



## MEETING AGENDA

### REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, January 9, 2018

7:30 P.M.

### MEMORIAL HALL – MEMORIAL BUILDING

*(Tentative & Subject to Change)*

#### 1. CALL TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. APPROVAL OF MINUTES

- a) Regular Meeting of December 11, 2017

#### 4. CITIZENS' PETITIONS (Pertaining to items appearing on this agenda)\*

#### 5. VILLAGE PRESIDENT'S REPORT

#### 6. FIRST READINGS – INTRODUCTION\*\*

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by \*\*.)*

#### Administration & Community Affairs (Chair Hughes)

- a) Approve a month to month contract subject to the approval of the Village Manager with Mac Strategies Group, Inc., Chicago, Illinois (Mac Strategies) in an amount not to exceed \$6,500 per month for the period of December 19, 2017 through March 18, 2018 for lobbyist services related to the Illinois State Toll Highway Authority (Tollway) expansion project

#### 7. CONSENT AGENDA

*All items listed below have previously had a First Reading of the Board or are considered Routine\*\*\* and will be moved forward by one motion. There will be no separate discussion of these items unless a member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.*

#### Administration & Community Affairs (Chair Hughes)

- a) Approval and payment of the accounts payable for the period of December 11, 2017 to January 9, 2018, in the aggregate amount of \$1,547,774.03 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk\*\*\*

- b) Approve a Resolution Adopting a Policy Prohibiting Sexual Harassment for the Village of Hinsdale (*First Reading – December 11, 2017*)
- c) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and the Hinsdale Public Library regarding License of Premises and Sharing of Expenses (*First Reading – December 11, 2017*)

#### **Environment & Public Services (Chair Byrnes)**

- d) Waive the formal bidding process and award the proposal for the scheduled SCADA System upgrades to Automatic Systems Company in an amount not to exceed \$78,296 (*First Reading – December 11, 2017*)
- e) Waive the competitive bidding requirement in favor of the National Joint Powers Alliance (NJPA) Purchasing Agreement with Atlas Bobcat and approve the purchase of a new mini excavator not to exceed \$49,878 (*First Reading – December 11, 2017*)

#### **Zoning & Public Safety (Chair Stifflear)**

- f) Approve an Ordinance Amending Section 6-12-4 of the Village Code of Hinsdale to allow for installation of Yield Signs for East & West Seventh Street at Bruner (*First Reading – December 11, 2017*)

### **8. SECOND READINGS / NON-CONSENT AGENDA - ADOPTION**

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included on the Non-Consent Agenda that have not had the benefit of a First Reading due to emergency nature or time sensitivity. \*\*\*\**

#### **Zoning & Public Safety (Chair Stifflear)**

- a) Approve a Referral to Plan Commission for review and consideration of a Map Amendment and concurrent Plat of Subdivision at 540 W. Ogden Avenue, to subdivide and rezone approximately 1.85 acres to an O-2 Limited Office District lot and subdivide approximately 2.15 acres into eight code compliant R-4 Single Family District lots (*First Reading – December 11, 2017*)

### **9. DISCUSSION ITEMS**

- a) Update on proposed I-294 Tollway expansion
- b) Early start request – HMS construction

### **10. DEPARTMENT AND STAFF REPORTS**

- a) Community Development
- b) Economic Development
- c) Parks & Recreation

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

### **12. OTHER BUSINESS**

### **13. NEW BUSINESS**

### **14. CITIZENS' PETITIONS (Pertaining to any Village issue)\***

## 15. TRUSTEE COMMENTS

## 16. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

## 17. ADJOURNMENT

\*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

***\*\*The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

***\*\*\*Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously-budgeted items that fall within budgetary limitations and have a total dollar amount of less than \$500,000.***

***\*\*\*\*Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Darrell Langlois, ADA Coordinator, at 630-789-7014 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

**Website <http://villageofhinsdale.org>**

**VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
December 11, 2017**

The specially scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, December 11, 2017 at 7:30 p.m., roll call was taken.

Present: President Tom Cauley and Trustees Christopher Elder, Michael Ripani, Luke Stifflear, Gerald J. Hughes, Matt Posthuma and Neale Byrnes

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Assistant Village Manager/Director of Public Safety Brad Bloom, Police Chief Brian King, Fire Chief John Giannelli, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Village Engineer Dan Deeter, Village Planner Chan Yu, Village Engineer Dan Deeter, Administration Manager Emily Wagner, Management Analyst Jean Bueche and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

a) **Regular Meeting of November 21, 2017**

There being no changes to the draft minutes, Trustee Elder moved **to approve the draft minutes from the Regular Meeting of November 21, 2017, as presented.** Trustee Byrnes seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**CITIZENS' PETITIONS**

None.

**APPOINTMENTS TO BOARDS & COMMISSIONS**

President Cauley asked for a motion to appoint former Village Trustee Scott Banke to the Board of Fire and Police Commissioners (BOFPC) to fill the unexpired term of Ms. Donna Flynn through

April 2020. Trustee Elder moved to **approve the appointment as recommended by the Village President**. Trustee Ripani seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **VILLAGE PRESIDENT'S REPORT**

No report.

## **FIRST READINGS – INTRODUCTION**

### **Administration & Community Affairs (Chair Hughes)**

**a) Approve a Resolution Adopting a Policy Prohibiting Sexual Harassment for the Village of Hinsdale**

Trustee Hughes introduced the item which will update our current policy to conform to a State statute recently passed. He explained the changes largely elaborate and clarify definitions that were already contained in the document.

The Board agreed to move this item to the Consent Agenda of their next meeting.

**b) Approve a First Amendment to the Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement**

Trustee Hughes introduced the item which is an amendment to the existing sales tax revenue sharing agreement with Land Rover, to move the construction start date. The date is being pushed back due to the need to continue discussion regarding zoning issues with the neighbors. The date for opening remains the same.

President Cauley clarified this item has nothing to do with resident issues, just the commencement of construction.

Trustee Hughes moved to **Waive the Second Reading and Approve a First Amendment to the Land Rover Hinsdale, LLC Economic Development and Sales Tax Revenue Sharing Agreement**. Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**c) Approve an Intergovernmental Agreement (IGA) between the Village of Hinsdale and the Hinsdale Public Library regarding License of Premises and Sharing of Expenses**

Trustee Hughes introduced the item and explained the Village has an existing intergovernmental agreement with the library regarding the use of Memorial Hall and service support systems. The new agreement contains some minor housekeeping changes.

The Board agreed to move this item to the Consent Agenda of their next meeting.

**Environment & Public Services (Chair Byrnes)**

**d) Waive the formal bidding process and award the proposal for the scheduled SCADA System upgrades to Automatic Systems Company in an amount not to exceed \$78,296**

Trustee Byrnes introduced the item and explained that the water system software should be updated every five years. This expense is just under the budgeted amount. He pointed out there was a lower bid, but there were problems with the bid as some portions were not comparable.

The Board agreed to move this item to the Consent Agenda of their next meeting.

**e) Waive the competitive bidding requirement in favor of the National Joint Powers Alliance (NJPA) Purchasing Agreement with Atlas Bobcat and approve the purchase of a new mini excavator not to exceed \$49,878**

Trustee Byrnes introduced the item and explained Public Services staff originally budgeted for a van that would store equipment and shelter crews, however, staff has looked into that purchase and determined the proposed mini-excavator is a better use of money. This will allow staff to have a second back hoe if there is a water main break, and if the break is in tight quarters this is a better option. Director of Public Services George Peluso explained that instead of \$115,000 for the van, the bobcat and future purchase of a trailer are much more economical. The trailer will store and shelter crews, and there is room to park the equipment in the shop.

The Board agreed to move this item to the Consent Agenda of their next meeting.

**Zoning & Public Safety (Chair Stifflear)**

**f) Approve an Ordinance Amending Section 6-12-4 of the Village Code of Hinsdale to allow for installation of Yield Signs for East & West Seventh Street at Bruner**

Trustee Stifflear introduced the item which is a recommendation in response to a resident who requested stop signs at the intersection of Seventh Street & Bruner Street. After a formal study, traffic at the intersection did not meet the standards governed by the Manual on Uniform Traffic Control Devices (MUTCD) that lists warrants or requirements that must be met prior to the installation of any traffic controlling device or signage. The study did, however, indicate that yield signs should be used.

President Cauley commented that in his experience people seem less inclined to obey a yield sign, making these intersections more dangerous than those with no signage at all. Police Chief Brian King agreed, but added the unusual situation in this neighborhood is the existing grid pattern of signage. This is the only intersection without any traffic signs which contributes to the confusion of motorists. Following discussion, the Board advised Mr. Peluso to move forward with the installation of the signs in advance of a final approval. Mr. Peluso stated they could be installed by the end of the year.

The Board agreed to move this item to the Consent Agenda of their next meeting.

**g) Approve a Referral to Plan Commission for review and consideration of a Map Amendment and concurrent Plat of Subdivision at 540 W. Ogden Avenue, to subdivide and rezone approximately 1.85 acres to an O-2 Limited Office District lot and subdivide approximately 2.15 acres into six R-4 Single Family District lots**

Trustee Stifflear introduced the item which is a proposal for the former Amlings site; a four acre site that has been vacant for approximately ten years. The property is currently zoned R4. The Village has received an application from Mr. Charles Marlas, owner of the Kensington Schools, for a map amendment and concurrent plat of subdivision. He would like to rezone the 1.8 acres on the north side of the property to an O-2 Limited Office district, and subdivide the remaining 2.15 acres on the south side of the property into six code compliant R4 single family lots. Mr. Marlas wants to build a single-story child day care school on the north side of the property.

The matter before the Board at this time is a first reading for a referral to the Plan Commission for a public hearing for a map amendment to change the north part of the property from an R4 to an O-2 district. He noted the matter before the Board is not a final decision; this will come back to the Board following public input and a recommendation from the Plan Commission.

Mr. Charles Marlas addressed the Board stating the south portion of the lot will maintain the existing R4 zoning. This will allow for six code compliant home sites. Trustee Stifflear mentioned that a year ago this applicant was before the Board to build on the north side of Ogden Avenue, but believes this is a better site. Mr. Marlas said the school would operate Monday through Friday, from 6:30 a.m. to 6:30 p.m., depending on community need. He anticipates the students will largely be from Hinsdale, therefore access on Monroe Street for Hinsdale families will be convenient. Some students may come from Westmont or Clarendon Hills as the other closest school is in the Wheaton Naperville area. He pointed out that all but two of the currently operating Kensington Schools are located in residential neighborhoods. He believes this is a good transition use for the property as there are no weekend or evening hours, and it is a quiet business during the day. He would like to partner with a local builder for the six residential properties. Trustee Ripani expressed safety concerns because of the proximity to Ogden Avenue. Mr. Marlas says great care is taken on a daily basis to ensure the safety of the children, and conversely the busy road is a benefit to parents. Trustee Stifflear recommended that should this matter move forward to the Plan Commission, the applicant should outline drop off and pick up areas. In terms of process, Trustee Stifflear explained the map amendment is first step, followed by site plan and exterior review. It remains to be seen if Zoning Board of Appeals review will be required.

The Board agreed to move this item for a second reading at their next meeting.

## **CONSENT AGENDA**

### **Administration & Community Affairs (Chair Hughes)**

- a) Trustee Elder moved **Approval and payment of the accounts payable for the period of November 22, 2017 to December 11, 2017, in the aggregate amount of \$2,652,953.34 as**

**set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Hughes seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

The following item was approved by omnibus vote:

- b) **Approve an agreement with W-T Engineering Services to review the proposed Illinois State Toll Highway Authority (Tollway) design and the development of an alternate design at an hourly rate of \$200 plus expenses** (*First Reading – November 21, 2017*)

Trustee Hughes moved to **approve the Consent Agenda, as presented.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **SECOND READINGS / NON-CONSENT AGENDA - ADOPTION**

### **Administration & Community Affairs (Chair Hughes)**

- a) **Approve an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois Commencing on May 1, 2017 and Ending on April 30, 2018 in the aggregate amount of \$12,090,836** (*First Reading – November 21, 2017*)

Trustee Hughes introduced the items relating to the annual levy of taxes, and added there is nothing new to add on these items since the Board discussion at their previous meeting. It was noted that Items A-H can be approved with one motion.

Trustee Hughes **moved to approve tax levy Items 9 A-H.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

- b) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Waterworks and**



**Sewerage System Alternate Revenue Source), Series 2008C, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 21, 2017*)

- c) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 21, 2017*)
- d) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 21, 2017*)
- e) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 21, 2017*)
- f) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 21, 2017*)
- g) **Approve a Resolution abating the tax hereto levied for the year 2017 to pay the principal of and interest on \$9,775,000 General Obligation Bonds (Alternate Revenue Source), Series 2017A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois** (*First Reading – November 21, 2017*)
- h) **Approve an Ordinance Levying Taxes for Special Service Area (SSA) Number 9 for the amount of \$5,155** (*First Reading – November 21, 2017*)

**Environment & Public Services (Chair Byrnes)**

- i) **Approve a Resolution Approving the 2018 South Street Program Engineering Design Contract Change Order Number 2 in an amount not to exceed \$78,125 to GSG Consultants, Inc.**

Trustee Byrnes introduced the item for additional engineering work to be added in 2018. Following staff evaluation, some scheduled resurfacing improvements can be advanced from 2019 to 2018. He highlighted some of the changes which include reconstructing instead of patching Hinsdale Avenue between Madison and Grant, although discussion continues as to whether or not to use concrete. Concrete would be a \$400,000 expense, asphalt would be \$300,000. He noted the vendor is only doing the engineering work at this point, material costs will be clarified following the engineering work. Trustee Byrnes also noted proposed Chicago Avenue reconstruction will include storm sewer work, and noted it will not alleviate all the flooding in the area, particularly if there is a 100 year event, but will improve the situation in the specified areas. He recapped planned work for 2018 which will complete all scheduled resurfacing projects.

President Cauley commented that the most benefit for residents is repaving roads; all poor to average roads that don't need to be torn up will be finished next year. Roads that need sewer work to relieve flooding are a priority, so some of the sewer separation work will be delayed for the work that will address the flooding. He suggested the Board think about using concrete vs. asphalt for certain roads; discussion followed regarding costs and benefits and determining a metric to approach this decision.

Trustee Byrnes moved to **Approve a Resolution Approving the 2018 South Street Program Engineering Design Contract Change Order Number 2 in an amount not to exceed \$78,125 to GSG Consultants, Inc.** Trustee Posthuma seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**Zoning & Public Safety (Chair Stifflear)**

- j) **Approve an Ordinance Approving a Detailed Plan for a Planned Development, Associated Waivers and Variations, and other Related Documents, and Approving and Authorizing Execution of a Redevelopment Agreement – Hinsdale Meadows (Southeast Corner of 55<sup>th</sup> Street and County Line Road) – Edward R. James Partners, LLC; and**
- k) **Approve an Ordinance Approving a Plat of Subdivision - Hinsdale Meadows (Southeast Corner of 55<sup>th</sup> Street and County Line Road) (*First Reading – November 21, 2017*)**

Trustee Stifflear introduced these items and recapped the process and steps taken to get to this approval, which have included previous Board reviews and recommendations to the concept plan and the detailed plan, as well as public hearings by the Plan Commission.

He reviewed the matters discussed by the Board at the first reading of this item, and noted that the applicant has withdrawn their request for a reduction in the front-yard setback for homes on Hannah Lane. All other requested modifications and changes to the detailed plan provided by the Plan Commission and Village Board are included in the final approval before the Board this evening, but are conditioned by staff's final review and confirmation of the final plan submittal. Trustee Stifflear asked for any additional resident input, but heard none. Trustee Posthuma noted that two of the duets were changed to side loading garages, but a third property could not be changed because of a grading issue. There were no further comments or questions from the Board.

Mr. Jerry James, representing Edward R. James Partners, LLC, on behalf of his father Mr. Edward James and Mr. Mike Balas, thanked the Plan Commission, Village Board, staff and citizens for their input and interest in this project. President Cauley thanked Mr. James for his patience regarding the lengthy process.

Trustee Stifflear moved **Approve an Ordinance Approving a Detailed Plan for a Planned Development, Associated Waivers and Variations, and other Related Documents, and Approving and Authorizing Execution of a Redevelopment Agreement – Hinsdale Meadows (Southeast Corner of 55<sup>th</sup> Street and County Line Road) – Edward R. James Partners, LLC; and Approve an Ordinance Approving a Plat of Subdivision - Hinsdale Meadows (Southeast Corner of 55<sup>th</sup> Street and County Line Road).** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **DISCUSSION ITEMS**

### **a) Update on proposed I-294 Tollway expansion**

President Cauley reported the engineer hired by the Village designed a tollway solution that leaves the existing sound walls where they are on the Hinsdale and Western Springs sides. This plan was presented to the Tollway Authority, and the Village continues to work with them for a solution.

## **DEPARTMENT AND STAFF REPORTS**

- a) Fire
- b) Parks & Recreation
- c) Economic Development
- d) Community Development
- e) Public Services
- f) Police

The report(s) listed above were provided to the Board. There were no additional questions regarding the content of the department and staff reports.

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

No reports.

## **OTHER BUSINESS**

None.

## **NEW BUSINESS**

None.

## **CITIZENS' PETITIONS**

None.

## **TRUSTEE COMMENTS**

Trustee Byrnes remarked that the extended liquor service hours on the Wednesday before Thanksgiving seemed uneventful. Chief King confirmed there had been no negative feedback.

## ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder moved to **adjourn the specially scheduled meeting of the Hinsdale Village Board of Trustees of December 11, 2017**. Trustee Hughes seconded the motion.

**AYES:** Trustees Elder, Ripani, Stifflear, Hughes, Posthuma and Byrnes

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Meeting adjourned at 8:21 p.m.

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

Administration

**AGENDA SECTION:** First Reading – ACA

**SUBJECT:** Contract with Mac Strategies Group, Inc. for a month to month period not to exceed three month from December 20, 2017 through March 19, 2018

**MEETING DATE:** January 9, 2018

**FROM:** Kathleen A. Gargano, Village Manager  
Bradley Bloom, Assistant Village Manager/Director of Public Safety

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**Recommended Motion**

Approve a month to month contract subject to the approval of the Village Manager with Mac Strategies Group, Inc., Chicago, Illinois (Mac Strategies) in an amount not to exceed \$6,500 per month for the period of December 20, 2017 through March 19, 2018 for lobbyist services related to the Illinois State Toll Highway Authority (Tollway) expansion project.

**Background**

In May 2017, the Village entered into a contract with Mac Strategies for a period of three months May 2017 through August 2017 to provide lobbyist services related to the Tollway expansion project. On September 19, 2017 the Village Board approved extending the contract an additional 90 days ending on December 19, 2017. This is a professional service and the sum of the agreement was within the Village Manager authority to approve. The use of a lobbyist was recommended as a means to champion the Hinsdale position related to the proposed expansion to key statewide leaders and within the Tollway. The Village explored and pursued this option after receiving recommendations by current and former state officials.

**Discussion & Recommendation**

The Tollway is continuing in the design stage and there appears to be an anticipated final design date in the spring of 2018. The contract with Mac Strategies was entered into to cover the period of design which originally was anticipated to be completed by the end of summer. The Village has been advised by Tollway officials that the design work is continuing with an initial design is expected late October or early November with final design anticipated for spring 2018. It is staff's recommendation to retain the lobbyist services on a month to month basis as needed subject to the approval of the Village Manager for an additional three months to cover the Village during the period where we might still have influence over the initial design. If the initial design is not known by March 2018 and if necessary, the Village Board could extend the agreement at that time.

**Budget Impact**

The cost for this agreement equates to an additional \$19,500 above the \$39,000 (totaling \$58,500) for the period of December 20, 2017 through March 19, 2018 and is an unbudgeted expense. However, given the impact that any expansion of the Tollway could have on the Hinsdale community including its residential area, its parks and revenues, Staff recommends retaining the services until a final decision has been made.

**Village Board and/or Committee Action**

**Documents Attached**

1. Mac Strategies Group, Inc. proposed agreement



Administration

**AGENDA SECTION:** First Reading – ACA

**SUBJECT:** Contract with Mac Strategies Group, Inc. for a month to month period not to exceed three month from December 20, 2017 through March 19, 2018

**MEETING DATE:** January 9, 2018

**FROM:** Kathleen A. Gargano, Village Manager  
Bradley Bloom, Assistant Village Manager/Director of Public Safety

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**Recommended Motion**

Approve a month to month contract subject to the approval of the Village Manager with Mac Strategies Group, Inc., Chicago, Illinois (Mac Strategies) in an amount not to exceed \$6,500 per month for the period of December 20, 2017 through March 19, 2018 for lobbyist services related to the Illinois State Toll Highway Authority (Tollway) expansion project.

**Background**

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**Discussion & Recommendation**

The Tollway is continuing in the design stage and there appears to be an anticipated final design date in the spring of 2018. The contract with Mac Strategies was entered into to cover the period of design which originally was anticipated to be completed by the end of summer. The Village has been advised by Tollway officials that the design work is continuing with an initial design is expected late October or early November with final design anticipated for spring 2018. It is staff's recommendation to retain the lobbyist services on a month to month basis as needed subject to the approval of the Village Manager for an additional three months to cover the Village during the period where we might still have influence over the initial design. If the initial design is not known by March 2018 and if necessary, the Village Board could extend the agreement at that time.

**Budget Impact**

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**Village Board and/or Committee Action**

**Documents Attached**

1. Mac Strategies Group, Inc. proposed agreement

# Mac Strategies Group, Inc.

## LOBBYIST AGREEMENT

**THIS AGREEMENT FOR CONTRACT LOBBYING SERVICES** ("Agreement") is made the 9<sup>th</sup> day of January 2018 by and between, the Village of Hinsdale, an Illinois municipal corporation, with its principal address at 19 E. Chicago Avenue, Hinsdale, Illinois 60521 (hereinafter referred to as the "Client") and **MAC STRATEGIES GROUP, INC.**, an Illinois Corporation, with its principal address at 53 W. Jackson Blvd, #550, Chicago, Illinois, 60604 (hereinafter referred to as the "Lobbyist").

### PREAMBLE

**WHEREAS**, the Client desires to engage Lobbyist to perform legislative consulting and lobbying services for the Client and Lobbyist desires to perform such services on a non-exclusive basis and pursuant to the terms and conditions set forth below.

**NOW THEREFORE**, in consideration of the premises hereof and of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

#### 1. **Engagement; Scope of Services.**

The Client hereby engages Lobbyist to perform the duties set forth in this Agreement. The engagement by the Client of Lobbyist under this Agreement is non-exclusive and shall not limit the Client's right to engage other persons to conduct activities on behalf of the Client, nor shall it restrict Lobbyist's right to accept other engagements so long as such other engagements do not interfere with Lobbyist's ability to perform.

#### 2. **Duties and Responsibilities of Lobbyist.**

The Lobbyist is engaged to (1) identify, prioritize, monitor and recommend strategy on pending legislation and regulatory matters in the State of Illinois relating to priorities of the Client; (2) provide legislative and regulatory representation and establish relationships on behalf of Client before the legislators, Executive Branch officials and other Illinois governmental agencies; (3) develop and implement strategies to advocate the positions of Client consistent with its government relations program; (4) prepare correspondence and other materials needed to support the legislative or regulatory effort; (5) present testimony at hearings before the Illinois General Assembly and/or prepare others to testify in support and to meet legislators, legislative staff, Executive Branch officials, Executive Branch staff, and regulatory agency staff as deemed necessary by Client, and (6) provide briefing reports on key issues, and legislative and regulatory activity on a regular basis.

#### 3. **Representations, Warranties, Covenants and Agreements.**

##### 3.1. **Lobbyist's Representations, Warranties, Covenants and Agreements.** Lobbyist hereby represents and warrants to the Client as follows:

- (a) Lobbyist shall not hold himself out, directly or by implication, as being an employee or agent of the Client.

## **Mac Strategies Group, Inc.**

- (b) Except as required by law, Lobbyist shall keep confidential the nature and scope of the engagement as well as its relationship with the Client unless the Client expressly authorizes, in writing, specific disclosures.
  - (c) Lobbyist shall return all Client information to the Client, or shall destroy same if directed to do so by the Client, at the conclusion of the engagement.
  - (d) This Agreement, when executed, will constitute the valid and legally binding obligation of Lobbyist, fully enforceable against it in accordance with its terms. Lobbyist represents that the execution and performance of this Agreement by Lobbyist will not violate any confidentiality agreements or restrictive covenants provisions, or agreements.
  - (e) Lobbyist shall inform the Client immediately if any representation, warranty, covenant, or agreement contained in Section 3.1 hereof is no longer accurate.
- 3.2. Client's Representations, Warranties, Covenants and Agreements. The Client hereby represents and warrants to Lobbyist as follows:
- (a) Except as required by law, Client shall keep confidential the nature and scope of the engagement as well as its relationship with Lobbyist unless Lobbyist expressly authorizes, in writing, specific disclosures. Compliance by Client with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA") or other similar "sunshine law," including compliance with an Illinois FOIA request, or an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Client, shall not be a violation of this Section. Lobbyist acknowledges that, subject to any applicable exception of the Illinois FOIA, as amended, this Agreement is a public record, as that term is defined under the Illinois FOIA, and therefore is subject to inspection and copying by the public if requested pursuant to an Illinois FOIA request.
  - (b) This Agreement, when executed, will constitute the valid and legally binding obligation of the Client, fully enforceable against it in accordance with its terms. The Client represents that the execution and performance of this Agreement by the Client will not violate any confidentiality agreements or restrictive covenants provisions, or agreements.
  - (c) The Client shall inform Lobbyist immediately if any representation, warranty, covenant, or agreement contained in Section 3.2 hereof is no longer accurate.
- 3.3 Conflicts of Interest. While providing lobbying services under this Agreement, Lobbyist shall not represent any other party whose interests directly conflict with the interests of Client in matters relating to the Scope of Services outlined in this Agreement.
4. **Compensation.**
- 4.1 Lobbyist shall be compensated in the amount of \$6,500.00 per month for the term of the Engagement.
- (a) It is the policy of Mac Strategies Group, Inc. to issue invoices on the 4<sup>th</sup> day of each billable month. Payment of an issued invoice shall be no later than the last business day of the month in which it is issued.



## **Mac Strategies Group, Inc.**

### **5. Expenses.**

- 5.1 Lobbyist may submit expenses for reimbursement that are beyond the normal scope of this Agreement. Such expenses do not include meals, entertainment, travel, lodging unless authorized by the client in advance.
- 5.2 Lobbyist shall submit detailed listings of all business expenses for which it is seeking reimbursement no later than thirty (30) days after incurring said expense.

### **6. Term of Engagement.**

- 6.1 The term of this Agreement (the "Term") shall commence on December 20, 2017 and shall be completed on or before March 19, 2018, unless the term or scope is modified pursuant to agreement of both parties. Should an extension be needed, the Term may be extended on a month-to-month basis upon written agreement by both parties.
- 6.2 Client has the right to terminate the Services at any time for any reason. Upon notification by Client that the Services have been terminated, the Lobbyist shall promptly comply with the obligations described above concerning Confidentiality. Upon termination, Client's only obligation shall be to pay for services rendered by the Lobbyist prior to termination and not yet paid. Lobbyist shall promptly return any fees previously paid by Client for services that were to be rendered following the date of termination.

### **7. Indemnifications.**

- 7.1. Lobbyist shall defend, indemnify and hold harmless, at Lobbyist's sole cost and expense, the Client and its elected and appointed officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Lobbyist, its officers, agents and/or employees, or arising out of or in performance of any provision of this Agreement or the Services provided under this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree, except for injuries and damages caused by the sole negligence of the Village, or arising out of any breach by Lobbyist of any representation, warranty, covenant or agreement contained herein.
- 7.2. The Client shall defend, indemnify and hold harmless Lobbyist and its officers, directors, employees, agents, parent, subsidiaries and other affiliates, from and against any and all damage, cost, liability, and expense whatsoever (including attorney's fees and related disbursements) incurred by reason of (a) any failure by the Client to perform any covenant or agreement of the Client set forth herein, or (b) any breach by the Client of any representation, warranty, covenant or agreement contained herein.

### **8. Independent Status of Lobbyist.**

This Agreement establishes the rights, duties and obligations of the Client and Lobbyist and does not create an employer-employee or agency relationship between the Client, or any entity affiliated with the Client, and Lobbyist, or any of Lobbyist's employees or agents. Lobbyist acknowledges and agrees that Lobbyist is an independent contractor to the Client and Lobbyist shall not act as an agent of the Client. As an independent contractor, Lobbyist shall be responsible for any social security taxes, insurance and any other taxes or fees that are applicable to him and his employees and agents pursuant to Illinois and Federal laws.

## **Mac Strategies Group, Inc.**

### **9. Compliance with Applicable Laws.**

Lobbyist agrees to comply in all respects with any and all applicable laws, rules and regulations regarding its conduct, including, but not limited to, lobbying action and registration, and all applicable laws and regulations related to political contributions and gifts to public officials. Without limiting the generality of the foregoing, Lobbyist covenants that Lobbyist is in full compliance with the immigration laws of the United States relating to Lobbyist's employees assigned by Lobbyist to perform services for Client. Lobbyist further certifies that all of Lobbyist's employees are authorized by law to work in the United States, and that Lobbyist's employees have presented documentation to Lobbyist that establishes both identity and work authorization in accordance with applicable immigration regulations. Lobbyist certifies that to the best of its knowledge, information and belief, after due inquiry, the documentation presented to Lobbyist is genuine and accurate. Lobbyist further certifies that Lobbyist complies with all federal, state and local labor and employment laws, and wage and hour laws, as these laws may relate to Lobbyist's employees performing services for Client. Lobbyist represents and warrants that there are no agreements, orders or other restrictions which would interfere with or prevent Lobbyist from entering into this Agreement or performing the services and obligations contemplated hereunder. Lobbyist also agrees to comply with applicable laws concerning lobbyist registration, including the timely submission of all necessary lobbyist filings required under such laws. Lobbyist shall inform Client if Lobbyist is required to make such lobbyist filings. Lobbyist shall notify Client if any filing requirements are applicable to Client itself as a result of Lobbyist's representation of Client under this Agreement and shall assist Client in satisfying such requirements.

### **10. Governing Law.**

This Agreement shall be governed by, and its terms and conditions shall be construed and enforced in accordance with the domestic laws of the State of Illinois.

### **11. Notices.**

All notices or other communications required or permitted to be given hereunder shall be (as elected by the person giving such notice) (a) personally delivered, (b) transmitted by postage prepaid registered mail, (c) via electronic communications, or (d) transmitted by facsimile, with postage prepaid mail information, to the parties as follows:

#### **11.1 If to Client:**

Kathleen Gargano  
Village Manager, Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521  
[kgargano@villageofhinsdale.org](mailto:kgargano@villageofhinsdale.org) | 630-789-7013 fax 630-789-7015

#### **11.2 If to Lobbyist:**

Ryan McLaughlin  
President/CEO, Mac Strategies Group, Inc.  
53 W. Jackson Blvd. Suite 550  
Chicago, Illinois 60604  
[ryan@macstrategiesgroup.com](mailto:ryan@macstrategiesgroup.com) | 312-588-4102

## **Mac Strategies Group, Inc.**

Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on the date of receipt if delivered personally, seven (7) days after posting if transmitted by mail, or the date of transmission for electronic communications, or date of transmission with confirmed answer back if transmitted by facsimile, whichever shall first occur. Any party hereto may change its address for purposes hereof by written notice to the other party.

### **12. Confidentiality.**

Any information or materials provided by or on behalf of Client, or created by Lobbyist in connection with the Services shall be treated as confidential and not shared with any third parties in any manner without the prior written consent of Client. Upon the conclusion of the Agreement, Lobbyist shall return to Client any materials that were provided or created in the course of the Agreement, or otherwise dispose of such items as directed by Client. This obligation will survive the termination or conclusion of the Agreement.

### **13. Use of Information and Non-Solicitation.**

13.1. Any information including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, samples, tools, promotional material, computer programs and documentation, written, oral or otherwise together with analyses, compilations, comparisons, studies or other documents (all hereinafter designated "Information") furnished to Lobbyist hereunder or in contemplation hereof shall remain the Client's property or the property of the Client subsidiary or affiliate which furnished the Information to Lobbyist. All copies of such Information in written, graphic or other tangible form shall be returned to the Client or such Client subsidiary or affiliate upon request. Unless such information was previously known to Lobbyist free of any obligation to keep it confidential or has been or is subsequently made public by the Client or a third party without violation of this Agreement, it shall be kept confidential by Lobbyist and its employees; and shall be disclosed only upon the prior written consent of the Client or upon such terms as may be agreed upon in writing by the parties. Any findings, reports, questionnaires, or other results of this Agreement shall be the exclusive property of the Client including title to copyright in all copyrightable material and shall be considered a "work made for hire" in accordance with the copyright statute.

13.2. Any materials, templates, formula or analytical methodology, used or employed by the Lobbyist during the course of the engagement including, but not limited to, Lobbyist's own databases, business information, technical information, specifications, analytical models, tools, promotional material, computer programs and documentation, written, oral or otherwise together with analyses, compilations, comparisons, studies or other documents utilized by Lobbyist to perform under this Agreement (all hereinafter designated "Lobbyist's Information") furnished to the Client or any of its subsidiaries or affiliates hereunder or in contemplation hereof shall remain Lobbyist's property. All copies of such Lobbyist's Information in written, graphic or other tangible form shall be returned to Lobbyist upon request. Unless such Lobbyist's information was previously known to the Client or any of its subsidiaries or affiliates free of any obligation to keep it confidential or has been or is subsequently made public by Lobbyist or a third party without violation of this Agreement, it shall be kept confidential by the Client and its employees or any of its subsidiaries or affiliates and shall be disclosed only upon the prior written consent of Lobbyist or upon such terms as may be agreed upon in writing by the parties. Compliance by the Client with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("Illinois FOIA") or other similar "sunshine law," including compliance with an Illinois FOIA request, or an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Client, shall not be a violation of this Section.

## Mac Strategies Group, Inc.

### 14. Miscellaneous.

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings, whether written, oral or otherwise, between the parties, and may be altered or amended only in a writing signed by both parties. Except as otherwise expressly provided herein, no purported waiver by any party of any breach by the other party of its obligations, representations, warranties, agreements or covenants hereunder shall be effective unless made in a writing, and no failure to pursue or elect any remedy with respect to any default under or breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent, similar or different default or breach.

If the Client without cause fails to pay the Lobbyist pursuant to paragraph 4 of this Agreement, and if the Lobbyist finds it necessary to take legal action against the client to collect any amounts due to Lobbyist, then the Client shall pay all reasonable attorney fees and costs incurred by Lobbyist in bringing any such action to a Court of competent jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the date first written above.

Client: The Village of Hinsdale

By: Kathleen Gargano

Its: Village Manager

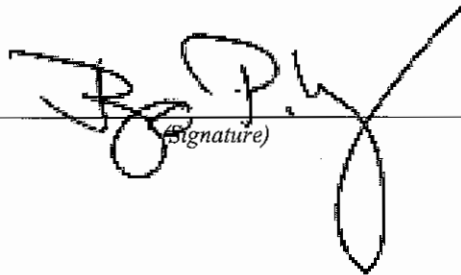
\_\_\_\_\_  
(Signature)

Lobbyist: Mac Strategies Group, Inc.

By: Ryan P. McLaughlin

Its: President & CEO

\_\_\_\_\_  
(Signature)

A handwritten signature in black ink, appearing to read 'R. P. McLaughlin', is written over a horizontal line. The signature is stylized with a large, looped 'M' and a long, sweeping tail.



REQUEST FOR BOARD ACTION  
Finance

**AGENDA SECTION:** Consent – ACA

**SUBJECT:** Accounts Payable-Warrant #1640

**MEETING DATE:** January 9, 2018

**FROM:** Darrell Langlois, Assistant Village Manager/Finance Director

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**Recommended Motion**

Move to approve payment of the accounts payable for the period of December 11, 2017 through January 9, 2018 in the aggregate amount of \$1,548,774.03 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

**Background**

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

**Discussion & Recommendation**

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1640 is recommended.

**Budget Impact**

N/A

**Village Board and/or Committee Action**

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

**Documents Attached**

1. Warrant Register #1640

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1640**

**FOR PERIOD December 11, 2017 through January 9, 2018**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,548,774.03 reviewed and approved by the below named officials.

APPROVED BY  DATE 1/14/18  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE MANAGER

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

**Village of Hinsdale**  
**#1640**  
**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	661,986.96	159,542.17	821,529.13
Capital Project Fund	45300	118,523.78	-	118,523.78
Woodlands SSA #13	72450	1,225.00		1,225.00
Water & Sewer Operations	61061	121,310.77	-	121,310.77
Escrow Funds	72100	126,533.00	-	126,533.00
Payroll Revolving Fund	79000	14,958.00	326,739.35	341,697.35
Library Operating Fund	99000	19,180.00	-	19,180.00
<b>Total</b>		<b>1,063,717.51</b>	<b>486,281.52</b>	<b>1,548,774.03</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1640**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
12/15/2017	Village Payroll #25 - Calendar 2017	FWH/FICA/Medicare	\$ 89,385.75
12/29/2017	Village Payroll #26 - Calendar 2017	FWH/FICA/Medicare	\$ 94,645.20
Illinois Department of Revenue			
12/15/2017	Village Payroll #25 - Calendar 2017	State Tax Withholding	\$ 17,619.33
12/29/2017	Village Payroll #26 - Calendar 2017	State Tax Withholding	\$ 18,275.31
ICMA - 457 Plans			
12/15/2017	Village Payroll #25 - Calendar 2017	Employee Withholding	\$ 14,256.03
12/29/2017	Village Payroll #26 - Calendar 2017	Employee Withholding	\$ 14,948.08
HSA PLAN CONTRIBUTION			
12/10/2017	Village Payroll #25 - Calendar 2017	Employer/Employee Withholding	\$ 1,242.45
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ 159,542.17
Illinois Municipal Retirement Fund		Employer/Employee	\$ 76,367.20
<b>Total Bank Wire Transfers and ACH Payments</b>			<b>\$ 486,281.52</b>

ipbc-general	159,542.17
payroll	326,739.35
	<u>486,281.52</u>



## WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>BMO HARRIS BANK N.A.</b>			
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$319.27
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$852.95
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$132.44
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$513.00
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$170.78
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$625.68
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$200.00
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$195.35
214136	MISCELLANEOUS CHARGES	NOVEMBER 17	\$900.35
<b>Total for Check: 112442</b>			<b>\$3,909.82</b>
<b>DOHERTY &amp; ASSOCIATES INC</b>			
214138	OWNERS REP SERVICES	11-13-17/11-17-1	\$450.00
214139	OWNERS REP SERVICES	11-20-17/11-24-1	\$75.00
214140	OWNERS REP SERVICES	11-27-17/12-01-1	\$675.00
214141	OWNERS REP SERVICES	12-4-17/12-8-17	\$1,075.00
<b>Total for Check: 112443</b>			<b>\$2,275.00</b>
<b>SPRINT</b>			
214137	PHONE CHARGES	10242017-1123201	\$316.86
214137	PHONE CHARGES	10242017-1123201	\$43.23
214137	PHONE CHARGES	10242017-1123201	\$648.38
214137	PHONE CHARGES	10242017-1123201	\$345.80
214137	PHONE CHARGES	10242017-1123201	\$43.23
214137	PHONE CHARGES	10242017-1123201	\$43.23
214137	PHONE CHARGES	10242017-1123201	\$43.23
214137	PHONE CHARGES	10242017-1123201	\$86.45
214137	PHONE CHARGES	10242017-1123201	\$129.65
214137	PHONE CHARGES	10242017-1123201	\$173.68
214137	PHONE CHARGES	10242017-1123201	\$86.45
214137	PHONE CHARGES	10242017-1123201	\$43.23
214137	PHONE CHARGES	10242017-1123201	\$389.03
<b>Total for Check: 112444</b>			<b>\$2,392.45</b>
<b>GULLMAN, PAUL</b>			
214165	CONT BD-19 CENTER	24079	\$500.00
<b>Total for Check: 112446</b>			<b>\$500.00</b>
<b>AMERICAN EXPRESS</b>			
214166	ASSORTED MERCHANDISE	8-03003-111017	\$17.60
214166	ASSORTED MERCHANDISE	8-03003-111017	\$59.94
214166	ASSORTED MERCHANDISE	8-03003-111017	\$35.00
214166	ASSORTED MERCHANDISE	8-03003-111017	\$92.42
214166	ASSORTED MERCHANDISE	8-03003-111017	\$48.40-
214166	ASSORTED MERCHANDISE	8-03003-111017	\$34.63
214166	ASSORTED MERCHANDISE	8-03003-111017	\$20.17
214166	ASSORTED MERCHANDISE	8-03003-111017	\$117.12

VOID 112445

VOID 112447

## WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214166	ASSORTED MERCHANDISE	8-03003-111017	\$92.85
214166	ASSORTED MERCHANDISE	8-03003-111017	\$581.88
214166	ASSORTED MERCHANDISE	8-03003-111017	\$58.97
214166	ASSORTED MERCHANDISE	8-03003-111017	\$60.80
214166	ASSORTED MERCHANDISE	8-03003-111017	\$312.13
214166	ASSORTED MERCHANDISE	8-03003-111017	\$262.18
214166	ASSORTED MERCHANDISE	8-03003-111017	\$165.00
<b>Total for Check: 112448</b>			<b>\$1,337.93</b>
<b>AFLAC-FLEXONE</b>			
214237	AFLAC OTHER	121517000000000	\$176.86
214238	ALFAC OTHER	121517000000000	\$231.27
214239	AFLAC SLAC	121517000000000	\$238.03
<b>Total for Check: 112450</b>			<b>\$646.16</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
214232	USCM/PEBSO	121517000000000	\$92.77
214233	USCM/PEBSO	121517000000000	\$1,105.00
<b>Total for Check: 112451</b>			<b>\$1,197.77</b>
<b>NATIONWIDE TRUST CO.FSB</b>			
214240	PEHP REGULAR	121517000000000	\$2,299.31
214241	PEHP COMP-SICK PD	121517000000000	\$569.23
214242	PEHPPD	121517000000000	\$487.54
214243	PEHP UNION 150	121517000000000	\$342.56
<b>Total for Check: 112452</b>			<b>\$3,698.64</b>
<b>STATE DISBURSEMENT UNIT</b>			
214244	CHILD SUPPORT	121517000000000	\$313.21
<b>Total for Check: 112453</b>			<b>\$313.21</b>
<b>STATE DISBURSEMENT UNIT</b>			
214245	CHILD SUPPORT	121517000000000	\$230.77
<b>Total for Check: 112454</b>			<b>\$230.77</b>
<b>STATE DISBURSEMENT UNIT</b>			
214246	CHILD SUPPORT	121517000000000	\$764.77
<b>Total for Check: 112455</b>			<b>\$764.77</b>
<b>STATE DISBURSEMENT UNIT</b>			
214247	CHILD SUPPORT	121517000000000	\$672.45
<b>Total for Check: 112456</b>			<b>\$672.45</b>
<b>V.O.H. FLEX BENEFITS</b>			
214234	MEDICAL REIMBURSEMENT	121517000000000	\$283.33
214235	MEDICAL REIMBURSEMENT	121517000000000	\$487.32
214236	DEP CARE REIMBURSEMENT	121517000000000	\$33.33
<b>Total for Check: 112457</b>			<b>\$803.98</b>

VOID 112449

## WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>VSP ILLINOIS - 30048087</b>			
214230	VSP SINGLE ALLEMPLOYEES	121517000000000	\$104.69
214231	VSP FAMILY ALL EMPLOYEES	121517000000000	\$213.12
<b>Total for Check: 112458</b>			<b>\$317.81</b>
<b>CALL ONE</b>			
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$604.15
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$1,103.18
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$235.35
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$51.93
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$91.96
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$51.93
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$248.32
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$141.25
214252	PHONE CHARGES-DECEMBER	1213105-1136113	\$1,256.66
<b>Total for Check: 112460</b>			<b>\$3,784.73</b>
<b>COMCAST</b>			
214254	VILLAGE HALL	8771201110036757	\$224.35
214255	WATER	877120111036815	\$144.35
214256	KLM - NOV	8771201110036807	\$114.35
214257	POLICE	8771201110036781	\$172.40
214310	POLICE/FIRE	8771201110009242	\$63.24
214310	POLICE/FIRE	8771201110009242	\$63.24
<b>Total for Check: 112461</b>			<b>\$781.93</b>
<b>FIRST COMMUNICATIONS, LLC</b>			
214253	PHONE CHARGES-NOVEMBER	115023035	\$310.01
214253	PHONE CHARGES-NOVEMBER	115023035	\$721.01
214253	PHONE CHARGES-NOVEMBER	115023035	\$431.17
214253	PHONE CHARGES-NOVEMBER	115023035	\$184.78
214253	PHONE CHARGES-NOVEMBER	115023035	\$106.69
214253	PHONE CHARGES-NOVEMBER	115023035	\$223.60
214253	PHONE CHARGES-NOVEMBER	115023035	\$61.00
<b>Total for Check: 112462</b>			<b>\$2,038.26</b>
<b>HINSDALE FOREIGN FIRE</b>			
214251	COFFEE SUPPLIES	121317	\$116.36
<b>Total for Check: 112463</b>			<b>\$116.36</b>
<b>CITI CARDS</b>			
214311	MISC FOOD	102517	\$69.93
214312	KITCHEN & VENDING MACHINE	110217	\$138.88
<b>Total for Check: 112465</b>			<b>\$208.81</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
214496	USCM/PEBSCO	122917000000000	\$1,105.00

VOID 112464

VOID=112466

## WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214497	USCM/PEBS CO	122917000000000	\$95.68
Total for Check: 112467			\$1,200.68
<b>NATIONWIDE TRUST CO.FSB</b>			
214498	PEHP REGULAR	122917000000000	\$2,299.68
214499	PEHP UNION 150	122917000000000	\$343.34
214500	PEHPPD	122917000000000	\$487.54
Total for Check: 112468			\$3,130.56
<b>STATE DISBURSEMENT UNIT</b>			
214501	CHILD SUPPORT	122917000000000	\$313.21
Total for Check: 112469			\$313.21
<b>STATE DISBURSEMENT UNIT</b>			
214502	CHILD SUPPORT	122917000000000	\$230.77
Total for Check: 112470			\$230.77
<b>STATE DISBURSEMENT UNIT</b>			
214503	CHILD SUPPORT	122917000000000	\$764.77
Total for Check: 112471			\$764.77
<b>STATE DISBURSEMENT UNIT</b>			
214504	CHILD SUPPORT	122917000000000	\$672.45
Total for Check: 112472			\$672.45
<b>AMERICAN EXPRESS</b>			
214505	ASSORTED MERCHANDISE	8-03003-121117	\$435.00
214505	ASSORTED MERCHANDISE	8-03003-121117	\$46.90
214505	ASSORTED MERCHANDISE	8-03003-121117	\$69.49
214505	ASSORTED MERCHANDISE	8-03003-121117	\$35.00
214505	ASSORTED MERCHANDISE	8-03003-121117	\$47.58
214505	ASSORTED MERCHANDISE	8-03003-121117	\$34.30
214505	ASSORTED MERCHANDISE	8-03003-121117	\$368.49
214505	ASSORTED MERCHANDISE	8-03003-121117	\$266.45
214505	ASSORTED MERCHANDISE	8-03003-121117	\$50.00
214505	ASSORTED MERCHANDISE	8-03003-121117	\$49.95
Total for Check: 112474			\$1,334.56
<b>CITI CARDS</b>			
214506	MISC SUP & HOLIDAY SUP	112917	\$96.92
214506	MISC SUP & HOLIDAY SUP	112917	\$49.66
214506	MISC SUP & HOLIDAY SUP	112917	\$10.08
214506	MISC SUP & HOLIDAY SUP	112917	\$57.64
214506	MISC SUP & HOLIDAY SUP	112917	\$37.96
214506	MISC SUP & HOLIDAY SUP	112917	\$29.97
214506	MISC SUP & HOLIDAY SUP	112917	\$4.61
214506	MISC SUP & HOLIDAY SUP	112917	\$17.99
Total for Check: 112475			\$284.67

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>A &amp; B LANDSCAPING</b>			
214347	DECEMBER BILLING	2017-508	\$900.00
214347	DECEMBER BILLING	2017-508	\$2,547.00
214347	DECEMBER BILLING	2017-508	\$380.00
214347	DECEMBER BILLING	2017-508	\$445.00
<b>Total for Check: 112477</b>			<b>\$4,272.00</b>
<b>A/R CONCEPTS INC</b>			
214361	MISC BILLING COLLECT-OCT	VOH300	\$135.00
214362	AMBULANCE FEE COLLECT-OCT	VOH200	\$244.63
214363	PARK TICKET COLLECT-OCT	VOH101	\$145.96
<b>Total for Check: 112478</b>			<b>\$525.59</b>
<b>ABC COMMERCIAL MAINT SERV</b>			
214588	KLM FLOOR CLEANING	121	\$1,250.00
<b>Total for Check: 112479</b>			<b>\$1,250.00</b>
<b>ADVANTAGE CHEVROLET</b>			
214440	REP-RADIATOR-OIL,SENSOR	387575	\$313.41
<b>Total for Check: 112480</b>			<b>\$313.41</b>
<b>AIR ONE EQUIPMENT</b>			
214475	REPAIRS TO BLOW HARD FAN	125674	\$610.00
214478	CALIBRATE 6 GAS METERS	128433	\$285.00
214479	BREATHING AIR TEST-MSA	128424	\$145.00
<b>Total for Check: 112481</b>			<b>\$1,040.00</b>
<b>ALPHA BUILDING MAINTENANC</b>			
214186	CUSTODIAL SERVICES-PD	18416-VH	\$777.00
214187	CUSTODIAL SERVICES-PW	18416-VH	\$1,678.00
214188	CUST SVC-VH-BRUSH-HIGHLAN	18416-VH	\$1,886.00
214189	CUSTODIAL SERVICES-WATER	18416-VH	\$534.00
<b>Total for Check: 112482</b>			<b>\$4,875.00</b>
<b>ALTA CONSTRUCTION</b>			
214120	BRAKE PRES FAIL REPAIR	V79580	\$2,151.45
214536	#8 BOOM CONTROL SWITCH	K00569	\$70.87
<b>Total for Check: 112483</b>			<b>\$2,222.32</b>
<b>AMALGAMATED BK OF CHICAGO</b>			
214284	TAX ESCROW & SEC 12/17/12	TRUST 1855067006	\$750.00
214285	AGENT FEE-13 BONDS 2012B	TRUST 1855066007	\$475.00
<b>Total for Check: 112484</b>			<b>\$1,225.00</b>
<b>AMERICAN LITHOGRAPHY</b>			
214127	WINTER/SPRING BROCHURE DE	252619-01	\$4,824.00
<b>Total for Check: 112485</b>			<b>\$4,824.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>AMITA MED CTR BOLINGBROOK</b>			
214521	SEPT DRUG SCREENINGS	2141	\$460.00
214521	SEPT DRUG SCREENINGS	2141	\$75.00
<b>Total for Check: 112486</b>			<b>\$535.00</b>
<b>AMSBAUGH, SCOTT</b>			
214420	CONT BD-628 W MAPLE	24158	\$500.00
<b>Total for Check: 112487</b>			<b>\$500.00</b>
<b>ANDRES MEDICAL BILLING LT</b>			
214225	NOVEMBER COLLECTIONS	142549	\$3,006.74
<b>Total for Check: 112488</b>			<b>\$3,006.74</b>
<b>APTEAN, INC.</b>			
214487	SOFTWARE MAIN-FEB 2018	RI-734257	\$6,472.42
<b>Total for Check: 112489</b>			<b>\$6,472.42</b>
<b>ARAMARK UNIFORM SERVICES</b>			
214183	FLOOR MATS & TOWELS	2081328990	\$71.95
214183	FLOOR MATS & TOWELS	2081328990	\$8.99
214183	FLOOR MATS & TOWELS	2081328990	\$161.00
214183	FLOOR MATS & TOWELS	2081328990	\$15.15
214184	FD FLOOR MATS	2081328989	\$79.80
214315	FLOOR MATS & TOWELS	2081338692	\$71.95
214315	FLOOR MATS & TOWELS	2081338692	\$8.99
214315	FLOOR MATS & TOWELS	2081338692	\$161.00
214315	FLOOR MATS & TOWELS	2081338692	\$15.15
214316	FD FLOOR MATS	2081338691	\$79.80
214543	FLOOR MATS & TOWELS	2081348283	\$71.95
214543	FLOOR MATS & TOWELS	2081348283	\$8.99
214543	FLOOR MATS & TOWELS	2081348283	\$161.00
214543	FLOOR MATS & TOWELS	2081348283	\$15.15
214544	FD FLOOR MATS	2081348282	\$79.80
<b>Total for Check: 112490</b>			<b>\$1,010.67</b>
<b>AT &amp; T</b>			
214483	VEECK PARK-WP	6303233863925	\$217.52
<b>Total for Check: 112491</b>			<b>\$217.52</b>
<b>BALDINELLI'S PIZZA</b>			
214372	OT SNOW MEAL 12-11-17	64603	\$97.50
<b>Total for Check: 112492</b>			<b>\$97.50</b>
<b>BANNERVILLE USA</b>			
214308	NORTH POLE SIGN	24419	\$85.00
<b>Total for Check: 112493</b>			<b>\$85.00</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>BANTA, AIMEE</b>			
214133	CANCELLED HOLIDAY EXPRESS	170033	\$38.00
Total for Check: 112494			\$38.00
<b>BE PREPARED</b>			
214167	HOME ALONE CLASS	1	\$100.00
214168	FIRST AID CLASS INST	2	\$125.00
214169	BABYSITTER CLASS INST	3	\$440.00
Total for Check: 112495			\$665.00
<b>BEACON SSI INCORPORATED</b>			
214354	GAS TANK INSPECTION	0000082068	\$311.20
Total for Check: 112496			\$311.20
<b>BENTLEY SYSTEMS INC</b>			
214331	SEWER GEMS & FLOWMASTER	47873742	\$1,669.00
Total for Check: 112497			\$1,669.00
<b>BERECKIS, HEATHER</b>			
214446	MILEAGE	JULY-DEC	\$164.16
Total for Check: 112498			\$164.16
<b>BITAR, KATHY</b>			
214295	KLM SECURITY DEP-EN171027	24537	\$500.00
Total for Check: 112499			\$500.00
<b>BLAIR, TIM</b>			
214204	PAID FINAL BILL TWICE	1903860-1903857	\$50.63
Total for Check: 112500			\$50.63
<b>BRITE</b>			
214528	SECURITY IMPROVEMENTS	INV11557	\$14,995.00
Total for Check: 112501			\$14,995.00
<b>BUECHE, JEAN</b>			
214432	TUITION REIMBURSEMENT	122017	\$1,190.49
Total for Check: 112502			\$1,190.49
<b>BUONA HOMES</b>			
214229	CONT BD-120 S ELM	23829	\$10,000.00
Total for Check: 112503			\$10,000.00
<b>CALEA</b>			
214366	NAMEPLATES-KING	INV26884	\$23.00
Total for Check: 112504			\$23.00
<b>CAMPBELL, EMILY</b>			
214135	CANCELLED HOLIDAY EXPRESS	170035	\$38.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 112505</b>	<b>\$38.00</b>
<b>CARROT-TOP INDUSTRIES,IN</b>			
214201	NEW FLAGS	36691700	\$232.12
214201	NEW FLAGS	36691700	\$149.11
		<b>Total for Check: 112506</b>	<b>\$381.23</b>
<b>CCP INDUSTRIES INC</b>			
214352	PPE LIFE VESTS	IN02004615	\$43.47
214352	PPE LIFE VESTS	IN02004615	\$43.49
214352	PPE LIFE VESTS	IN02004615	\$43.47
214352	PPE LIFE VESTS	IN02004615	\$43.47
214541	PPE	IN02000700	\$44.00
214541	PPE	IN02000700	\$84.00
214541	PPE	IN02000700	\$84.00
214541	PPE	IN02000700	\$62.44
214541	PPE	IN02000700	\$63.00
214541	PPE	IN02000700	\$84.00
214546	PPE	IN02001458	\$64.00
214546	PPE	IN02001458	\$66.60
214546	PPE	IN02001458	\$64.00
214546	PPE	IN02001458	\$64.00
214546	PPE	IN02001458	\$64.00
214546	PPE	IN02001458	\$64.00
		<b>Total for Check: 112507</b>	<b>\$981.94</b>
<b>CHOMKO, NADIA</b>			
214418	CONT BD-225 E WALNUT	24307	\$500.00
		<b>Total for Check: 112509</b>	<b>\$500.00</b>
<b>CHRISTOPHER B BURKE</b>			
214374	DRAINAGE STUDY	140227	\$4,584.00
		<b>Total for Check: 112510</b>	<b>\$4,584.00</b>
<b>CINTAS CORPORATION 769</b>			
214507	MEDICAL SUPPLIES	5009611168	\$125.73
214527	RESTOCK FIRST AID CAB	5009611170	\$93.19
		<b>Total for Check: 112511</b>	<b>\$218.92</b>
<b>CINTAS FIRST AID &amp; SAFETY</b>			
214427	MEDICAL CABINET SUPPLIES	5009611174	\$55.11
214427	MEDICAL CABINET SUPPLIES	5009611174	\$55.11
		<b>Total for Check: 112512</b>	<b>\$110.22</b>
<b>CITY ELECTRIC SUPPLY-CES</b>			
214350	LIGHTS FOR PUB SVC BLDG	ROM/040771	\$360.47
		<b>Total for Check: 112513</b>	<b>\$360.47</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>CITYTECH USA, INC</b>			
214522	ANNUAL 2018 MEMBERSHIP	3094	\$390.00
Total for Check: 112514			\$390.00
<b>CLARK BAIRD SMITH LLP</b>			
214170	LEGAL FEES 11-20-17	9266	\$635.00
Total for Check: 112515			\$635.00
<b>COLLEY ELEVATOR COMPANY</b>			
214516	MEMORIAL HALL	168012	\$402.00
Total for Check: 112516			\$402.00
<b>COMED</b>			
214382	WARMING HOUSE-PADDLE HUT	0203017056	\$277.70
214383	CHESTNUT PARKING	0203065105	\$94.60
214384	CLOCK TOWER	0381057101	\$32.22
214385	314 SYMONDS DR	0417073048	\$435.21
214386	FOUNTAIN	0471095066	\$118.00
214387	BURLINGTON PARK	0499147045	\$79.21
214388	ROBBINS PARK	0639032045	\$43.49
214389	STREET LIGHTS	0697168013	\$63.40
214390	TRAFFIC SIGNALS	1653148069	\$60.50
214391	WASHINGTON	2378029015	\$86.77
214392	VEECK PARK	2425068008	\$2,311.49
214393	VEECK PARK-WP	3454039030	\$947.49
214394	BURLINGTON PARK	6583006139	\$72.24
214395	KLM LODGE	7093551008	\$1,088.34
214396	KLM LODGE	7093551008	\$272.09
214397	ROBBINS PARK	8521083007	\$681.08
214398	TRAIN STATION	8521342001	\$765.07
214399	BROOK PARK	8605174005	\$402.81
214400	POOL	8605437007	\$472.56
214401	ELEANOR PARK	8689206002	\$52.26
214402	STOUGH PARK	8689480008	\$21.50
214403	BURNS FIELD	8689640004	\$33.60
Total for Check: 112517			\$8,411.63
<b>COMED DELIVERY OPERATIONS</b>			
214513	TREE REMOVALS	1162-12	\$2,600.00
Total for Check: 112518			\$2,600.00
<b>COMMERCIAL COFFEE SERVICE</b>			
214281	COFFEE-VH	145368	\$57.75
214281	COFFEE-VH	145368	\$57.75
214509	WATER PLANT COFFEE	145491	\$88.50
Total for Check: 112519			\$204.00
<b>CONSTELLATION NEWENERGY</b>			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214292	ST LIGHTS 10/19 TOI 11/16	1-72OU90	\$9,643.72
214520	STREET LIGHTS-11/17-12/19	1-72OU90	\$10,153.72
Total for Check: 112520			\$19,797.44
<b>COOK COUNTY TREASURER</b>			
214365	QTR BILL TRF SIG 7-1/9/30	2017-3	\$24.00
Total for Check: 112521			\$24.00
<b>CORE &amp; MAIN LP</b>			
214353	WATER METERS-RUTH LAKE CC	1156913	\$4,984.00
214490	WATER TAPPING MATERIALS	1188844	\$3,811.20
214593	4" VALVES RUTHLAKE CCC	1214424	\$930.00
214594	WATER METER CHANGE OUT	1231096	\$6,138.00
214595	RUTH LAKE CC-METER PARTS	1214467	\$1,691.84
Total for Check: 112522			\$17,555.04
<b>COURTNEYS SAFETY LANE</b>			
214511	SAFETY INSPECTION	3713	\$35.00
Total for Check: 112523			\$35.00
<b>CRITICAL REACH</b>			
214368	2018 CRITICAL REACH FEE	18-227	\$285.00
Total for Check: 112524			\$285.00
<b>DAVIDSON, ANDREW</b>			
214417	CONT BD-229 E WALNUT	24308	\$500.00
Total for Check: 112525			\$500.00
<b>DEETER, DAN</b>			
214131	MEMBERSHIP ASCE RENEW	1043809456	\$275.00
Total for Check: 112526			\$275.00
<b>DJURIC REAL ESTATE</b>			
214250	CONT BD-1140 OLD MILL 101F	24161	\$1,750.00
Total for Check: 112527			\$1,750.00
<b>DOCU-SHRED, INC.</b>			
214531	EMPTY 2 CONTAINERS	41717	\$80.00
Total for Check: 112528			\$80.00
<b>DONE WITH PRIDE, INC</b>			
214424	CONT BD-336 OGDEN	23257	\$500.00
Total for Check: 112529			\$500.00
<b>DOYLE, JOSH</b>			
214303	REFUND HOLIDAY EXPRESS	202050-A	\$228.00
Total for Check: 112530			\$228.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>DU, HAI</b>			
214322	REFUND HOLIDAY EXPRESS	170160	\$152.00
Total for Check: 112531			\$152.00
<b>DUPAGE COUNTY ANIMAL</b>			
214364	BAT SPEC-CFS H117009527	658-23460	\$30.00
Total for Check: 112532			\$30.00
<b>DUPAGE COUNTY CHIEFS OF</b>			
214533	RENEW MEMBERSHIP	122717	\$275.00
Total for Check: 112533			\$275.00
<b>DUPAGE RIVER/SALT CREEK</b>			
214317	PROF ASSOC ANNUAL DUES	121817	\$593.00
Total for Check: 112534			\$593.00
<b>DYNEGY ENERGY SERVICES</b>			
214426	908 ELM-SER 11/14-12/14	147029617121	\$183.37
214474	19 E CHICAGO-11/14-12/14	147029717121	\$1,731.54
Total for Check: 112535			\$1,914.91
<b>ENGAGE2EXCEL, INC</b>			
214128	CLASSES	2848436RI	\$406.77
Total for Check: 112536			\$406.77
<b>ETP LABS, INC</b>			
214355	BACTERIA SAMPLES	17-132817	\$192.00
Total for Check: 112537			\$192.00
<b>FAVIA, FRANK</b>			
214321	CANCELLED CLASS	170153	\$66.00
Total for Check: 112538			\$66.00
<b>FCWRD</b>			
214171	SEWER-NOV	008919-000	\$11.65
214601	SEWER-DECEMBER	008919-000	\$14.65
Total for Check: 112539			\$26.30
<b>FIRE PROTECTION COMPANY</b>			
214304	QTRLY INSPECTIONS	23843	\$199.00
214304	QTRLY INSPECTIONS	23843	\$199.00
214304	QTRLY INSPECTIONS	23843	\$398.00
214304	QTRLY INSPECTIONS	23843	\$199.00
Total for Check: 112540			\$995.00
<b>FIREHOUSE</b>			
214407	SUBSC RENEW-GIANNELLI	1104056538	\$29.95
Total for Check: 112541			\$29.95

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<b>FLEMMING, MEGAN</b>			
214305	KLM SECURITY DEP-EN180908	24550	\$450.00
Total for Check: 112542			\$450.00
<b>FULLERS SERVICE CENTER IN</b>			
214489	DETAIL TAURUS	13955666944	\$150.00
Total for Check: 112543			\$150.00
<b>GALLS</b>			
214376	UNIFORM ALLOWANCE	008787111	\$87.45
214377	UNIFORM ALLOWANCE	008776098	\$128.34
214378	UNIFORM ALLOWANCE	008767678	\$36.48
214379	UNIFORM ALLOWANCE	008784349	\$17.89
214380	UNIFORM ALLOWANCE	008807326	\$83.11
Total for Check: 112544			\$353.27
<b>GIULIANOS</b>			
214358	OVERPAYMENT APRIL TAX	121917	\$1,074.77
Total for Check: 112545			\$1,074.77
<b>GRAINGER, INC.</b>			
214299	HVAC AIR FILTERS	9638750845	\$33.78
214480	MISC PARTS TRUCK PANEL	9645682007	\$42.46
Total for Check: 112546			\$76.24
<b>GRANT, ROSEMARY</b>			
214443	KLM SECURITY DEP-EN171210	24517	\$500.00
Total for Check: 112547			\$500.00
<b>GRIFFIN, DIANE</b>			
214357	TREE PLANTING REIMBURSE	6427	\$520.00
Total for Check: 112548			\$520.00
<b>GSG CONSULTANTS</b>			
214597	2018 RESURFACING-N DESIGN	17-4010-07	\$7,130.00
214598	2018 RESURFACING S DESIGN	17-4009-07	\$49,702.50
Total for Check: 112549			\$56,832.50
<b>GUPTA, PUJA</b>			
214486	CLASS CANCELLED-CHESS	170198	\$132.00
Total for Check: 112550			\$132.00
<b>HANZEL, SAMANTHA</b>			
214482	MILEAGE REIMBURSEMENT	9/17 - 12/17	\$58.31
Total for Check: 112551			\$58.31
<b>HEALY ASPHALT COMPANY LLC</b>			

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214356	COLD PATCH	12556	\$837.09
Total for Check: 112552			\$837.09
<b>HINSDALE PROFESSIONAL</b>			
214121	COFFEE SUPPLIES	111717	\$107.88
Total for Check: 112553			\$107.88
<b>HOHNER BUILDERS</b>			
214248	CONT BD-1409 BURR OAK404A	24035	\$600.00
Total for Check: 112554			\$600.00
<b>HOLECEK, ART</b>			
214523	SRO CLOTHING ALLOWANCE	1947770	\$650.00
Total for Check: 112555			\$650.00
<b>HOME DEPOT CREDIT SERVICE</b>			
214449	ASSORTED HARDWARE	4021540	\$127.84
214450	ASSORTED HARDWARE	3082786	\$39.94
214451	ASSORTED HARDWARE	9010819	\$160.52
214452	ASSORTED HARDWARE	9010874	\$48.22
214453	ASSORTED HARDWARE	9063818	\$39.52
214454	ASSORTED HARDWARE	7064015	\$71.76
214455	ASSORTED HARDWARE	7064015	\$26.91
214456	ASSORTED HARDWARE	7064015	\$13.72
214457	ASSORTED HARDWARE	7064015	\$73.43
214458	ASSORTED HARDWARE	7151229	\$398.58
214459	ASSORTED HARDWARE	2051096	\$13.94
214460	ASSORTED HARDWARE	2064644	\$45.60
214461	ASSORTED HARDWARE	1023474	\$60.71
214462	ASSORTED HARDWARE	23611	\$14.98
214463	ASSORTED HARDWARE	86063	\$29.31
214464	ASSORTED HARDWARE	5024715	\$8.98
214465	ASSORTED HARDWARE	3080324	\$44.94
214466	ASSORTED HARDWARE	2052722	\$4.97
214467	ASSORTED HARDWARE	1013184	\$62.81
214468	ASSORTED HARDWARE	8020834	\$18.91
214469	ASSORTED HARDWARE	7021048	\$167.28
214470	ASSORTED HARDWARE	7021049	\$17.94
214471	HARDWARE RETURN	2316309	\$25.71-
Total for Check: 112556			\$1,465.10
<b>HOWARD PROPERTIES</b>			
214228	STMWR BD-225 S MADISON	23105	\$8,000.00
Total for Check: 112557			\$8,000.00
<b>HOWARD PROPERTIES</b>			
214423	STMWR BD-143 THE LANE	22997	\$6,156.00
Total for Check: 112558			\$6,156.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>HR BLUEPRINT</b>			
214545	WATER ATLASES	91864	\$345.60
<b>Total for Check: 112559</b>			<b>\$345.60</b>
<b>HR GREEN INC</b>			
214518	16-17 VEECK PK OPERATOR	115027	\$120.00
214519	2017 RESURFACE PROJ	115183	\$49,034.88
214596	2017 RESURFACING PROJ	115632	\$8,072.40
<b>Total for Check: 112560</b>			<b>\$57,227.28</b>
<b>HUNTER ASPHALT</b>			
214211	CONT BD-313 S LINCOLN	24319	\$500.00
<b>Total for Check: 112561</b>			<b>\$500.00</b>
<b>HYLAND HOMES</b>			
214296	KLM SECURITY DEP-EN171126	24539	\$500.00
<b>Total for Check: 112562</b>			<b>\$500.00</b>
<b>ICSC</b>			
214373	DUES THROUGH 9/30/18	1551599	\$100.00
<b>Total for Check: 112563</b>			<b>\$100.00</b>
<b>ILLINOIS FIRE INSPECTORS</b>			
214124	2018 ANNUAL MEMBERSHIP	19228	\$95.00
<b>Total for Check: 112564</b>			<b>\$95.00</b>
<b>INTERNATIONAL EXTERMINATO</b>			
214185	PEST CONTROL-NOVEMBER	12174383	\$40.00
214185	PEST CONTROL-NOVEMBER	12174383	\$40.00
214185	PEST CONTROL-NOVEMBER	12174383	\$113.00
214185	PEST CONTROL-NOVEMBER	12174383	\$40.00
214185	PEST CONTROL-NOVEMBER	12174383	\$40.00
<b>Total for Check: 112565</b>			<b>\$273.00</b>
<b>INTERSTATE BATTERY SYSTEM</b>			
214182	BATTERY	64029677	\$127.95
<b>Total for Check: 112566</b>			<b>\$127.95</b>
<b>IRMA</b>			
214172	NOVEMBER DEDUCTIBLE	SALES0016512	\$2,636.45
214173	NOVEMBER DEDUCTIBLE	SALES0016512	\$442.00
214174	POLICE FORUM	IVC0010309	\$54.00
214175	PUBLIC WORKS BFAST MTG	IVC0010350	\$15.00
214176	POLICE FORUM LUNCH	IVC0010330	\$24.00
214177	SEPTEMBER DEDUCTIBLE	SALES0016402	\$1,991.59
214178	SEPTEMBER DEDUCTIBLE	SALES0016402	\$4,174.14
214179	SEPTEMBER DEDUCTIBLE	SALES0016402	\$1,475.83

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214180	SUSPICION	IVC0010276	\$10.00
214181	OCTOBER DEDUCTIBLE	SALES0016456	\$6,354.95
214181	OCTOBER DEDUCTIBLE	SALES0016456	\$582.85
214181	OCTOBER DEDUCTIBLE	SALES0016456	\$17,860.79
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$14,576.57
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$34,337.06
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$30,846.90
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$24,944.41
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$5,337.90
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$15,141.16
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$62,611.00
214491	2016 IRMA CONTRIBUTION	2017CONTRIBUTION	\$19,180.00
Total for Check: 112567			\$242,596.60
<b>JAMES J BENES &amp; ASSOC INC</b>			
214492	FY 17-18 3RD PARTY REVIEW	PROJ 1209.529	\$1,151.54
214493	FY 17-18 3RD PARTY REVIEW	PROJ 1209.529	\$1,959.84
Total for Check: 112568			\$3,111.38
<b>JAROSZ, PETER</b>			
214422	CONT BD-203 N ADAMS	24315	\$500.00
Total for Check: 112569			\$500.00
<b>KING'S LANDSCAPING</b>			
214209	CONT BD-540 S OAK	24295	\$500.00
Total for Check: 112570			\$500.00
<b>KIPPS LAWNMOWER SALES</b>			
214540	BACK PACK BLOWER	464650	\$411.57
Total for Check: 112571			\$411.57
<b>KLEIN, THORPE, JENKINS LTD</b>			
214473	LEGALS FEES THRU 11/30/17	193218-193224	\$22,510.25
Total for Check: 112572			\$22,510.25
<b>KRAMER FOODS</b>			
214119	SUPPLIES FOR PARKS	120517	\$48.95
Total for Check: 112573			\$48.95
<b>KROESCHELL SERVICE, INC</b>			
214297	VH STEAM BOILER SVC	58872	\$2,528.00
214405	BOILER INSPECT & MAINTENA	58873	\$632.00
214405	BOILER INSPECT & MAINTENA	58873	\$632.00
214428	HVAC REPAIR-HUMANE SOCIET	58936	\$632.00
214532	REPAIR ELEC HUMIDITY SYS	58935	\$948.00
214532	REPAIR ELEC HUMIDITY SYS	58935	\$948.00
Total for Check: 112574			\$6,320.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>LAKESHORE RECYCLING SYS</b>			
214125	KLM PORTA JOHNS	179468	\$276.00
214538	CONTRACTED ST SWEEPING	14835	\$6,725.00
Total for Check: 112575			\$7,001.00
<b>LEVINSKY, LISA</b>			
214327	KLM SECURITY DEP-EN171209	24547	\$250.00
Total for Check: 112576			\$250.00
<b>LINCHPIN SEO</b>			
214220	KLM MARKETING JANUARY	0001400	\$400.00
Total for Check: 112577			\$400.00
<b>M E SIMPSON CO INC</b>			
214508	HOSPITAL METER TESTS	30855	\$1,180.00
Total for Check: 112578			\$1,180.00
<b>MACONY LLC</b>			
214416	CONT BD-5773 S GARFIELD	24268	\$2,000.00
Total for Check: 112579			\$2,000.00
<b>MANGANIELLO, JIM</b>			
214429	METER READING	DECEMBER	\$90.00
Total for Check: 112580			\$90.00
<b>MARATHON SPORTSWEAR</b>			
214370	SPIRT WEAR/SHIRTS-JACKETS	17907	\$421.30
Total for Check: 112581			\$421.30
<b>MARINACCIO, ANTHONY</b>			
214217	STMWR BD-125 S MADISON	23236	\$13,227.00
Total for Check: 112582			\$13,227.00
<b>MATHRANI, ROHINI</b>			
214134	CANCEL HOLIDAY EXPRESS	170032	\$152.00
Total for Check: 112583			\$152.00
<b>MAXS MOBILE SMALL ENGINE</b>			
214122	REPAIR CUTTERS EDGE SAW	120517	\$70.00
Total for Check: 112584			\$70.00
<b>MCDONALD, SEAN</b>			
214320	CLASSES CANCELLED	170150	\$190.00
Total for Check: 112585			\$190.00
<b>MCELROY, TIM</b>			
214222	TRUCK ALIGNMENT SPECIAL	95392	\$135.34
Total for Check: 112586			\$135.34



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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>MCLEAN, ANNA</b>			
214205	PETTY CASH	DECEMBER	\$64.06
214205	PETTY CASH	DECEMBER	\$82.78
214205	PETTY CASH	DECEMBER	\$114.66
Total for Check: 112587			\$261.50
<b>MCMASTER-CARR</b>			
214203	VH WINDOW REPAIR	51358419	\$213.96
Total for Check: 112588			\$213.96
<b>MCNAUGHTON DEVELOPMENT</b>			
214218	STMWR BD-510 WOODLAND AVE	23162	\$18,400.00
Total for Check: 112589			\$18,400.00
<b>MDG BUILDERS INC</b>			
214212	ST MGMT-423 GLENDALE	23881	\$3,000.00
214215	CONT BD-423 GLENDALE	23882	\$10,000.00
Total for Check: 112590			\$13,000.00
<b>MENDOZA, BRENDON</b>			
214539	STAFF TRAINING	70687611	\$30.00
Total for Check: 112591			\$30.00
<b>METROPOLITAN FIRE CHIEFS</b>			
214404	ANNUAL DUES-METRO CHIEFS	121917	\$80.00
Total for Check: 112592			\$80.00
<b>MICRO CENTER A/R</b>			
214190	MEMORY UPGRADE-BRAD	4299238	\$164.97
214191	MONITORS	4325996	\$234.96
214192	MEMORY UPGRADE LAPTOP	4330473	\$79.98
214193	3-MONITOR ADAPTERS	4332760	\$66.97
214318	SSD & MOUNT FOR RYANS PC	4311765	\$136.98
214534	LAPTOP & SSD FOR ED7	4340593	\$659.98
Total for Check: 112593			\$1,343.84
<b>MIKOLS CONSTRUCTION</b>			
214216	STMWR BD-18 S MADISON	23459	\$6,700.00
Total for Check: 112594			\$6,700.00
<b>MINER ELECTRONICS</b>			
214512	HAND HELD RADIO	264668	\$111.50
214524	INSTALL SECURE IDLE-CAR	264657	\$318.51
Total for Check: 112595			\$430.01
<b>MOTOROLA SOLUTIONS</b>			
214223	QTRLY RADIO USAGE	317328312017	\$306.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214369	DECEMBER STARCOM FEES	328011112017	\$34.00
Total for Check: 112596			\$340.00
<b>NAPA AUTO PARTS</b>			
214288	DEF FLUID	4343-525649	\$31.17
214288	DEF FLUID	4343-525649	\$31.17
214288	DEF FLUID	4343-525649	\$31.18
214434	OIL & FILTERS W/GASKETS	4343-524956	\$55.40
214435	COOLER LINES	4343-526402	\$99.99
214436	OIL PRESS SENOR SOCKET	4343-526400	\$8.65
214510	NOSE FOR CAL TANK	4343-526801	\$64.56
Total for Check: 112597			\$322.12
<b>NATIONAL POWER RODDING</b>			
214348	2017 VH SEWER JETTING	48851	\$28,958.31
Total for Check: 112598			\$28,958.31
<b>NEOPED FOUNDATION</b>			
214442	KLM SECURITY DEP-EN171217	24522	\$500.00
Total for Check: 112599			\$500.00
<b>NEUCO INC</b>			
214298	PUMP HEAT MOTOR	2761507	\$679.00
Total for Check: 112600			\$679.00
<b>NEW CONCEPT SERVICES, INC</b>			
214313	HAUL OUT SWEEPING DEBRIS	2258	\$490.00
Total for Check: 112601			\$490.00
<b>NFPA</b>			
214371	ANNUAL DUES	2492973	\$175.00
Total for Check: 112602			\$175.00
<b>NICK SKOKNA</b>			
214326	NOV PADDLE CLEANING	121817	\$400.00
Total for Check: 112603			\$400.00
<b>NICOR GAS</b>			
214200	350 N VINE-11/27-12/4/17	1327011003	\$208.84
214332	5905 S CNTY-11/10-12-11	12952110000	\$215.51
214335	PLATFORM TEN-11/10-12/11	06677356575	\$693.62
Total for Check: 112604			\$1,117.97
<b>NORMANDY CONSTRUCTION</b>			
214419	CONT BD-27 SHARON CT	24136	\$1,500.00
Total for Check: 112605			\$1,500.00
<b>NUCO2 INC</b>			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214589	CHEMICALS	54314798	\$37.30
		<b>Total for Check: 112606</b>	<b>\$37.30</b>
<b>NUTOYS LEISURE PRODUCTS</b>			
214542	PLAYGROUND EQUIP REPAIR	47160	\$310.00
		<b>Total for Check: 112607</b>	<b>\$310.00</b>
<b>OLSSON ROOFING COMPANY</b>			
214430	VILLAGE ROOFING CONTRACT	Z17AR0039P001	\$15,396.82
214430	VILLAGE ROOFING CONTRACT	Z17AR0039P001	\$15,396.82
214430	VILLAGE ROOFING CONTRACT	Z17AR0039P001	\$126,797.35
214430	VILLAGE ROOFING CONTRACT	Z17AR0039P001	\$23,548.07
214488	VILLAGE ROOFING CONT-PT 2	Z17AR0039P002	\$2,915.42
214488	VILLAGE ROOFING CONT-PT 2	Z17AR0039P002	\$2,915.42
214488	VILLAGE ROOFING CONT-PT 2	Z17AR0039P002	\$24,009.30
214488	VILLAGE ROOFING CONT-PT 2	Z17AR0039P002	\$4,458.86
		<b>Total for Check: 112608</b>	<b>\$215,438.06</b>
<b>PADDLE IN THE PARKS</b>			
214591	DEC COURT MANAGEMENT	DECEMBER	\$1,071.42
		<b>Total for Check: 112609</b>	<b>\$1,071.42</b>
<b>PALENCIA, ANNE</b>			
214444	KLM SECURITY DEP-EN180922	24518	\$500.00
		<b>Total for Check: 112610</b>	<b>\$500.00</b>
<b>PEERLESS FENCE</b>			
214196	KLM FENCE GRATE	73168	\$5,617.17
		<b>Total for Check: 112611</b>	<b>\$5,617.17</b>
<b>PEORIA DESIGN WEB COM</b>			
214578	PLATFORM COURT RESERV	18	\$480.00
		<b>Total for Check: 112612</b>	<b>\$480.00</b>
<b>PERSONNEL STRATEGIES LLC</b>			
214367	GRP ASSESSMENT CTR 10-6	101017	\$2,250.00
		<b>Total for Check: 112613</b>	<b>\$2,250.00</b>
<b>PEZZA LANDSCAPING</b>			
214359	DEPOSIT	METER #83129877	\$1,500.00
214360	WATER USED	METER #83129877	\$676.50-
		<b>Total for Check: 112614</b>	<b>\$823.50</b>
<b>PIRTANO</b>			
214282	DEPOSIT	METER #1214621	\$1,500.00
214283	WATER USED	METER #1214621	\$189.75-
		<b>Total for Check: 112615</b>	<b>\$1,310.25</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>PLATE 28 LLC</b>			
214421	CONT BD-5819 S MADISON	24290	\$1,700.00
Total for Check: 112616			\$1,700.00
<b>PLATFORM TENNIS HEATING</b>			
214306	HEATER ELEC & REPAIR	102617	\$3,150.00
214306	HEATER ELEC & REPAIR	102617	\$1,600.00
Total for Check: 112617			\$4,750.00
<b>PRANER, CALLIE</b>			
214441	REFUND KLM	170178	\$200.00
Total for Check: 112618			\$200.00
<b>PRAXAIR DISTRIBUTION, INC</b>			
214126	CYLINDER RENTAL	79957120	\$66.26
Total for Check: 112619			\$66.26
<b>PRESCIENT SOLUTIONS INC</b>			
214221	IT SVCS 12-15 TO 1-14-18	1217066	\$14,960.00
214290	MONTH IT SVC 8-15 TO 9-14	0817045	\$14,960.00
214291	MONTH IT SVC 11-15/12-14	1117023	\$14,960.00
Total for Check: 112620			\$44,880.00
<b>PUFFENBERGER, KATHRYN</b>			
214206	CANCEL HOLIDAY EXPRESS	202050-A	\$152.00
Total for Check: 112621			\$152.00
<b>PYRROS, HEIDI</b>			
214323	REFUND HOLIDAY EXPRESS	170161	\$152.00
Total for Check: 112622			\$152.00
<b>RAY O'HERRON CO INC</b>			
214580	SEW BATCHPATCH ON JACKET	1764549-IN	\$6.00
214581	REMOVE PATCHES & REDO	1769028-IN	\$16.00
214582	SEW PATCH FOR PD	1769030-IN	\$93.00
Total for Check: 112623			\$115.00
<b>RDG FUND-5 LLC</b>			
214325	OVERPAID FINAL BILL	1405340	\$31.65
Total for Check: 112624			\$31.65
<b>READY REFRESH BY NESTLE</b>			
214117	BOTTLED WATER	17K0120706023	\$45.89
Total for Check: 112625			\$45.89
<b>RED WING SHOE STORE</b>			
214286	UNIFORM ALLOWANCE	45-1-39544	\$206.99
214287	UNIFORM ALLOWANCE	45-1-39785	\$206.99

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		<b>Total for Check: 112626</b>	<b>\$413.98</b>
<b>REPUBLIC SERVICES #551</b>			
214438	PS ROLL OFF DUMPSTER	0551-013726017	\$91.80
214439	PS ROLL OFF DUMPSTER	0551-013807820	\$5.44
		<b>Total for Check: 112627</b>	<b>\$97.24</b>
<b>ROEHN, RICH</b>			
214195	KLM FENCE FOR GRATE	E9997443607	\$268.98
		<b>Total for Check: 112628</b>	<b>\$268.98</b>
<b>RUSSO POWER EQUIPMENT</b>			
214351	PUSH SPRAYER-CHEM & TANK	4612292	\$1,442.73
214437	STIHL LEAF BLOWER CARB	4499917	\$10.99
		<b>Total for Check: 112629</b>	<b>\$1,453.72</b>
<b>SCHMITT, SUSAN</b>			
214294	PAID FINAL TWICE	2300231	\$31.65
		<b>Total for Check: 112630</b>	<b>\$31.65</b>
<b>SERVICE FORMS &amp; GRAPHICS</b>			
214472	BUSINESS CARDS-H POSHEK	163119	\$122.03
214592	BUSINESS CARDS	163156	\$48.15
214592	BUSINESS CARDS	163156	\$48.15
		<b>Total for Check: 112631</b>	<b>\$218.33</b>
<b>SHERWIN INDUSTRIES, INC</b>			
214289	SIGN POSTS	SS073310	\$329.50
		<b>Total for Check: 112632</b>	<b>\$329.50</b>
<b>SIRCHIE</b>			
214526	ET EQUIPMENT	0328325-IN	\$253.02
		<b>Total for Check: 112633</b>	<b>\$253.02</b>
<b>SKIBA, KORI</b>			
214324	REFUND POLAR EXPRESS	170162	\$152.00
		<b>Total for Check: 112634</b>	<b>\$152.00</b>
<b>SKIBBENS, JARED</b>			
214599	TRAVEL EXPENSE REIMBURSE	113017	\$30.80
		<b>Total for Check: 112635</b>	<b>\$30.80</b>
<b>SODIKOFF, MONICA</b>			
214485	CLASS CANCELLED-CHESS	170199	\$132.00
		<b>Total for Check: 112636</b>	<b>\$132.00</b>
<b>SOUTHWEST OIL SERVICE</b>			
214314	WASTE OIL REMOVAL	12852	\$45.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 112637	\$45.00
<b>SPORTS R US</b>			
214309	HOCKEY&BASKETBALL INSTR	2275	\$1,554.00
		Total for Check: 112638	\$1,554.00
<b>STONERIDGE CUSTOM HOMES</b>			
214227	ST MGMT-430 N ADAMS	23679	\$3,000.00
		Total for Check: 112639	\$3,000.00
<b>STONERIDGE CUSTOM HOMES</b>			
214249	CONT BD-430 N ADAMS	23680	\$10,000.00
		Total for Check: 112640	\$10,000.00
<b>STREICHERS</b>			
214583	FIAT GEAR-BODY ARMOUR	I292171	\$57.94
214600	FIAT GEAR	I1292175	\$65.00
		Total for Check: 112641	\$122.94
<b>SUBURBAN BLDG OFF CONF</b>			
214132	2018 MEMBERSHIP RENEWAL	5170602-17	\$75.00
		Total for Check: 112642	\$75.00
<b>SUBURBAN DOOR CHECK</b>			
214202	BURNS FIELD REKEY	IN494640	\$417.40
		Total for Check: 112643	\$417.40
<b>SUNBELT RENTALS</b>			
214194	KLM FENCE AROUND GRATE	741905840001	\$1,056.60
		Total for Check: 112644	\$1,056.60
<b>TEMPLETON, PHILIP &amp; JEN</b>			
214208	CONT BD-148 E FOURTH	24270	\$500.00
		Total for Check: 112645	\$500.00
<b>THE HINSDALEAN</b>			
214118	#V-09-17	2995	\$143.55
		Total for Check: 112646	\$143.55
<b>THE LAW OFFICES OF</b>			
214425	ADMIN HEARINGS-TOWINGS	H-12-20-2017	\$100.00
		Total for Check: 112647	\$100.00
<b>THE POLICE &amp; SHERIFFS</b>			
214525	3 ID CARDS	101042	\$47.49
214529	RETIRED ID CARD	101361	\$17.49
		Total for Check: 112648	\$64.98

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>THE W-T GROUP, LLC</b>			
214481	CONST PROJ ENDING 12/5/17	CE17063-7	\$1,860.48
Total for Check: 112649			\$1,860.48
<b>THE WEEKLEY GROUP OF</b>			
214213	ST MGMT-954 S MADISON	23759	\$3,000.00
Total for Check: 112650			\$3,000.00
<b>THE WEEKLY GROUP OF</b>			
214214	CONT BD-954 S MADISON	23760	\$10,000.00
Total for Check: 112651			\$10,000.00
<b>THIRD MILLENIUM</b>			
214116	UTILITY BILLING-NOVEMBER	21475	\$1,051.61
Total for Check: 112652			\$1,051.61
<b>TIM MCELROY</b>			
214445	MISCELLANEOUS CHARGES	DECEMBER	\$6.39
214445	MISCELLANEOUS CHARGES	DECEMBER	\$10.00
214445	MISCELLANEOUS CHARGES	DECEMBER	\$20.00
214445	MISCELLANEOUS CHARGES	DECEMBER	\$17.99
214445	MISCELLANEOUS CHARGES	DECEMBER	\$54.99
214445	MISCELLANEOUS CHARGES	DECEMBER	\$50.15
214445	MISCELLANEOUS CHARGES	DECEMBER	\$7.18
214445	MISCELLANEOUS CHARGES	DECEMBER	\$4.06
214445	MISCELLANEOUS CHARGES	DECEMBER	\$48.00
214445	MISCELLANEOUS CHARGES	DECEMBER	\$24.83
214445	MISCELLANEOUS CHARGES	DECEMBER	\$20.00
Total for Check: 112653			\$263.59
<b>TPI BLDG CODE CONSULTANT</b>			
214129	3RD PTY PLUMBING INSP	201711	\$2,050.00
Total for Check: 112654			\$2,050.00
<b>TRAFFIC CONTROL &amp; PROTECT</b>			
214433	NUTS & BOLTS FOR SIGNS	91236	\$250.00
Total for Check: 112655			\$250.00
<b>TRANE</b>			
214300	VH HVAC	3534970	\$31.56
214301	V-BELT VH	3517981	\$6.30
214302	VH HVAC	3523250	\$194.04
Total for Check: 112656			\$231.90
<b>TRITON ELECTRONICS, INC</b>			
214530	RADAR TRAILER REPAIRS	7370	\$210.00
Total for Check: 112657			\$210.00

Run date: 04-JAN-18

Village of Hinsdale

Page: 24

## WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>U S POSTAL SERVICE</b>			
214494	BRM ANNUAL MAINTENANCE	19000	\$685.00
214495	BRM PERMIT #19	19000	\$225.00
Total for Check: 112658			\$910.00
<b>UNIVERISTY OF ILLINOIS</b>			
214477	PUB FIRE & SAFE EDUCATOR	UFINZ290	\$350.00
Total for Check: 112659			\$350.00
<b>UPS STORE</b>			
214219	SHIPPING	1623	\$10.80
Total for Check: 112660			\$10.80
<b>VAFCON INC</b>			
214349	VEECK SCADA REPAIRS	1171552	\$585.00
Total for Check: 112661			\$585.00
<b>VERIZON WIRELESS</b>			
214224	I-PADS, MDT FD & PD	9797116517	\$367.67
214224	I-PADS, MDT FD & PD	9797116517	\$213.06
Total for Check: 112662			\$580.73
<b>VIEW BUILDERS</b>			
214207	ST MGMT-520 N GARFIELD	23860	\$3,000.00
Total for Check: 112663			\$3,000.00
<b>VIEW BUILDERS</b>			
214210	CONT BD-520 N GARFIELD	23859	\$10,000.00
Total for Check: 112664			\$10,000.00
<b>VOLT ELECTRIC, INC.</b>			
214517	KLM REPAIRS	6632	\$4,990.00
Total for Check: 112665			\$4,990.00
<b>W S DARLEY &amp; CO</b>			
214406	TURN OUT SUPPRESSION BOOT	17306976	\$337.29
Total for Check: 112666			\$337.29
<b>WAREHOUSE DIRECT INC</b>			
214198	SUPPLIES FOR CIP BOOKS	3719896-0	\$108.37
214307	REPLACEMENT FOR IMP-1525	3708861-0	\$56.31
214319	KLM COFFEE SERVICE	3710263-0	\$165.46
214375	PAPER OFFICE SUPPLIES	3713934-0	\$103.77
214381	DISC, ENVELOPES & WATER	3718367-0	\$143.98
214476	MISC OFC SUPPLIES & TONER	3733289-0	\$174.41
214484	TONER FINANCE	3731130-0	\$129.99
214514	MISC SUPPLIES-JANITORIAL	3732616-0	\$194.62
214514	MISC SUPPLIES-JANITORIAL	3732616-0	\$291.67



## WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
214514	MISC SUPPLIES-JANITORIAL	3732616-0	\$124.84
214514	MISC SUPPLIES-JANITORIAL	3732616-0	\$156.32
214514	MISC SUPPLIES-JANITORIAL	3732616-0	\$100.48
214515	SOAP & CLEANING SUPPLIES	3737141-0	\$55.99
214515	SOAP & CLEANING SUPPLIES	3737141-0	\$55.99
214535	OFFICE SUPPLIES	37181520	\$23.68
214535	OFFICE SUPPLIES	37181520	\$199.69
214579	OFFICE SUPPLIES	3736239-0	\$135.19
214584	TONER	3721392-0	\$53.84
214585	OFFICE SUPPLIES	3723307-0	\$20.12
214586	OFFICE SUPPLIES	3735318-0	\$59.80
214587	BOOKENDS & TAPE	3731599-0	\$9.22
214590	TONER FOR PARKS PRINTER	3731126-0	\$53.24
Total for Check: 112667			\$2,416.98
<b>WARREN OIL COMPANY</b>			
214199	UNLEADED & DIESEL FUEL	W1102672	\$7,003.20
214199	UNLEADED & DIESEL FUEL	W1102672	\$10,694.25
Total for Check: 112668			\$17,697.45
<b>WESTERN REMAC, INC</b>			
214197	KLM FENCE FOR GRATE	53627	\$218.00
Total for Check: 112669			\$218.00
<b>WINGRENS LANDSCAPE, INC</b>			
214431	HOLIDAY LIGHTING & DECOR	42279	\$27,987.00
Total for Check: 112670			\$27,987.00
<b>XEROX CORPORATION</b>			
214115	FINANCE COPIER	091408530	\$85.00
214123	MONTHLY MAINTENANCE FD	091408531	\$85.00
Total for Check: 112671			\$170.00
<b>ADVENTIST HINSDALE HOSP</b>			
214226	KLM SECURITY DEP-EN171203	23389	\$200.00-
214226	KLM SECURITY DEP-EN171203	23389	\$250.00
Total for Check: 112672			\$50.00
<b>DUPAGE COUNTY DIV OF</b>			
214537	REQUESTED NO DUMPING SIGN	3975	\$88.41
Total for Check: 112673			\$88.41
<b>CHICAGO TRIBUNE</b>			
214671	SUBSCRIP THRU 12/31/18	20097644	\$299.00
Total for Check: 112675			\$299.00

VOID 112674

Run date: 04-JAN-18

Village of Hinsdale

Page: 26

WARRANT REGISTER: 1640

DATE: 01/09/18

VOUCHER	VOUCHER DESCRIPTION
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INVOICE NUMBER
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AMOUNT PAID
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REPORT TOTAL \$1,063,717.51

END OF REPORT

REQUEST FOR BOARD ACTION  
Administration

**AGENDA SECTION:** Consent Agenda – ACA

**SUBJECT:** Adoption of a Policy Prohibiting Sexual Harassment

**MEETING DATE:** January 9, 2018

**FROM:** Emily Wagner, Administration Manager

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**Recommended Motion**

Approve a resolution adopting a policy prohibiting sexual harassment for the Village of Hinsdale.

**Background**

Effective November 16, 2017, Governor Bruce Rauner signed into law Public Act 100-0554 ("the Act") that amends the State Officials and Employees Ethics Act, including Section 70-5, which pertains to government entities.

The Act mandates that all governmental units adopt, within 60 days after the effective date of November 16, 2017, which is January 15, 2018, an ordinance or resolution establishing a policy prohibiting sexual harassment.

The attached resolution and policy were developed by the Village's labor counsel and meet the requirements of the state law.

Pursuant to this new mandate, municipalities must adopt a resolution establishing a policy prohibiting sexual harassment prior to January 15, 2018.

**Discussion & Recommendation**

Staff recommends approval of the attached resolution.

The Village of Hinsdale personnel manual currently contains language that prohibits harassment and sexual harassment of any kind in the workplace. The attached policy is a redlined version of how the Village's existing policy will be edited to be compliant with the state law.

Additionally, staff coordinated Village-wide anti-harassment/discrimination training for supervisors and employees in 2016 and will conduct additional training in the first quarter of 2018.

**Budget Impact**

N/A

**Village Board and/or Committee Action**

The Village Board approved this item as a first read at the December 11, 2017, Village Board meeting.

**Documents Attached**

1. Resolution
2. Redlined policy
3. Updated policy

## **NON-DISCRIMINATION AND ANTI-HARASSMENT-PROHIBITED: GENERAL HARASSMENT AND SEXUAL HARASSMENT**

The Village is committed to providing a work environment that is free of discrimination

and unlawful harassment, including sexual harassment and all other forms of. In keeping with this commitment, the Village will not tolerate any form of harassment that violates this policy. This policy forbids harassment by any employee, supervisor, elected official, vendor, client, customer or other person, against any employee or third party.

### **harassment. Such Prohibited Conduct**

Harassment consists of any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, color, creed, religion, sex, age, national origin, ancestry, marital status, genetic information, military status, unfavorable discharge from military service as defined by state law, sexual orientation, pregnancy, order of protection status, disability, or other protected status under applicable law. The Village will not tolerate harassing conduct that results in tangible employment action that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive work environment. The conduct forbidden by this policy specifically includes, but is not limited to:

- Epithets, slurs, negative stereotyping, bullying, or intimidating acts that are based on a person's protected status;
- Written or graphic material that is circulated, available on the Village's computer system or technology resources, or posted or distributed in the workplace that shows hostility toward a person or persons because of their protected status.

Even where conduct is not sufficiently severe or pervasive to constitute an actionable legal violation, the Village discourages such conduct in the workplace and such conduct may serve as the basis for disciplinary action under the Village's policies.

This policy specifically forbids harassment is unlawful based on gender regardless of whether the offensive conduct is sexual in nature and will not be tolerated. Employees who engage in unlawful harassment shall be subject to discipline, up to and including discharge.

A. regardless of whether the individual being harassed is of the same or different gender. Sexual harassment includes any unwelcome sexual advances, any requests for

sexual favors, and any other conduct of a sexual nature when:

B. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

**VILLAGE OF HINSDALE**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK  
COUNTIES, ILLINOIS, APPROVING AN ANTI-HARASSMENT POLICY**

**WHEREAS**, the Illinois General Assembly has recently enacted Public Act 100-0554, an Act concerning government, which became effective immediately, dated November 16, 2017; and

**WHEREAS**, pursuant to the Act, each governmental unit shall adopt an ordinance or resolution establishing a policy to prohibit sexual harassment;

**NOW, THEREFORE**, be it resolved that the corporate authorities of the Village of Hinsdale adopt the attached updated harassment policy as required by P.A. 100-0554.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_  
Village President

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



~~C.~~ Submission to or rejection of such conduct is used as a basis for making employment decisions; or

~~D.~~ Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive work environment.

~~Conduct commonly considered to be unlawful sexual harassment includes:~~

~~E. This policy forbids any unwelcome or harassing conduct based on gender regardless of whether it rises to the level of a legal violation.~~

~~The Village considers the following conduct to represent, but are not limited to, some of the types of acts that violate this policy:~~

Verbal - ~~Unwelcome~~ Unwanted sexual advances, propositions or other sexual comments; sexual jokes, pressuring a subordinate to go out on a date, gestures, noises and remarks; sexual innuendos, or suggestive comments; gender-specific insults; inappropriate references to anatomy; verbal abuse of a sexual nature or threats

~~F.~~ Non-verbal - Suggestive or insulting sounds, whistling, or "catcalls," or suggestive bodily gestures.

~~G. Visual - Posters, signs, pin-ups, or slogans of a sexual nature.~~

~~H. Visual - Sexual or discriminatory displays or publications anywhere in the Village's work place including on Village technology resources by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning or pornographic.~~

Physical - Unwelcome touching, hugging, kissing, pinching, or intentionally brushing the body; coerced sexual conduct; or actual assault.

~~I.~~ Other - ~~Denying~~ Preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct; denying a qualified individual job opportunities because of an unqualified individual's voluntary or coerced submission to sexual conduct.

~~General harassment based upon other characteristics protected by~~ Responses to Prohibited Conduct

~~Everyone at the law Village can help assure that our workplace is also free from prohibited by this policy. This includes, but is not necessarily limited to, harassment toward another based upon their race, color, religion, national origin, disability, discrimination or age.~~

~~If an harassment. Every~~ employee is subjected expected to such general harassment, the complaint procedures in this policy shall apply. refrain from any behavior or conduct that could reasonably be interpreted as prohibited harassment. The best guard against every form of harassment is to treat all persons whom you encounter in the course of your employment in a professional manner without regard to their gender, race, or other characteristics. This is what the Village demands from all of its employees. ~~However, to the extent an employee is subject to unlawful harassment~~



Employees are encouraged to inform others in the workplace, the Village when their behavior is obligated to investigate the complaint in accordance with this policy and applicable law.

Employees should promptly report all incidents of sexualunwelcome, offensive, inappropriate, or other unlawful harassment, -whether by anotherin poor taste. In the event an employee believes he or any other individual encountered in the course of Village employment,she has been confronted by or has witnessed conduct that is inconsistent with this policy, it is the employee's responsibility to immediately report such action to any supervisor, Personnel Officer or directly to the Village Manager. This policy does not require reporting harassment or discrimination to any individual who is the source of the harassing or discriminatory conduct.

Employees are expected to come forward promptly and report any violations pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Employees can raise concerns and make reports without fear of reprisal. It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy against harassment in the workplace are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

Any supervisor who is aware of conduct inconsistent with this policy or receives a complaint of harassment, whether directly from the complainant or otherwise, shall immediately report the same to the Personnel Officer and Village Manager. ~~Employees can raise concerns and make reports without A supervisor's failure to make such a report may constitute a violation of this policy. fear of reprisal. Once a complaint of harassment has been made, the~~The Personnel Officer or Village Manager shall promptly ~~investigate the complaint.~~initiate an investigation of reports of conduct inconsistent with this policy. If the allegations concern the Personnel Officer, the complaint shall be made to and investigated by the Village Manager. If the allegations concern the Village Manager, the complaint shall be made to the Village President. In that case, the Village President or his/her designee shall investigate the complaint. The Village will protect confidentiality to the extent possible, but confidentiality cannot be completely guaranteed. The obligation of the Personnel Officer, Village Manager or Village President/designee to investigate such complaints shall exist without regard to whether the complaining party requested confidentiality or indicated that they did not wish the matter to be investigated. ~~Upon conclusion of their investigation, the Personnel Officer, Village Manager or Village President/designee shall inform the complainant of~~The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once a report of conduct conflicting with this policy has been thoroughly investigated. That action may be a conclusion that a violation occurred, or that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including termination of



employment, as is appropriate under the circumstances. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their findings. Because false accusations regarding harassment can have serious effects on the person or persons accused, any employee who is determined to have made false accusations of harassment may be subject to disciplinary action in accordance with the disciplinary rules set forth herein. The Village will respond to complaints of harassment, and to complaints of harassment or retaliation for making such complaints, in a prompt and fair manner. It is hoped that all such complaints can be resolved through the Village's own efforts, resolution of any problems. However, employees may also may file formal charges a charge of discrimination in writing with the Illinois Department of Human Rights and the United States within 180 days of the harassment and/or the Equal Employment Opportunity Commission. The Village Manager, Personnel at: Officer or any supervisor can provide any employee with information on how to contact these agencies. In addition, the telephone numbers of these agencies are listed in the "Blue Pages" of the Chicago telephone directory.

<u>Illinois Department of Human Rights</u>	<u>Equal Employment Opportunity Commission</u>
<u>100 W. Randolph St., Suite 10-100</u>	<u>500 West Madison Street, Ste. 2800</u>
<u>Chicago, IL 60601</u>	<u>Chicago, Illinois 60661-2511</u>
<u>(312) 814-6200</u>	<u>(312) 353-2713</u>

### **No Retaliation**

The Village forbids retaliation toward or against any individual who makes a good-faith complaint of harassment; assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or files a charge of discrimination or harassment; or otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation is a serious violation of this policy that may result in discipline up to and including dismissal. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the complaint procedures stated above.



## **NON-DISCRIMINATION AND ANTI-HARASSMENT**

The Village is committed to providing a work environment that is free of discrimination and unlawful harassment. In keeping with this commitment, the Village will not tolerate any form of harassment that violates this policy. This policy forbids harassment by any employee, supervisor, elected official, vendor, client, customer or other person, against any employee or third party.

### **Prohibited Conduct**

Harassment consists of any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, color, creed, religion, sex, age, national origin, ancestry, marital status, genetic information, military status, unfavorable discharge from military service as defined by state law, sexual orientation, pregnancy, order of protection status, disability, or other protected status under applicable law. The Village will not tolerate harassing conduct that results in tangible employment action that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive work environment. The conduct forbidden by this policy specifically includes, but is not limited to:

- Epithets, slurs, negative stereotyping, bullying, or intimidating acts that are based on a person's protected status;
- Written or graphic material that is circulated, available on the Village's computer system or technology resources, or posted or distributed in the workplace that shows hostility toward a person or persons because of their protected status.

Even where conduct is not sufficiently severe or pervasive to constitute an actionable legal violation, the Village discourages such conduct in the workplace and such conduct may serve as the basis for disciplinary action under the Village's policies.

This policy specifically forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature and regardless of whether the individual being harassed is of the same or different gender. Sexual harassment includes any unwelcome sexual advances, any requests for sexual favors, and any other conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- B. Submission to or rejection of such conduct is used as a basis for making employment decisions;  
or
- C. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile, or offensive work environment.

This policy forbids any unwelcome or harassing conduct based on gender regardless of whether it rises to the level of a legal violation.

The Village considers the following conduct to represent, but are not limited to, some of the types of acts that violate this policy:

Verbal - Unwanted sexual advances, propositions or other sexual comments; sexual jokes, gestures, noises and remarks; sexual innuendos or suggestive comments; gender-specific insults; inappropriate references to anatomy; verbal abuse of a sexual nature or threats

Non-verbal - Suggestive or insulting sounds, whistling, or "catcalls," or suggestive bodily gestures.

Visual - Sexual or discriminatory displays or publications anywhere in the Village's work place including on Village technology resources by Village employees including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning or pornographic.

Physical - Unwelcome touching, hugging, kissing, pinching, or intentionally brushing the body; coerced sexual conduct; or actual assault.

Other - Preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct; denying a qualified individual job opportunities because of an unqualified individual's voluntary or coerced submission to sexual conduct.

#### Responses to Prohibited Conduct

Everyone at the Village can help assure that our workplace is free from prohibited discrimination or harassment. Every employee is expected to refrain from any behavior or conduct that could reasonably be interpreted as prohibited harassment. The best guard against every form of harassment is to treat all persons whom you encounter in the course of your employment in a professional manner without regard to their gender, race, or other characteristics. This is what the Village demands from all of its employees.

Employees are encouraged to inform others in the workplace when their behavior is unwelcome, offensive, inappropriate, or in poor taste. In the event an employee believes he or she has been confronted by or has witnessed conduct that is inconsistent with this policy, it is the employee's responsibility to immediately report such action to any supervisor, Personnel Officer or directly to the Village Manager. This policy does not require reporting harassment or discrimination to any individual who is the source of the harassing or discriminatory conduct.

Employees are expected to come forward promptly and report any violations pursuant to this policy before the alleged offending behavior becomes severe or pervasive. Employees can raise concerns and make reports without fear of reprisal. It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy against harassment in the workplace are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be

false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

Any supervisor who is aware of conduct inconsistent with this policy or receives a complaint of harassment, whether directly from the complainant or otherwise, shall immediately report the same to the Personnel Officer and Village Manager. A supervisor's failure to make such a report may constitute a violation of this policy.

The Personnel Officer or Village Manager shall promptly initiate an investigation of reports of conduct inconsistent with this policy. If the allegations concern the Personnel Officer, the complaint shall be made to and investigated by the Village Manager. If the allegations concern the Village Manager, the complaint shall be made to the Village President. In that case, the Village President or his/her designee shall investigate the complaint. The Village will protect confidentiality to the extent possible, but confidentiality cannot be completely guaranteed. The obligation of the Personnel Officer, Village Manager or Village President/designee to investigate such complaints shall exist without regard to whether the complaining party requested confidentiality or indicated that they did not wish the matter to be investigated.

The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once a report of conduct conflicting with this policy has been thoroughly investigated. That action may be a conclusion that a violation occurred, or that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including termination of employment, as is appropriate under the circumstances. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy.

Employees are encouraged to use the above complaint procedure(s) to report and resolve their complaints of harassment or retaliation to promote prompt resolution of any problems. However, employees may also file a charge of discrimination in writing with the Illinois Department of Human Rights within 180 days of the harassment and/or the Equal Employment Opportunity Commission at:


Illinois Department of Human Rights  
100 W. Randolph St., Suite 10-100  
Chicago, IL 60601  
(312) 814-6200

Equal Employment Opportunity Commission  
500 West Madison Street, Ste. 2800  
Chicago, Illinois 60661-2511  
(312) 353-2713

### **No Retaliation**

The Village forbids retaliation toward or against any individual who makes a good-faith complaint of harassment; assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or files a charge of discrimination or harassment; or otherwise provides

information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation is a serious violation of this policy that may result in discipline up to and including dismissal. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the complaint procedures stated above.

**REQUEST FOR BOARD ACTION**  
**Finance****AGENDA SECTION:** Consent Agenda – ACA**SUBJECT:** Intergovernmental Agreement with the Hinsdale Public Library**MEETING DATE:** January 9, 2018**FROM:** Darrell Langlois, Assistant Village Manager/Finance Director 

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**Recommended Motion**

To Approve an Intergovernmental Agreement Between the Village of Hinsdale and the Hinsdale Public Library Regarding License of Premises and Sharing of Expenses.

**Background**

The Village has an existing intergovernmental agreement with the Hinsdale Public Library that provides a license for use of the Library premises and how expenses are to be shared between the Village and the Library. The agreement is general in nature, and over the years there have not been any issues surrounding this agreement. The last time the agreement was updated was in 2013.

**Discussion & Recommendation**

Under terms of the intergovernmental agreement, the Village and the Library are supposed to meet in October each year "to determine a budget and a time line for any repairs, maintenance, and purchase of items/systems which are shared expenses". As has been the practice each year, on October 30, 2017 the Village Manager, Assistant Village Manager, Finance Director, Library Director, and Library Board President met to discuss the items required in the intergovernmental agreement as well as other issues of mutual interest between the Village and the Library.

As a result of this meeting, there were no major issues that came up; however, in looking at the intergovernmental agreement, there are a few minor "housekeeping" changes that are recommended that involve the payment of the \$10 annual rent, when we will meet each year, insurance, and signatories. Attached is a both a red-line version and final version of the proposed agreement. This agreement has already been approved by the Library Board.

**Budget Impact**

None

**Village Board and/or Committee Action**

This item was discussed at the Village Board meeting on December 11, 2017 whereby it was the consensus of the Village Board to place this item on the Consent Agenda for January 9, 2018

**Documents Attached**

1. Intergovernmental Agreement Between the Village of Hinsdale and the Hinsdale Public Library Regarding License of Premises and Sharing of Expenses (red-line).
2. Intergovernmental Agreement Between the Village of Hinsdale and the Hinsdale Public Library Regarding License of Premises and Sharing of Expenses (final).

Rev. 4011/0913/4317  
License Agreement  
(Lease)

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HINSDALE  
AND THE HINSDALE PUBLIC LIBRARY REGARDING  
LICENSE OF PREMISES AND SHARING OF EXPENSES  
(AS AMENDED, APPROVED, AND REEXECUTED BY THE PARTIES  
JANUARY, 2018)**

Field Code Changed

This Agreement is effective March 1, 2007 (the "Effective Date") between the Village of Hinsdale (the "Village") and the Hinsdale Public Library (the "Library"). From time to time, this Agreement will refer to the Village and the Library individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Village and the Library share responsibility for serving the interest and needs of Hinsdale residents; and

**WHEREAS**, the Village is a body politic and corporate organized and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the Library is a body politic and corporate organized and operating pursuant to the *Illinois Local Library Act*, 75 ILCS 5/1-0.1 *et seq.*; and

**WHEREAS**, the Village and the Library are authorized to contract and associate among themselves for the purpose of intergovernmental cooperation, pursuant to Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Village is the owner in fee simple of certain real property located in the Village of Hinsdale, DuPage County, Illinois, and commonly known as the Memorial Building (Village's address is 19 East Chicago, Hinsdale, Illinois 60521; Library's address is 20 East Maple Street, Hinsdale, Illinois); and

**WHEREAS**, by agreement of the Parties the Library has occupied the west wing of the Memorial Building since the initial acquisition and construction of the building (the Subject Property); and

**WHEREAS**, the Library currently occupies approximately forty percent (40%) of the Memorial Building, said percentage occupancy being relevant to allocation of expenses common to the Memorial Building and which percentage will be reviewed and recalculated, from time to time, if necessary; and

**WHEREAS**, the Village and the Library have determined that it is in the best interest of the Village and the Library to:

(a) Confirm the terms of their shared use of the Memorial Building;

(b) Supersede the Expense Allocation Agreement effective August 1, 1980

**WHEREAS**, the *Illinois Local Library Act* provides that the Library Board's powers and authority include the power:

To have the exclusive control of the expenditure of all moneys collected for the library and deposited to the credit of the library fund;

To have the exclusive control of the construction of any library building and of the supervision, care and custody of the grounds, rooms or buildings constructed, leased or set apart for that purpose.

(See 75 ILCS 5/4-7)

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Incorporation.** The recitals contained in the foregoing preamble shall be deemed covenants, terms, conditions and provisions of this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **License Term and Rental Value.** The Parties agree that this license of the Subject Property to the Library is for a period of twenty (20) years commencing on the Effective Date unless sooner terminated as provided for herein. The Library shall pay to the Village, as rent, the sum of Ten Dollars (\$10.00) per year. Payment of the rent amount will be included in the monthly accounting fee that the Village charges the Library.

3. **Shared Expenses and Accounting.**

A. With respect to the installation, maintenance and operation of equipment and systems used exclusively by the Library on the Subject Property, the Library shall pay 100% of the costs.

B. With respect to utilities and the installation, maintenance and operation of equipment and systems shared by the Library and the Village for the Memorial Building, the Library's financial responsibility is limited to 40% of the following, if applicable:

1. Electricity;
2. HVAC;
3. Plumbing;
4. Mechanical;
5. Water – Reclamation/Flagg Creek.

- C. The Village, at the Village's expense, shall maintain and keep in good repair the exterior of the Memorial Building, the grounds and structural components of the Memorial Building. However, the Library, at the Library's expense, shall maintain and keep in good repair the building exterior of the west wing (the Library portion) of the Memorial Building.
- D. The Village will provide to the Library reports of all common expenses to be shared by the Library. These reports shall include but not be limited to: Accounting charges including all service breakdowns; Utility charges; and Nicor Gas charges. Reports shall also include annual premium adjustments for IRMA, and health insurance costs.
- E. Upon request of the Library, the Village shall assist the Library with Library operations including but not limited to personnel, finances, and insurance. The Library shall reimburse the Village for the Village's cost of providing such assistance upon receipt from the Village of an accounting of the Library's share of such costs.
- F. To maximize use of both Village and Library resources, the Village and the Library shall meet prior to January 31 each fiscal every year ~~on the first Monday of October~~ (more frequently if needed) to determine a budget and a time line for any repairs, maintenance, and purchase of items/systems which are shared expenses as stated in Paragraph B above. If a party intends to contract for building related materials or services, the parties will confer in advance of entering into the contract to determine whether a joint contract or purchase best serves Hinsdale residents.
4. **Personal Property.** All movable items of personal property and other equipment installed by the Library shall remain the Library's property.
5. **Use of Subject Property.** The Library shall not permit the Subject Property to be used in any manner which would render the insurance thereon void or the insurance risk more hazardous. The Library shall not use or occupy the Subject Property, or permit the Subject Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereof, or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the improvements, or cause the value of usefulness of the



Subject Property or any part thereof to diminish, or which would constitute a public or private nuisance or waste.

6. **Title Encumbrances, Liens and Right to Contest.** The Library shall not commit any act which shall in any way encumber the title of the Village in and to the Subject Property, nor shall the interest or estate of the Village in the Subject Property be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by the Library. Any claim to or lien upon the Subject Property arising from any act or omission of the Library shall accrue only against the public funds of the Library for the improvement(s) at issue. The Library shall not permit the Subject Property to become involved in any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Library or claimed to have been furnished to the Library in connection with work or any character performed or claimed to have been performed on the Library by or at the direction or sufferance of the Library, provided, however, that the Library shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if the Library shall give to the Village such security as may be deemed satisfactory to the Village to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Subject Property by reason of nonpayment thereof, provided further, however, that on final determination of the lien or claim for lien, the Library shall immediately pay any judgment rendered with all property costs and charges, and shall have the lien released and any judgment satisfied.

7. **Insurance.** Insurance for the Library's employee benefits, general liability, property, and worker's compensation coverages facility and grounds is coordinated with the Village. The Parties agree to review the insurance requirements periodically to determine whether coverage and rates are satisfactory to both parties. The Library will provide the Village with at least nine (9) months' notice should it elect to secure insurance coverage on its own.

8. **Waiver of Certain Claims by Library.** The Library waives all claims it may have against the Village for damage or injury to person or property sustained by the Library or any persons claiming through the Library or by any occupancy of the Subject Property by the Library, or by any other person, resulting from any part of the Subject Property or any of its improvements, equipment or appurtenances placed or installed thereon by Library becoming out of repair, to the extent permitted by law. All personal property belonging to the Library, or any person using the Subject Property through the Library, that is in or on any part of the Subject Property shall be there at the risk of the Library or of such other user only, and the Village shall not be liable for any damage thereto or for the theft or misappropriation thereof.

9. **No Waiver of Claims by Village.** No delay or omission of the Village to exercise any right or power arising from any default by the Library of its responsibilities and obligations in the Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Village. No waiver of any breach of any of the covenants of this Agreement shall be construed,

taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by the Village of any payment of rent or other charges arising from the occupation of the Subject Property by the Library after the termination by the Library of this Agreement or of the Library's right to possession of the Subject Property shall not, in the absence of agreement in writing to the contrary by the Library, be deemed to restore this Agreement or the Library's right to possession of the Subject Property, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from the Library to the Village.

10. **No Waiver of Claims by Library.** No delay or omission of the Library to exercise any right or power arising from any default by the Village of its responsibilities and obligations in the Agreement shall impair any such right or power or be construed to be a waiver of any such right or power or any acquiescence therein by the Library. No waiver of any breach of any of the covenants of this Agreement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

11. **Indemnification.** The Library agrees to indemnify and save harmless the Village, its Board of Trustees members, officers, employees, agents or invitees ("Village Related Parties") against and from any and all claims, demands, costs and expenses, including reasonable attorneys' fees, arising from any act or omission for which the Library, its trustees, officers, employees, agents or invitees ("Library Related Parties") are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Village Related Parties by reason of any such claim, upon notice from the Village, the Library covenants to defend such action or proceeding or proceeding with counsel reasonably satisfactory to the Village. The Village agrees to indemnify and save the Library Related Parties harmless from and against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from any act or omission for which the Village Related Parties are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Library Related Parties by reason of any such claim, upon notice from the Library, the Village covenants to defend such action or proceeding with counsel reasonably satisfactory to the Library.

12. **Remedies Cumulative.** No remedy herein or otherwise upon or reserved to the Village shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to the Village may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

13. **Termination of Agreement.** In the event either Party shall fail to perform its obligations under this Agreement, the other Party may at any time thereafter at its election terminate this Agreement by giving ninety (90) days notice of its election to terminate this Agreement in writing to the other party. At the expiration of said ninety (90) day advance written notice without a cure in performance, this Agreement shall terminate. If at any time period the Village desires to sell the Subject Property, or if it

becomes necessary for the Village to use the Subject Property for purposes other than those provided for herein, the Village may terminate this Agreement by giving the Library 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate. If at any time the Library determines that it is undesirable or impracticable to continue performance of its obligations under this Agreement, the Library may terminate this Agreement at any time by giving the Village 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate.

14. **Amendment to Agreement.** This Agreement may be modified or amended only in a writing signed by both Parties and dated subsequent to the effective date hereof.

15. **Assignment, Sublet or Sublicense of Agreement.** Neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party. The Library may not sublet, sublicense or grant rights of access or use to any portion of the Subject Property to third parties without the prior written consent of the Village, which may be granted or withheld in the sole discretion of the Village.

16. **Covenants Binding on Successors.** All of the covenants, agreements, conditions and undertakings contained in this Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties hereto, the same as if they were in every case specifically named and whenever in this Agreement reference is made to either of the Parties hereto it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing contained in this Agreement shall be construed to grant or confer upon any person or persons, firm corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns any right, claim, or privilege by virtue of any covenant, condition or undertaking contained herein.

17. **Captions.** The captions and headings in this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and each individual term and provision shall be valid and be enforced to the fullest extent permitted by law.

19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

20. **Default.** In the event that one Party believes the other to be in default under this Agreement, that Party, acting through its chief administrator, shall notify the other Party in writing and allow that other Party thirty (30) days from the date of receipt

of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party effective thirty (30) days after receipt of the notice by the other Party. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no express waiver shall affect any other default except the one specified in the waiver. Notwithstanding the foregoing, in the event the Library defaults in its obligation to provide insurance under paragraph 7 above, the Village may suspend the Library's use of the Library space until evidence of the required insurance is provided.

21. **Notices.** All notices required by this Agreement shall be in writing sent by certified mail, return receipt requested, with proper postage pre-paid, and shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

a. To the Village:

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

cc: Lance Malina  
Village Attorney  
Klein, Thorpe and Jenkins, Ltd  
20 N Wacker Drive, Suite 1600  
Chicago, IL 60606.

b. To the Library:

Library Director  
Hinsdale Public Library  
20 East Maple  
Hinsdale, Illinois 60521

cc: Roger A. Ritzman  
Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.  
221 East Illinois Street  
P. O. Box 564  
Wheaton, Illinois 60189-0564

***[Signatures on following page]***

VILLAGE OF HINSDALE

HINSDALE PUBLIC LIBRARY

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

Thomas Cauley President

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

~~Johanna Delaney~~ Julie Liesse, President

Date Signed: \_\_\_\_\_, 20138

Date Signed: \_\_\_\_\_, 20138

Attest:

Attest:

\_\_\_\_\_  
Christine Bruton, Village Clerk  
Revord, Secretary

\_\_\_\_\_  
Laura Tortorello  
Gallie

Date Signed: \_\_\_\_\_, 20138

Date Signed: \_\_\_\_\_, 20138

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HINSDALE  
AND THE HINSDALE PUBLIC LIBRARY REGARDING  
LICENSE OF PREMISES AND SHARING OF EXPENSES  
(AS AMENDED, APPROVED, AND REEXECUTED BY THE PARTIES  
JANUARY, 2018)**

This Agreement is effective March 1, 2007 (the "Effective Date") between the Village of Hinsdale (the "Village") and the Hinsdale Public Library (the "Library"). From time to time, this Agreement will refer to the Village and the Library individually as a "Party" and collectively as the "Parties."

**WHEREAS**, the Village and the Library share responsibility for serving the interest and needs of Hinsdale residents; and

**WHEREAS**, the Village is a body politic and corporate organized and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the Library is a body politic and corporate organized and operating pursuant to the *Illinois Local Library Act*, 75 ILCS 5/1-0.1 *et seq.*; and

**WHEREAS**, the Village and the Library are authorized to contract and associate among themselves for the purpose of intergovernmental cooperation, pursuant to Article VII, Section 10 of the *Illinois Constitution* and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Village is the owner in fee simple of certain real property located in the Village of Hinsdale, DuPage County, Illinois, and commonly known as the Memorial Building (Village's address is 19 East Chicago, Hinsdale, Illinois 60521; Library's address is 20 East Maple Street, Hinsdale, Illinois); and

**WHEREAS**, by agreement of the Parties the Library has occupied the west wing of the Memorial Building since the initial acquisition and construction of the building (the Subject Property); and

**WHEREAS**, the Library currently occupies approximately forty percent (40%) of the Memorial Building, said percentage occupancy being relevant to allocation of expenses common to the Memorial Building and which percentage will be reviewed and recalculated, from time to time, if necessary; and

**WHEREAS**, the Village and the Library have determined that it is in the best interest of the Village and the Library to:

(a) Confirm the terms of their shared use of the Memorial Building;

(b) Supersede the Expense Allocation Agreement effective August 1, 1980

**WHEREAS**, the *Illinois Local Library Act* provides that the Library Board's powers and authority include the power:

To have the exclusive control of the expenditure of all moneys collected for the library and deposited to the credit of the library fund;

To have the exclusive control of the construction of any library building and of the supervision, care and custody of the grounds, rooms or buildings constructed, leased or set apart for that purpose.

(See 75 ILCS 5/4-7)

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Incorporation.** The recitals contained in the foregoing preamble shall be deemed covenants, terms, conditions and provisions of this Agreement, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

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A. With respect to the installation, maintenance and operation of equipment and systems used exclusively by the Library on the Subject Property, the Library shall pay 100% of the costs.

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1. Electricity;
  2. HVAC;
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  5. Water – Reclamation/Flagg Creek.
- C. The Village, at the Village's expense, shall maintain and keep in good repair the exterior of the Memorial Building, the grounds and structural components of the Memorial Building. However, the Library, at the Library's expense, shall maintain and keep in good repair the building exterior of the west wing (the Library portion) of the Memorial Building.
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of the Library's right to possession of the Subject Property shall not, in the absence of agreement in writing to the contrary by the Library, be deemed to restore this Agreement or the Library's right to possession of the Subject Property, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from the Library to the Village.

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11. **Indemnification.** The Library agrees to indemnify and save harmless the Village, its Board of Trustees members, officers, employees, agents or invitees ("Village Related Parties") against and from any and all claims, demands, costs and expenses, including reasonable attorneys' fees, arising from any act or omission for which the Library, its trustees, officers, employees, agents or invitees ("Library Related Parties") are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Village Related Parties by reason of any such claim, upon notice from the Village, the Library covenants to defend such action or proceeding with counsel reasonably satisfactory to the Village. The Village agrees to indemnify and save the Library Related Parties harmless from and against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from any act or omission for which the Village Related Parties are legally responsible in or about the Subject Property. In case of any action or proceeding brought against any of the Library Related Parties by reason of any such claim, upon notice from the Library, the Village covenants to defend such action or proceeding with counsel reasonably satisfactory to the Library.

12. **Remedies Cumulative.** No remedy herein or otherwise upon or reserved to the Village shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to the Village may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

13. **Termination of Agreement.** In the event either Party shall fail to perform its obligations under this Agreement, the other Party may at any time thereafter at its election terminate this Agreement by giving ninety (90) days notice of its election to terminate this Agreement in writing to the other party. At the expiration of said ninety (90) day advance written notice without a cure in performance, this Agreement shall terminate. If at any time period the Village desires to sell the Subject Property, or if it becomes necessary for the Village to use the Subject Property for purposes other than those provided for herein, the Village may terminate this Agreement by giving the Library 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate. If at any time

the Library determines that it is undesirable or impracticable to continue performance of its obligations under this Agreement, the Library may terminate this Agreement at any time by giving the Village 365 days advance written notice of its election to terminate this Agreement and, at the expiration of said 365 days period, this Agreement shall terminate.

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15. **Assignment, Sublet or Sublicense of Agreement.** Neither Party may assign any rights or duties under this Agreement without the prior written consent of the other Party. The Library may not sublet, sublicense or grant rights of access or use to any portion of the Subject Property to third parties without the prior written consent of the Village, which may be granted or withheld in the sole discretion of the Village.

16. **Covenants Binding on Successors.** All of the covenants, agreements, conditions and undertakings contained in this Agreement shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties hereto, the same as if they were in every case specifically named and whenever in this Agreement reference is made to either of the Parties hereto it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing contained in this Agreement shall be construed to grant or confer upon any person or persons, firm corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns any right, claim, or privilege by virtue of any covenant, condition or undertaking contained herein.

17. **Captions.** The captions and headings in this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and each individual term and provision shall be valid and be enforced to the fullest extent permitted by law.

19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

20. **Default.** In the event that one Party believes the other to be in default under this Agreement, that Party, acting through its chief administrator, shall notify the other Party in writing and allow that other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party effective thirty (30) days after receipt of the notice by the other Party. No waiver of any default shall be implied by the failure of either Party to give notice of default, and no

express waiver shall affect any other default except the one specified in the waiver. Notwithstanding the foregoing, in the event the Library defaults in its obligation to provide insurance under paragraph 7 above, the Village may suspend the Library's use of the Library space until evidence of the required insurance is provided.

21. **Notices.** All notices required by this Agreement shall be in writing sent by certified mail, return receipt requested, with proper postage pre-paid, and shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

a. To the Village:

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

cc: Lance Malina  
Village Attorney  
Klein, Thorpe and Jenkins, Ltd  
20 N Wacker Drive, Suite 1600  
Chicago, IL 60606.

b. To the Library:

Library Director  
Hinsdale Public Library  
20 East Maple  
Hinsdale, Illinois 60521

cc: Roger A. Ritzman  
Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.  
221 East Illinois Street  
P. O. Box 564  
Wheaton, Illinois 60189-0564

***[Signatures on following page]***

VILLAGE OF HINSDALE

By: \_\_\_\_\_  
Thomas Cauley President

Date Signed: \_\_\_\_\_, 2018

Attest:

\_\_\_\_\_  
Christine Bruton, Village Clerk

Date Signed: \_\_\_\_\_, 2018

HINSDALE PUBLIC LIBRARY

By: \_\_\_\_\_  
Julie Liesse, President

Date Signed: \_\_\_\_\_, 2018

Attest:

\_\_\_\_\_  
Laura Tortorello, Secretary

Date Signed: \_\_\_\_\_, 2018



AGENDA ITEM # 7d  
REQUEST FOR BOARD ACTION

Public Services  
& Engineering

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** Capital Equipment Purchase – SCADA System Upgrade

**MEETING DATE:** January 9, 2018

**FROM:** Mark Pelkowski, Public Services Superintendent of Water & Sewer

---

**Recommended Motion**

To waive the formal bidding process and award the proposal for the scheduled SCADA Systems upgrades to Automatic Systems Company in an amount not to exceed \$78,296.

**Background**

The Supervisory and Data Acquisition Controls ("SCADA") for the Village's water system operations have been part of the Village's Capital Improvement Plan ("CIP") and are scheduled for specific upgrades in FY 2017-18. The proposed upgrades are vital to ensure that the residents of Hinsdale continue to receive potable water uninterrupted. According to our maintenance schedule, the computer and software are upgraded every five (5) years, the programmable logic controllers ("PLCs"), and radio telemetry every ten (10) years. Included in the FY 2017-18 CIP are funds to upgrade the SCADA computer software, PLCs, and radio telemetry. Included in attachment #4 is the SCADA CIP budget page.

**Description of SCADA System**

SCADA provides the means for Department water operators to visually monitor and adjust in real time what is occurring throughout the Village's water distribution system. It also allows operators to manually manipulate pump control set points in order to manage constant changes in the water system. These ongoing system changes include customer demands during seasonal changes, pressure fluctuations, fires, and emergency water main breaks.

In order to accomplish uninterrupted monitoring of the SCADA system twenty four (24) hours a day, Public Service staff utilizes both, a main desktop computer located within the Water Plant, and a remote laptop that is taken home and monitored by staff during non-working hours.

**Discussion & Recommendation**

Since 1992, Public Services has utilized the same sales representative from Automatic Systems Company for the regularly scheduled upgrades to the SCADA system in the past. In order to ensure the Village is receiving competitive pricing, the Village requested pricing from various

vendors, and received two proposals, from Metropolitan Pump Company and Automatic Systems Company. Outlined below is the reasoning for recommendation of proceeding with Automatic Systems Company for the proposed SCADA System upgrades.

#### *Issues with Metropolitan Pump Company Proposal*

In order to secure competitive pricing, the Village requested a proposal from another vendor, Metropolitan Pump Company. The proposal provided by Metropolitan Pump Company, is of lesser cost at \$58,545, however upon review, there are many significant issues with the proposal. The issues identified involve the use of an inferior software, lack of hardware and service provided, request to move to a proprietary cloud-based system, and no experience with the current software.

Many of the items included in the proposal provided do not meet the specifications as requested by staff. The specific examples of issues with the lesser proposal provided by Metropolitan Pump Company include the following;

- Utilizing a previous build of Mirologix PLCs, which will provide reduced speed, memory, and slower performance and SCADA updates compared to Automatic System's Compact Logix PLCs.
- No SCADA Workstation included.
- No specifics included for Dell Laptop or Apple iPad.
- Wonderware SCADA license upgrade and reconfiguration not included.
- No alarming software included.
- CalAmp radio that is obsolete, and unable to receive repairs or parts effectively.

If Metropolitan Pump Company were to provide a comparable proposal to Automatic Systems Company, the pricing is estimated to exceed Automatic Systems Company proposal pricing.

#### *Automatic Systems Company Proposal Benefits*

Automatic Systems Company provided pricing to meet the exact specifications as requested by staff. Since the water system went to a digital SCADA system in 1992, the Village has coordinated upgrades with the same sales representative. The continuity with the same representative has been beneficial due to his familiarity with the Village's water system controls and infrastructure. In addition, the Village's water operators are confident with this system's interface, and any other proposed SCADA changes could negatively impact daily system monitoring, redundancy, and unexpected costs.

Village staff recommends proceeding to award the SCADA System upgrades to Automatic Systems Company in amount not to exceed \$78,296. Village staff recommends Automatic Systems Company to provide the SCADA upgrade services for the following reasons:

- The proposal provided meets the exact specifications requested.
- Our customer representative with Automatic Systems Company, has worked on the Village of Hinsdale SCADA system since 1992.
- The representative installed and programmed our current SCADA that was installed in 2012.
- The representative installed our current PLCs and radio telemetry in 2008.
- The representative installed the current level transducer at the standpipe in 2016.

- The representative has been readily available when called upon to troubleshoot and repair the system, and the ability to keep current with technological trends for SCADA.

<b>Vendor</b>	<b>Price</b>
Metropolitan Pump Company	\$58,545
Automatic Systems Company	\$78,296

#### **Budget Impact**

Included in the FY 2017-18 CIP is \$80,000 for upgrades to the Water and Sewer Division's SCADA System. Previously listed in the FY 2017-18 CIP were three (3) different line items that comprised the improvements for the SCADA System, which were; upgrades to PLCs for SCADA System, replacing the flow meter at the standpipe, and replacement of the Water and Sewer SCADA System and hardware. After further evaluating the Department's needs, the replacement of the obsolete supporting radio telemetry at the standpipe was deemed a priority rather than the upgrade of the bi-directional flow meter at the standpipe. The budgeted funds (\$15,000) were reallocated to the PLCs for the SCADA system radio telemetry upgrade. Through discussions at the Departmental CIP budget meetings with the Village Manager and Finance Director, Public Services received direction to merge all of these line items into one (1) line item, listed as upgrade SCADA System for \$80,000.

The purchase of the recommended SCADA system upgrades will be \$78,296, which is \$1,704 under the original budget of \$80,000. Provided below is a table including the budget breakdown.

<b>Item</b>	<b>Budget</b>
Upgrade SCADA System	\$80,000
Proposed SCADA System Upgrade	\$78,296
Total Savings	\$1,704

#### **Village Board and/or Committee Action**

At the Village Board Meeting on December 11, 2017, the Village Board unanimously agreed to move this item to the Consent Agenda at the January 9, 2017 Village Board Meeting.

#### **Documents Attached**

1. SCADA Upgrade CIP Page
2. Automatic Systems Company Proposal
3. Metropolitan Pump Company Proposal



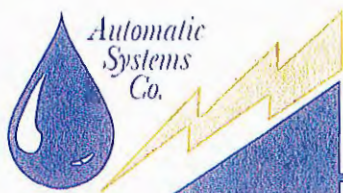
***Five-Year Capital Additions/Changes***

<b><u>Department:</u></b>	Public Services	<b><u>Fiscal Year:</u></b>	2022-23
<b><u>Program:</u></b>	6102 - Water/Sewer	<b><u>Amount:</u></b>	\$80,000
<b><u>Item:</u></b>	Upgrade SCADA System		

**Justification:** This item is the update of the proprietary SCADA system software, replacement of the main system computer, and programmable logic controllers ("PLC") upgrades. This project also includes replacement of a portable laptop computer that allows for secure remote access of the SCADA system to allow staff to make flow adjustments remotely, both during peak and off-peak use. With the SCADA system, the Department has the ability to monitor the water system 24 hours a day. The software and computer units are currently on a five (5) year rotation schedule and are necessary to ensure proper plant operations. The PLCs and radio telemetry are scheduled to be upgraded every ten (10) years. The SCADA system software and hardware will be replaced in early 2018.



SCADA Computer



Attachment #2

**AUTOMATIC SYSTEMS CO.**

Thursday, November 09, 2017

Mr. Mark Pelkowski  
Village of Hinsdale  
217 Symonds Drive  
Hinsdale, IL 60521-3489

Reference: SCADA Computer and PLC System Upgrade – Rev. 3

Dear Mark:

In accordance with your request during our meeting last week I am pleased to provide you with our updated SCADA Computer Hardware/Software Upgrade proposal.

A One (1) **SCADA Computer Workstations**, DELL, OptiPlex 7040 Minitower, 64 bit, i7-6700 Processor (Quad Core, 3.4GHz, 8MB) Dell USB Soundbar, Windows 10 Professional, Microsoft Office Professional 2016, and installation in place of the existing SCADA Computer Workstation. Includes 24" Dell Monitor and Dell 3 Year Basic Hardware Service with 3 Year NBD Onsite Service after Remote Diagnosis

**Laptop Computer**, Dell, Latitude 3580, 64 bit, i5-6200U Processor (4GHz, 2133 MHz DDR4), Windows 10 Professional, Microsoft Office Professional 2016, 15.6" HD Anti-Glare 500 GB Hard Drive, Dell Wireless. Includes Dell 3 Year Basic Hardware Service with 3 Year NBD Onsite Service after Remote Diagnosis

DELL, OptiPlex 7040

Option – Dell 5 Year Basic Hardware Service with 5 Year NBD Onsite Service after Remote Diagnosis - \$95.00 Adder

Option – Dell 5 Year Accidental Damage Service – Protects your system from liquid spills, drops, falls and surges - \$113.00 Adder

Dell, Latitude 3580

Option – Dell 5 Year Accidental Damage Service – Protects your system from liquid spills, drops, falls and surges - \$425.00 Adder

MANUFACTURERS REPRESENTATIVES

☐ MAIN OFFICE P.O. BOX 120359  
☐ BRANCH OFFICE P.O. BOX 787  
☒ BRANCH OFFICE

• SYSTEMS INTEGRATION •

ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005  
AMES, IOWA 50010 PHONE 515-232-4770  
CHICAGO, ILLINOIS PHONE 815-927-3386

INSTRUMENTATION

FAX (651) 631-0027  
FAX (515) 232-0027  
FAX (651) 631-0027

**B One (1) Lot Human Machine Interface (HMI) Software License Upgrade including:**

- One (1) Wonderware Intouch 2017 Runtime 1K Tag w/I/O Software License Version Upgrade to the latest version.

1. Serial Numbers 985264, 985265

**C One (1) Lot labor and configuration services** to install new SCADA computer hardware and software in place of the existing SCADA workstations located at the Water Treatment Plant.

Proposed configuration services includes re-installation and configuration of software interface modules, load all existing HMI software with the most recent license upgrades and PC Anywhere in the new Workstations, commission and test for proper operation. The configuration services include the extensive hours required to convert the existing SLC 5/05 program to CompactLogix Tag addressing.

**D One (1) SCADA Mobile Access Monitoring,** for remote monitoring of your SCADA system while remote with an Apple IPAD Pro tablet. Proposed item includes the following:

- **Furnish, install and setup a Router/firewall with VPN** on the Water Treatment Plant SCADA Computer.
- **Furnish, install and setup one (1) Apple IPAD.** Proposed 16 GB IPAD Pro will include cellular and WIFI communications. IPAD can be used anywhere WIFI is available or where cell phone coverage is available providing the City elects to purchase and setup through their mobile phone carrier for the IPAD. Includes protective shield and case.
- **Setup and Owner Training of the IPAD.**

<p>Your net price for Item A-D including one (1) year warranty from date of startup is.....<b><u>\$20,461.00 plus tax.</u></b></p>
--

E One (1) **Alarming Software**

- One (1) WIN-911 Bundle with TAPI Modem and Premium voice control

Note: Alarm Software for Telephony, E-mail,  
Paging & 2-way SMS  
Includes Premium Voice, XTools,  
WIN-911/TAPI/USB external MultiTech USB  
TAPI voice telephony modem and 1 Year  
Software Maintenance and Support  
Note: Requires Cellular Modem for SMS (not included)

Proposed configuration services includes configuration of software interface modules, commission and test for proper operation, configuration of the new WIN911 Alarm Dialer Software configured with all existing alarms.

Your net price for Item E including one (1) year warranty from date of startup is..... <b><u>\$8,040.00 plus tax.</u></b>
---

F Three (3) **New Replacement CompactLogix PLC's to replace existing SLC 5/05 PLC's at Main, Pump Station and Tower.**

- One (1) CompactLogix PLC's – Remove existing SLC 5/05 PLC's and replace with new PLC system. Reconfigured to communicate with New Ethernet MDS Radios and existing Panelview.  
Includes new 5 port Ethernet switch.

Note: will re-use existing surge protection, power supply, fusing, relays, antennas, cable, connectors and terminal blocks.

Your net price for Item F including one (1) year warranty from date of startup is..... <b><u>\$49,795.00 plus tax.</u></b>
--



Project Total

Material Cost - \$40,215.00 Net

Labor Cost - \$38,081.00 Net

This pricing includes 1 Year parts and labor warranty

Please note, price does not include any sales or use tax, mobile wireless fees, surge protection and UPS units are not included.

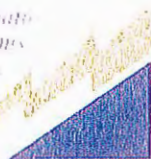
If you wish to proceed with an order simply sign on the space provided below and return a copy to this office, upon receipt we will immediately proceed with equipment release and scheduling.

Thank you for the opportunity of providing you with this proposal. Should you have any questions or wish to get together to discuss in detail please don't hesitate to give me a call.

Sincerely,



Bryan Orr  
Regional Manager



**Bryan Orr** | AUTOMATIC SYSTEMS CO.

REGIONAL MANAGER

PHONE 815-927-3386

MOBILE 815-298-5366

EMAIL [BRYANO@AUTOMATICSYSTEMSCO.COM](mailto:BRYANO@AUTOMATICSYSTEMSCO.COM)

Accepted by: _____	Date: _____
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## METROPOLITAN

PUMP COMPANY  
A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343  
(815) 886-9200 • FAX (815) 886-4573  
www.metropolitanind.com

TO: Mr. Mark Pelkowski  
Village of Hinsdale  
Water/Sewer Supervisor  
Hinsdale, Illinois  
630-789-7052 Office  
630-878-2022 Cell  
mpelkowski@villageofhinsdale.org

## QUOTATION

Page 1 of 1

PROJECT: Hinsdale Control Upgrade  
Hinsdale, Illinois  
BIDS DUE: ASAP  
ENGINEER: N/A

## ALTERNATE BID

We are pleased to provide a QUOTE on the following equipment for the subject project.

Hinsdale Main Pump Station

Qty (1) Allen Bradley 1766-L32AWAA, PLC  
Qty (2) Allen Bradley 1762-1A8, 8 point 120 VAC Digital Input  
Qty (2) Allen Bradley 1762-OW16, 16 Point relay output  
Qty (1) Allen Bradley 1762-OW8, 8 point relay output  
Qty (1) ZyXel USG60-NB, Firewall  
Qty (1) DaTa Radio Integra TR 242-4018-600, Radio  
Qty (1) MultiTech MT9234ZBA-NAM, Modem  
Qty (1) Nitron 108-X, 8 port Unmanaged ethernet switch  
Qty (1) Dell Laptop Computer  
Qty (1) Apple iPad  
Qty (1) Lot of misc. items.

Hinsdale Pressure Adjusting Station

Qty (1) Allen Bradley 1766-L32AWAA, PLC  
Qty (2) Allen Bradley 1762-IF4, 4 channel analog input  
Qty (1) Allen Bradley 1762-IQ16, 16 Point digital input  
Qty (2) 1762-OX6I, 6 point relay output (Isolated)  
Qty (2) Allen Bradley 1762-1A8, 8 point 120 VAC Digital Input  
Qty (1) Nitron 105-TX, 5 port unmanaged ethernet switch  
Qty (1) Lot of misc. items.

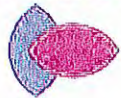
**TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.**

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	Quotation No:	1117N14423KT
Firm:	Submitted:	11/30/2017
By:	Void after:	30 days
Title:	Prepared By:	Ken Turnquist



# METROPOLITAN



## PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343  
(815) 886-9200 • FAX (815) 886-4573

www.metropolitanind.com

## QUOTATION

Page 2 of 2

PROJECT: Hinsdale Control Upgrade  
Hinsdale, Illinois

The INSTRUMENTATION SYSTEM will include the following:

### Hinsdale Stand Pipe Station

Qty (1) Allen Bradley 1766-L32BXBA, PLC  
Qty (1) Allen Bradley 1762-IF4, 4 channel analog input  
Qty (1) Data Radio Integra R, 242-4018-600, Radio  
Qty (1) MultiTech MT9234ZBA-NAM, Modem  
Qty (1) Delta DRPO24V060W1NZ, 24 VDC Clas 2 Power Supply  
Qty (1) Lot of misc. items.

- \* This quotation is based on the site visit only. No specification were provided.
- \* This proposal includes only the items and services listed within this quotation.
- \* Our approach is to upload existing program from existing OLCS, realign I/O with New ML 1400 and redownload.
- \* We plan to reuse existing control software.
- \* If by some chance we cannot upload, files will need to be provided by current integrator and/or Village of Hinsdale.
- \* Rewriting of programs or modifying of programs is not included.
- \* Existing Screens to be reused.
- \* Installation of new AB PLC equipment in place of existing at 3 sites is included.
- \* This is based on using Existing Verizon Service for WAN Connection provided by Village of Hinsdale. A new Verizon Service will not be provided by Metropolitan Industries.
- \* Start up of new equipment is included.
- \* Permits, Fees, Performance Bonding and Taxes are Not Included.

Our proposal is based on using the Metropolitan Cloud Based System, in lieu of using the existing SCADA software, but to reuse existing control software. Our Cloud based system will utilize the Lap Top computer and iPad included in the proposal instead of the existing desktop computer. Attached is our standard Cloud Based brochure for further information.

**Total Amount As Described For Equipment, Installation,  
Programming and Start-Up is:**

**\$58,545.00**

**Taxes Not Included**

**Monthly Cloud Service for 250 Tags at 10s Polling is:**

**\$20.00 / Month**

**TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.**

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Accepted:	_____	Quotation No:	1117N14423KT
Firm:	_____	Submitted:	11/30/2017
By:	_____	Void after:	30 Days
Title:	_____	Prepared By:	Ken Turnquist



STANDARD CONDITIONS OF SALE  
(Domestic Shipments)

1. TERMS

Standard terms are not thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation, court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from maintenance or nonmaintenance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incomplete portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incomplete portion of the order multiplied by the percentage of completion of the incomplete portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferralment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incomplete portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any time does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Prepaid payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

The statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us, shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the purchase of the under and/or the performance of the service covered by this contract, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.





AGENDA ITEM # 7e

**REQUEST FOR BOARD ACTION**

Public Services &  
Engineering

**AGENDA SECTION:** Consent Agenda

**SUBJECT:** Capital Equipment Purchase – Mini Excavator

**MEETING DATE:** January 9, 2018

**FROM:** Mark Pelkowski, Public Services Superintendent of Water & Sewer

---

**Recommended Motion**

Waive the competitive bidding requirement in favor of the National Joint Powers Alliance ("NJPA") Purchasing Agreement with Atlas Bobcat and approve the purchase of a new mini excavator not to exceed \$49,878.00.

**Background**

Included in FY 2017-18 Capital Improvement Plan ("CIP") is \$115,000 for a new water main van that would be used for Water and Sewer operations (see attachment #4) The intent of the water main van was, in addition to having a single point where the water main equipment could be stored and transported, was to provide shelter for those employees responding to water main emergencies during inclement weather conditions. Public Services staff recommends the purchase of a mini excavator and trailer, in lieu of the previously budgeted water main van. The decision to choose a mini excavator over the van was completed after a review of the completed Public Services in-house projects and a discussion with front line operators, where staff deemed the purchase of a mini excavator to be a better option for the Department. Rather than a single use vehicle through a backhoe, a mini excavator will provide increased versatility for operations, and the ability to perform specific tasks without an extended response time or additional annual costs due to renting a similar piece of equipment.

**Purpose & Benefits**

*Purpose*

The primary purpose for the proposed mini excavator is to provide improved efficiency and reduction in operating costs for the Water and Sewer Division through savings in restoration costs. Currently, the Water and Sewer Division has one (1) backhoe available to dig during emergency water main breaks and other repairs as needed. In the event that the backhoe breaks during an emergency water main repair, a mini excavator could be used as back up. A mini excavator would also provide flexibility in managing multiple digging operations at one time, such as multiple water main breaks occurring at once. The primary benefit of the mini excavator is the ability to fit in tight locations, where the backhoe is unable to perform.

*Under Budget*

The mini excavator and an accompanying water main response trailer that are proposed to be purchased in lieu of the water main van are \$40,122 under budget. Below is a breakdown of the costs and savings.

Item	Budget
FY 17-18 Budgeted Water Main Van	\$115,000
Proposed Purchase of Mini Excavator	\$49,878
Proposed Purchase of Water Main Response Trailer	Estimated \$25,000
Total Savings	\$40,122



## REQUEST FOR BOARD ACTION

### *Reduced Property Damage*

When water main and sewer repairs are in between houses in tight locations, a mini excavator is required. In the past, work that has been contracted out in between houses, have used a mini excavator. Specific examples of projects that were located in tight areas include;

1. A leak at 522 Pamela Circle
2. A leak at 55<sup>th</sup> and South Park Avenue
3. A sewer repair in the easement at 525 County Line Road
4. A water main break in the backyard of 540 The Lane

The mini excavator uses tracks instead of wheels, reducing the amount of damage to private property and parkways. As a result of the tracks for wheels, this reduces the amount of materials purchased and hours spent by staff conducting restoration work and repairs.

### *Minimized Work Zone and Improve Traffic Flow*

During operations, the backhoe uses a large amount of space, requiring either a full street closure or full lane closure. A mini excavator is significantly smaller and has a zero (0) turn radius, which would only require the closure of half of a lane instead of a full lane or full street closure, minimizing traffic impact. A specific example is when sewer work was conducted between 55<sup>th</sup> Street and South Park Avenue, instead of a full road closure, only a partial was required due to the use of a mini excavator.

### *In-House Projects*

As Public Services has been able to save costs and perform work for projects in-house, rather than contracting out, the mini excavator, which we currently rent at an approximate \$350.00 daily rate, has been a vital piece of equipment for in-house projects. A mini excavator can be utilized for the following work; catch basins, storm drains, storm connections, electrical streetlight faults and other operations. Public Services in the past has rented a mini excavator for the following recent projects;

1. The Astony Court Retention Wall
2. Dietz Park Trenching Drainage Project
3. The Burlington Fountain Repairs

The projects listed above required the use of a mini excavator, as the projects were smaller scale and had minimal amounts of area available to perform operations.

### *Public Services Interdivision Use*

The primary purpose of the mini excavator is for the Water and Sewer Division operations, however, every Division within Public Services will benefit. Public Services at times is limited in its ability to conduct digging operations for multiple projects when the only backhoe is used during extended periods of time. For example, if there is an emergency water main break, the Water and Sewer Division requires the use of the backhoe for excavation, and at that time, other Divisions are unable to conduct work that requires digging and may need to reprioritize operations. The mini excavator would allow Divisions to conduct work quickly on other projects in lieu of having to post pone projects due to having one backhoe available at any given time. Displayed in the table below is a summary of the various tasks that can be completed with improved efficiency with the purchase of a mini excavator.

Example of uses for the mini excavator per Public Services Division		
Water	Streets	Forestry & Parks
Emergency responses to water main breaks	Parkway restorations	Tree planting



## REQUEST FOR BOARD ACTION

Precise buffalo box ("b-box") repairs	Ditching work	Stump removal
Allows for digging at locations for water main/storm sanitary sewer repairs that are unable to be reached by the large backhoe (Ex: repairs between houses, parkways)	Special Projects; such as the Astony Court Retention Wall, Dietz Park Drainage Project, and Burlington Fountain Repairs.	Baseball field maintenance
Parkway water main repairs	Concrete & asphalt removal in limited spaces	KLM creek bank ditching and head wall repairs
Storm sewer repairs	Underground streetlight repairs	

### *Maintenance*

By purchasing the proposed mini excavator, this would reduce the maintenance of the currently owned backhoe, as the mini excavator would be able to be used primarily for smaller operations and the backhoe for large operations. Each piece of equipment can be used interchangeably, but will improve performance for each piece of equipment's specialties. The backhoe could also potentially experience a longer life span until being replaced as the mini excavator would reduce the number of equipment hours that would be otherwise placed on the backhoe for projects.

### *Reduction in Garage Storage Space Needed*

With the purchase of the mini excavator and trailer, this will replace two (2) trailers that are currently used by Public Services, and also a JCB tractor that is no longer operable. The JCB trailer is no longer operable, and has been deemed surplus as it is too costly to repair and would be replaced by the mini excavator.

### **Discussion & Recommendation**

Through the National Joint Powers Alliance ("NJPA") Joint Purchasing Agreement #042815-CEC (attachment #3), it is recommended to purchase the new mini excavator through Atlas Bobcat for \$49,878.00. The Village has used the NJPA purchasing agreement for past CIP items. The Village may enter an agreement under the NJPA Joint Purchasing Contract so that the competitive bid process has already been completed. The purchase of the water main response trailer will be presented in late winter or early spring of 2018 as the specifications are still being finalized.

Vendor	Price
Bobcat	\$49,878.00
McCann	\$49,985.00

### **Budget Impact**

The purchase of the new mini excavator will be \$49,878.00 and trailer estimated at \$25,000, for a total of \$74,878 combined, which will be \$40,122 under budget compared to the water main van originally budgeted at \$115,000.

### **Village Board and/or Committee Action**

At the Village Board Meeting on December 11, 2017, the Village Board unanimously agreed to move this item to the Consent Agenda at the January 9, 2017 Village Board Meeting.

### **Documents Attached**

1. Atlas Bobcat Mini Excavator Quote
2. McCann Mini Excavator Quote
3. NJPA Agreement
4. Mini Excavator & Water Main Response Trailer CIP Pages

## Attachment #1

**Product Quotation**

Quotation Number: 28311D028464

Date: 2017-11-28 13:03:41

Ship to	Bobcat Dealer	Bill To
Village of Hinsdale Attn: Shawn Johnson 19 E. Chicago Ave. Hinsdale, IL 60521 Phone: (630) 789-7044 Fax: (630) 789-7046	Atlas Bobcat, Elk Grove Village, IL 1160 MCCABE AVE ELK GROVE VILLAGE IL 60007 Phone: (847) 678-3633 Fax: (847) 678-3587 ----- Contact: Todd Swartz Phone: 847-678-3633 Fax: 847-678-3587 Cellular: 847-529-1191 E Mail: tswartz@atlasbobcat.com	Village of Hinsdale Attn: Shawn Johnson 19 E. Chicago Ave. Hinsdale, IL 60521 Phone: (630) 789-7044 Fax: (630) 789-7046

Description	Part No	Qty	Price Ea.	Total
<b>E35 25HP ZTS Bobcat Compact Excavator</b> <i>T1263 S/N B3Y211967</i> 24.8 HP Tier 4 Auto Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics, Selectable Flow with Boom Mounted Flush Face Quick Couplers Canopy Includes: Cup Holder, Retractable Seat Belt, Suspension Seat with High Back Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float	M3311	1	\$33,586.00	\$33,586.00
	Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Rubber Track Spark Arrestor Exhaust System Tier 4, Non DPF Vandalism Protection Warranty: 12 Months, Unlimited Hours Work Lights X-Change (Attachment Mounting System) Zero Tail Swing			
A20 Option Package Enclosed Cab with HVAC	M3311-P01-A20 Cloth Suspension Seat	1	\$4,012.00	\$4,012.00
Hydraulic X-Change	M3311-R06-C03	1	\$1,098.00	\$1,098.00
Travel Motion Alarm	M3311-R11-C02	1	\$200.00	\$200.00
Telematics US	M3311-R51-C02	1	\$0.00	\$0.00
12" Base Class 3	M7024	1	\$125.00	\$125.00
--- 12" X-Change Severe Duty Trenching Bucket, Class 3	M7024-R01-C02	1	\$609.00	\$609.00
24" MX3 XCHG TEETH	7323530	1	\$864.00	\$864.00
24" MX3 XCHG SMOOTH	7323529	1	\$864.00	\$864.00
<b>Description</b> 3612 Cronkhite, 16,200 GVWR, 81" Wide, 5' Stationary, 16' Tilt Oak Deck, 3 Foot Bevertail with knife edge, Chain Basket, Pintle Hitch, Self Adjusting Brakes, LED Lights, Black in Color, 7 way RV Plug,	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
		1	\$8,400.00	\$8,400.00

Total of Items Quoted	<b>\$49,758.00</b>
Other Charges:      Municipal Plates and Title	<b>\$120.00</b>
Quote Total - US dollars	<b>\$49,878.00</b>

**Notes:**

NJPA CONTRACT # 042815-CEC

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.  
Customer must exercise his purchase option within 30 days from quote date.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Bolingbrook**  
250 E Frontage Rd  
Bolingbrook, IL 60440  
Ph (630) 739-7770  
Fx (630) 739-7699

**McHenry**  
4102 W Crystal Lake Rd  
McHenry, IL 60050  
Ph (815) 385-0420  
Fx (815) 385-2975

**Schererville**  
1133 Indianapolis Blvd  
Schererville, IN 46375  
Ph (219) 865-6545  
Fx (219) 865-0269

# QUOTATION

<b>Contact:</b>	Mark Pelkowski	<b>Title:</b>	Water / Sewer Superintendent
<b>Name:</b>	Village of Hinsdale	<b>Date:</b>	11/14/2017
<b>Address:</b>	19 E. Chicago Ave.		
<b>City:</b>	Hinsdale	<b>State:</b>	IL
<b>Phone:</b>	630-878-2022	<b>Zip:</b>	60521
<b>Email:</b>	mpelkowski@villageofhinsdale.org		

It is my pleasure to submit the following proposal for your consideration:

<b>MODEL:</b>	<b>CASE CX31 B Compact Excavator - NJPA</b>	<b>\$</b>	<b>49,985.00</b>
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## STANDARD EQUIPMENT

### **OPERATOR'S COMPARTMENT**

ROPS/FOPS three post canopy  
Operator's controls:  
Pilot operated hand controls and foot pedals  
Display includes:  
Engine oil pressure, water temperature lamp,  
air filter lamp, water separator detection  
lamp, low fuel warning lamp, battery charge  
lamp, glow plug indicator lamp, water  
temperature gauge, fuel gauge  
and hourmeter  
Adjustable seat with seat belt  
Arm rests

### **ENGINE**

Yanmar 3TNV88F-ESHYB  
4 Cycle  
Water cooled  
Direct injection  
One touch decelerator  
Engine access under rear hood  
Dry type air cleaner with restriction indicator  
Glow plug starting aid

### **ELECTRICAL**

12-volt electrical starting system  
Heavy-duty battery  
Horn

### **HYDRAULICS**

Auxiliary hydraulics (single/bi-directional) and  
plumbing to arm  
Large hydraulic oil cooler  
Control pattern selector valve  
**TRACK DRIVE**  
Rubber tracks  
Automatic 2 speed travel  
Fully hydrostatic drive system  
Sealed and lubricated track rollers  
Track tension adjustment (grease type)  
Disc type parking brake (auto release and apply)

### **UPPER STRUCTURE**

Zero tail swing  
Swing lock  
Swing brake  
Swing shock valve  
2 Speed Travel

Swing boom (70° left/60° right)

### **OPERATOR'S COMPARTMENT**

Cab enclosure with heat and air conditioning  
AM FM Stereo

### **BUCKETS**

12", 24" and 36" Buckets Included

Hydraulic Quick Attach Coupler

Hydraulic backfill blade

Ken Schmidt - 630-878-8396

Account Manager's Signature

This quote is good for 30 days.

Price is plus applicable tax.

Attachment #3

Contract Award  
RFP #042815

FORM D



Formal Offering of Proposal  
(To be completed Only by Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Link Equipment Company dba Robert Cummings & Associates Date: 5/14/2015

Company Address: 2320 East Benton Avenue

City: West Fargo State: ND Zip: 58078

Contact Person: Randy Fusi Title: Government Accounts Manager

Authorized Signature (ink only): [Signature] Randy Fusi  
(Name printed or typed)

Form E



**Contract Acceptance and Award**

(To be completed only by NJPA)

**NJPA 042815/ MEDIUM DUTY AND COMPACT CONSTRUCTION AND MAINTENANCE EQUIPMENT WITH  
RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES**

**Clark Equipment Company dba Bobcat Company & Doosan Infracore**  
**Proposer's full legal name**

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_

[Signature]  
NJPA Executive Director

Dr. Chad Coanette

(Name printed or typed)

Awarded this 19th day of May, 20 15 NJPA Contract Number 042815-CEC

NJPA Authorized signature: \_\_\_\_\_

[Signature]  
NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this 19th day of May, 20 15 NJPA Contract Number 042815-CEC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Clark Equipment Company dba Bobcat and Doosan

Vendor Authorized signature: \_\_\_\_\_

[Signature]

Randy L. Fuss

(Name printed or typed)

Title: Government Accounts Manager

Executed this 2nd day of JUNE, 20 15 NJPA Contract Number 042815-CEC



Attachment #4

**Five-Year Capital Additions/Changes**

<b><u>Department:</u></b>	Public Services	<b><u>Fiscal Year:</u></b>	2017-18 (Unbudgeted New Item)
<b><u>Program:</u></b>	6102 - Water/Sewer	<b><u>Amount:</u></b>	\$50,000
<b><u>Item:</u></b>	Purchase Mini Excavator		

**Justification:** A mini excavator has been recommended to be purchased, in lieu of the water main van scheduled to be purchased in FY 2017-2018. The mini excavator would be utilized for excavation in locations that the backhoe may not be able to fit. The mini excavator would allow for precise digging for jobs that only a minimal amounts of space is available, but must be completed. The proposed unit would also be used for restoration work for utility repairs, street, and forestry tasks. This mini excavator would replace the outdated 1998 JCB Tractor mini excavator; once this item is purchased the 1998 model will be sold.





**REQUEST FOR BOARD ACTION**  
**Police Department**

**AGENDA SECTION:** Consent Agenda – ZPS

**SUBJECT:** Installation of Yield Signs – Seventh Street and Bruner

**MEETING DATE:** January 9, 2018

**FROM:** Thomas Lillie, Deputy Chief of Police

---

**Recommended Motion**

Approve an Ordinance Amending Section 6-12-4 of the Village Code of Hinsdale to allow for the installation of Yield Signs for east and west Seventh Street at Bruner.

**Background**

A concerned resident inquired on the installation of Stop Signs at the uncontrolled intersection of Seventh and Bruner. As a result, staff conducted formal study to provide data (attached), which included the required areas of volume, speed data, crash history, and line of sight considerations.

**Discussion & Recommendation**

When considering the addition of traffic control devices and their installation, staff relies on the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, under the authority of the U.S. Department of Transportation, lists warrants or requirements which must be met prior to the installation of any traffic controlling device or signage. The Village relies upon the MUTCD as the local authoritative guiding principle for local roadways. Though the criterion was not met to install a Stop Sign, the MUTCD states that a Yield Sign should be used at an intersection of a less important road with a main road, where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.

Based upon the findings of the attached study, an evaluation of adjacent intersections within the grid, and a review of the federal guidelines, it is the recommendation of staff to install Yield signs for east and west Seventh St. at Bruner.

**Budget Impact**

The budget impact will be minimal based on minor equipment and labor costs to install the signs and posts.

**Village Board and/or Committee Action**

At their meeting of December 11, 2017, the Village Board agreed to move this item forward to the Consent Agenda of their next meeting. They also agreed to have the signs installed prior to final approval.

**Documents Attached**

1. Intersection Study
2. Proposed Ordinance
3. Map of controlled intersections west of Madison

# **Seventh & Bruner**

## **Intersection Study**

Officer Grant McElroy  
Friday, December 8, 2017

**Present Conditions:**

This intersection is currently uncontrolled and does not have any sidewalks. No site obstructions were identified during the preliminary intersection review. No parking restrictions are posted on either one of the roadways. The speed limits for the roadways are 25 MPH.

**Traffic Volume:**

Vehicle counts were collected for S. Bruner Street and W. Seventh Street over a 48 hour period in December of 2017. The data was averaged into a virtual 24 hour period, which resulted in the identification of the major and minor streets along with the following traffic volume totals:

S. Bruner Street (Major Street):

Northbound	Southbound	Total
292	293	585

W. Seventh Street (Minor Street):

Eastbound	Westbound	Total
179	156	335

**Crashes:**

A total of one crash occurred at this intersection in the past five years. This was an eastbound vs southbound crash that did not result in injuries and occurred in August of 2013. This crash was a *right-angle collision* involving two (2) residents, residing within blocks of the crash site.

**Conclusions/Recommendations:**

The Hinsdale Police Department recommends erecting yield signs on W. Seventh Street at S. Bruner Street. The Manual for Uniform Traffic Control Devices indicates a yield or stop sign should be installed at uncontrolled intersection when it is believed drivers will not comply with standard right-of-way laws, regardless of crash quantity or traffic volumes.

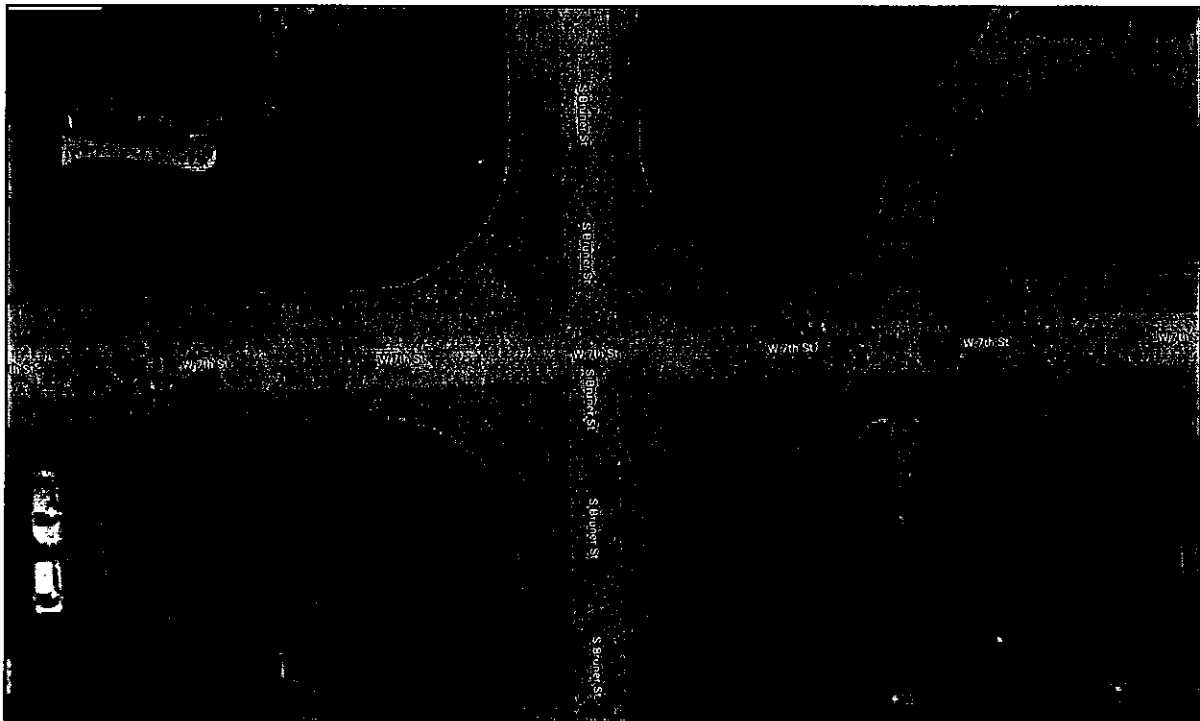
There are twenty-eight (28) four-way intersections west of Madison Street and between Eighth and Hinsdale Avenue. Twenty-seven (27) of those intersections are controlled by either a Stop Sign or Yield. Seventh and Bruner is the only uncontrolled intersection within the grid. This is inconsistent with the surrounding intersections that likely collect the same traffic volume given their proximity.

Four-way uncontrolled intersections are a routine concern for the residents of Hinsdale. Staff regularly fields calls and complaints from residents; insistent that the absence of controls makes intersections less safe and are impractical within the community. Residents who live near uncontrolled intersections report that drivers have a lack of understanding how uncontrolled

intersections operate and inadvertently “designate” a roadway as automatically having the right-of-way. This is apparent when residents report drivers who frequently travel full speed through uncontrolled intersections without slowing. Hinsdale Patrol Officers observe these driving behaviors but cannot take enforcement unless there is a clear right-of-way violation which would require two vehicles entering the intersection at nearly same time.

Staff recommend installing two red or orange flags above the yield signs with the flags oriented on a 45 degree angle for a period of 90 days. Staff does not recommend *Yield Ahead* signs because the new Yield signs will be clearly visible and the Manual for Uniform Traffic Control Devices indicates regulatory and warning signs should be used conservatively to prevent a loss of their effectiveness.

#### **Overhead Satellite Image of the Intersection:**



**Northbound Bruner Approach**



**Southbound Bruner Approach**



**Eastbound Seventh Approach**



**Westbound Seventh Approach**



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

**AN ORDINANCE AMENDING SECTION 6-12-4  
OF THE VILLAGE CODE OF HINSDALE**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have studied the intersection of Seventh Street and Bruner Street and believe it to be in the best interests of the Village to erect yield signs at the east and westbound bound intersection of Seventh Street at Bruner Street.

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. Recital. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2. Amendment to Section 6-12-3. Section 6-12-4 of the Village Code of Hinsdale shall be, and it is hereby, amended by adding thereto, in proper alphabetical order the following:

**SEVENTH AT BRUNER STREET– EASTBOUND AND WESTBOUND**

Section 3. Signs. The Police Department is hereby authorized and directed to erect appropriate signs on the above named streets.

Section 4. 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 and after the erection of appropriate signs in accordance with Section 3 above.

PASSED

AYES:

NAYS:

ABSENT:


APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Village President

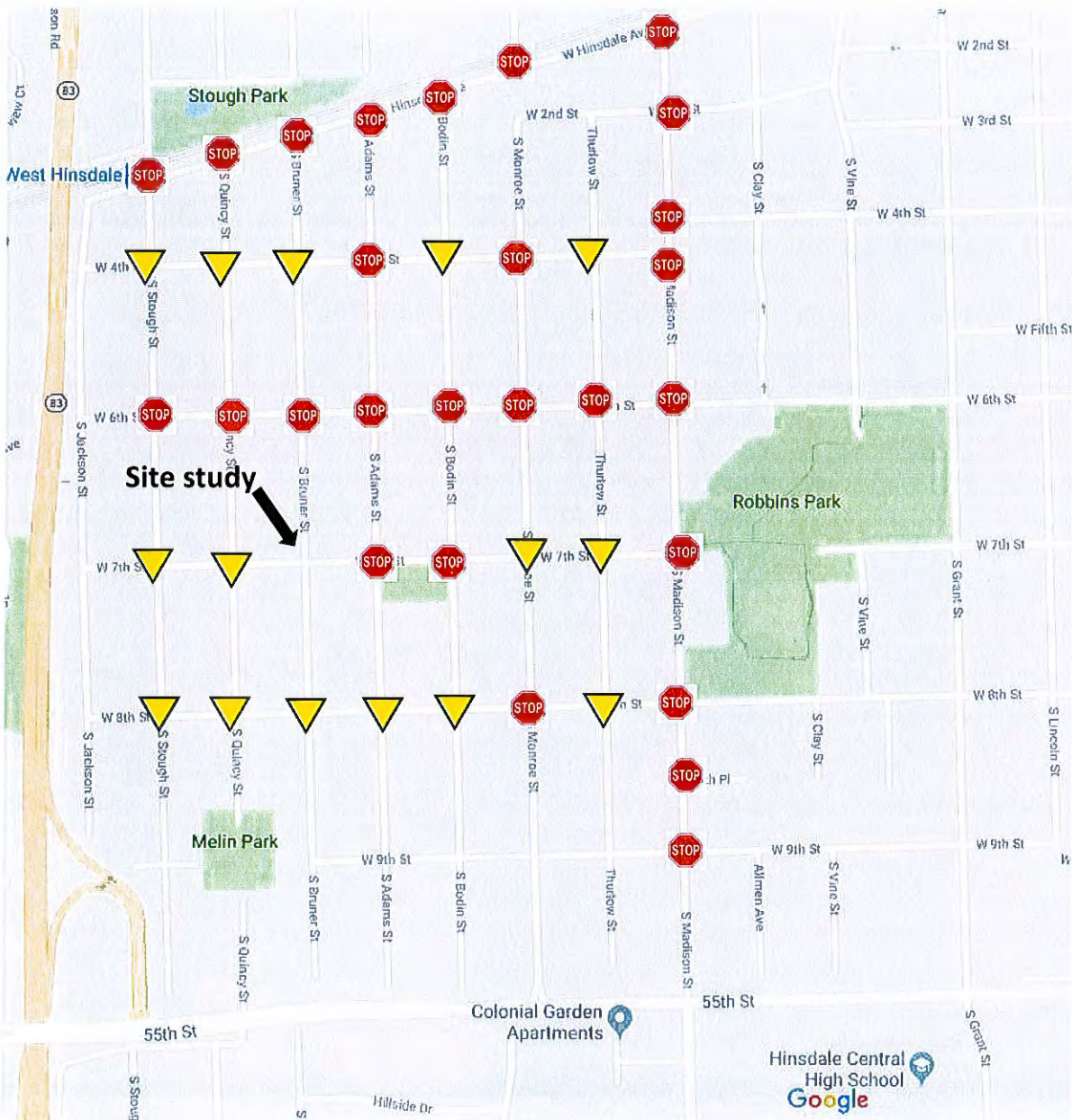
ATTEST:

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

Key:

 = yield

 = stop sign





**REQUEST FOR BOARD ACTION**  
Community Development

**AGENDA SECTION:** Second Reading – ZPS  
**SUBJECT:** Map Amendment and Tentative Plat of Subdivision  
540 W. Ogden Avenue – 4 Acre R-4 Lot  
Request to Subdivide and Amend into Eight R-4 Lots and One O-2 Lot  
**MEETING DATE:** January 9, 2018  
**FROM:** Chan Yu, Village Planner

---

**Recommended Motion**

Approve a referral to Plan Commission for review and consideration of a Map Amendment and concurrent Plat of Subdivision at 540 W. Ogden Avenue, to subdivide and rezone approximately 1.74 acres to an O-2 Limited Office District lot and subdivide approximately 2.26 acres into eight R-4 Single Family District lots.

**Background**

The Village of Hinsdale has received an application from Charles Marlas, of Kensington School, requesting approval for a Map Amendment and concurrent Tentative Plat of Subdivision to 540 W. Ogden Avenue. The subject property has been vacant for over 10 years, is currently zoned R-4 Single Family Residential and is 172,640 SF (4 acres) in area.

The request has changed since the Board of Trustees First Reading on December 11, 2017, to subdivide the southern half of the lot, 2.26 acres in area, into 8 code compliant R-4 residential lots rather than the 6 lots originally contemplated. Due to the requirements for 8 code compliant R-4 lots, the northern half of the property (Lot 1) will decrease in area, from 1.85 acres to 1.74 acres.

The revised application proposes to subdivide 1.74 acres of the northern half of the lot, facing Ogden Avenue, and amend the zoning from R-4 residential to an O-2 office district. On Ogden Avenue, the subject property would be east of an O-2 parcel at 550 W. Ogden Avenue and southwest of an O-2 parcel at 501 W. Ogden Avenue. Per the code, the bulk and height regulations of the O-2 district encourage development that is architecturally consistent with smaller sites and compatible with nearby residential uses.

The land use to the east and south of the proposed residential lots are R-4 residential. The entrance into the proposed new cul-de-sac is on Monroe Street. The permitted height of single family homes in the R-4 district is 3 stories/35 feet, and is taller than the planned 1-story/23 foot tall Kensington School at the northern half of the lot.

Should the Map Amendment and tentative Plat of Subdivision application be approved, the applicant plans to apply for a final Plat of Subdivision, and concurrent Exterior Appearance/Site Plan and Special Use Permit to construct a new 15,000 SF, 23-foot tall, one-story child daycare school. The proposed child daycare school use requires a Special Use permit in the O-2 district. Elevations of the proposed school were included in the December 11, 2017, Board of Trustees meeting packet.

**Discussion & Recommendation**

Should the Board feel the request merits a hearing and consideration by the Plan Commission (PC), the Board should refer the application packet for the PC to schedule a public hearing for review and recommendation.

Should the Board find the request does not merit a hearing and consideration by the PC, the vote of four (4) members of the Board shall be necessary to summarily deny the application.

**Village Board and/or Committee Action**

At the December 11, 2017, Board of Trustees meeting, the Village Board had no general issues with the application and moved the item forward for Second Reading. However, the applicant has since revised the proposed request to eight (8) code compliant R-4 residential lots instead of six (6).

**Documents Attached**

1. Updated Application, Table of Compliance and Site Plan for eight R-4 Lots

The following related materials were provided for the Board of Trustees of this item on December 11, 2017, and can be found on the Village website at:

[http://www.villageofhinsdale.org/document\\_center/VillageBoard/2017/DEC/VBOT%20packet%2012%2011%2017.pdf](http://www.villageofhinsdale.org/document_center/VillageBoard/2017/DEC/VBOT%20packet%2012%2011%2017.pdf)

Map Amendment, Subdivision and Plan Commission Applications for six R-4 Lots  
Zoning Map and Project Location  
Zoning Map highlighting the O-2 District locations  
Zoning Code Section 6-101 Purposes: Office Districts  
Parcel Aerial Map and Birds Eye View of 540 W. Ogden Avenue



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**PLAN COMMISSION APPLICATION**

**I. GENERAL INFORMATION**

**Applicant**

Name: KENSINGTON SCHOOL  
Address: 743 MCCLINTOCK DRIVE  
City/Zip: BURR RIDGE 60527  
Phone/Fax: (830) 990 / 8000  
E-Mail: CMARLAS@KENSINGTONSCHOOL.COM

**Owner**

Name: MIH, LLC  
Address: 820 DAVIS STREET  
City/Zip: EVANSTON, IL 60201  
Phone/Fax: (847) 558 / 2532  
E-Mail: MITCHELL@BUILDERSNAB.COM

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

Name: LANCE LAUDERDALE  
Title: ARCHITECT  
Address: 743 MCCLINTOCK DR  
City/Zip: BURR RIDGE, 60527  
Phone/Fax: (830) 990 / 8000  
E-Mail: LANCELAUDERDALE@GMAIL.COM

Name: JAMES KAPUSTIAK  
Title: CIVIL ENGINEER  
Address: 9575 HIGGINS RD. STE 700  
City/Zip: ROSEMONT, IL 60018  
Phone/Fax: (847) 696 / 4065  
E-Mail: JCAPUSTIAK@SPACECOINC.COM

**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: 540 W OGDEN AVE, HINSDALE, IL 60521

Property identification number (P.I.N. or tax number): 09 - 02 - 213 - 001/2/3/4

Brief description of proposed project: 4 ACRE PARCEL TO BE SUBDIVIDED AS APPROX 1.74 ACRES O-2

WITH A SPECIAL USE FOR DAYCARE. REMAINING 2.26 ACRES TO REMAIN R-4 SUBDIVIDED INTO 8 CODE COMPLIANT  
HOME SITES.

General description or characteristics of the site: SE CORNER OF OGDEN AVENUE AND MONROE

VACANT PROPERTY.

Existing zoning and land use: R-4

Surrounding zoning and existing land uses:

North: IB & O2

South: R-4

East: R-4

West: O-2

Proposed zoning and land use: O2 & R-4

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

☒ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☒ Special Use Permit 11-602E

Special Use Requested: DAY CARE

☒ Map and Text Amendments 11-601E  
Amendment Requested: \_\_\_\_\_

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business  
District Questionnaire

## TABLE OF COMPLIANCE

Address of subject property: 540 W. OGDEN AVE. LOTS 2 THRU 9 - RESIDENTIALThe following table is based on the R-4 Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	10,000		10,000 +
Lot Depth	125'		129' +
Lot Width	INT. LOT = 70' 80% = 56' CORNER LOT = 80'		LOTS 2,7 = 81' OTHER LOTS = 56'
Building Height	35.5'		35'
Number of Stories	3		3
Front Yard Setback	35'		35'
Corner Side Yard Setback	35'		LOTS 2,7 = 35'
Interior Side Yard Setback	8'		8'
Rear Yard Setback	25'		25'
Maximum Floor Area Ratio (F.A.R.)*	.24 PLUS 1,100 SF 4,220 SF		4,200 SF
Maximum Total Building Coverage*	.25 3,250 SF		3,200 SF
Maximum Total Lot Coverage*	.50 6,500 SF		4,400 SF
Parking Requirements	3 PER DWELLING UNIT		3
Parking front yard setback	NOT ALLOWED		N/A
Parking corner side yard setback	NOT ALLOWED		N/A
Parking interior side yard setback	8'		8'
Parking rear yard setback	25'		25'
Loading Requirements	N/A		N/A
Accessory Structure Information			

\* 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: \_\_\_\_\_

## TABLE OF COMPLIANCE

Address of subject property: 540 W. OGDEN AVE. LOT 1 - CHILD DAYCARE CENTER

The following table is based on the D-2 Zoning District.

You may write "N/A" if the application does NOT affect the building/subject property.	Minimum Code Requirements	Existing Development	Proposed Development
Lot Area (SF)	25,000		75,973
Lot Depth	125		211'
Lot Width	100		297'
Building Height	40		23'
Number of Stories	3		1
Front Yard Setback	100' F/ 1/4 OF OGDEN		110' F/ 1/4 OF OGDEN
Corner Side Yard Setback	25'		64'
Interior Side Yard Setback	10'		48'
Rear Yard Setback	20'		44'
Maximum Floor Area Ratio (F.A.R.)*	.50 37,986		.19 15,000 SF
Maximum Total Building Coverage*	N/A		
Maximum Total Lot Coverage*	.80 60,778		.76 57,732 SF
Parking Requirements	39		36
Parking front yard setback	25'		10'
Parking corner side yard setback	25'		37'
Parking interior side yard setback	10'		10'
Parking rear yard setback			N/A
Loading Requirements	1		0
Accessory Structure Information			

\* 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 9 day of January, 2018, I/We have read the above certification, understand it, and agree to abide by its conditions.

[Signature]  
Signature of applicant or authorized agent

CHARLES MARCAS  
Name of applicant or authorized agent

[Signature]  
Signature of owner or authorized agent

Mitchell Saywitz, Authorized Agent of MIH LLC, Owner  
Name of owner or authorized agent

SUBSCRIBED AND SWORN  
to before me this 9th day of

January, 2018.

[Signature]  
Notary Public

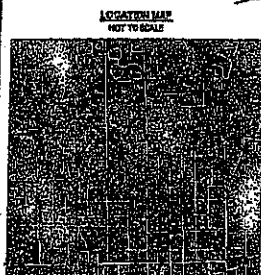
OFFICIAL SEAL  
LINDA M SPATARO  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 07/18/20

### LEGAL DESCRIPTION

[illegible][illegible][illegible][illegible]

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS. IT IS THE PROPERTY OF THE NATIONAL BUREAU OF STANDARDS AND IS LOANED TO YOUR AGENCY; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY.

**Journal of Management Education** 33(10) 1139-1150

Revised: 1<sup>st</sup> = 30

### LOCATION MAP

### The Location

[illegible]

THE COLLECTED SAMPLES WERE NOT REEVALUATED.  
 PROPERTIES NOT AVAILABLE FOR THIS SAMPLE.

WILLIAM FOSTER JR. 1000 N. 10TH ST. (NORTH AGRIC.)  
 FARMING MACHINE 1000 N. 10TH ST. = 10  
 1000 N. 10TH ST. = 10  
 1000 N. 10TH ST. = 10

LOT AREA: 10000 SQ. FT. (NORTH AGRIC.)

[illegible]

**CHARGES** - SMILE  
- COURT REPORTING  
- CHARGES FOR FEDERAL COURT

RE: [REDACTED] (S)  
[REDACTED] (S)

20. DATE on 10th August

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

**REPORT REASON** SYNOPSIS

[illegible]

\_\_\_\_\_

[illegible][illegible]

**Summary Performance Indicators Table**  
 2013-14 Actual Comparison: New York, 8,000,000,000

20.00°  
From 6:00 AM  
10:00 AM

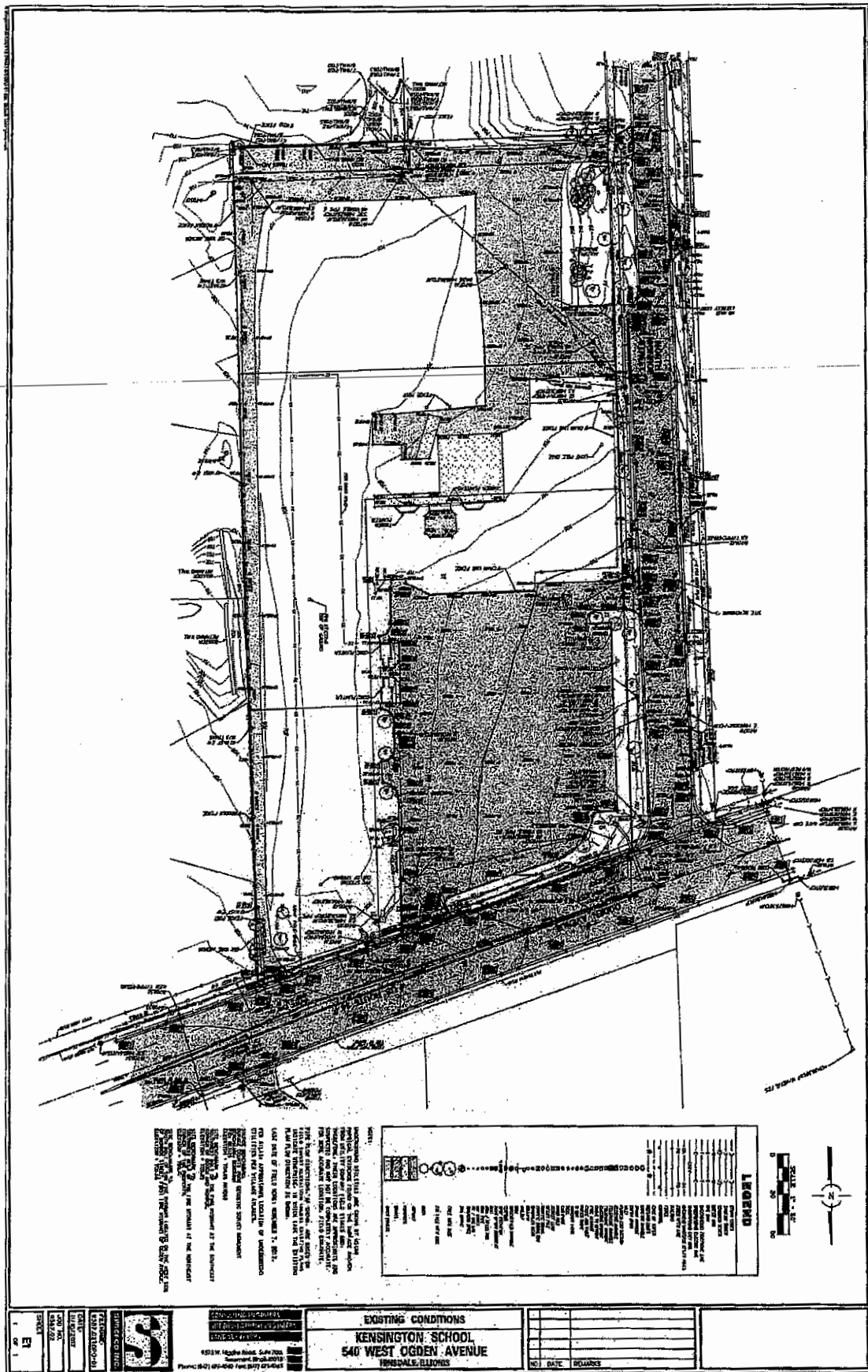
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0101-1

**Attachment 1**







**VILLAGE OF HINSDALE**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
19 East Chicago Avenue  
Hinsdale, Illinois 60521-3489  
630.789.7030

**Application for Certificate of Zoning Compliance**

*You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.*

**Applicant's name:** KENSINGTON SCHOOL, INC.

**Owner's name (if different):** MIH, LLC

**Property address:** 540 W ODGEN AVE, HINSDALE, IL 60521

**Property legal description:** [attach to this form]

**Present zoning classification:** R-4, Single Family Residential

**Square footage of property:** 4 ACRES (172,640 SF)

**Lot area per dwelling:** \_\_\_\_\_

**Lot dimensions:** 297' x 600'

**Current use of property:** VACANT

**Proposed use:** ☒ Single-family detached dwelling  
☒ Other: Day Care

**Approval sought:** ☐ Building Permit ☒ Variation  
☒ Special Use Permit ☐ Planned Development  
☒ Site Plan ☐ Exterior Appearance  
☐ Design Review  
☐ Other: \_\_\_\_\_

**Brief description of request and proposal:**

Subdivide 4 AC R4 property to 1.74AC and 2.26AC lot with O2 - Special Use Day Care and 8 R4 code compliant home sites.

**Plans & Specifications:** [submit with this form] SEE ATTACHED TABLE OF COMPLIANCE SHEETS FOR (7) LOTS

**Provided:                      Required by Code:**

**Yards:**

front:	<u>110'</u>	<u>100'</u>
interior side(s)	<u>48' / 64'</u>	<u>10' / 25'</u>

Provided:

Required by Code:

corner side	<u>64'</u>	<u>25'</u>
rear	<u>56'</u>	<u>20'</u>

**Setbacks (businesses and offices):**

front:	<u>110'</u>	<u>100'</u>
interior side(s)	<u>48' / 64'</u>	<u>10' / 25'</u>
corner side	<u>64'</u>	<u>25'</u>
rear	<u>56'</u>	<u>20'</u>
others:		
Ogden Ave. Center:	<u>110'</u>	<u>100'</u>
York Rd. Center:		
Forest Preserve:		

**Building heights:**

principal building(s):	<u>23'</u>	<u>40'</u>
accessory building(s):		

**Maximum Elevations:**

principal building(s):		
accessory building(s):		

Dwelling unit size(s):	<u>15,000 SF</u>	<u>39,542 SF</u>
------------------------	------------------	------------------

Total building coverage:		
--------------------------	--	--

Total lot coverage:	<u>57,732 SF</u>	<u>63,268 SF</u>
---------------------	------------------	------------------

Floor area ratio:	<u>.19</u>	<u>.50</u>
-------------------	------------	------------

Accessory building(s): \_\_\_\_\_

Spacing between buildings: [depict on attached plans]

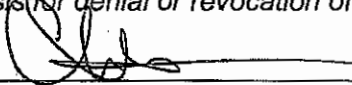
principal building(s):	_____	_____	_____
accessory building(s):	_____	_____	_____

Number of off-street parking spaces required: 39

Number of loading spaces required: 1

**Statement of applicant:**

*I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.*

By:   
Applicant's signature

CHARLES MARLAS  
Applicant's printed name

Dated: 1/9, 2018



**VILLAGE  
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT  
DEPARTMENT  
ZONING CODE TEXT AND MAP  
AMENDMENT APPLICATION**

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

Is this a:    **Map Amendment** ☒    **Text Amendment** ☐

**Address of the subject property** 540 W OGDEN AVE

**Description of the proposed request:** Subdivide 4 AC property to 1.74 acres and 2.26 acres, respectively. Subdivided into OR with DayCare 8 code compliant R4 home sites

**REVIEW CRITERIA**

Section 11-601 of the Hinsdale Zoning Code regulates Amendments. The amendment process established is intended to provide a means for making changes in the text of the Zoning Code and in the zoning map that have more or less general significance or application. It is not intended to relieve particular hardships nor to confer special privileges or rights. Rather, it is intended as a tool to adjust the provisions of the Zoning Code and the zoning map in light of changing, newly discovered, or newly important conditions, situations, or knowledge. The wisdom of amending the text of the Zoning Code is a matter committed to the sound legislative discretion of the Board of Trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Board of Trustees should weigh, among other factors, the below criteria.

Below are the 14 standards for amendments that will be the criteria used by the Plan Commission and Board of Trustees in determining the merits of this application. Please respond to each standard as it relates to the application. Please use an additional sheet of paper to respond to questions if needed. If the standard is not applicable, please mark N/A.

1. The consistency of the proposed amendment with the purpose of this Code.  
CHILD DAY CARE IS PROVIDED AS A SPECIAL USE IN THE O2 DISTRICT. THE R4 CLASSIFICATION FOR THE REAR SUBDIVISION WILL REMAIN.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.  
O2 AND R4 PROPERTIES ARE CURRENTLY IN THE VICINITY OF THE SUBJECT PROPERTY
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.  
THE TREND OF DEVELOPMENT IN THE VICINITY IS CURRENTLY R4 SINGLE FAMILY AND THE PROPOSED SPECIAL USE OF CHILD DAY CARE IN THE O2 DISTRICT WILL ALSO FIT WELL AS A TRANSITION ON OGDEN TO THE RESIDENTIAL COMPONENT.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

VALUE WILL INCREASE WITH THE ZONING RECLASSIFICATION

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

NA

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

NA

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

NA

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

NA

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

THE R4 HOMES AS SHOWN AT THE REAR OF THE DEVELOPMENT SITE ARE SUITABLE. THE R4 DESIGNATION ON OGDEN AVE. IS NOT AS SUITABLE UNDER ITS PRESENT ZONING.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

EXISTING TRAFFIC INGRESS/EGRESS ON OGDEN AND MONROE WOULD BE LESS IMPACTFUL THAN PRIOR USES AT THIS SITE.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

ALL UTILITIES ARE AVAILABLE

PROJECT WILL ALSO IMPROVE PUBLIC UTILITIES/WATER MANAGEMENT FOR THE SITE AND ALLEVIATE STORMWATER MANAGEMENT ISSUES AT MADISON BETWEEN OGDEN AND NORTH AVENUES.

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

THE SUBJECT PROPERTY HAS BEEN VACANT FOR 10+ YEARS.

13. The community need for the proposed amendment and for the uses and development it would allow.

HINSDALE IS VERY UNDERSERVED BY QUALITY CHILD DAY CARE CENTERS AND KENSINGTON SCHOOL WILL BE A STRONG RESOURCE TO THE COMMUNITY.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area.

NA



96  
MEMORANDUM

**DATE:** December 22, 2017  
**TO:** President Cauley and Members of the Village Board  
**FROM:** Kathleen Gargano, Village Manager  
Bradley Bloom, Assistant Village Manager/Director of Public Safety  
**RE:** Discussion Item-Request for Early Construction Start Hours-Middle School

---

The attached letter was received from Bill Truty of Bulley and Andrews requesting permission to continue to allow the Hinsdale Middle School construction to start at 7:00 a.m.

As background, the Village Code section 9-12-2 prohibits construction starting before 8:00 a.m.

On August 3, 2017, the Village Board approved Bulley and Andrews request for a 7:00 a.m. for a trial period of 60 days. On October 17, 2017, the Village Board approved extending that trial period an additional 60 days which expired December 17, 2017.

Bulley and Andrews is now requesting that the 7:00 a.m. start time continue through the end of the project with a projected completion time of mid-November 2018 and demolition of the current building occurring in mid-February 2019.

The requested construction hours would be 7:00 a.m. to 3:30 p.m. Monday thru Friday and Saturday work would start at 8:00 a.m.

Bulley and Andrews has regularly met with residents and businesses surrounding the construction site and the Village is not aware of any noise or site management related complaints.

The Village Code section 9-12-2, paragraph (E):

*Waiver: The limitations stated in subsections A and B of this section may be waived by the village manager in areas of the village zoned for nonresidential uses pursuant to the Hinsdale zoning ordinance 1; provided, however, that no such waiver shall be granted unless the village manager finds that:*

- 1. The party seeking the waiver will suffer a unique or unusual hardship unless the waiver is granted; and*
- 2. The granting of a waiver will not cause a substantial or undue adverse impact upon adjacent property or upon the public health, safety and welfare.*

*The village manager may attach to such waiver all conditions he deems necessary to protect the public health, safety or welfare.*





## MEMORANDUM

Although this request falls within the Village Managers authority, the construction site does abut a residential area and noise related issues may become more problematic as we enter the summer months and residents open their windows. Moreover, the purpose of the early start as cited by the contractor was to prevent conflicts with start of the school day and the arrival of students. Once school is out for the summer this conflict will no longer exist.

Staff is also concerned that if the contractors request to extend the early start through the end of construction and problems or complaints arise the Village will have little recourse to address those issues.

Therefore, staff recommends extending the previously approved hours and days for an early start for an additional 60 days or until April 10, 2018.

See attached letter from Bulley and Andrews

12/18/2017

Ms. Kathleen Gargano  
Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521

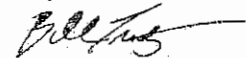
Dear Ms. Gargano:

Per our request from August 2017 and requested extension in October 2017, the Village of Hinsdale approved our construction project start time for 7:00 AM on the condition that it would be valid for 60 days. After the 60 days, Bulley & Andrews would reapply for the start time variance.

During the past 60 days of construction with a 7:00 AM start time, there has been no issues, comments, or concerns from the neighboring residents.

Bulley & Andrews would like to request the start time be permanent for the remainder of the project. The projected completion date for the new Hinsdale Middle School is mid-November 2018. The demolition of the existing Hinsdale Middle School is scheduled for mid-February 2019. The jobsite hours would be on Monday through Friday 7:00 AM to 3:30 PM. Saturday work would remain at an 8:00 AM start per Village of Hinsdale ordinances and end at 4:00 PM.

Regards,



Bill Truty  
Senior Project Manager  
Bulley & Andrews, LLC

cc: Bradley Bloom, Village of Hinsdale  
Kerry Leonard, Community Consolidated School District 181  
Peter Kuhn, Bulley & Andrews, LLC  
John Doherty, Doherty & Associates

1755 West Armitage Avenue  
Chicago, IL 60622 | 773.235.2433

3815 River Crossing Parkway, Ste. 100  
Indianapolis, IN 46240 | 317.566.2032

BULLEY.COM



10a

## MEMORANDUM

**DATE:** December 12, 2017

**TO:** President Cauley and the Village Board of Trustees

**CC:** Kathleen A. Gargano, Village Manager

**FROM:** Robert McGinnis, Community Development Director/Building Commissioner *R*

**RE:** **Community Development Department Monthly Report- November 2017**

---

In the month of November the department issued 70 permits. The department conducted 358 inspections and revenue for the month came in at just under \$132,000.

There are approximately 58 applications in house, including 18 single family homes and 11 commercial alterations. There are 41 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 62 engineering inspections were performed for the month of November by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 23 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

**COMMUNITY DEVELOPMENT MONTHLY REPORT November 2017**

<b>PERMITS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>	<b>FEES</b>	<b>FY TO DATE</b>	<b>TOTAL LAST FY TO DATE</b>
New Single Family Homes	4	0			
New Multi Family Homes	0	0			
Residential Addns./Alts.	9	11			
Commercial New	0	0			
Commercial Addns./Alts.	7	3			
Miscellaneous	22	29			
Demolitions	4	1			
<b>Total Building Permits</b>	<b>46</b>	<b>44</b>	<b>\$ 104,367.00</b>	<b>\$672,040.00</b>	<b>\$737,519.00</b>
<b>Total Electrical Permits</b>	<b>10</b>	<b>15</b>	<b>\$ 13,600.00</b>	<b>\$ 62,967.00</b>	<b>\$67,461.00</b>
<b>Total Plumbing Permits</b>	<b>14</b>	<b>16</b>	<b>\$ 13,993.00</b>	<b>\$ 103,806.00</b>	<b>\$106,035.00</b>
<b>TOTALS</b>	<b>70</b>	<b>75</b>	<b>\$ 131,960.00</b>	<b>\$838,813.00</b>	<b>\$ 911,015.00</b>

<b>Citations</b>			<b>\$500</b>		
<b>Vacant Properties</b>	<b>23</b>				

<b>INSPECTIONS</b>	<b>THIS MONTH</b>	<b>THIS MONTH LAST YEAR</b>			
Bldg, Elec, HVAC	196	216			
Plumbing	41	37			
Property Maint./Site Mgmt.	59	56			
Engineering	62	60			
<b>TOTALS</b>	<b>358</b>	<b>369</b>			

**REMARKS:**

**VILLAGE OF HINSDALE - November 21, 2017**

<i>Name</i>	<i>Ticket NO.</i>	<i>Location</i>	<i>Violation</i>	<i>Ord Fine</i>	<i>Result</i>
Laslo Landscaping	11875	818 S. Garfield	Failure to obtain permit	500	500
Hinsdale Barber Shop	11853	20 W. Hinsdale	Failure to obtain permit		Dismissed
Margarita Blue	11874	25 E. Hinsdale	Failure to maintain sanitary line		Continued to 12-19

**Total:** 500

**MONTHLY TOTAL:** 500.00



10b

## MEMORANDUM

**DATE:** January 5, 2018

**TO:** Kathleen A. Gargano, Village Manager

**CC:** President Cauley and the Village Board of Trustees

**FROM:** Anna Devries, Economic Development Coordinator/Finance Clerk  
Emily Wagner, Administration Manager

**RE:** December Economic Development Monthly Report

---

The following economic development updates are for your review:

- The Economic Development Commission (EDC) has cancelled the December EDC meetings due to holidays. The EDC meetings will resume in January.
- On December 1, staff assisted with the execution of the holiday tree lighting ceremony outside Memorial Hall.
- During the month of December, staff prepared over 600 annual business license renewals.
- During the month of December, staff has received and issued 50% of the 2018 business license renewals.
- During the month of December, staff assisted with the preparations of the Historic Holidays in Hinsdale event that took place on December 9 and 16 in Burlington Park.
- On December 18, staff attended the Chamber of Commerce Marketing and Membership meeting to discuss the Chamber's upcoming events, to review the Small Business Saturday promotion and to share new ideas for the upcoming year.
- Staff has assisted the following businesses in opening their doors in Hinsdale.
  - Elysian Nail Spa opened at 24a W. Chicago Avenue on December 21.
  - Hathaway Equities has begun construction at 777 N. York Road #9.
  - Jimmy John's is expecting to open in the beginning of January at 777 N. York Road.
  - Impact Physical Therapy opened at 777 N. York Road.
  - Plate 28 will open in January at 5819 S. Madison Street.
  - Altamura Pizza opened at 9 W. First Street on December 1.
  - County Line Home Design Center is projected to open in January at 110 S. Washington Street.



## MEMORANDUM

**DATE:** January 9, 2017

**TO:** President Cauley and the Village Board of Trustees

**FROM:** Heather Bereckis, Superintendent of Parks & Recreation

**RE:** November Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of December.

### Katherine Legge Memorial Lodge

Preliminary gross rental and catering revenue for the fiscal year to-date is \$109,365. Rental revenue for the Seventh month of the 2017/18 fiscal year is \$11,250. In November, there were nine events held at the Lodge, which is one more than the prior year. Expenses through November are up 6% (\$851) over the prior year; this is due to the additional event being held.

REVENUES	November		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 16-17 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$6,700	\$11,250	\$99,485	\$97,865	(\$1,620)	\$160,000	61%	\$180,000	55%
Caterer's Licenses	\$0	\$0	\$9,000	\$11,500	\$2,500	\$11,000	105%	\$15,000	60%
<b>Total Revenues</b>	\$6,700	\$11,250	\$108,485	\$109,365	\$880	\$171,000	64%	\$195,000	56%
EXPENSES	November		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 16-17 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
<b>Total Expenses</b>	\$14,534	\$15,385	\$79,265	\$84,229	\$4,964	\$197,651	43%	\$212,741	37%
<b>Net</b>	(\$7,834)	(\$4,135)	\$29,220	\$25,136	(\$4,084)				

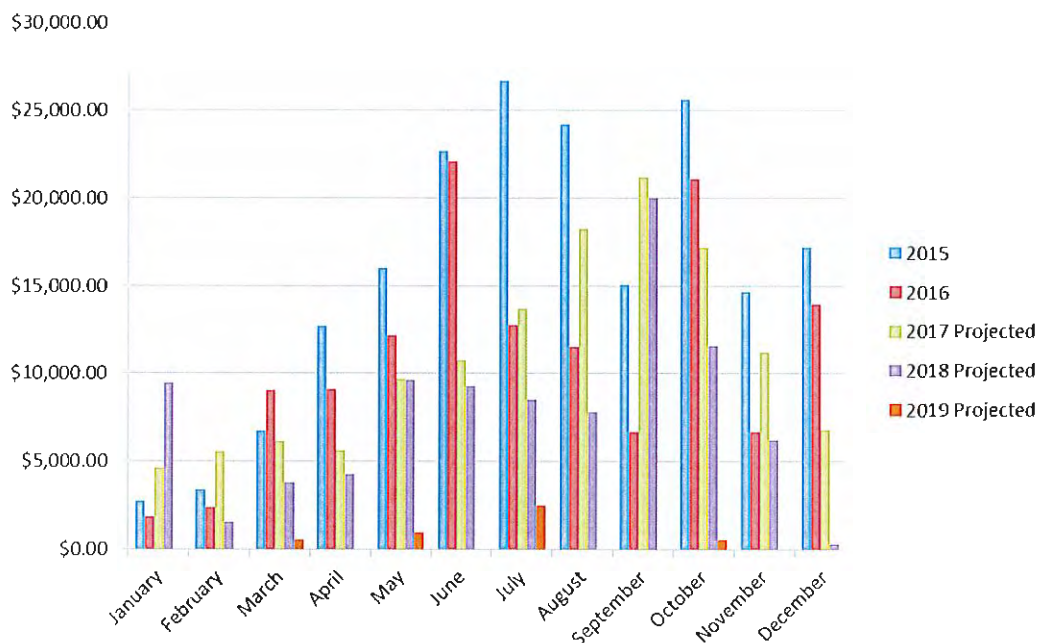
## MEMORANDUM

KLM Gross Monthly Revenues							
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,600
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,595
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 13,950
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,130
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,560
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 16,780
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 11,250
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 97,865

The graph below shows the past three years of lodge revenue and the upcoming year's projection. Future predictions are based on the average revenue from the event type. Also included below are charts indicating the number of reservations and reservation type by month. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices will be updated monthly.

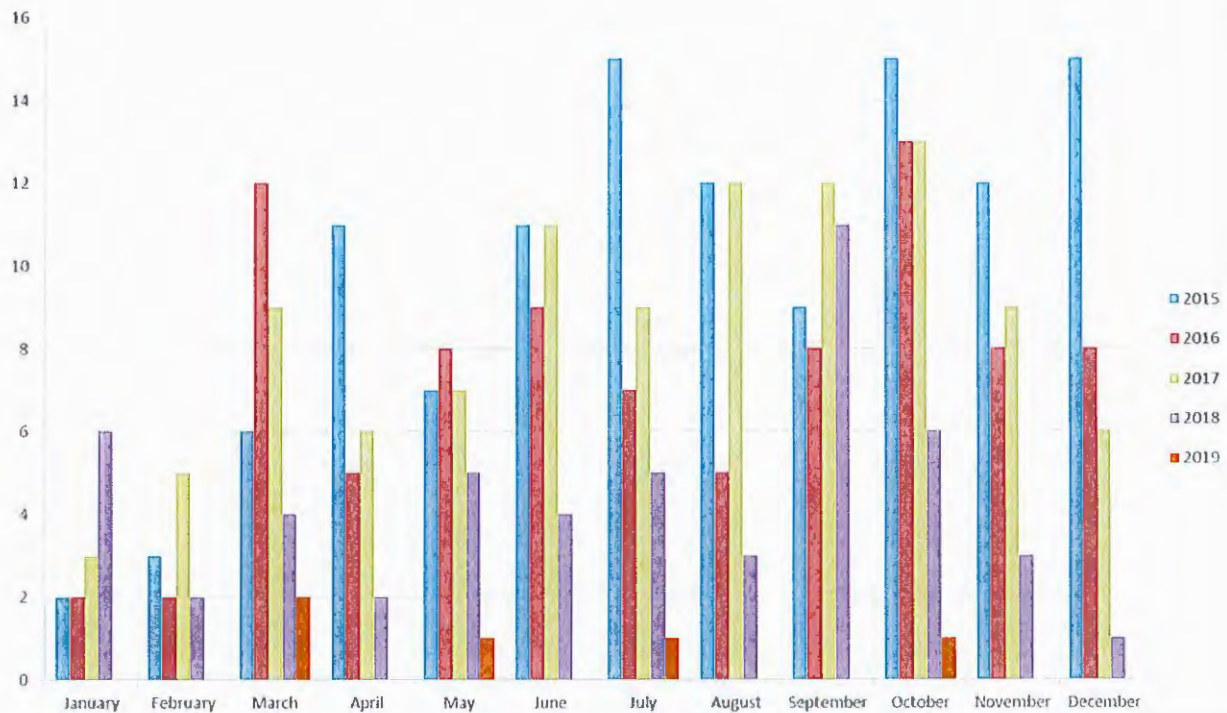
### KLM Revenue 2015-2019

Data as of 12/20/2017





**KLM Reservations 2015-2019**  
Data as of 12/20/2017



Staff is now working to implement the approved marketing plan for the 2017/18 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. Details on this were presented at the August Parks & Recreation Commission meeting and were reevaluated at the December Parks & Recreation (P&R) Meeting. Daily leads are being received from the upgraded Knot.com advertising and lodge staff is tracking the conversion rate from leads to bookings. Staff will be presenting the six month conversion report from theKnot.com and the analytics report from Linchpin (SEO Company) at the March P&R Commission Meeting.

## Upcoming Brochure & Activities

### Brochure & Programming

Winter/Spring Brochure planning has been completed, with the delivery for residents having taken place on December 4<sup>th</sup>. Registration for Winter/Spring programs began on December 11<sup>th</sup>. New programs for this brochure include youth pickleball, archery, badminton, meditation, and Junior Firefighters. Summer brochure planning is now underway, with an expected delivery date of March 19<sup>th</sup>.



## MEMORANDUM

### **Special Events**

Breakfast with Santa was held at KLM Lodge on December 2<sup>nd</sup>. The event was well attended and received with over 90 people in attendance. The event provided an expanded continental breakfast, crafts, and the opportunity to take photos with Santa.

The Holiday Express took place on December 17<sup>th</sup>, with nearly 300 Hinsdale residents riding to the North Pole (Aurora Roundhouse). Participants disembarked the train and were treated to either a breakfast or lunch buffet, took photos with Santa and Mrs. Claus, watched a holiday magic show and decorated crafts. The next upcoming special event is the Easter Egg Hunt on March 31<sup>st</sup>. This event is held in collaboration with The Community House in Robbins Park.

### **Field & Park Updates**

#### **Fields/Parks**

Fall Fields usage finished during the 3<sup>rd</sup> week of November. Final payment invoices for rentals were sent out on November 15<sup>th</sup>. Staff will begin booking Spring Field space in early January. Public Service staff has completed winterizing park irrigation and bathrooms. All facilities with the exception of KLM and Burns will be closed for the season.

Staff has also begun preparation for setting up the Burns Field ice rink. Temperatures need to be consistently in the high 20's with frozen ground for the rink to be filled. Once these conditions are in place, Public Services staff will fill the rink and monitor it until it is able to be opened for skating. The warming house will have unsupervised open hours on M-F from 3:30-6:30pm, with the Police Department closing the facility each night. Weekend hours will be staffed from 10am-6pm. Staff will be monitoring the ice, bathrooms, and fire places as well as offering hot chocolate.

### **Platform Tennis**

#### **Memberships**

Preliminary gross revenue for the 2017/18 fiscal year through the seventh month is \$61,775. Expenses through October are down 25% (\$1,311) over the prior year; this is a result of the work done early in the season to the electrical system in preparation for the capital walkway improvements. Overall net revenue is \$43,665 which is 51% (\$22,484) higher than the same period of the prior year. A breakdown of membership revenue through December 18<sup>th</sup> is included below.

## MEMORANDUM

REVENUES	November		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 16-17 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Membership Passes/Lessons/Fobs	\$2,656	\$1,314	\$45,475	\$61,775	(\$16,300)	\$65,000	95%	\$65,000	70%
EXPENSES	November		YTD		Change Over the Prior year	2017-18 Annual Budget	FY 17-18 % of budget	2016-17 Annual Budget	FY 15-16 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
General Expenses	\$5,328	\$4,017	\$24,294	\$18,110	\$6,184	\$40,080	45%	\$40,080	61%
Capital Expenses	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	\$123,500	0%
Total Expenses	\$5,328	\$4,017	\$24,294	\$18,110	\$6,184	\$40,080	45%	\$163,580	15%
Net	(\$2,672)	(\$2,703)	\$21,181	\$43,665	(\$22,484)				

Renewal letters were sent out to past members in mid- August. Pricing for the 2017/18 season will remain the same, with a \$50 late fee added to all memberships bought after November 1<sup>st</sup>. This was approved by the Village Board at its March 7, 2017 meeting. Below is a chart indicating current year-to-date membership revenue in comparison to the same period of the previous year.

### Platform Tennis Membership Summary

Memberships as of 12/18/17	2016					2017						
	New Members	Renewal Members	Total Members	Revenue YTD	2017 Fees	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	5	36	41	\$8,200	\$200	10	52	62	21	\$12,400	\$4,200	51%
Resident Family	1	23	24	\$6,000	\$250	5	20	25	1	\$6,250	\$250	4%
Resident Secondary	5	50	55	\$0	\$0	14	52	66	11	\$0	\$0	0%
Resident Total	11	109	120	\$14,200		29	124	153	33	\$18,650	\$4,450	31%
Non-Resident Individual	9	74	83	\$24,900	\$300	16	97	113	30	\$33,900	\$9,000	36%
Non-Resident Family	1	16	17	\$6,375	\$375	3	20	23	8	\$8,625	\$2,250	35%
Non-Resident Secondary	20	33	53	\$0	\$0	17	46	63	10	\$0	\$0	0%
Non-Resident Total	30	123	153	\$31,275		36	163	199	46	\$42,525	\$11,250	36%
Total Lifetime Members	N/A	244	244	\$0		2	224	226	-21	\$0	\$0	0%
Res League Players 10 Visit	N/A			\$0	\$100	2	0	3		\$300	\$300	
NR League Players 10 Visit	N/A			\$0	\$150	2	0	2		\$300	\$300	
10 Visit Total				\$0						\$600	\$600	
Total Memberships/ Revenue	41	476	517	\$45,475		65	511	578	61	\$61,775	\$16,300	36%