_\_\_\_  
Tom Cauley, Village President

**REQUEST FOR BOARD ACTION**

<b>Agenda</b>		<b>Originating</b>		
<b>Section Number</b>	Zoning & Public Safety Committee	<b>Department</b>	Police	
<b>Item Number</b>	Purchase of two (2) replacement Squad Cars.	<b>Approved</b>	Chief Bradley Bloom 	
<b>SUMMARY OF REQUESTED ACTION:</b>				
<p>We are seeking to replace two (2) squad cars in accordance with the Village's Vehicle Replacement Policy. We have budgeted \$140,000 in the FY13/14 budget to purchase four (4) replacement squads anticipating the purchase of two vehicles at the start of the budget year and two (2) at the midpoint. We delayed replacing squads last year pending our consolidation discussions with Clarendon Hills.</p> <p>We are recommending the purchase of two Ford Police Interceptors Utility vehicles under the terms of the Suburban Purchasing Cooperative from Currie Motors of Frankfort IL. The cost per vehicle is \$26,239 or \$52,478 in total.</p> <p><b>MOTION:</b> To recommend that the Village Board purchase two Ford Police Interceptor utility vehicles under the terms of the Suburban Purchasing Cooperative from Currie Motors for \$52,478.</p>				
<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Manager's Approval</b> 
<b>COMMITTEE ACTION:</b>				
The Committee unanimously approved the motion presented.				
<b>BOARD ACTION:</b>				

April 18, 2013

**REQUEST FOR BOARD ACTION**

<b>Agenda</b> <b>Section Number</b> Zoning & Public Safety Committee		<b>Originating</b> <b>Department</b> Police		
<b>Item Number</b> Purchase of two (2) replacement Squad Cars.		<b>Approved</b> Chief Bradley Bloom 		
<b>SUMMARY OF REQUESTED ACTION:</b>  <p>We are seeking to replace two (2) squad cars in accordance with the Village's Vehicle Replacement Policy. We have budgeted \$140,000 in the FY13/14 budget to purchase four (4) replacement squads anticipating the purchase of two vehicles at the start of the budget year and two (2) at the midpoint. We delayed replacing squads last year pending our consolidation discussions with Clarendon Hills.</p> <p>We are recommending the purchase of two Ford Police Interceptors Utility vehicles under the terms of the Suburban Purchasing Cooperative from Currie Motors of Frankfort IL. The cost per vehicle is \$26,239 or \$52,478 in total.</p> <p><b>MOTION:</b>   To recommend that the Village Board purchase two Ford Police Interceptor utility vehicles under the terms of the Suburban Purchasing Cooperative from Currie Motors for \$52,478.</p>				
<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Manager's</b> <b>Approval</b>
<b>COMMITTEE ACTION:</b>  				
<b>BOARD ACTION:</b>  				





## **2013 Ford Utility Police Interceptor AWD**

**\$24,558.00**

3.7 TI-VCT V6 FFV  
6-Speed Automatic  
Rear recovery hooks  
Independent front/rear suspension  
Engine Oil Cooler  
18.6 gallon fuel tank  
Engine Hour Meter  
220 Amp Generator  
78 Amp Hour Battery  
Lower black body side cladding  
Dual Exhaust  
Black spoiler  
Electric Power Assist Steering  
Acoustic laminated windshield  
18" Tires and Wheels  
Fixed glass lift gate  
Full Size Spare  
AM/FM/CD  
Roll curtain airbag  
Safety Canopy W/Roll Over  
Sensor  
Anti-Lock Brakes With Advanced  
Trac and traction control  
Bi functional projector headlamps  
LED tail lamps  
2<sup>nd</sup>/3<sup>rd</sup> Row Privacy Glass  
My Ford police cluster

All-Wheel Drive  
Manual folding power mirror  
Fold flat 60/40 rear vinyl bench  
Single zone manual Climate  
Control  
Power Windows  
Power Locks  
Cruise Control/Tilt Wheel  
Calibrated Speedometer  
Column Shift  
Work Task Light red/white  
Simple fleet key  
Power Adjustable Pedals  
Two-Way Radio Pre-Wire  
Particulate air filter  
Power Pig tail  
Delivery Within 30 Miles

### **Standard Warranty:**

Basic: 3 Years/ 36,000 Miles  
Drivetrain: 5 Years/100,000 Miles  
Corrosion: 5 Years/ Unlimited  
Miles  
Emissions: 8 Years/80,000 Miles  
Roadside Assistance:  
5Years/60,000 Mile



## Optional Equipment:

<input type="checkbox"/>	Utility Police Interceptor FWD	\$(735.00)
<input type="checkbox"/>	Spot Light Drivers Side Incandescent	\$215.00
<input type="checkbox"/>	Daytime Running Lights	\$38.00
<input checked="" type="checkbox"/>	Spot Light Drivers Side LED Bulb	<u>\$395.00</u>
<input type="checkbox"/>	Dual Spot Lights Incandescent	\$298.00
<input type="checkbox"/>	Dual Spot Lights LED Bulb	\$527.00
<input type="checkbox"/>	Code 3 Light Bar loose shipped	\$1,670.00
<input type="checkbox"/>	Whelen Light Bar loose shipped	\$1,475.00
<input type="checkbox"/>	Control Box For Lights loose shipped	\$175.00
<input type="checkbox"/>	Two Tone Vinyl Package	\$794.00
<input type="checkbox"/>	4-Doors/Roof Accent Paint	\$1,795.00
<input type="checkbox"/>	Vinyl Word Wrap "Police"	\$726.00
<input type="checkbox"/>	12" Push bumpers	\$465.00
<input type="checkbox"/>	16" Push bumpers	\$665.00
<input type="checkbox"/>	18" Full Wheel Face Covers	\$51.00
<input checked="" type="checkbox"/>	Pre-wiring grill lamp, siren, speaker	<u>\$50.00</u>
<input type="checkbox"/>	100 Watt siren/speaker	\$300.00
<input type="checkbox"/>	Keyed Alike	\$44.00
<input type="checkbox"/>	Ballistic drivers door panel	\$1,448.00
<input type="checkbox"/>	Ballistic front door panels	\$2,794.00
<input type="checkbox"/>	Rear view camera	\$503.00
<input type="checkbox"/>	Sync & Reverse sensing	\$529.00
<input type="checkbox"/>	Lockable gas cap	\$20.00
<input type="checkbox"/>	Blind spot monitoring-requires Sync	\$490.00
<input type="checkbox"/>	Remote keyless entry	\$255.00
<input checked="" type="checkbox"/>	Reverse sensing	<u>\$254.00</u>
<input type="checkbox"/>	Engine block heater	\$35.00
<input type="checkbox"/>	1 <sup>st</sup> /2 <sup>nd</sup> row carpet	\$107.00
<input checked="" type="checkbox"/>	Rear handles & locks inoperable	<u>\$35.00</u>
<input checked="" type="checkbox"/>	Rear window switches delete	<u>\$35.00</u>
<input checked="" type="checkbox"/>	Hidden door lock plunger	<u>\$119.00</u>



<input type="checkbox"/> Remappable (4) Switches	\$155.00
<input checked="" type="checkbox"/> Rear console plate	\$35.00
<input type="checkbox"/> Auxiliary A/C	\$568.00
<input checked="" type="checkbox"/> Radio Suppression Straps	\$135.00
<input checked="" type="checkbox"/> Over-ride switch	\$285.00
<input type="checkbox"/> All weather mats	\$100.00
<input type="checkbox"/> Patriot prisoner partition loose shipped	\$705.00
<input type="checkbox"/> Patriot prisoner rear seat rear barrier/loose shipped	\$1250.00
<input type="checkbox"/> Rustproof & Undercoat	\$395.00
<input type="checkbox"/> Undercoat	\$150.00
<input type="checkbox"/> Scotch guard	\$125.00
<input checked="" type="checkbox"/> Paper shop manual	\$295.00
<input type="checkbox"/> Cd-Rom service manual	\$295.00
<input type="checkbox"/> Roof Rack side rails	\$100.00
<input type="checkbox"/> Dark Car Feature	\$50.00
<input checked="" type="checkbox"/> Dome lamp Red/White Cargo area	\$43.00
<input type="checkbox"/> License and Title Fees	\$220.00
<input type="checkbox"/> Delivery over 30 miles	\$125.00

### Optional Packages:

Police interior upgrade package includes cloth rear seats, floor mats front & rear, 1st row carpet floor covering with 2nd row vinyl floor covering, 1st row carpet floor covering with 2nd row vinyl floor covering, Full floor console with unique police finish panels (not available with police Interceptor packages #24,25)

☐ 390.00

Police Interceptor 21 Front Headlamp Lighting Solution includes two front integrated LED lights (in headlamps)

☐ 877.00

Police Interceptor 21a Pre-drilled LED holes (does not include lights)

☐ 120.00

Police Interceptor #22 Tail Lamp Lighting Solution includes two rear integrated LED lights (in tail lamps)

☐ 392.00



**Police Interceptor #23** Rear Lighting Solution includes two Backlite flashing LED lights (window mounted on each side of rear decklid glass), two liftgate flashing LED lights (not available with police Interceptor package #26)

□ 437.00

**Police Interceptor #24** Cargo Wiring Upfit Package

- Rear Console Mounting Plate
- Wiring Harness – Two (2) LED light cables – supports up to (6) LED Lights (engine compartment)
  - Two (2) grille LED light cables
  - Cargo Area Power Distribution Box (PDB)
  - Two (2) 50 amp battery and ground circuits in RH rear quarter
  - One (1) 10 amp siren / speaker circuits (engine to cargo area)
- Whelen Lighting Controller ✓
  - Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)
  - Light Controller / Relay Center Wiring

Note: Not available with Police Interceptor Package #25 – 67H

□ 1,139.00

**Police Interceptor #25 – Ready for the Road Package**  
**All-in Complete Package – Includes Police Interceptor #21, #22, #23, #24**

**Packages plus**

- Whelen Cencom Light Controller
- Whelen Cencom Relay Center / Siren Amp
- Light Controller / Relay Cencom Wiring
- Grille LED Lights
- 100 Watt Siren / Speaker
- (9) I/O Digital Serial Cable (console to cargo)
- Hidden Door Lock Plunger & Rear Door Handles Inoperable
- Rear Console Mounting Plate

Note: Not available with the following Police Interceptor Packages: #21 (66A); #22 (66B); #23

□ 3102.00



### **Optional Maintenance Coverage:**

- |  |             |
|--|-------------|
| ESP Limited Maintenance Plan<br>75,000 Miles, 5000 Mile Interval     | □ \$754.00  |
| ESP Limited Maintenance<br>Plan 100,000 Miles, 5000 Mile<br>Interval | □ \$882.00  |
| ESP Limited Maintenance<br>Plan 125,000 Miles, 5000<br>Mile Interval | □ \$1163.00 |
| ESP Limited Maintenance<br>Plan 150,000 Miles, 5000<br>Mile Interval | □ \$1269.00 |
| ESP Extended Warranty Base Care<br>5-Year 100,000 Miles              | □ \$1710.00 |



**Exterior Colors:**

- ☐ Med. Brown
- ☐ Dk. Toreador Red
- ☐ Smokestone Metallic
- ☐ Dark Blue
- ☐ Lt. Blue Metallic
- ☐ Kodiak Brown
- ☐ Light Grey
- ☐ Ingot Silver
- ☒ Ebony
- ☐ Oxford White
- ☐ Med. Titanium
- ☐ Royal Blue
- ☐ Sterling Grey
- ☐ Arizona Beige

**Submit to: Currie Motors Fleet**  
9423 W. Lincoln Hwy  
Frankfort, IL. 60423  
Attn: Tom Sullivan  
P: 815-464-9200  
Fx: 815-464-7500  
ThomasFSullivan@msn.com

Please call for any other options.

**Interior Colors:**

- ☒ Charcoal Black w/vinyl rear
- ☐ Charcoal Black w/ Cloth rear \$55.00

**Order Information:**

Ford Fleet Number: \_\_\_\_\_ Agency: Hinsdale PD  
Contact Name: Simpson P.O. # \_\_\_\_\_  
Phone#: 630-789-7089 Tax Exempt#: E9997-4436-04

**C.O.D.**

**REQUEST FOR BOARD ACTION**

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

**SUMMARY OF REQUESTED ACTION:**

The current contract with Linda Pieczynski, Village Prosecutor of our field court cases, will expire on May 31, 2013.

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 renew the contract, effective from June 1, 2013 through May 31, 2014, the hourly fee of \$140 and the rate per court session of \$185. This represents a \$5 dollar increase in the hourly rate and no increase in fees for court appearances.

**MOTION:** To recommend that the Village Board renew the contract of Attorney Linda Pieczynski for the period of June 1 2013 through May 31, 2014 for the prosecution of ordinance violations.

<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Manager's Approval</b> <i>D</i>
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**COMMITTEE ACTION:**

The Committee unanimously approved the motion presented.

**BOARD ACTION:**

April 18, 2013

**REQUEST FOR BOARD ACTION**

<b>Agenda</b>				
<b>Section Number</b>	Zoning & Public Safety Committee		<b>Originating Department</b>	Police
<b>Item Number</b>	Contract Renewal - Village Ordinance Prosecutor		<b>Approved</b>	Chief Bradley Bloom <i>B&amp;B</i>
<b>SUMMARY OF REQUESTED ACTION:</b>				
<p>The current contract with Linda Pieczynski, Village Prosecutor of our field court cases, will expire on May 31, 2013.</p> <p>Ms. Pieczynski has worked under contract with the Village since 1984.</p> <p>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.</p> <p>Staff respectfully requests that the Village renew the contract, effective from June 1, 2013 through May 31, 2014, the hourly fee of \$140 and the rate per court session of \$185. This represents a \$5 dollar increase in the hourly rate and no increase in fees for court appearances.</p> <p><b>MOTION:</b> To recommend that the Village Board renew the contract of Attorney Linda Pieczynski for the period of June 1 2013 through May 31, 2014 for the prosecution of ordinance violations.</p>				
<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Manager's Approval</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the VILLAGE OF HINSDALE, DuPage and Cook Counties, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 2021 Midwest Road, Suite 200, Oak Brook, Illinois 60523, 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 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 Forty (\$140) 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 Forty (\$140.00) 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, 2013 through May 31, 2014. 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.

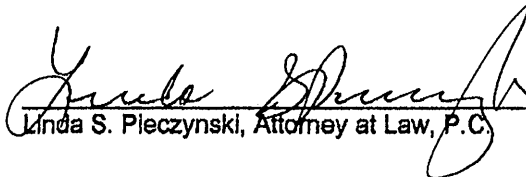
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

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

## **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the VILLAGE OF HINSDALE, DuPage and Cook Counties, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 2021 Midwest Road, Suite 200, Oak Brook, Illinois 60523, P.C.

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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 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 Forty (\$140) 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 Forty (\$140.00) 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, 2013 through May 31, 2014. 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.

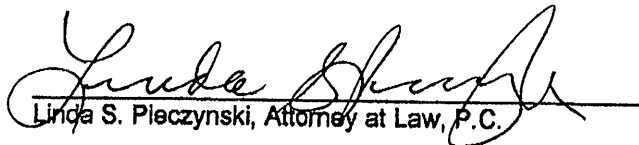
8. A statement for services rendered shall be made monthly, and payment by the Village for such services shall be made by the last day of the month following the rendering of services.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

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

DATE: May 7, 2013

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Applicant: Continental Autosports– Request: Major Adjustment to the approved Planned Development.	APPROVAL

On October 19, 2010 the Village Board passed an ordinance approving a Planned Development for the existing Continental Autosports at 420 E. Ogden Avenue. Part of that approval included an existing, outdated and non-conforming pylon sign that has been on the site for many years. Ferrari/Maserati has contacted the applicant and is now requiring them to update their signage and branding. While the applicant would be permitted to simply replace the panel on the existing pylon sign, they appreciate the fact that the sign is outdated and non-conforming, and feel it would be in everyone's best interest to improve the site with the signage required and authorized by Ferrari/Maserati. As such they are requesting two ground signs (one for Ferrari and one for Maserati) that are more vertical in nature and less obtrusive than the existing pylon sign (similar to the signage that currently exists for Land/Range Rover). The first would be in the same location as the existing pylon sign and the second would be on the opposite side of the property, mirroring the size and setbacks of the first. The applicant acknowledges that getting rid of the non-conforming sign would be preferable however doing so would require using the approved signage from Ferrari/Maserati which would require several waivers due to the specific design requirements. The applicant has made every effort to minimize the number and degree of the waivers requested within the scope of authority given to them by Ferrari/Maserati, which includes reducing the suggested size and providing, what they feel, are appropriate setbacks given the obstructions on the site. Even so, the proposed signage would still be required to request/obtain several waivers including the following:

- 2 ground signs instead of the allowed one (Section 11-607F(2)(c), would typically provide the Plan Commission the authority to increase the maximum number of signs of any functional type otherwise allowed).
- To allow a total square footage of 81.25 square feet in lieu of the 50 square feet allowed (this assumes the square footage for the entire surface of both signs).
- The Ferrari sign to have five colors in lieu of the three allowed.
- To allow both signs to maintain the existing setback of the existing pylon sign, which would result in a front yard setback of 8'-0" in lieu of the required 10'-0" and side yard setbacks of 4'-0" in lieu of the 6'-0" required.
- To allow both signs to be 15 feet in height in lieu of the 8'-0" height allowed for the first sign and the 6'-0" height allowed for the second.

The applicant has indicated that while the total number of waivers may seem substantial, the resulting products are not, and in fact give the site a cleaner, more updated appearance. Please note that the applicant was not able to secure an elevation for the Ferrari sign or the revised site plan by the time the packet was distributed. As such, they plan to provide this information to the Board on Tuesday. It should also be noted that the Maserati elevation submitted by the applicant has been revised to reflect an overall height of 15'-0" rather than the 14.76' originally proposed. This also results in a total square footage increase from 79.41 square feet to 81.25 square feet. It is assumed that the Ferrari sign will mirror these dimensions as originally proposed. Both of these revisions are reflected in the attached ordinance and waiver requests above.

Due to the nature of the request, a major adjustment to a Planned Development goes directly to the Village Board for action. The applicant has stated they feel that the requested changes are in substantial conformity with the approved Planned Development since they are not dramatically altering the site plan and are simply eliminating a non-conforming sign with updated, cleaner and less obstructive signage.

Pursuant to Article 11, Section 11-603(K)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review. Staff believes that the changes are in substantial conformity with the approved plans and recommends approval to the Village Board.

**MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Major Adjustment to a Planned Development for Two New Monument Signs at 420 E. Ogden", subject to the waivers stated above.**

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

**COMMITTEE ACTION:** On April 22, 2013, the Zoning and Public Safety Committee moved, with a vote of 3-0 and 1 abstention, to recommend approval of the above motion, subject to the applicant providing a revised site plan showing the location of both signs on the east side of the property, as well as confirmation as to the sign content on both sides of both signs.

**BOARD ACTION:**



VILLAGE  
OF HINSDALE

**MAJOR ADJUSTMENT TO PLANNED  
DEVELOPMENT  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**\*Must be accompanied by completed Plan Commission Application**

Address of proposed request: 420 E. OGDEN AV.

Proposed Planned Development request: SIGNAGE

Amendment to Adopting Ordinance Number: \_\_\_\_\_

**REVIEW CRITERIA:**

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, by ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

WE PLAN (IF POSSIBLE) TO REMOVE THE  
40 YEAR OLD EXISTING SIGN AND UPGRADE TO  
A TOTEM POLE SIGN THAT IS THE REQUIREMENT  
OF THE FERRARI/MASERATI FRANCHISE AGREEMENT.  
THERE WILL BE "MASERATI" ON THE WESTERN  
SIDE OF THE PROPERTY AND "FERRARI" ON  
THE EAST SIDE OF THE PROPERTY. THIS WILL MAKE  
A MUCH CLEANER LOOK FOR THE DEALERSHIP AND  
THE VILLAGE. THANK YOU FOR YOUR CONSIDERATION -

*John Wamberger*  
(owner)



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**PLAN COMMISSION APPLICATION  
FOR BUSINESS DISTRICTS**

**I. GENERAL INFORMATION**

**Applicant**

Name: JOHN WEINBERGER  
 Address: 420 E OGDEN AV.  
 City/Zip: HINSDALE ILL  
 Phone/Fax: 630 655 3537 655 3541  
 E-Mail: JOHN.FWEINBERGER@AOL.COM

**Owner**

Name: JOHN WEINBERGER  
 Address: Same  
 City/Zip: \_\_\_\_\_  
 Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/Zip: \_\_\_\_\_  
 Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/Zip: \_\_\_\_\_  
 Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

**Disclosure of Village Personnel:** (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_



## II. SITE INFORMATION

Address of subject property:

420 E. OGDEN AV.

Property identification number (P.I.N. or tax number):

09-01-212-004  
09-01-212-005

Brief description of proposed project:

TO UPDATE OUR CORPORATE  
IDENTITY. GET RID OF OLD SIGN AND REPLACE WITH TOTEM SIGNS  
THAT THE FRANCHISE IS REQUIRING.

General description or characteristics of the site:

ONE SIGN (monument) PICTURE ENCLOSED IN THIS APPLICATION  
TO BE TAKEN AWAY AND REPLACED WITH MORE UP TO DATE  
IDENTIFICATION.Existing zoning and land use: Business

Surrounding zoning and existing land uses:

North: HWY 34

South: Home

East: NORMANDY BUILDERS

West: CHASE BANK

Proposed zoning and land use:

Existing square footage of property: 60,000 square feetExisting square footage of all buildings on the property: APPROX 40,000 square feet

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

Site Plan Approval 11-604

Map and Text Amendments 11-601E  
Amendment Requested:

Design Review Permit 11-605E

☒ SIGN CHANGE

Exterior Appearance 11-606E

☒ Planned Development 11-603E (MAJOR ADJUST)

Special Use Permit 11-602E

Special Use Requested:

Development in the B-2 Central Business  
District Questionnaire

# TABLE OF COMPLIANCE

Address of subject property:

420 E. OGDEN AV.

The following table is based on the OGDEN AV. Zoning District.

	Minimum Code Requirements			Proposed/Existing Development
	B-1	B-2	B-3	
Minimum Lot Area	6,250	2,500	6,250	No
Minimum Lot Depth	125'	125'	125'	
Minimum Lot Width	50'	20'	50'	
Building Height	30'	30'	30'	
Number of Stories	2	2	2	CHANGE
Front Yard Setback	25'	0'	25'	
Corner Side Yard Setback	25'	0'	25'	
Interior Side Yard Setback	10'	0'	10'	
Rear Yard Setback	20'	20'	20'	HERE
Maximum Floor Area Ratio (F.A.R.)*	.35	2.5	.50	
Maximum Total Building Coverage*	N/A	80%	N/A	
Maximum Total Lot Coverage*	90%	100%	90%	
Parking Requirements				
Parking front yard setback				
Parking corner side yard setback				
Parking interior side yard setback				
Parking rear yard setback				
Loading Requirements				
Accessory Structure Information (height)	15'	15'	15'	

\* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance:

## CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
  2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
  3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
  4. Location, size, and arrangement of all outdoor signs and lighting.
  5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
  6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
  7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 13 day of JAN, 2013, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

Name of applicant or authorized agent

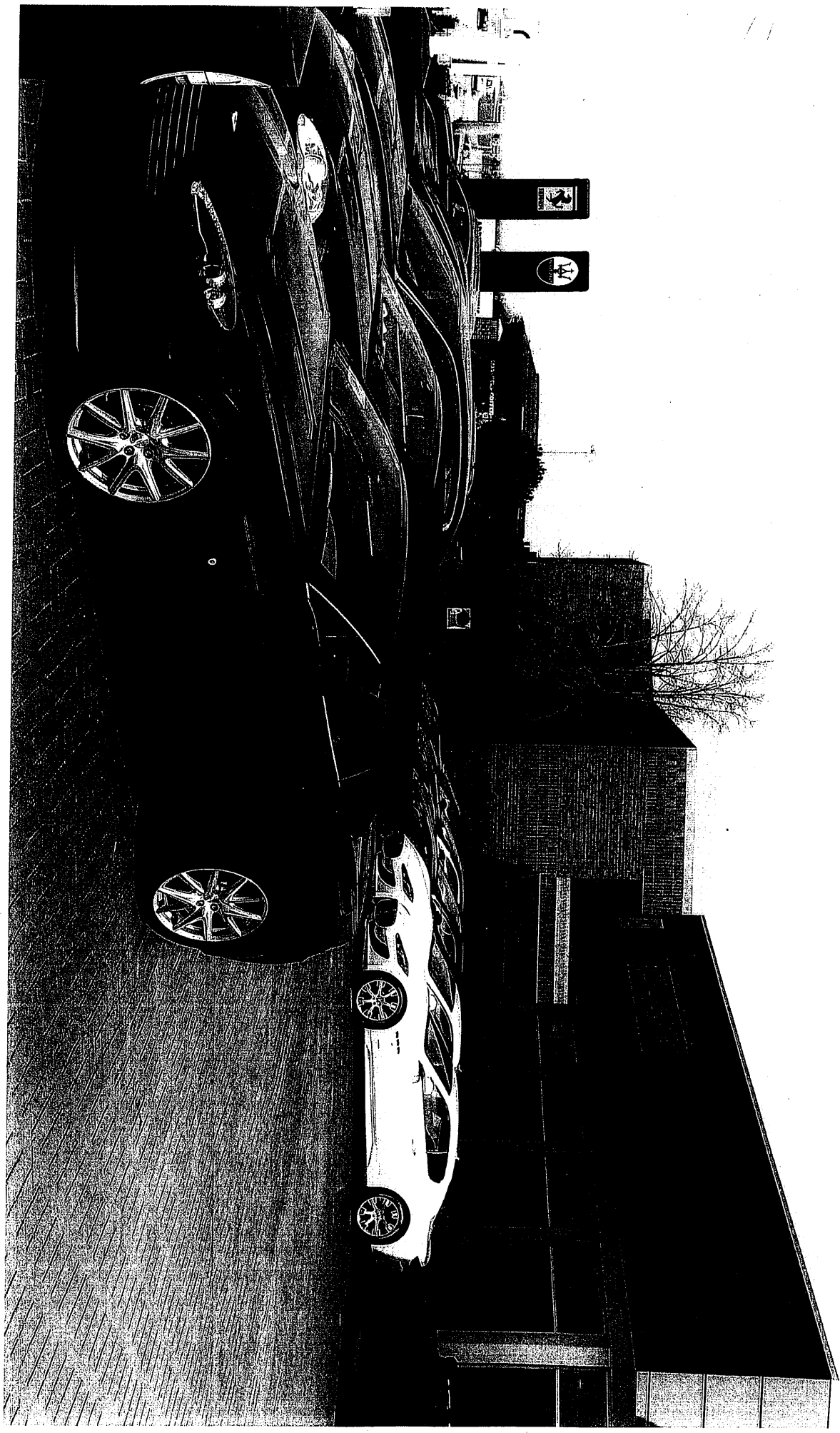
SUBSCRIBED AND SWORN  
to before me this 13 day of Jan 2013

Notary Public

4

OFFICIAL SEAL  
EILEEN BRONGIEL  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07/11/14





VILLAGE OF HINSDALE

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT  
TO A PLANNED DEVELOPMENT FOR TWO NEW MONUMENT SIGNS  
AT 420 E. OGDEN – CONTINENTAL MOTORSPORTS**

**WHEREAS**, a Planned Development for Continental Motorsports (the "Applicant") at 420 E. Ogden Avenue (the "Subject Property") was originally approved by Ordinance on October 19, 2010 (the "Planned Development"); and

**WHEREAS**, the Subject Property is improved with a Ferrari/Maserati auto dealership, and is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, part of the original approval of the Planned Development included an existing, outdated and non-conforming pylon sign that had been on the Subject Property for many years; and

**WHEREAS**, Ferrari/Maserati is now requiring the Applicant to update its signage and branding. Rather than simply replace the panel on the existing pylon sign, the Applicant is proposing to improve the site with the signage required and authorized by Ferrari/Maserati in the form of two monument signs (one for Ferrari and one for Maserati) that are more vertical in nature and less obtrusive than the existing pylon sign (the "proposed signs"). One sign would replace the existing pylon sign, and the second would be on the opposite side of the Subject Property, mirroring the size and setbacks of the first. Plans and specifications depicting the proposed signs are attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, replacing the existing sign with the proposed signs from Ferrari/Maserati requires several waivers due to the specific design requirements, and is a major adjustment to the approved final plan for the Planned Development requiring the approval of the Village Board pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code; and

**WHEREAS**, the Applicant has now submitted an application for a major adjustment to the Planned Development to allow for the proposed signs and related waivers on the Subject Property (the "Application"); and

**WHEREAS**, the Zoning and Public Safety Committee considered the Application at a public meeting on April 22, 2013 and, after finding the proposed signs and related waivers to be in substantial conformity with the Planned Development, recommended to this President and Board of Trustees approval of the major adjustment on a vote of 3-0 with 1 abstention; and

**WHEREAS**, the Board of Trustees of the Village have duly considered the recommendation of the Zoning and Public Safety Committee, and all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes to the approved final plan for the Planned Development that, as approved by this Ordinance, will be in substantial conformity with the approved final plan for the Planned Development, in conformance with Subsection 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code.

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

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

**SECTION 2: Approval of Major Adjustment to the Approved Planned Development.** The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(L) and 11-603(K)(2) of the Hinsdale Zoning Code, approve the major adjustment to the previously approved final plan for the Planned Development, to allow for the proposed signs and related waivers as follows:

- To allow two ground signs instead of the one allowed by Code;
- To allow a total square footage of 81.25 square-feet in lieu of the 50 square-feet allowed;
- To allow the Ferrari sign to have five colors in lieu of the three allowed by Code;
- To allow both signs to maintain the existing setback of the existing pylon sign, which would result in a front-yard setback of 8'-0" in lieu of the required 10'-0", and side-yard setbacks of 4'-0" in lieu of the 6'-0" required.
- To allow both signs to be 15.0 feet in height in lieu of the 8'-0" height allowed for the first sign and the 6'-0" height allowed for the second.

The Planned Development is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

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

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work relative to installation of the signs. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced relative to the signs until all permits, approvals, and other authorizations for such work have been

properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Plans. All work relative to installation of the signs shall be undertaken only in strict compliance with the approved plans and specifications for the signs, including those attached hereto as **Exhibit B** and made a part hereof.
- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Planned Development, the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the installation of the signs on the Subject Property. All work related to the signs shall comply with all Village codes, ordinances, and regulations at all times.
- D. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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



PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

ATTEST:

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2013

**EXHIBIT A**

**LOT 1 IN CONTINENTAL MOTORSPORTS, BEING A SUBDIVISION  
OF PART OF THE NORTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS**

**PIN: 09-01-212-004**


**COMMONLY KNOWN AS: 420 E. OGDEN AVENUE, HINSDALE,  
ILLINOIS**

**EXHIBIT B**

**PLANS AND SPECIFICATIONS  
(ATTACHED)**



## MEMORANDUM

**Date:** May 3, 2013  
**To:** President and Board of Trustees  
**From:** Christine Bruton, Village Clerk   
**RE:** Board Agenda Items - ACA Consent




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The supporting documentation for the ACA Consent Agenda can be found in the ACA packet for the meeting held Monday, May 6th.

Thank you.

cc: Village Manager  
Village Attorney  
Department Heads

DATE May 3, 2013

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois  Assistant Village Manager/Director of Finance
<p>At the meeting of May 07, 2013 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p><b>Motion:</b> To move approval and payment of the accounts payable for the period of April 13, 2013 through May 3, 2013 in the aggregate amount of <u>\$988,395.13</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
<b>STAFF APPROVALS</b>			
APPROVAL	APPROVAL	APPROVAL	APPROVAL  MANAGER'S APPROVAL 
<b>COMMITTEE ACTION:</b>			
<b>BOARD ACTION:</b>			

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1543**

**FOR PERIOD April 13, 2013 through May 3, 2013**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$988,395.13 reviewed and approved by the below named officials.

APPROVED BY  DATE May 1, 2013  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 5/1/13  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale  
Warrant # 1543  
Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	10000	139,788.38	-	139,788.38
Motor Fuel Tax Fund	23000	3,666.27		3,666.27
Capital Project Fund	45300	362,430.13		362,430.13
Water & Sewer Operations	61061	14,544.01	-	14,544.01
Water & Sewer Capital	61062	211,761.36		211,761.36
Payroll Revolving	79000	29,759.58	181,729.40	211,488.98
Escrow Funds	72100	44,716.00		44,716.00
<b>Total</b>		<b>806,665.73</b>	<b>181,729.40</b>	<b>988,395.13</b>



WARRANT REGISTER # 1543 5/ 7/13

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AFLAC-FLEXONE			
174157 ALFAC OTHER	042613000000000	248.14	
174158 AFLAC OTHER	042613000000000	264.33	
174159 AFLAC SLAC	042613000000000	72.75	
	CHECK NO. 93843		585.22
ANTONIOU, JEAN			
174179 WATER REFUND	2811521	465.53	
	CHECK NO. 93844		465.53
AWWA			
174175 MEMBERSHIP 2013-2014	7000612396	1794.00	
	CHECK NO. 93845		1794.00
COLONIAL LIFE PROCESSING			
174150 COLONIAL S L A C	042613000000000	74.75	
174151 COLONIAL OTHER	042613000000000	27.63	
	CHECK NO. 93846		102.38
HOME DEPOT CREDIT SERVICE			
174173 SUPPLIES	9020643	8.20	
174174 SILT FENCING	3022354	418.61	
	CHECK NO. 93847		426.81
I.U.O.E.LOCAL 150			
174164 LOCAL 150 UNION DUES	042613000000000	609.49	
	CHECK NO. 93848		609.49
ISAWWA			
174178 CONFERENCE	200006118	100.00	
	CHECK NO. 93849		100.00
MANGANIELLO, JIM			
174176 METER READING	147650	1476.50	
	CHECK NO. 93850		1476.50
NATIONWIDE RETIREMENT SOL			
174152 USCM/PEBSO	042613000000000	43.12	
174153 USCM/PEBSO	042613000000000	1990.00	
	CHECK NO. 93851		2033.12
NATIONWIDE TRUST CO.FSB			
174160 ACCRUED SK PEHP BONUS	042613000000000	18972.56	
174161 PEHPPD	042613000000000	615.64	
174162 PEHP REGULAR	042613000000000	2334.19	
	CHECK NO. 93852		21922.39

## WARRANT REGISTER #

1543

5/ 7/13

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STATE DISBURSEMENT UNIT			
174163 CHILD SUPPORT	0426130000000000	1084.62	
	CHECK NO. 93853		1084.62
STATE DISBURSEMENT UNIT			
174165 CHILD SUPPORT	0426130000000000	313.21	
	CHECK NO. 93854		313.21
STATE DISBURSEMENT UNIT			
174166 CHILD SUPPORT	0426130000000000	585.00	
	CHECK NO. 93855		585.00
STATE DISBURSEMENT UNIT			
174167 CHILD SUPPORT	0426130000000000	184.62	
	CHECK NO. 93856		184.62
STATE DISBURSEMENT UNIT			
174168 CHILD SUPPORT	0426130000000000	1615.38	
	CHECK NO. 93857		1615.38
VILLAGE OF HINSDALE			
174154 MEDICAL REIMBURSEMENT	0426130000000000	344.57	
174155 MEDICAL REIMBURSEMENT	0426130000000000	290.83	
174156 DEP CARE REIMB.F/P	0426130000000000	88.75	
	CHECK NO. 93858		724.15
VILLAGE OF HINSDALE-FINAN			
174177 PETTY CASH	31781	317.81	
	CHECK NO. 93859		317.81
HACIENDA LANDSCAPING			
173940 PLAYGROUND INSTALLATION	19420020-04/13	19420.20	
	CHECK NO. 93860		19420.20
111 LINCOLN LLC			
173867 CONT BD/111 S LINCOLN	20970	2000.00	
	CHECK NO. 93861		2000.00
A PLUS GARAGE DOOR, INC			
173945 REMOTES	61970	235.00	
	CHECK NO. 93862		235.00
ABC COMMERCIAL MAINT SERV			
174132 KLM CUSTODIAL SERVICES	066	1092.00	
	CHECK NO. 93863		1092.00
ALEXANDER EQUIPMENT			

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ALEXANDER EQUIPMENT			
174114 CHAINS	91825	185.60	
	CHECK NO. 93864		185.60
AMAZING RESTORATIONS			
174182 CONT BD/12 SALT CR #425	20951	10000.00	
	CHECK NO. 93865		10000.00
AMERICAN EXPRESS			
173958 ASST SUPPLIES/DINNERS	802005-03/13	953.79	
	CHECK NO. 93866		953.79
ARABIAN KNIGHTS FARMS			
173943 CLASSES	0403134	475.00	
	CHECK NO. 93867		475.00
ARAMARK UNIFORM SERVICES			
173918 UNIFORMS	7018048554	227.14	
174106 UNIFORMS	7018057314	277.60	
	CHECK NO. 93868		504.74
AT & T			
174116 VEECK PARK	6303233863-04/13	129.49	
	CHECK NO. 93869		129.49
BATTERY GIANT			
173909 BATTERIES	10062	56.95	
	CHECK NO. 93870		56.95
BHFX DIGITAL IMAGING			
174144 COPIER OVERAGE	121865	32.34	
	CHECK NO. 93871		32.34
BIETERMAN RICK			
173896 BB OFFICIAL	570-04/13	570.00	
	CHECK NO. 93872		570.00
BRETT EQUIPMENT			
173857 BULBS	219968	30.78	
	CHECK NO. 93873		30.78
BRUSS LANDSCAPING INC			
173866 CONT BD/828 S OAK	20848	500.00	
	CHECK NO. 93874		500.00
BUTTREY RENTAL SERVICE IN			
173947 GRINDER	162145	75.00	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
BUTTREY RENTAL SERVICE IN			
173948 BLOWER	162197	149.95	
	CHECK NO. 93875		224.95
CARLIN HORTICULAR SUPPLIE			
173926 PRUNER	56643300	99.70	
173927 STEEL BOLT	56643301	21.06	
	CHECK NO. 93876		120.76
CARROT-TOP INDUSTRIES, IN			
174119 FLAGS	S00162430	394.50	
174194 FLAGS	C11313485	239.20	
	CHECK NO. 93877		633.70
CASE LOTS INC			
173895 PAPER GOODS	047673	245.25	
173935 PAPER GOODS	047794/47795	983.05	
174147 PAPER GOODS	047966	247.80	
	CHECK NO. 93878		1476.10
CDW-GOVERNMENT INC.			
173882 SCANNER	BM24487	444.71	
173905 SOFTWARE	BM06806	235.11	
174100 PRINTER	BP61845	187.68	
174129 CAMERA	BQ56857	150.05	
174189 PRINTER	BR73335	140.49	
	CHECK NO. 93879		1158.04
CEDAR VALLEY			
173888 MULCH	1072	2507.50	
	CHECK NO. 93880		2507.50
CHICAGO ELEVATOR COMPANY			
173852 ELEVATOR WIRING	412468	425.00	
	CHECK NO. 93881		425.00
CIARDELLI, PAULA			
173861 CONT BD/734 S GRANT	19514	500.00	
	CHECK NO. 93882		500.00
CINTAS			
173875 RUGS TOWELS ETC	769210381	255.26	
173934 RUGS TOWELS ETC	769213732	190.25	
174146 RUGS TOWELS ETC	769217224	255.26	
	CHECK NO. 93883		700.77
CLARK DIETZ ENGINEERS			

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CLARK DIETZ ENGINEERS			
173953 OAK STREET BRIDGE	28	11682.33	
	CHECK NO. 93884		11682.33
COGGER, STEPHEN W.			
173928 REIMBURSTMENT	61969	69.63	
173946 REIMBURSTMENT	61971	19.95	
	CHECK NO. 93885		89.58
COLLEGE OF DUPAGE			
174137 RECRUIT ACADEMY	13-04	8952.00	
	CHECK NO. 93886		8952.00
COMED			
174196 21 SPINNING WHEEL	1131101044-04/13	249.48	
174197 5901 COUNTY LINE	7093551008-04/13	1703.24	
174198 314 SYMONDS	0417073048-04/13	366.33	
174199 19 S CLAY	0075151076-04/13	439.48	
174200 57TH STREET	0015093062-04/13	331.43	
174201 PIERCE PARK	7011378007-04/13	678.00	
174202 708 S VINE	8521083007-04/13	516.72	
174203 27 E HINSDALE	8521342001-04/13	524.99	
174204 5903 COUNTY LINE	7093550127-04/13	90.57	
174205 VEECK PARK	2425068008-04/13	518.85	
174206 WARMING HOUSE	0203017056-04/13	214.81	
174207 BURLINGTON PARK	0499147045-04/13	25.92	
174218 BROOK PARK	8605174005-04/13	242.08	
174219 METRA PARKING	0203065105-04-1	50.68	
174220 CLOCK TOWER	0381057101-04/13	28.39	
174221 WASHINGTON PARK	2838114008-04/13	48.80	
174222 WASHINGTON ST	2378029015-04/13	52.60	
174223 WATER	8521400008-04/13	31.52	
174224 ELEANOR PARK	8689206002-04/13	34.28	
174225 STOUGH PARK	8689480008-04/13	15.62	
174226 HICKORY	868960004-04/13	17.69	
174227 FOUNDTAIN	0471095066-04/13	62.44	
174228 ROBBINS PARK	0639032045-04/13	15.85	
174229 SAFETY TOWN	7261620005-04/13	16.60	
174230 RR	7011157008-04/13	55.18	
174231 WALNUT STREET	7011481009-04/13	27.39	
174232 VEECK PARK	3454039030-04/13	1065.76	
174233 BURLINGTON PARK	6583006139-04/13	25.91	
	CHECK NO. 93887		7450.61
COMMERCIAL COFFEE SERVICE			
173893 COFFEE	118099	73.00	
173921 CREAMER	118089	32.00	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMMERCIAL COFFEE SERVICE			
173931 COFFEE	118094	103.50	
	CHECK NO. 93889		208.50
CONSTELLATION NEWENERGY			
174215 TRANSFORMER	9822250	1730.20	
174216 908 ELM	9826750	127.93	
174217 STREET LIGHTS	9826728	491.48	
	CHECK NO. 93890		2349.61
COOK COUNTY TREASURER			
174149 TRAFFIC MAINTENANCE	EMM2013	24.00	
	CHECK NO. 93891		24.00
COURTNEYS SAFETY LANE			
173913 SAFETY INSPECTIONS	053676	122.00	
174242 SAFETY INSPECTION	053753	35.00	
	CHECK NO. 93892		157.00
DEETER, DAN			
174115 REIMBURSEMENT	60941	43.09	
	CHECK NO. 93893		43.09
DLAND CONSTRUCTION LLC			
173951 50/50 SIDEWALK	586-1	3666.27	
	CHECK NO. 93894		3666.27
DUN RITE SILT FENCE CORP			
173889 SILT FENCE	1300	2002.00	
	CHECK NO. 93895		2002.00
DUPAGE COUNTY HEALTH DEPT			
173942 POOL PERMITS	15200/05/06	675.00	
	CHECK NO. 93896		675.00
DUPAGE COUNTY RECORDER			
173850 RECORDING FEES	20130321/327	506.00	
	CHECK NO. 93897		506.00
DUPAGE COUNTY TREASURER			
173906 TRANSACTION FEES	1761	5.42	
	CHECK NO. 93898		5.42
DUPAGE TOPSOIL, INC.			
174247 DIRT	036233	305.00	
	CHECK NO. 93899		305.00

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
EARL COWELL JR 173950 TICKET VOIDED	0210040750-1 CHECK NO. 93900	37.50	37.50
ECK, RICHARD 173864 CONT BD/400 PAMELA	20528 CHECK NO. 93901	2500.00	2500.00
EMERGENCY MEDICAL PROD 173897 MISC MEDICAL 174125 MISC MEDICAL SUPPLIES	1545428 1548153 CHECK NO. 93902	272.40 65.34	337.74
ERM 174109 DECOR LAMPS	33635 CHECK NO. 93903	2417.39	2417.39
EXCELL FASTENER SOLUTIONS 174122 WASHERS	2886 CHECK NO. 93904	82.94	82.94
FEDEX 174210 OVERNIGHT EXPRESS	225126640 CHECK NO. 93905	224.45	224.45
FIRE SAFETY CONSULTANTS 174143 FIRE ALARM REVIEW	2013420 CHECK NO. 93906	1156.80	1156.80
FIRESTONE STORES 174127 TIRES	094065 CHECK NO. 93907	543.08	543.08
FLEET PRIDE 173883 OIL PAN 173919 BRAKE REPAIRS 173937 VALVE	53430208 53603874 53604617 CHECK NO. 93908	418.30 1897.61 587.28	2903.19
FLEET SAFETY SUPPLY 173923 CONNECTOR	57615 CHECK NO. 93909	85.11	85.11
FRED GLINKE PLUMBING AND 173859 COUPLINGS	29048 CHECK NO. 93910	33.90	33.90

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
GALLS AN ARAMARK COMPANY			
174128 UNIFORMS	526001	159.92	
174145 UNIFORMS	539368/543818	195.48	
174208 UNIFORMS	532898	3599.87	
	CHECK NO. 93911		3955.27
GENES TIRE SERVICE			
174140 TIRE REPAIR	101443	61.20	
	CHECK NO. 93912		61.20
GRAINGER, INC.			
173933 AIR COMPRESSOR	9110982007	1202.40	
173957 FLOOD LIGHTS	9117837972	132.48	
	CHECK NO. 93913		1334.88
H2O SERVICES, INC.			
174120 BOILER WATER TREATMENTS	2699	346.60	
	CHECK NO. 93914		346.60
HASTY AWARDS			
173941 RIBBONS	03132147	653.60	
	CHECK NO. 93915		653.60
HAWKINS, INC.			
174110 CHEMICALS	3454923	2211.86	
174211 CHEMICALS	3457887	2297.37	
	CHECK NO. 93916		4509.23
HD SUPPLY WATERWORKS			
174107 METERS	6492971	900.00	
	CHECK NO. 93917		900.00
HERITAGE CRYSTAL CLEAN			
173874 CLEAN SOLVENT	12443437	514.83	
	CHECK NO. 93918		514.83
HINSDALE H.S. #86			
173904 KLM REFUND	EN130315/21075	250.00	
	CHECK NO. 93919		250.00
HINSDALE NURSERIES, INC.			
174181 CONT BD/904 CLEVELAND	19746	500.00	
	CHECK NO. 93920		500.00
HOLZRICHTER, DOUG			
173903 KLM REFUND	EN130323/21060	500.00	
	CHECK NO. 93921		500.00



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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
HOMMERDING, KIM 174113 KLM REFUND	EN131012/21047 CHECK NO. 93922	450.00	450.00
HOVING PIT STOP 174131 KLM PORTABLES	65657 CHECK NO. 93923	205.71	205.71
HR BLUEPRINT 174111 PRINTING	84340 CHECK NO. 93924	13.60	13.60
HR GREEN INC 174240 WOODLANDS 174244 CSO OPERATOR	85804 085244 CHECK NO. 93925	7566.05 237.50	7803.55
HUFF & HUFF INC 173855 MAPPING	1303079 CHECK NO. 93926	2309.16	2309.16
ILLCO, INC. 174118 GASKETS	23814811 CHECK NO. 93927	3.09	3.09
ILLINOIS MUNICIPAL 173900 DUES	1226-04/13 CHECK NO. 93928	1226.00	1226.00
-----VOID-----VOID-----VOID-----			
	CHECK NO. 93929		
INDUSTRIAL ELECTRIC 173879 BENDER HEAD 174148 CONNECTOR	215462 215699 CHECK NO. 93930	10.00 112.00	122.00
INSTITUTE IN BASIC LIFE 174136 ANNUAL REPORT	20130089 CHECK NO. 93931	290.00	290.00
IPAC 174238 MEMBERSHIP	61979 CHECK NO. 93932	125.00	125.00
IRMA			

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
IRMA			
174099 MARCH DEDUCTIBLES	12271/12301	7653.05	
	CHECK NO. 93933		7653.05
J & L ENGRAVING			
173924 TAGS	1613	173.75	
	CHECK NO. 93934		173.75
J JORDAN HOMES			
174186 CONT BD/11 N MADISON	21123	2000.00	
	CHECK NO. 93935		2000.00
JAHHRI, NADA			
173902 KLM REFUND	EN130310/21089	250.00	
	CHECK NO. 93936		250.00
JAMES J BENES & ASSOC INC			
173858 RESURFACING	1424000	1930.63	
	CHECK NO. 93937		1930.63
KARA SYSTEMS			
174101 SURVEY MATERIALS	290613	265.49	
	CHECK NO. 93938		265.49
KELLER, MARK			
174142 REIMBURSEMENT	61976	121.76	
	CHECK NO. 93939		121.76
KENNA BUILDERS			
174188 STM WTR/424 WOODSIDE	19893	3916.00	
	CHECK NO. 93940		3916.00
KIEFT BROS INC			
173890 BASIN REPAIRS	193302	146.67	
174134 MORTAR MIX	193476	71.50	
	CHECK NO. 93941		218.17
LAPTOP BATTERY STORE			
173911 LAPTOP BATTERY	265250-1	63.90	
	CHECK NO. 93942		63.90
LEADS CONSTRUCTION			
173869 CONT BD/5705 S ELM	21175	1250.00	
	CHECK NO. 93943		1250.00
LEOPARDO COMPANIES			
173870 CONT BD/908 N ELM	21185	2000.00	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
LEOPARDO COMPANIES	CHECK NO. 93944		2000.00
LICHTENBERGER HOMES			
174183 CONT BD/111 N ADAMS	20988	5000.00	
	CHECK NO. 93945		5000.00
LIPLIN, HEATHER			
174103 MILEAGE	61367	84.36	
	CHECK NO. 93946		84.36
LUYE SHOWROOM LTD			
173871 CONT BD/60 GLENDALE	21195	500.00	
	CHECK NO. 93947		500.00
MAIL FINANCE			
173912 QTERLY LEASE	N3919846	435.00	
	CHECK NO. 93948		435.00
MARAGOS, CYNTHIA			
174187 SITE MNGE/539 N ELM	20546	500.00	
	CHECK NO. 93949		500.00
MARTAM CONSTRUCTION INC			
174245 CHESTNUT STREET	10987	543580.88	
	CHECK NO. 93950		543580.88
MCALLISTER EQUIPMENT			
173880 BOLT ON EDGE	AP86029	599.52	
	CHECK NO. 93951		599.52
MCMASTER-CARR			
174191 MIRROR	50086099	208.22	
	CHECK NO. 93952		208.22
MCS METER SERVICE			
173925 CALIBRATION	1004	70.00	
	CHECK NO. 93953		70.00
MICRO CENTER A/R			
174190 CABLE	3078976	64.99	
	CHECK NO. 93954		64.99
MINER ELECTRONICS			
173884 SQUAD REPAIRS	249285	338.85	
174126 SQUAD REPAIRS	249088	237.25	
	CHECK NO. 93955		576.10

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MOORE CONSTRUCTION			
173872 CONT BD/10 E HINSDALE	21196	500.00	
	CHECK NO. 93956		500.00
MOTOROLA			
174133 MAINTENANCE	119694	765.00	
	CHECK NO. 93957		765.00
MUNICIPAL EMERGENCY SERVI			
173898 CHAIN REPAIRS	00401156	144.12	
	CHECK NO. 93958		144.12
NATIONAL ELEVATOR INSP			
174193 INSPECTION	0109843	105.00	
	CHECK NO. 93959		105.00
NATIONAL SEED			
174180 SEED	536863SI	960.00	
	CHECK NO. 93960		960.00
NEAL, SUSAN			
174243 VEHICLE SOLD	A-1528	30.00	
	CHECK NO. 93961		30.00
NICOR GAS			
173860 350 VINE	1327011000-03/13	353.01	
173915 5905 COUNTY LINE	1295211000-03/13	221.46	
173916 LODGE	0667735657-03/13	698.50	
173917 5903 COUNTY LINE	1811704647-03/13	503.04	
174234 GENERATOR	3846601000-04/13	82.42	
	CHECK NO. 93962		1858.43
NIPSTA			
173873 CERTIFICATION	10255	775.00	
	CHECK NO. 93963		775.00
NORMANDY BUILDERS			
174184 CONT BD/116 S VINE	20883	2550.00	
174185 CONT BD/605 S BRUNER	20916	1500.00	
	CHECK NO. 93964		4050.00
NUCO2 INC			
173922 SUPPLIES	RI37183097	42.69	
	CHECK NO. 93965		42.69
OSTROWSKI, JASON			
173929 DEPOSIT	818168	205.00	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
OSTROWSKI, JASON	CHECK NO. 93966		205.00
POMPS TIRE SERVICE, INC. 173881 TIRES	470007824 CHECK NO. 93967	718.92	718.92
PRO SAFETY 174212 SAFETY GEAR	750600 CHECK NO. 93968	80.60	80.60
PROVEN BUSINESS SYSTEMS 174192 STAPLES	147733 CHECK NO. 93969	160.00	160.00
QUARRY MATERIALS, INC. 173891 COLD MIX 174135 COLD MIX	46244 46260 CHECK NO. 93970	556.20 574.56	1130.76
RAZI, SALAHUDDIN 173863 CONT BD/120 N CLAY	020432 CHECK NO. 93971	500.00	500.00
RAZI, SALAHUDDIN, 173865 CONT BD/120 N CLAY	20555 CHECK NO. 93972	1000.00	1000.00
RELADYNE MID TOWN PETROLE 174123 BULK OIL	743386R-DM CHECK NO. 93973	1450.00	1450.00
REMPE SHARPE & ASSOCIATES 173952 2013 RESURFACING 173954 2013 RECONSTRUCTION	23305 23303 CHECK NO. 93974	188.80 9005.30	9194.10
RHOADS, MERRIBETH 173908 CLASS REFUND	116878 CHECK NO. 93975	130.00	130.00
RIGGSBY COMPANIES 173868 CONT BD/777 N YORK #13	20956 CHECK NO. 93976	6500.00	6500.00
ROSENBAUER MINNESOTA LLC 174141 TUBE	8450	55.00	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ROSENBAUER MINNESOTA LLC	CHECK NO. 93977		55.00
RUSO POWER EQUIPMENT			
173876 TRIMMER	1550409	1005.00	
174246 GAS CAN	1550413	128.18	
	CHECK NO. 93978		1133.18
RYDIN SIGN & DECAL			
173938 12/13 PARKING PERMITS	282520	1534.11	
	CHECK NO. 93979		1534.11
S.S. EXPRESS			
174117 BROCHURES	22858	95.00	
	CHECK NO. 93980		95.00
SERVICE FORMS & GRAPHICS			
174213 LETTERHEAD	144481	571.60	
	CHECK NO. 93981		571.60
SKOKNA, NICK			
173853 PADDLE COURT CLEANING	900-03/13	900.00	
	CHECK NO. 93982		900.00
SLAS, SHERI			
174105 INSTRUCTION *REIMB EXP*	322212-C	240.00	
	CHECK NO. 93983		240.00
SMITH & WARREN			
173907 BADGE	A323938	121.65	
	CHECK NO. 93984		121.65
SOCCER ONE			
173887 NETS	0000294227	821.65	
	CHECK NO. 93985		821.65
SOUTHWEST CENTRAL DISPATC			
174104 FD DISPATCHING	101201166-04/13	6048.28	
174124 PD DISPATCHING	101201163-04/13	22413.46	
	CHECK NO. 93986		28461.74
SPORTSFIELD INC			
173886 DIAMOND DRY	213116	457.50	
	CHECK NO. 93987		457.50
STOMPER, SCOTT			
173885 FLYER	0030	170.00	

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STOMPER, SCOTT			
174130 BROCHURE DESIGN	0031	85.00	
	CHECK NO. 93988		255.00
SUBURBAN LABORATORIES, IN			
174102 TESTING	26962	85.00	
	CHECK NO. 93989		85.00
TAMELING INDUSTRIES			
174108 LANDSCAPE SUPPLIES	85046	32.67	
	CHECK NO. 93990		32.67
TEAM SALES			
174235 CLASS	16410	495.00	
	CHECK NO. 93991		495.00
TELLEZ, MARK			
174237 REFUND OVERPAYMENT	1500-04/13	15.00	
	CHECK NO. 93992		15.00
TERMINAL SUPPLY CO			
174121 PINS	24007-00/01	26.37	
	CHECK NO. 93993		26.37
TERRACE SUPPLY CO			
174079 WELDING EQUIPMENT	7784/8301/1835	359.55	
	CHECK NO. 93994		359.55
THIRD MILLENIUM			
173878 WATER BILLING	15631	1030.03	
	CHECK NO. 93995		1030.03
THOMPSON MEDIA GROUP			
173877 HAND BOOKS	5649199-04/13	965.99	
	CHECK NO. 93996		965.99
THOMSON REUTERS WEST			
173914 BUSINESS REPORTS	826933018	137.45	
	CHECK NO. 93997		137.45
TPI BLDG CODE CONSULTANT			
173851 PLAN REVIEW	6496	7148.79	
	CHECK NO. 93998		7148.79
TRINITY LUTERAN SCHOOL			
173901 KLM REFUND	EN130308/21049	500.00	
	CHECK NO. 93999		500.00

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PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
US GAS			
173936 OXYGEN	199572	83.00	
	CHECK NO. 94000		83.00
USA BLUE BOOK			
173949 CYLINDER	931001	83.20	
	CHECK NO. 94001		83.20
VILLA PARK OFFICE EQUIPME			
174138 REPAIR	45009	649.00	
	CHECK NO. 94002		649.00
VILLAGE OF HINSDALE-POLIC			
174236 POLICE PETTY CASH	30742	307.42	
	CHECK NO. 94003		307.42
W S DARLEY & CO			
173894 UNIFORMS	17061666	126.74	
	CHECK NO. 94004		126.74
WAGEWORKS			
174112 FSA SERVICE FEE	125AI0233776	78.00	
	CHECK NO. 94005		78.00
WAREHOUSE DIRECT INC			
173930 OFFICE SUPPLIES	718/722/798/922	425.45	
173932 OFFICE SUPPLIES	755/785/473	435.79	
173939 OFFICE SUPPLIES	700/705/816	1147.64	
173956 CHAIR MGR OFFICE	1910925	195.99	
174098 OFFICE SUPPLIES	1918235	205.18	
	CHECK NO. 94006		2410.05
WILLOWBROOK FORD INC			
173856 PAINT	5079944	7.50	
173910 BUSHING	5080460	31.78	
	CHECK NO. 94007		39.28
WILLOWBROOK/BURR RIDGE			
174195 DATABASE	50-04/2013	50.00	
	CHECK NO. 94008		50.00
WORLDPOINT			
173920 EMS	5330763	64.70	
	CHECK NO. 94009		64.70
YING ZHU & SAMEER RAZI			
173862 CONT BD/120 N CLAY	19576	1000.00	



WARRANT REGISTER #

1543


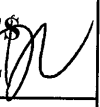
5/ 7/13

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
YING ZHU & SAMEER RAZI	CHECK NO. 94010		1000.00
ZEE MEDICAL			
174209 MEDICAL SUPPLIES	0100791401	137.13	
174241 MEDICAL SUPPLIES	0100791402	68.30	
	CHECK NO. 94011		205.43
ZIEBELL WATER SERVICE			
174214 REPAIR SLEEVE	220083000	811.52	
	CHECK NO. 94012		811.52
ZOLL MEDICAL CORP			
174139 MONITOR	2002964/3301	768.50	
	CHECK NO. 94013		768.50
	GRAND TOTAL		806,665.73

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1543**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 4/26/2013	Village Payroll #9 - Calendar 2013	FWH	44,853.29
Electronic Federal Tax Payment Systems 4/26/2013	Village Payroll #9 - Calendar 2013	FICA/MCARE	35,512.08
Illinois Department of Revenue 4/26/2013	Village Payroll #9 - Calendar 2013	State Tax Withholding	16,831.81
ICMA - 457 Plans 4/26/2013	Village Payroll #9 - Calendar 2013	Employee Withholding	12,446.50
H SA PLAN CONTRIBUTION		Employee Withholding	1,991.00
Illinois Municipal Retirement Fund		Emloyee/Employer Contribution	70,094.72
<b>Total Bank Wire Transfers and ACH Payments</b>			<b>181,729.40</b>

DATE April 30, 2013

<b>AGENDA SECTION</b> ACA	<b>ORIGINATING DEPARTMENT</b> Administration			
<b>ITEM</b> Agreement between the Village of Hinsdale and the Illinois FOP	<b>APPROVED</b> David C. Cook  Village Manager			
<p>Attached for the Board's consideration is a Collective Bargaining Agreement between the Village and the Illinois Fraternal Order of Police (FOP) for the position of Police Officer for the period of May 1, 2013 through April 30, 2016. The parties met for two (2) bargaining sessions and a tentative agreement was reached on April 17<sup>th</sup>. The Village was notified on April 23<sup>rd</sup> that the members of the FOP had ratified the Agreement. The details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>Article XI – Health Insurance: obtained a 5% employee contribution for single HMO coverage and 15% employee contribution for family HMO coverage. Language was also revised to allow the Village to develop cost containment programs in the future. In addition, all employees are eligible to enroll in any of the Village's plans regardless of the date of hire.</li> <li>Article XXVII – Productivity Standards: the time excluded from the computation each month to account for miscellaneous assignment and training has been changed from 36 hours to 20%.</li> <li>Article XVII – Grievance Procedure and Article XXVIII – Suspension, Discipline &amp; Discharge: has been modified to give the Chief the right to implement discipline with recourse through the grievance/arbitration process.</li> <li>Article XXX – Wages: 2% COLA for each of the 3 years of the contract.</li> </ul> <p>Staff believes this agreement meets the direction given to the negotiating team by the Village Board and recommends its approval. If the Board concurs with the recommendation, the following motion would be appropriate:</p> <p><b>Motion:</b> To approve the "Collective Bargaining Agreement between the Village of Hinsdale and the Illinois Fraternal Order of Police"</p>				
<b>STAFF APPROVALS</b>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

# **ILLINOIS FOP LABOR COUNCIL**

---

**and**

## **VILLAGE OF HINSDALE**

**Police Officers**

**May 1, 2013-April 30, 2016**

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487**  
**Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058**  
**Web Address: [www.fop.org](http://www.fop.org)**  
**24-hour Critical Incident Hot Line: 877-IFOP911**



**AGREEMENT**

**BETWEEN**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

**AND**

**VILLAGE OF HINSDALE**

**May 1, 2013– APRIL 30, 2016**

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## **VILLAGE OF HINSDALE**

### **Preamble**

This collective bargaining agreement is entered into by and between the VILLAGE OF HINSDALE and its Police Department (hereinafter referred to as the "Employer" or "Village") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Council"), on behalf of officers in the collective bargaining unit set forth in Article I hereof.

### **ARTICLE I - RECOGNITION**

#### **Section 1 - Representative Unit**

The Employer recognizes the Council as the sole and exclusive representative for all sworn Police Officers of the Employer in the job classification Police Officer and excluding all sworn Police Officers above the rank of Police Officer, and all supervisors, managers, confidential employees, civilian employees, industrial relations and personnel department employees.

#### **Section 2 - Dues Checkoff**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Council and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Council, or a representation fee, and shall forward such amount to the Council within thirty (30) calendar days after the close of the pay period for which the deductions are made. The amounts to be deducted shall be set by the Council.

#### **Section 3 - Fair Share**

Employees under job classifications listed in Article I, Section 1, are not required to join the Council as a condition of employment but such employees shall, during the term of this

Agreement, pay a service fee in an amount not to exceed ninety percent (90%) of the Council dues for one (1) Council employee per month for the purpose of administering the provisions of this Agreement. The Council shall certify such amount and otherwise comply with 5 ILCS 315/6 in regard to this.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the non-member and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

#### **Section 4 - Indemnification**

The Council shall indemnify and hold the Village harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provision of this Article. If an incorrect deduction is made, the Council shall refund any such amount directly to the involved employee.

#### **ARTICLE II - PROBATIONARY PERIOD**

The length of the probationary period shall be eighteen (18) months from the date of hire.

#### **ARTICLE III - MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Employer in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, the purpose, composition and function of each department and subdivision, the services and missions of the

Employer; to supervise and direct the working forces; to establish the qualifications for employment, including examination and testing; to hire, classify, select, promote and restore to career service positions employees in order to maintain a capable and efficient police force; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time-to-time to change those standards; to establish and assign work schedules, determine the starting and quitting times and the number of hours to be worked and assign work and assign overtime; to determine the location, methods, means, organization and number of personnel by which such operations and services shall be conducted, including the right to determine whether services or goods are to be made or purchased and to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds or other proper reasons; to make, delete, alter and enforce reasonable rules, regulations, orders, policies and procedures; to transfer, assign, and evaluate employees; to maintain a merit raise plan; to require the physical and mental fitness of employees; to suspend, demote, discharge or take other disciplinary action against officers for cause and to terminate any probationary officer with or without cause; to change or eliminate existing methods, equipment or facilities, or introduce new ones; to contract out when necessary in the exercise of its powers and duties; to determine training needs and assign employees to training; to establish, modify, combine or abolish job positions and classifications and to select personnel for such positions; to determine work hours (shift hours); to establish, implement and maintain an effective internal investigation program; to take any and all actions as may be necessary to carry out the mission of the Employer and the Police Department in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be

declared by the Village President, the Village Manager, Chief of Police or their authorized designees; and to generally carry out the mission of the Village.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

#### **ARTICLE IV - ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue, whether known or unknown, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining under State law, the Employer shall notify the Council within five (5) days of deciding to enact a change. Upon such notification, and if requested by the Council, the Employer shall meet with the Council and discuss such change(s) prior to final implementation. Changes in working conditions fully implemented without such notice shall be considered temporary pending the completion of such discussions. The parties do not intend by such discussions to require collective bargaining over the issue(s) raised.

## **ARTICLE V - CONTINUITY OF OPERATION**

### **Section 1 - No Strike**

Neither the Council nor any officer, member of the Council, or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by any officer or officer group. Neither the Council nor any officer, member of the Council, or officer covered by this Agreement shall refuse to cross any picket line, by whomever established.

### **Section 2 - Council's Responsibility**

Should any activity prescribed in Section 1 of this Article occur, which the Council has or has not sanctioned, the Council shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Council;
- C. Notify the employees, stating that it disapproves of such action, and instructing all employees to cease such action and return to work immediately; and
- D. Take such others steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

### **Section 3 - Discharge of Violators**

The Employer shall have the right to file charges seeking discharge or to otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Council on their behalf, shall have no recourse to the grievance procedure except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

### **Section 4 - No Lockout**

The Employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

### **Section 5 - Reservation of Rights**

In the event of any violation of this Article by the Council or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance provided in this Agreement be first exhausted.

## **ARTICLE VI - BILL OF RIGHTS**

The Employer and the Council agree to include the Uniform Peace Officers' Disciplinary-Act as an Addendum to the collective bargaining agreement. The inclusion of the Disciplinary Act in this Agreement shall not limit employees' Weingarten rights to union representation during questioning by the Employer.

## **ARTICLE VII - PERSONNEL FILES**

Employees shall be entitled to inspect their personnel files in accordance with the provisions of 820 ILCS 40/0.01 et seq.

## **ARTICLE VIII - HOURS OF WORK AND OVERTIME**

### **Section 1 - Purpose of Article**

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing herein shall preclude the Employer from restructuring the normal work day, work week, or work cycle. It is the Employer's intent that such changes will be implemented based upon the valid and legitimate operating needs of the department.

### **Section 2 - Work Schedules**

The work period, as defined by federal law, for all officers shall be seven (7) consecutive days, with such period beginning on Sunday and ending on Saturday. All hours that an officer is in pay status shall be counted as hours worked for purposes of computing overtime.

### **Section 3 - Hours of Work**

The hours of work shall be assigned by management. The normal work day shall be based upon two or three shifts, as the case may be, rotated equally among the officers. Shifts consisting of eight hours include XA hour total for lunch as determined by the supervisor, with two (2) coffee breaks not to exceed fifteen (15) minutes duration each, duty permitting. Shifts consisting of twelve (12) hours include forty-five (45) minutes total for lunch as determined by the supervisor, with two (2) coffee breaks not to exceed twenty (20) minutes duration each, duty permitting. Subject to supervisory approval, one coffee break may be taken at approximately mid-shift before lunch and the other coffee break may be taken at approximately mid-shift after lunch. Each officer is subject to call at all times during his shift, including lunch and break times.

#### **a. Patrol Personnel**

The normal shift rotations shall be 6:00 a.m. to 6:00 p.m., and 6:00 p.m. to 6:00 a.m. The normal shift rotations shall continue in effect, subject to the operating needs of the department.

The parties further agree that should the twelve (12) hour shifts be changed, the productivity standards in Article XXVII, Section 3 also will be changed, on a pro rata basis. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Chief of Police. Further, employees on the twelve (12) hour work day schedule may be temporarily moved to an eight (8) hour schedule for training purposes, in which case current contract provisions shall apply for the duration of the eight (8) hour schedule. Shift assignment will be based on the Chief of Police's determination of appropriate staffing levels for the daytime and nighttime shifts. Officers shall be scheduled to work eighty (80) hours in each fourteen (14) day work cycle. In order to maintain a maximum of eighty (80) hours of work for each officer during the work cycle, the Chief of Police shall adjust each officer's hours of work by scheduling a work day of eight (8) hours at some point within each work cycle.

The Chief of Police shall determine whether any change(s) in shift rotations, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations, or where otherwise impractical.

A patrolman working in the assigned capacity of Officer-in-Charge shall be compensated at the rate of pay for a sergeant in the sergeant pay grade at the same step therein as is currently occupied by the patrolman in his/her grade, for the duration of this assignment.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise the number of hours, roll call, reporting procedures, and revise daily hours and assignments as necessary. Any change in the officer's daily assigned hours shall be preceded by



twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.

b. Non-Patrol Personnel

Shift rotations currently are: 6:45 a.m. - 2:45 p.m., 2:45 p.m. - 10:45 p.m. and 10:45 p.m. - 6:45 a.m.; with an additional, swing shift from 6 p.m. - 2 a.m. The officers' current shift rotations shall continue in effect subject to the operating needs of the department. Hours of work for all non-patrol personnel shall remain flexible and shall be arranged on an ad hoc basis by the Chief of Police.

The Chief of Police shall determine whether any change(s) to shift rotations, shift assignments, and the normal hours of work are required. Should the Chief of Police elect to change the shift rotation, two weeks' prior notice shall be given to the affected officers. Such notice shall be posted on the police department bulletin board. No notice is required in emergency situations or where otherwise impractical.

A patrolman working in the assigned capacity of Officer-in-Charge shall be compensated at the rate of pay for a sergeant in the sergeant pay grade at the same step therein as is currently occupied by the patrolman in his/her grade, for the duration of this assignment.

The Employer may, for efficiency of operations, change the established work day and/or work period (increase or decrease the number of hours, roll call, reporting procedures), and revise the number of hours, roll call, reporting procedures, and revise daily hours and assignments as necessary. Any change in the officer's daily assigned hours shall be preceded by twenty-four (24) hours' notice to the affected officer. No notice is required in emergency situations or where otherwise impractical.

#### **Section 4 - Overtime Compensation**

Overtime which has been duly authorized or approved for officers working eight (8) hour shifts shall be compensated as follows:

All hours in excess of eight (8) hours each day worked by an employee shall be compensated at the rate of one and one-half (VA) times the regular hourly rate (hourly rate determined by dividing the annual salary by 2080).

Hours worked by officers on twelve (12) hour shifts shall be paid at the rate of one and one-half (P/2) the regular hourly rate for hours worked in excess of twelve (12) in a day and eighty (80) in a work cycle. Premium pay for hours worked on a holiday shall be limited to the actual hours of the holiday, regardless of the duration of a scheduled shift. No other overtime payments shall be made to officers for hours worked on a twelve (12) hour shift.

All overtime calculations shall be rounded ahead to the nearest quarter hour. Cash payments for overtime shall accrue only after the officer has worked a minimum of one-quarter (1/4) hour of work beyond the threshold required for the commencement of payment of cash overtime.

The Chief of Police or his designee(s) shall have the right to require overtime work, and officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or his designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific officers may be selected for special assignments based on specific skills, abilities and experience they may possess. The needs for overtime shall normally be filled by seeking volunteers from the ranks on a seniority basis in the following order: (a) off-duty officers from the same shift; (b) officers on duty from the previous shift; and, then (c) remaining officers by seniority. For officers working twelve (12) hour shifts, overtime

needs shall normally be filled by seeking volunteers on a seniority basis in the following order: (a) off-duty officers working the same hours and (b) off-duty officers by seniority that are capable of working the entire shift vacancy. If no patrolmen are readily available to fill the overtime need(s) involved, the assignment may be filled as directed by the Chief of Police. Notwithstanding the foregoing, overtime assignments with more than twenty-four (24) hours' advance notice shall be handled as follows: first, management shall seek volunteers from the affected shift; then, if necessary, management will seek to fill the assignment by seniority from the complement of all remaining officers.

#### **Section 5 - Call-Back**

Members covered by this Agreement called back to duty after having been relieved of duty, and reporting to the Employer's premises of their normally assigned work station at a specified time, shall be paid a minimum of two and one-half (2 1/2) hours pay at one and one-half (1 1/2) times their straight-time hourly rate of pay. Compensation begins when the officer reports for duty.

For purposes of this Section, "call-back" shall be defined as work occasioned by a member of the Police Department being ordered to return to duty after being in the status of off-duty. Call-backs do not include shift adjustments due to changing manpower requirements or attendance and participation in qualifying target practice.

#### **Section 6 - Compensatory Time**

Officers who are entitled to overtime pay may elect compensatory time at time and one-half (1 1/2) in lieu of overtime pay. Any officer may also request the use of compensatory time in two (2) hour increments, and management may grant said request when a full complement of officers is on duty and operating needs do not otherwise require the officer's presence.

Compensatory time cannot be accumulated beyond sixty (60) hours at any time during the fiscal year. Compensatory time off accrued in a fiscal year shall be taken on or before April 30 of the current year. These sixty (60) hours shall be in addition to the compensation hours referred to in the Article on Holidays.

#### **Section 7 - No Pyramiding**

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

### **ARTICLE IX - SENIORITY**

#### **Section 1 - Definition of Seniority**

- A. Seniority shall be defined as an employee's length of full-time continuous service as a police officer in the Hinsdale Police Department, calculated from most recent date of hire.
- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Police and Fire Commission's eligibility list.
- C. Village employees who become police officers shall be afforded seniority credit only for the purpose of computing years of service for vacation credit.
- D. Except for vacation purposes, probationary employees shall have no seniority rights. If an employee satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

#### **Section 2 - Loss of Seniority**

- A. The employee resigns or quits;
- B. The employee retires;

- C. The employee is discharged or permanently removed from the payroll, and the separation is not reversed through the grievance procedure;
- D. The employee does not return to work at the expiration of a leave of absence;
- E. The employee is absent for three (3) consecutive scheduled work days without authorization; or
- F. The employee does not return to work when recalled from layoff.

Loss of seniority under Subsections (d), (e) and (f) shall be subject to the employee's due process rights under this Agreement.

### **Section 3 - Application of Seniority**

Seniority shall be considered for the following:

- A. Vacation preference, provided that detectives and officers shall be treated as separate job classifications for purposes of vacation selection; and
- B. Layoffs as specified in the Illinois Compiled Statutes.

### **Section 4 - Layoffs and Recall**

Should the Employer determine that it is necessary to decrease the number of employees in the bargaining unit, it will layoff employees in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Where practicable, affected employees and the Council will be given notice of contemplated layoffs at least two (2) weeks prior to the effective date of the layoff(s).

Laid off employees will have recall rights for a period of two (2) years.

The Village will meet with the Council, at its request, and discuss or negotiate the impact upon the bargaining unit of any layoff of bargaining unit personnel. The Council shall make such

request within two (2) weeks of receiving notice of layoff or the right of the Council to discuss or negotiate the impact of a layoff shall be deemed waived.

#### **Section 5 - Right of Recall**

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the officer is fully qualified to perform the work to which he is recalled without further training.

#### **Section 6 - Notice of Recall**

Officers who are eligible for recall shall be given ten (10) calendar days' notice of recall, which shall be sent to the officer by certified or registered mail, return receipt requested, with a copy to the Council, provided that the officer must notify the Chief of Police or his designee of his intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the officer, it being the obligation and responsibility of the officer to provide the Chief of Police or his designee with his latest mailing address. If an officer fails to timely respond to a recall notice by return mail or in person, his name shall be removed from the recall list.

#### **Section 7 - Seniority List**

The Employer will regularly furnish to the Council a list showing the name, address, job title and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employees' addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any alleged errors in the list or it will be considered binding on the employee and the Council from that time forth. When changes or additions to those lists become necessary, the Employer

will provide notification to the Council of such changes or additions. A revised seniority list will be posted once a year. After such posting, an employee must notify the Employer of any alleged errors within thirty (30) days, or the information in the list shall be considered forever binding on the employee and the Council.

#### **ARTICLE X - HOLIDAYS**

The Employer agrees to continue in effect its existing policy on Holidays. Officers working twelve (12) hour shifts earn holiday pay on the same basis (eight hours) as all other officers. Patrol officers normally scheduled to work, and detectives ordered by their supervisor to work, shall be paid time and one-half (1 1/2) their normal hourly rate for all hours worked on a holiday; provided that the officer may elect to receive the premium portion of the aforescribed payment in either cash or additional vacation in lieu of holiday pay. Officers shall be paid two (2) times their normal hourly rate of pay for all hours worked on a holiday: (a) in excess of their normal shift, and/or (b) if called in on their off day. In addition to the above, officers will receive a like number of hours off at a later, mutually agreed date, whether the holiday falls on an officer's regularly scheduled day off, or his regular scheduled work day.

#### **ARTICLE XI - HEALTH INSURANCE**

Effective May 1, 2008, the Employer's health insurance plans as described in the 2008 Village Plan Summary document, or substantially similar replacement plan(s) procured by the Employer, shall be in effect for the duration of this Agreement.

The Employer shall pay 95% of the cost of coverage of the employee and 85% of the cost of any eligible dependent coverage accepted by the employee, provided the employee enrolls in the Employer's HMO Plan or its successor plan(s). For employees choosing to enroll or to remain enrolled in the Employer's PPO or its successor plan(s), the Employer shall pay 90% of

the cost of single coverage, and each employee electing family coverage shall pay 20% of the premium cost. For employee's choosing to enroll or to remain enrolled in the Employer's H.S.A. plan, the Employer shall pay the full cost of the premium for single and family coverage. The Employer will also contribute annually \$750 to the employee's H.S.A account for single coverage and \$1500 for family coverage. The Employer's contribution shall be paid quarterly. Employee payments or employee contributions to their H.S.A. account made pursuant to this Article shall be collected by the Village through payroll deductions applied by the Village to each pay check issued to each affected individual employee. The Village may in its discretion embark on a cost containment program, however, which may result in future benefit or hospitalization plan(s) change(s). The Council will be notified before any proposed change in hospitalization benefits or plan(s) are implemented. All bargaining unit employees shall be eligible to join the HMO plan, the PPO plan or the H.S.A. plan.

The Employer will establish, administer and maintain a Voluntary Employee Benefit Association (VEBA). All bargaining unit employees shall participate in the VEBA. Each employee will annually contribute to the VEBA through payroll deductions the following amounts:

- a. One (1) percent of base pay.
- b. The monetary value of twelve (12) hours of compensatory time.
- c. The full amount of any sick leave pay-out received upon retirement.

## **ARTICLE XII - EMPLOYEE LIFE INSURANCE**

The Employer shall continue to provide life insurance protection for each full-time officer covered by this Agreement in an amount equal to one and three-quarters (1-3/4) times the annual salary of the officer, to a maximum coverage of \$150,000.00.



### **ARTICLE XIII - VACATIONS**

The Employer agrees to continue in effect its existing policy on the accrual and scheduling of vacations with the following benefit levels:

<u>Years of Service</u>	<u>Days of Vacation</u>
0 through 5	10
6 through 10	15
10 through 20	20
Over 20 years of service	25

All patrol officers earn vacation pay in eight (8) hour increments for each day of vacation. However, officers working twelve (12) hour shifts shall be paid their earned vacation in twelve (12) hour increments. An employee may request vacation usage in two (2) hour increments. The incremental usage of vacation time is at all times limited to the start and close of a shift, subject to operating needs and prior management approval.

### **ARTICLE XIV - SICK AND PERSONAL LEAVE**

The Employer agrees to continue in effect its existing policy on sick leave; provided, however, that the Employer will pay for the cost of medical certification where it requires medical certification from an officer who has been absent less than twenty-four (24) consecutive work hours for Officers on eight (8) hour shifts and thirty-six (36) consecutive work hours for officers on twelve (12) hour shifts. Officers on twelve (12) hour shifts earn sick leave on the same basis as all other officers, at the rate of eight (8) hours per day of sick leave, provided, however, that available sick leave shall be paid in twelve (12) hour increments to officers working twelve (12) hour shifts. Effective January 1, 2006, the sick leave cap in the Employer's policy on sick leave for employees eligible to retire increases to three hundred eighty (380) hours. Up to twenty-four (24) hours of sick leave may be used each fiscal year (May 1 through

April 30) to care for the employee's spouse, children, step-children or parents. Medical certification of the need for this use of sick leave may be required in the same manner as medical certification is required for the employee's own illness.

Employees shall receive eight (8) hours of personal leave per fiscal year. Personal leave shall not be deducted from vacation or sick leave. Use of such personal time shall be subject to the approval of the Chief. Personal leave shall not carry over from year to year.

#### **ARTICLE XV - MISCELLANEOUS LEAVE**

Officers shall be entitled to all leaves of absence afforded by Village policy to police officers.

If light duty is available, the Employer will consider placing a pregnant officer in that light duty position.

#### **ARTICLE XVI - PENSION PLAN**

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/1-101 etseq.

#### **ARTICLE XVII - COURT LEAVE**

##### **Section 1 - On Duty**

The Employer shall grant leave at the appropriate hourly rate of pay to any officer for the period of time he is required to appear in the course of his employment before a court, judge, justice, coroner or magistrate.

##### **Section 2 - Off Duty**

Off-Duty attendance required at field court pursuant to current department policy shall be paid at one and one-half (1 1/2) times the appropriate hourly rate for actual time worked. A three (3) hour minimum payment shall be provided to each officer.

Officers who are required to call in to the station to check court assignments shall receive two (2) hours of premium pay.

### **Section 3 - Mileage Reimbursement**

Current departmental practice providing for the reimbursement of travel costs for court appearances shall continue in effect for the term of this Agreement. Officers shall be reimbursed at the rate set by the Internal Revenue Service for mileage reimbursement per the general Village policy, for the use of personal vehicles in traveling to and from court calls.

## **ARTICLE XVIII - GRIEVANCE PROCEDURE**

### **Section 1 - General Statement**

This Article shall apply to all bargaining unit employees under the jurisdiction of the Chief of Police of the Village of Hinsdale.

All bargaining unit employees, and the Union on behalf of one or more employees, shall have a right to file a grievance.

The term "employee" as used throughout this procedure shall also be understood to include any recognized employee representative or the Council.

The term "employer" as used throughout this procedure refers to the Village of Hinsdale or its designee.

### **Section 2 - Purpose**

To specify the method by which employees may present grievances and seek redress.

### **Section 3 - Definition**

A grievance is a difference between an employee and the Employer with respect to the interpretation or application of, or compliance with, the rules and regulations, disciplinary action of any severity, or the terms in the Agreement between the Employer and the Council.

#### **Section 4 - Policy**

An employee is encouraged first to discuss the grievance with the immediate supervisor.

If the employee feels the grievance has not been satisfactorily adjusted as a result of this discussion, the employee may advance the grievance for further review in accordance with the procedure set forth in this Article below.

#### **Section 5 - Time Limits**

- A. Grievances must be presented by the employee within ten (10) calendar days from occurrence of the event giving rise to the grievance or ten (10) calendar days from the date the event should have been known to the employee, whichever occurs later, except that for errors in pay, the time period shall be thirty (30) days.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

#### **Section 6 - Procedure**

Step	Submission Time Limit This Step (days)	To Whom Submitted	Time Limits Meeting (days)	Response (days)
1	10	Chief of Police	10	10
2	10	Village Manager	10	10
3	15	Arbitration		

- A. Step One
  - 1. The employee obtains a grievance form from the Council Steward.
  - 2. The employee writes the nature of the grievance and the resolution sought on the grievance form and the specific contract provisions alleged to have been violated, and
    - a. Has the grievance recorded at the Department office, and
    - b. Presents the grievance to the Chief of Police/designee.

In all cases it will be the responsibility of the Department Office to maintain a log of the grievances and assign a grievance or file number.

3. Within the ten (10) calendar days after receipt, the Chief of Police/designee may meet with the employee to discuss the grievance.
4. Within the ten (10) calendar days after the meeting, the Chief of Police/designee answers the grievance on the grievance form and transmits the answer to the employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the employee may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. Step Two

1. Within ten (10) calendar days after receipt of the Step 1 answer, the grievance may be forwarded to the Village Manager or his designee stating that the answer given at Step 1 is unsatisfactory, including specific reasons as to why the answer given at Step 1 is unsatisfactory and writes the date referred to Step 2 and signs the form.
2. The Village Manager or his designee will hear an appeal within ten (10) calendar days and submit a written decision to the employee within ten (10) calendar days after the hearing.

C. Step Three

If the Council is not satisfied with the Step 2 answer, it may within fifteen (15) days after receipt of the Step 2 answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on the selection of an arbitrator within ten (10) days, the Employer and Council will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of seven (7) arbitrators who are all members of the National Academy of Arbitrators with their principal place of business in the State of Illinois, Wisconsin or Indiana, in accordance with its rules and procedures for selecting arbitrators. Either party may reject in total for any reason one panel of arbitrators. The first strike of an arbitrator shall be determined by a coin toss.

Expenses for the arbitrator's service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement or impose on any party hereto limitations or obligations not specifically provided for in the Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Council. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half of the total cost of producing the record.

#### **Section 7 - Miscellaneous**

- A. Only the grievant and/or representatives of the Council may present grievances. Employees may take up grievances through Step 1 to Step 2 either on their own and individually or with representation by the Council. If an employee takes up a grievance without Council representation, any resolution of the grievance shall be consistent with this Agreement and the Council representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Council's own interests or rights with the Employer may be initiated at Step 2 by a Council representative.
- B. The parties may, by joint agreement, alter any time limits in the procedure. Time limits shall automatically be postponed if the management representative is on vacation or otherwise unavailable.

#### **ARTICLE XIX - COUNCIL STEWARDS**

The Employer recognizes the right of the Council to select Council Stewards, and the Council agrees to furnish the Employer, within two (2) weeks of ratification of this Agreement, with the names of the stewards selected by the Council. Stewards are not permitted to conduct Council business during work hours without the permission of the Chief of Police.

## **ARTICLE XX - COUNCIL REPRESENTATIVE**

Duly authorized business representatives of the Council will be permitted, at reasonable times, to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Chief/designee(s) in a manner suitable to the Employer and on each occasion will first secure the prior approval of the Chief/designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/designee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

## **ARTICLE XXI - LABOR-MANAGEMENT AND SAFETY MEETINGS**

### **Section 1 - Meeting Request**

The Council and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings be held, if mutually agreed, between Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations shall be mutually agreed upon and such meetings shall be limited to:

- A. A discussion on the implementation and general administration of this Agreement; or
- B. A sharing of general information of interest to the parties; or
- C. Issues and concerns involving safety; or



- D. Notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

### **Section 2 - Content**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings," nor shall negotiations for the purpose of altering any or all of the terms in this Agreement be carried on at such meetings.

### **Section 3 - Attendance**

Attendance at "labor-management meetings" shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be during duty time if mutually agreed between the Chief of Police or his/her designee(s) and the Council representative.

### **Section 4 - Disabling Safety Defects**

No employee shall be required to use any equipment that has been designated by both the Employer and the Council as being defective because of disabling condition unless the disabling condition has been corrected as determined by the Employer.

## **ARTICLE XXII - MISCELLANEOUS**

### **Section 1 - No Discrimination**

In accordance with applicable federal and state law, the Employer and the Council agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, sexual orientation, marital status, handicap, activity on behalf

of the Council, or non-Council status. This provision shall not be subject to the grievance/arbitration procedure of this Agreement.

## **Section 2 - Bulletin Boards**

The Employer will make a bulletin board available for the use of the Council in non-public locations. The Council will be permitted to have posted on this bulletin board notices of a non-controversial nature, but only after submitting them to the Chief/designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided.

## **Section 3 - Partial Invalidity**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

## **Section 4 - Subcontracting**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

The Council recognizes that the Village has statutory and charter rights and obligations in contracting for matters relating to Village operations. The rights of contracting or subcontracting are vested in the Village.

Upon deciding to subcontract, in cases of subcontracting resulting in the layoff of employees covered by this Agreement, the Village will provide to the Council notice of the

subcontracting, and will, upon timely request, meet and discuss with the Council the anticipated impact of the subcontracting.

However, the parties agree that upon timely request made by the Council within one (1) week of receiving notice of the Village's decision to subcontract, the parties may meet and discuss or negotiate the impact upon the bargaining unit of the decision to subcontract. Failure to timely request such meetings shall act as a waiver of the Council's right to discuss or negotiate the impact of the decision to subcontract.

#### **Section 5 - Indemnification**

The Village agrees to indemnify officers in accordance with the provisions of 65 ILCS 5/1-4-6.

#### **Section 6 - General Orders**

Notwithstanding any other provision of the Agreement, the Council must be notified five (5) working days in advance of any contemplated change in the general orders directly affecting Police Officers.

#### **Section 7 - Drug Testing**

The Village shall maintain a program of drug and alcohol testing. This program includes a random testing component. Employees shall not be subject to random testing more frequently than twice per calendar year. The testing will be administered by an established third party administrator. The third party administrator will be responsible for selecting the employees to be randomly tested. The Village shall at all times adhere to DOT testing procedures.

#### **Section 8 - Travel Time to Training**

Employees assigned to attend training conducted less than thirteen (13) miles from the police station, determined by Mapquest, shall not receive travel time.

Employees assigned to attend full-day training conducted more than thirteen (13) miles but less than twenty-five (25) miles from the police station, determined by Mapquest, shall receive travel time in the amount of one (1) hour at the overtime rate of pay.

Employees assigned to attend full-day training conducted more than twenty-five (25) miles from the police station, determined by Mapquest, shall receive travel time in the amount of two (2) hours at the overtime rate.

### **Section 9 - Probationary Training Expense Reimbursement**

New hires who resign their employ prior to completing eighteen (18) months of service (from date of academy graduation) shall pay back, on a pro rata basis, the costs of training and equipment. Said costs shall be specified on a written acknowledgement signed by the employee indicating the employee's obligation to reimburse said costs.

## **ARTICLE XXIII - CLOTHING ALLOWANCE**

### **Section 1 - Sworn Officers**

Sworn officers shall have their uniform shoes, uniform boots, department-approved external vest carriers, duty bags and gloves replaced pursuant to a semi-annual quartermaster uniform replacement program administered by the Chief or his designee.

### **Section 2 - Detective/Juvenile Officers**

The Employer shall provide an annual clothing allowance of six hundred fifty dollars (\$650.00) to detectives and juvenile officers upon the effective date of this contract. The Crime Prevention Officer shall receive on a pro-rated basis one-third of the aforesaid annual clothing allowance. Said clothing allowance is to be paid each fiscal year by means of a separate check. Payment of this allowance is contingent upon the production of receipts showing proof of purchase.

## **ARTICLE XXIV - EDUCATIONAL INCENTIVE**

The Employer agrees to continue in effect its existing policy on courses, seminars and programs constituting the officer's "training" or "educational" programs as currently set forth in the Village of Hinsdale Personnel Policy Manual.

## **ARTICLE XXV - PRINTING AND SUPPLYING AGREEMENT**

This Agreement shall be printed and supplied to each officer by the Employer within two (2) weeks of ratification, at no cost to the officer or Council. The Employer shall provide ten (10) additional copies to the Council.

## **ARTICLE XXVI - ABSENTEEISM**

### **Section 1 - Call-in Obligation**

Officers unable to work for any reason, except for emergencies, must notify the Shift Commander at the earliest possible time, but not less than one (1) hour before scheduled duty time. Failure to provide timely notice on each such day may be considered a leave of absence without pay for that full day. This requirement does not apply to vacation, holidays and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any police officer.

### **Section 2 - Excessive Absenteeism**

The Village intends to enforce its policy against excessive absenteeism. Excessive absenteeism or the wrongful use of sick leave shall result in the imposition of discipline pursuant to Section 4 of this Article.

### **Section 3 - Proof of Illness**

Subject to the provisions of Article XIV, Sick and Personal Leave, an officer's supervisor, the Police Chief, or Village Manager may require an officer to produce a medical

certificate upon his return to work after any absence due to illness or other physical incapacity. Absences of twenty-four (24) or more consecutive work hours for officers on eight (8) hour shifts, or thirty-six (36) or more consecutive hours for officers on twelve (12) hour shifts, due to such illness, shall automatically require a physician's statement certifying that the officer's condition prevented him from appearing for work, inhibited his ability to return to work, and, upon recovery, the officer is fully capable of performing the duties of his position.

#### **Section 4 - Discipline**

Officers violating any of the provisions of this Article may be subject to progressive discipline, which shall include oral warning, written warning, suspension and termination. The Village may, however, elect not to impose progressive penalties and, alternatively, may impose more severe discipline on a case-by-case basis depending upon the Village's unilateral determination of the seriousness of the individual offense.

### **ARTICLE XXVII - PRODUCTIVITY STANDARDS**

#### **Section 1 - Purpose**

The Hinsdale Police Department has identified through its mission specific goals and objectives. Amongst these goals and objectives is the enforcement of specific traffic and parking laws and ordinances. These areas can be quantified and a patrol officer's efficiency and effectiveness can be measured. Therefore, the purpose of this general order is to establish a system for measuring and monitoring an officer's activity in the following areas: Traffic Citations, Traffic Warnings and Parking Citations.

#### **Section 2 - Policy**

It is the policy of the Hinsdale Police Department to monitor and set acceptable productivity standards for officers assigned to the patrol division. The standards will be

established using historical data collected by the department in the following areas: Traffic Citations, Traffic Warnings and Parking Citations. An officer's activity will be monitored on a calendar-month basis. Minimum acceptable productivity levels will remain the same between all shift's hours of work, weather conditions and calls for service volume levels. Officers failing to meet the established productivity standards will be subject to the general orders regarding disciplinary procedures.

### **Section 3 – Procedure: Twelve Hour Shifts**

- A. The following patrol activities will be monitored. The minimum acceptable level to avoid discipline has been denoted next to the activity.
  - 1. Traffic Citations-1.29 per shift worked. Effective with the ratification of this 2005-2008 Agreement, non-traffic local ordinance tickets will be counted as traffic tickets.
  - 2. Traffic Warnings-0.83 per shift worked.
  - 3. Parking Citations (meters not included)-1.73 per shift worked.
- B. The Deputy Chief shall be responsible for the following:
  - 1. Keeping and maintaining statistical data regarding the number of traffic citations, warning citations and parking tickets issued by each officer per day worked.
  - 2. Monitoring and approving officers' requests that due to specific activity they lacked the opportunity to be productive in the monitored areas and that that day not be counted as a "day worked."
  - 3. Providing shift sergeants with activity level data.

4. Identifying officers failing to meet productivity standards and tracking discipline.
- C. Each Shift Sergeant shall be responsible for the following:
1. Providing and/or making recommendations for disciplinary action for officers failing to meet productivity standards.
  2. Keeping a working performance file for each officer assigned to their shift.
  3. Documentation of employee performance and counseling sessions.
  4. Initial approval of officers' requests that due to specific activity they lacked the opportunity to be productive in the monitored areas and that that day be counted as a "day worked."
- D. Officers may make written requests that due to their patrol assignment they did not have the opportunity to meet the established productivity standards; however, all requests for such relief must be submitted within 24 hours of the subject activity and gain the initial approval of the shift sergeant. Officer must be in the assigned activity no less than four (4) hours to be considered. Some examples are as follows:
1. Officers actively involved in the F.T.O. program.
  2. Officers assigned to the communications room.
  3. Officers in court.
  4. Officers involved in an investigation or arrest.
  5. Time spent in the function of the Officer-in-Charge (OIC) shall not be considered part of the productivity evaluation process.



- E. As of May 1, 2013, the productivity standards and associated performance evaluation rating categories shall be calculated as the total hours worked, minus the time out of patrol, less 20%.

The following categories will be added to the Patrol Officer Evaluation:

Category #10 Traffic Citations.

Rating Levels

1	2	3	4	5	6	7
Below .95 per day worked	.95 per day worked	1.12 per day worked	1.29 per day worked	2.59 per day worked	3.02 per day worked	3.45 per day worked

Category #7 Warning Citations.

Rating Levels

1	2	3	4	5	6	7
Below .55 per day worked	.55 per day worked	.69 per day worked	.83 per day worked	1.55 per day worked	1.79 per day worked	2.04 per day worked

Category #25 Parking Citations.

Rating Levels

1	2	3	4	5	6	7
Below 1.21 per day worked	1.21 per day worked	1.38 per day worked	1.73 per day worked	3.28 per day worked	3.80 per day worked	4.31 per day worked

How Annual Ratings Determined:

Each month, an Officer is given a rating level of 1 to 7, depending on the average productivity per day worked in each category. The annual rating shall be the average of each month's ratings.

The following changes will be made to the Disciplinary Procedures General Order:

**"Article IV Neglect of Duty Section 4.18 shall read:**

Failure to maintain an acceptable level of productivity during any calendar month that does not meet the established and published levels as delineated in the general order entitled Patrol Productivity Measurements...

E. Addendum A shall read as follows:

1. The following disciplinary sequence normally will be followed for Violation(s) of Article IV Neglect of Duty, Section 4.18.
2. First Violation (within 12 months) of Section 4.18-documented counseling session.
3. Second Violation (within 12 months) of Section 4.18-documented counseling session with shift sergeant with possible recommendation of additional training (if it is agreed that training is necessary) that would improve officer's ability to meet productivity standards.
4. Third Violation (within 12 months) of Section 4.18-documented counseling shift sergeant and written reprimand."

Additional Violations to be handled as per established disciplinary procedures.

**ARTICLE XXVIII - SUSPENSION, DISCIPLINE AND DISCHARGE**

No officer, other than a probationary officer, shall be disciplined or discharged without just cause. Any such actions must not violate the provisions of 50 ILCS 725/1. The Police Chief and his designee are hereby granted authority to discipline bargaining unit members for just cause (probationary employees without cause), including but not limited to oral or written warnings, suspensions with or without pay of any appropriate duration, or termination, so long as just cause exists for the imposition of such discipline.

The contractual grievance and arbitration procedure shall be the sole recourse for appealing such disciplinary action and shall be in lieu of the provisions of the Board of Fire and Police Commissioners Act and disciplinary proceedings before the Board of Fire and Police Commissioners. The parties recognize that the Village of Hinsdale Board of Fire and Police Commissioners no longer have any authority to impose disciplinary action on bargaining unit police officers, or to review the imposition of such discipline by the Chief, and the Union hereby voluntarily waives the rights of bargaining unit members to appeal disciplinary actions before the Board of Fire and Police Commissioners.

File records of oral and written reprimands shall be expunged two (2) years after the date of the reprimand. File records of suspensions shall be expunged five (5) years after the date the suspension was served.

#### **ARTICLE XXIX - SHIFT EXCHANGE**

With the permission of the Police Chief or his designee and pursuant to existing Department practice, officers may exchange daily shifts and/or shift cycles when such schedule change does not in any manner interfere with the overall operation of the Police Department. Moreover, permission to occasionally exchange daily shifts and occasionally exchange a shift cycle remains within the discretion of management but shall not be unreasonably denied in contravention of past practice.

### ARTICLE XXX - WAGE RATES

<b>Pay Steps</b>	<b>5/1/2013</b>	<b>5/1/2014</b>	<b>5/1/2015</b>
<b>Start</b>	\$60,601.00	\$61,813.00	\$63,049.00
<b>A</b>	\$63,632.00	\$64,905.00	\$66,203.00
<b>B</b>	\$66,815.00	\$68,151.00	\$69,514.00
<b>C</b>	\$70,278.00	\$71,684.00	\$73,118.00
<b>D</b>	\$73,794.00	\$75,270.00	\$76,775.00
<b>E</b>	\$77,411.00	\$78,959.00	\$80,538.00
<b>F</b>	\$85,588.00	\$87,300.00	\$89,046.00
<b>G</b>	\$87,985.00	\$89,745.00	\$91,540.00
<b>Performance Max.</b>	\$91,152.00	\$92,975.00	\$94,835.00

The performance step increase will be based on the annual performance evaluation score of the employee and shall be paid according to the following table:

<b>Performance Increase Eligibility 7 Point Scale</b>	
<b>Evaluation Score</b>	<b>Performance Increase</b>
4.00	2.00%
4.10	2.25%
4.20	2.50%
4.30	2.75%
4.40	3.00%
4.50	3.25%
4.60	3.50%
4.70	3.60%

Employees that have been at step G for a period of one year or more as of April 30, 2008, shall receive the performance increase on May 1, 2008 based on their most recent performance evaluation.

Upon ratification of this Agreement, the rate of pay for positions in the Village of Hinsdale Police Department covered by this Agreement, paid in bi-weekly installments, shall be as designated in the above table of pay.

Salary adjustment within established ranges shall not be automatic but shall be dependent upon the employee's ability, performance, attitude, willingness, cooperation, and value to the Village.

All employees' performance and salaries will be reviewed annually by the Village Manager and police department management. This review will be made on or before the employee's employment, or most recent promotion, anniversary date.

Longevity Pay. On November 1 of each year, officers with the requisite seniority and who are on the payroll that date shall receive a lump-sum payment separate and apart from their base pay. Such lump-sum distribution is part of the base pay for purposes of calculating overtime earnings or other benefits:

<u>Years of Service Completed</u>	<u>Longevity Pay</u>
10 through 14	\$600
15 through 19	\$700
20 years and over	\$800

#### **ARTICLE XXXI - DURATION**

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 P.M. on the 30th day of April, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the date of expiration of this Agreement that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of

negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 2016.

Signed and entered into this \_\_\_\_\_ day \_\_\_\_\_ of 2013.

FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

VILLAGE OF HINSDALE

\_\_\_\_\_  
Council Representative

\_\_\_\_\_  
President

\_\_\_\_\_  
Bargaining-Team Member

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Administration Manager