

**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
September 4, 2012**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, September 4, 2012 at 7:34 p.m.

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

Absent: None

Also Present: Village Manager Dave Cook, Village Attorney Michael Marrs, Chief of Police Brad Bloom, Fire Chief Rick Ronovsky, Assistant Village Manager/Finance Director Darrell Langlois, Director of Community Development Robb McGinnis, Director of Public Services George Franco and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

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

**APPROVAL OF MINUTES**

There were no changes to the draft minutes. Trustee Elder moved to approve the **minutes of the Regular Meeting of August 14, 2012**. Trustee Saigh seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**CITIZENS' PETITIONS**

Item not taken.

## **APPOINTMENTS TO THE FIRE PENSION BOARD**

President Cauley provided background information for the proposed candidates for appointment to the Fire Pension Board and asked for a motion to approve. Trustee Saigh moved to **approve the appointments of Lawrence Emmons and Mark Cuthbert to the Fire Pension Board through April 30, 2015 as recommended by President Cauley.** Trustee Haarlow seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

## **SWEARING IN OF FIRE DEPARTMENT PERSONNEL**

President Cauley read the biographies of new Probationary Fire Fighter/Paramedic Michael Wilson, Mike Neville being promoted to Lieutenant and John Giannelli being promoted to Captain. He administered the oath of office to each firefighter and offered his congratulations to all.

## **VILLAGE PRESIDENT'S REPORT**

In response to resident concerns regarding West Nile virus, President Cauley reported the Village's efforts with respect to mosquito control. He explained that the testing done to date in Hinsdale has been negative for West Nile. The DuPage Health Department recommends treating catch basins with a larvicide. This is a slow release pellet that kills mosquitoes before they hatch. Catch basins were treated last week and should be effective until the end of September. The Village would not spray unless testing for West Nile was positive, as spraying is far less effective than the larvicide. The Village will do all they can to ensure a safe environment, but mosquitoes breed in forest preserves and in standing water on private property that the Village cannot treat. Residents should protect themselves by staying indoors at dusk when mosquitoes are most active, eliminating standing water on private property, such as bird baths, flower pots or wading pools and when outdoors use a mosquito repellent and wear long sleeves and pants.

## CONSENT AGENDA

President Cauley removed Item C from the consent agenda and read all other items as follows:

### Items Recommended by Zoning & Public Safety Committee

- a) Referral to the Plan Commission for Review and Consideration of a Text Amendment to Section 11-604 (Site Plan Review), as it Relates to the Language in the Site Plan Review Process (Omnibus vote)
- b) Referral to the Plan Commission for Review and Consideration of a Text Amendment to Section 9-106(F)9(Signs), as it Relates to Political Signs (Omnibus vote)
- c) Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Article G (Construction of Utility Facilities in Rights of Way), and Title 13 (Telecommunications), Chapters 1 (General Provisions) and 6 (Fees and Compensation), Relative to Installations of Distributed Antenna Systems in Public-Rights-of-Way (Item taken separately) (O2012-36)
- d) Refer to Plan Commission Case A-30-2012 – Major Adjustment to the Approved Plan Development to allow a Music School and Tutoring Service as Permitted Uses at 125 S. Vine; and to Recommend Approval of a Temporary Use to Allow for a Music School and Tutoring Service at 125 S. Vine for a period of time to coincide with the Plan Commission process (Omnibus vote)
- e) Award Bid to Chicago Elevator for Repair to the Police Department Elevator in the Amount not to Exceed \$13,261 (Omnibus vote)
- f) Ordinance to Change the Limited Two Hour Parking Zone on 57<sup>th</sup> Street Between Grant and Madison Streets from the South Side of Street to the North Side of 57<sup>th</sup> Street (Omnibus vote) (O2012-37)
- g) Purchase of Two (2) Zoll Medical, X Series Cardiac Monitors/Defibrillators in the amount of \$52,000 and waiving the competitive bid requirement (Omnibus vote)

Trustee LaPlaca moved to **approve the Consent Agenda, as amended.** Trustee Saigh seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Article G (Construction of Utility Facilities in Rights of Way), and Title 13 (Telecommunications), Chapters 1 (General Provisions) and 6 (Fees and Compensation), Relative to Installations of Distributed Antenna Systems in Public-Rights-of-Way (O2012-36)**

President Cauley recused himself from this item as AT&T is a client of his law firm. He asked Trustee Saigh to explain the matter. Trustee Saigh stated the DAS antennas have been well considered by ZPS and the Plan Commission. It was felt that the Village should have a stronger review and adequate resident input. The Village attorney determined that the Village does, in fact, have standing in a matter like this. The antennas utilize existing telephone poles in all districts of the Village, both residential and commercial. ZPS worked through the language carefully, and Trustee Saigh thanked Attorney Michael Marrs for his help. Three levels of oversight are provided in this ordinance: adequate provision for resident input, Board review, and the ability of ZPS or the Village Board to make a recommendation to the Village Manager. The Village Manager customarily issues permits of this nature. Additionally, a fee for review was also settled on. Trustee Saigh stated that this ordinance gives us standing and allows the Village to work in detail with a vendor in the future. With the rapid development of telecommunication improvements, this is a substantive ordinance to have on the books. Discussion followed regarding AT&T installation plans and the Village Manager's role in the process. Trustee Saigh commented that it is unlikely that the Village Manager would go against a Board recommendation. Trustee LaPlaca moved to approve an **Ordinance Amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Article G (Construction of Utility Facilities in Rights of Way), and Title 13 (Telecommunications), Chapters 1 (General Provisions) and 6 (Fees and Compensation), Relative to Installations of Distributed Antenna Systems in Public-Rights-of-Way**. Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

**ADMINISTRATION AND COMMUNITY AFFAIRS**

**Accounts Payable**

Trustee Haarlow moved **Approval and Payment of the Accounts Payable for the Period of August 4, 2012 through August 31, 2012 in the aggregate amount of**

**\$1,207,268.63 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Elder seconded the motion.**

**AYES:** Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** None

Motion carried.

**Approve Agreement with Bernardi Securities to Act as Underwriter on the Issuance of Special Service Area Bonds**

President Cauley introduced the item explaining that it relates to Special Service Area 13, the Woodlands project bonds. These are not general obligation bonds, and as such are sold through a negotiation process. Spear Financial LLC recommends Bernardi Securities as an underwriter, their fee being 1.2% of the bond issue. Finance Director Langlois stated that those fees are reasonable and he expects the bonds will be sold in November. Trustee Geoga moved to **Approve an Agreement with Bernardi Securities to Act as Underwriter on the Issuance of Special Service Area Bonds**. Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh  
**NAYS:** None  
**ABSTAIN:** None  
**ABSENT:** None

Motion carried.

**ENVIRONMENT AND PUBLIC SERVICES**

No matters before the Board.

**ZONING AND PUBLIC SAFETY**

**Approve a Permit for a Temporary use to allow an Oversized Banner at 120 N. Oak for the period of 8/15/12 through 12/31/12**

The hospital reps were unable to attend the meeting tonight and asked that this matter be put over until the next Board meeting, the Board agreed.

## REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

EPS Chair Trustee LaPlaca stated this committee will meet next Monday. The Washington Street Bridge application has been submitted to IDOT for their review. When comments come back, the working group will meet.

ACA Chair Trustee Geoga commented that the Five Year Capital Plan is working through the process. The Finance Commission has looked at the document and will again.

ZPS Chair Trustee Saigh thanked all involved for their hard work on the DAS antenna matter.

## STAFF REPORTS

No reports.

## CITIZENS' PETITIONS

None.

## TRUSTEE COMMENTS

None.

## ADJOURNMENT

President Cauley asked for a motion to adjourn into Closed Session and not reconvene. Trustee Geoga **moved to adjourn the meeting of September 4, 2012 into Closed Session under 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, and not to reconvene.** Trustee Elder seconded the motion.

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** None

Motion carried.

Meeting adjourned at 8:15 p.m.

ATTEST: \_\_\_\_\_

Christine M. Bruton, Village Clerk

<b>AGENDA SECTION</b> Item #6	<b>ORIGINATING DEPARTMENT</b> Administration
<b>ITEM</b> Collective Bargaining Agreement between Village and Operating Engineers Local 150	<b>APPROVED</b> David C. Cook Village Manager

Attached for the Board’s consideration is the proposed Collective Bargaining Agreement (“CBA”) with Operating Engineers Local 150 which represents 16 members of the Public services Department. In January, the Village received notice of a union petition from the Illinois Labor Board and negotiations on the first CBA began in May with a tentative agreement reached last week.

The CBA was ratified by the union membership on Monday evening. The Village’s bargaining team members believe the CBA is in the best interests of the Village and recommend its approval. If the Board concurs, the following motion would be appropriate.

**Motion: To move approval of a “Collective Bargaining Agreement between the Village of Hinsdale, Illinois and International Union of Operating Engineers, Local 150 Public Services for the contract period of May 1, 2012 through April 30, 2017.**

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
-----------------	-----------------	-----------------	-----------------	---------------------------

**COMMITTEE ACTION:**

**BOARD ACTION:**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**VILLAGE OF HINSDALE, ILLINOIS**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 150  
PUBLIC SERVICES**

**May 1, 2012 through April 30, 2017**



ARTICLE I RECOGNITION/MANAGEMENT RIGHTS.....	- 6 -
Section 1.1. Recognition.....	- 6 -
Section 1.2. New Classifications.....	- 7 -
Section 1.3. Management Rights.....	- 7 -
ARTICLE II UNION RIGHTS.....	- 8 -
Section 2.1. Union Activity During Working Hours.....	- 8 -
Section 2.2. Time off for Union Activities.....	- 9 -
Section 2.3. Bulletin Board.....	- 9 -
ARTICLE III UNION DUES .....	- 9 -
Section 3.1. Dues Deduction.....	- 9 -
Section 3.2. Fair Share.....	- 10 -
Section 3.3. Indemnification.....	- 11 -
Section 3.4. Union’s Duty of Fair Representation.....	- 11 -
ARTICLE IV HOURS OF WORK AND OVERTIME .....	- 12 -
Section 4.1. Purpose.....	- 12 -
Section 4.2. Normal Work Day.....	- 12 -
Section 4.3. Overtime Compensation.....	- 13 -
Section 4.4. Overtime Distribution.....	- 13 -
Section 4.5. Callback.....	- 14 -
Section 4.6. Computer After Hour Duties.....	- 14 -
Section 4.7. Compensatory Time Off.....	- 15 -
Section 4.8. Mandatory Rest Period.....	- 16 -
Section 4.9. No Pyramiding.....	- 16 -
ARTICLE V SENIORITY .....	- 16 -
Section 5.1. Definition of Seniority.....	- 16 -
Section 5.2. Seniority Termination.....	- 16 -
Section 5.3. Seniority List.....	- 17 -
Section 5.4. Probationary Period.....	- 17 -
ARTICLE VI LAYOFF/RECALL .....	- 18 -

Section 6.1. Layoff.....	- 18 -
Section 6.2. Recall. ....	- 19 -
<b>ARTICLE VII DISCIPLINARY PROCEDURES .....</b>	<b>- 19 -</b>
Section 7.1. General Principles.....	- 19 -
Section 7.2. Union Representation.....	- 20 -
Section 7.3. File Inspection.....	- 20 -
<b>ARTICLE VIII GRIEVANCE PROCEDURE.....</b>	<b>- 21 -</b>
Section 8.1. Definition. ....	- 21 -
Section 8.2. Grievance Procedure.....	- 21 -
Section 8.3. Arbitration.....	- 23 -
Section 8.4. Time Limit for Filing/Forms.....	- 24 -
Section 8.5. Union Stewards.....	- 25 -
<b>ARTICLE IX LEAVES .....</b>	<b>- 26 -</b>
Section 9.1. Holidays.....	- 26 -
Section 9.2. Holidays Falling On Weekends.....	- 26 -
Section 9.3. Vacations.....	- 27 -
Section 9.4. Sick Leave.....	- 27 -
Section 9.5. Sick Leave Bank.....	- 28 -
Section 9.6. Payment of Sick Leave Upon Retirement.....	- 29 -
Section 9.7. Jury Leave.....	- 29 -
Section 9.8. Military Leave.....	- 29 -
Section 9.9. Funeral Leave.....	- 29 -
Section 9.10. Discretionary Leaves.....	- 30 -
Section 9.11. Leave for Illness, Injury or Disability.....	- 30 -
Section 9.12. Benefits While on Leave.....	- 31 -
Section 9.13. Non-Employment Elsewhere.....	- 32 -
Section 9.14. Family and Medical Leave.....	- 32 -
Section 9.15. Fitness Examinations.....	- 32 -
<b>ARTICLE X LABOR/MANAGEMENT CONFERENCES.....</b>	<b>- 33 -</b>
Section 10.1. Labor Management and Safety Meetings.....	- 33 -

Section 10.2. Purpose.....	- 33 -
Section 10.3. Safety Issues.....	- 34 -
ARTICLE XI MISCELLANEOUS PROVISIONS.....	- 34 -
Section 11.1. Gender.....	- 34 -
Section 11.2. Uniforms/Tools/Boots.....	- 34 -
Section 11.3. Miscellaneous Benefits. ....	- 35 -
Section 11.4. Commercial Driver’s License/Certifications Reimbursement.....	- 35 -
Section 11.5. Training.....	- 35 -
Section 11.6. Substance Abuse Policy and Testing. ....	- 36 -
Section 11.7. Loss of Driving Privileges. ....	- 36 -
Section 11.8. Light Duty and Part-Time Duty.....	- 37 -
Section 11.9. Village Vehicles.....	- 38 -
Section 11.10. Outside Employment .....	- 38 -
ARTICLE XII SUBCONTRACTING.....	- 38 -
ARTICLE XIII NON-DISCRIMINATION .....	- 39 -
ARTICLE XIV NO STRIKE/NO LOCKOUT.....	- 39 -
Section 14.1. No Strike Commitment.....	- 39 -
Section 14.2. Resumption of Operations and Union Liability.....	- 40 -
Section 14.3. No Lockout. ....	- 40 -
Section 14.4. Judicial Restraint.....	- 40 -
ARTICLE XV POSTING AND FILLING OF VACANCIES.....	- 41 -
ARTICLE XVI INSURANCE.....	- 41 -
Section 16.1. Insurance Coverage.....	- 41 -
Section 16.2. Cost of Insurance. ....	- 41 -
Section 16.3. Cost Containment.....	- 42 -
Section 16.4. Post Employment Health Plan (PEHP).....	- 42 -
Section 16.5. Life Insurance. ....	- 42 -
ARTICLE XVII WAGES.....	- 42 -
Section 17.1. Wage Rates. ....	- 42 -

Section 17.2. Promotions..... - 43 -  
Section 17.3. Longevity..... - 43 -  
ARTICLE XVIII SAVINGS CLAUSE..... - 43 -  
ARTICLE XIX ENTIRE AGREEMENT..... - 44 -  
ARTICLE XX TERMINATION ..... - 44 -

**AGREEMENT BETWEEN  
VILLAGE OF HINSDALE, ILLINOIS**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

**PREAMBLE**

This Agreement entered into by the Village of Hinsdale, Illinois (hereinafter referred to as the “Village” or the “Employer”) and International Union of Operating Engineers, Local 150 (hereinafter referred to as “Local 150” or the “Union”), is in recognition of the Union’s status as the representative of the Village’s Public Services Department employees and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay and conditions of employment applicable to the bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows.

**ARTICLE I  
RECOGNITION/MANAGEMENT RIGHTS**

Section 1.1. Recognition.

The Village recognizes the Union as the sole and exclusive collective bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Village’s Department of Public Services, as certified by the Illinois State Labor Relations Board in No.: S-RC-12-057:

Included: All full-time and regular part-time employees in the Village of Hinsdale's Public Services Department, in the following job classifications: Water/Sewer Supervisor, Crew Workers, Lead Water Operator, Building Maintenance Technician/Crew Worker, Mechanic, Electric Maintenance Mechanic.

Excluded: All other Village employees including but not limited to the Public Services Director, the Assistant Director, Horticulturalist, Roadway Supervisor, Village Forester and Building Maintenance Supervisor, all as supervisory employees, as well as any and all other supervisors, professional employees, short-term employees, managerial employees and confidential employees as defined by the Illinois Public Relations Act, as may be amended.

#### Section 1.2. New Classifications.

If the Village creates and fills a new full-time non-professional position that includes substantially the same work now being done by employees covered by this Agreement, then such new job classification will become a part of the bargaining unit and will be covered by this Agreement. The Parties agree that each will fulfill its requirements under law with respect to negotiations regarding the rate to be paid to the new classifications, although the Village may set the initial rate for and fill the classification pending the outcome of any negotiations with the Union.

#### Section 1.3. Management Rights.

Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various

aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and to change those standards; to assign overtime; to contract and/or subcontract out for goods and services; to determine whether work is to be performed by employees covered by this Agreement or by other employees or non-employees; to use temporary, seasonal, supervisory or other employees as the Village deems appropriate; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend, and/or discharge non-probationary employees for cause; to change or eliminate existing methods, equipment, or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Public Services Department; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## **ARTICLE II UNION RIGHTS**

### **Section 2.1. Union Activity During Working Hours.**

Authorized agents of the Union will be permitted, at reasonable times, to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which employees are working. These agents will be identified to the Director of Public Services and on each occasion will first secure the prior approval of the Director, which approval shall not

be arbitrarily denied, to enter and conduct their business so as not to interfere with the operation of the Village. If such approval is granted, the Director shall designate the area where such business is to be conducted and the period of time provided. The Union will not abuse this privilege.

Section 2.2. Time off for Union Activities.

Employees may use accumulated time off other than sick leave (personal, vacation) for union business, upon proper advance notice to and permission from their supervisor.

Section 2.3. Bulletin Board.

The Village will make available two bulletin boards for the posting of official Union notices, information, or materials of a non-political, non-discriminatory, non-inflammatory nature. The Union shall submit such materials to the Director or his designee for his review before they are posted. The Union will limit the posting of Union notices, information, or materials to the two designated bulletin boards.

**ARTICLE III  
UNION DUES**

Section 3.1. Dues Deduction.

The Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. The Village will send the dues collected under this Section to the Union each month. The actual dues amount to be deducted, as determined by the Union, shall be a fixed dollar amount for each employee in order to ease the Village's burden



of administering this provision. The Union may change the fixed dollar amount twice each fiscal year during the life of this Agreement by giving the Village at least thirty (30) days notice of any such change in the amount of the dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund the employee any amount paid to the Union in error on account of this dues deduction provision.

### Section 3.2. Fair Share.

Employees who do not choose to become members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the date of this Agreement is executed, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors.

It is especially agreed that any dispute concerning the amount of the fair share fee and/or responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

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

### Section 3.3. Indemnification.

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village in complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

### Section 3.4. Union's Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

**ARTICLE IV  
HOURS OF WORK AND OVERTIME**

Section 4.1. Purpose.

The provisions of this Article relating to hours of work and overtime are intended to provide a basis for calculating overtime compensation and are not construed as a guarantee of days or hours of work for any period.

Section 4.2. Normal Work Day.

The normal workday for bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours. Except as set forth herein, the normal hours for bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday, normally including one (1) paid fifteen (15) in the morning and one (1) paid fifteen (15) minute break in the afternoon and a 30 minute unpaid lunch. Employees are allowed up to ten (10) minutes to clean up before the end of the workday. The Village may change the normal start time for employees no earlier than 5:00 am, with at least 48 hours notice to the employee(s). The Village agrees that this change will be infrequent in nature and is used for reasons such as safety purposes and to avoid extreme weather.

The Village may establish temporary work shifts in cases of emergency or where weather or unusual circumstances exist, not to exceed 7 calendar days in duration, and may assign employees to work on the temporary shift according to the skills and classifications needed to complete the work to be performed on the temporary shift.

#### Section 4.3. Overtime Compensation.

The compensation paid employees for overtime work shall be as follows:

- A. A bargaining unit employee shall be paid at one and one-half times his regular hourly rate of pay when required to work in excess of forty (40) hours in a week.
- B. A bargaining unit employee shall be paid at one and one-half times his regular hourly rate of pay when required to work in excess of eight (8) hours in a day.
- C. Time paid shall be counted as "time worked" for purposes of computing overtime compensation under this Section 4.3.
- D. A bargaining unit employee shall be paid at one and half (1.5) times his hourly rate of pay for all hours worked on the actual day of the holiday, in addition to receipt of their holiday pay.

#### Section 4.4. Overtime Distribution.

The Village may require overtime work, and employees may not refuse overtime assignments unless compelling reason is shown. Overtime work will be offered and equitably distributed annually to employees in the job classification in which the need for overtime arises. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If any employee establishes that he/she has not received an overtime opportunity that he/she should have received, the employee shall have first preference to future overtime opportunities until the matter is remedied. The Village reserves the right to assign work normally performed by bargaining unit members to non-bargaining unit persons where, in the reasonable opinion of the Director, such assignment is sound from an operational and/or

economic perspective and is not used to deprive bargaining unit employees of their normal overtime opportunities.

#### Section 4.5. Callback.

A "callback" is defined as an assignment of work which begins outside of an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of two and a half (2.5) hours at such overtime rate of pay for each callback. It is expressly understood that there will be no busy work during callback assignments. If a second call comes in within the two and one half (2.5) hours of the initial callback, the employee will not be paid an additional two and half hours of callback pay, as long as the employee is still at work on the first call. If the employee has finished the first call and has left the Village limits within the two and half hours and a second call comes in, the employee shall be compensated for a separate callback.

#### Section 4.6. Computer After Hour Duties.

Employees assigned by the Director of Public Services or his designee, to work on computer after hour duties, at any time, shall be compensated at a rate of \$200/week. Employees may trade such assignments, so long as they provide advance notice to the Director of Public Services or his designee and receive permission for such trade, which permission may not be arbitrarily denied.

Employees assigned or designated for such duties who are able to respond to notification of a problem and resolve the problem, without physically reporting to a work station, by

electronic technologies including but not limited to SCADA, Combined Sewer Overflow, computer, facsimile machines and telephones shall be compensated for the actual time spent resolving the problem. It is understood that the SCADA laptop shall be logged onto by the employee performing such duties no less than 3 times per day after work hours. It is further understood that assignments to the Combined Sewer Overflow shall normally be made for a one week period, with bargaining unit members receiving at least 66% of such annual assignments.

If an employee is unable to resolve the problem through electronic methods and it is necessary to physically report to an onsite Village facility, then the compensation shall be based on the minimum as defined in Section 4.5 of this Agreement. Time spent in attempting to initially resolve the problem via electronic methods shall be included in the calculation of “total hours worked”; however, travel time shall not be counted as “hours worked”.

#### Section 4.7. Compensatory Time Off.

Employees may receive compensatory time in lieu of overtime pay only if mutually agreed between the employee and the Village. If the parties do not mutually agree, then the employee shall receive pay for any overtime worked. In the event that an employee has compensatory time available, the scheduling of such paid leave time may be approved by the Director or his or her designee. The Village may, in its discretion, cash out some or all of an employee’s accrued and unused compensatory time at any time.

Section 4.8. Mandatory Rest Period.

Unless an Employee agrees otherwise, employees will normally not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period.

Section 4.9. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

**ARTICLE V  
SENIORITY**

Section 5.1. Definition of Seniority.

An employee's seniority shall be the period of the employee's most recent continuous regular full time employment with the Employer.

Section 5.2. Seniority Termination.

An employee shall be terminated and his seniority broken when he:

- (a) Quits; or
- (b) Is discharged for just cause; or
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or
- (d) Retires; or
- (e) Fails to report to work at the conclusion of an authorized leave of absence or vacation; or

(f) Is laid off for a period of one (1) year, or after layoff fails to report for work within five (5) working days after the established date for the employee's return to work;

or

(g) Fails to report to work or notify the Village during an absence of three (3) consecutive workdays or longer.

Employees who establish to the Village's satisfaction that their absence under subsections (e) and (f) or their failure to notify under subsection (g) was clearly due to circumstances beyond their control shall not be terminated under this Section.

#### Section 5.3. Seniority List.

The Employer shall maintain a seniority list which shall be furnished to the Union upon request. It may be updated from time to time, as is needed, to account for new hires, retirees, resignations, and other factors established within this section that would affect seniority. The Village may rely upon such list unless any errors are brought to the Village's attention within ten (10) days of the posting of such list or of any changes posted in the list.

#### Section 5.4. Probationary Period.

The probationary period for all employees covered by this Agreement shall be twelve (12) months in duration. The Village Manager may extend an employee's probationary period for up to three (3) months with notice to the employee and the Union. Unpaid time absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge without



cause or review under the grievance procedure. An employee must obtain their CDL licensure within 6 months of employment, absent unusual circumstances.

## **ARTICLE VI LAYOFF/RECALL**

### Section 6.1. Layoff.

The Village, in its discretion, shall determine whether layoffs or other related actions are necessary. If it is determined that layoffs are necessary, the basis for determining layoffs in a job classification shall be by skill, ability and qualifications. Where skill, ability and qualifications to perform the work are equal between two or more employees, seniority shall control. In the event an employee is selected for layoff pursuant to the procedure set forth above, the employee may exercise the right to bump into an equal or lower paid classification, if any, provided that he has more seniority than the person with the least seniority in that classification, and further provided that he is qualified to perform the duties without training. In this circumstance, the least senior employee in the position will then be laid off pursuant to the procedure set forth above.

Except in an emergency, no layoff or other related action will occur without at least fifteen (15) calendar days' notification to the Union and the employee(s) affected by the layoff. The Village agrees to meet with the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff or other related action, though such meeting shall not be used to delay the layoff.

Section 6.2. Recall.

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff in the work or job classification to be recalled, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given written notice of a recall, which shall be sent to the employee by certified mail. The employee shall notify the Director of Public Services, in writing, of his intention to return within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of mailing of the notice, whichever is less. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice to the employee's last known mailing address, by registered mail, return receipt requested; it being the obligation and responsibility of the employee to provide the Village with his latest mailing address. Recalled employees shall be available to report for work within seven (7) calendar days after their notification of intent to return, unless otherwise instructed by the Village.

**ARTICLE VII  
DISCIPLINARY PROCEDURES**

Section 7.1. General Principles.

Discipline will only be imposed upon post-probationary employees where there exists just cause for such discipline. Disciplinary action or measures may include, among other things, oral reprimand, written reprimand, suspension (with or without pay) and/or discharge. The Village recognizes the basic tenets of progressive discipline and, where appropriate, will follow a policy of progressive discipline for occurrences of disciplinary infractions. Probationary employees may be disciplined without cause and without recourse to the grievance procedure.

Prior to actual imposition of suspension without pay or discharge the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Furthermore, upon request of the employee, a representative of the Union (Steward) shall be allowed to be present during such discussions.

#### Section 7.2. Union Representation.

When an employee is to be interviewed by a manager or supervisor, under circumstances where the employee reasonably believes that such interview is likely to result in discipline upon the employee, the employee may request that a union representative be present during such interview. The Village agrees that an employee who requests such Union representation under such circumstances will not be interviewed until a Union representative is present, but under no circumstances shall the request for the presence of a Union representative be used to delay such interview.

#### Section 7.3. File Inspection.

The Village's personnel files and disciplinary history files (if any) relating to any employee shall be open and available for inspection by the affected employee during his non-working time, upon request made pursuant to the procedures set forth in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et seq. Any alleged violation of this Section 7.3, File Inspection, may be pursued under the Grievance Procedure, but such grievance shall not proceed to the arbitration step. Nothing in this article shall constitute a waiver of any rights provided to an employee by law, nor shall the mere filing of a grievance prohibit an employee from pursuing other remedies to the extent allowed and otherwise as provided by law.

**ARTICLE VIII  
GRIEVANCE PROCEDURE**

Section 8.1. Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 8.2. Grievance Procedure.

A grievance filed against the Village shall be processed in the following manner:

STEP 1: An employee, with or without a Union representative, who has a grievance shall submit a written grievance with his immediate supervisor or his designee(s) within seven (7) calendar days of its occurrence, specifically indicating that the matter is "a grievance" under this Agreement. The grievance shall contain a brief statement of facts. All grievances must be presented to the supervisor no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The supervisor shall then attempt to adjust the matter and shall respond in writing within seven (7) calendar days after such discussion.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Village's Public Services Director ("Director") or designee within seven (7) calendar days after receipt of the Village's answer in Step 1, or within seven (7) calendar days of

the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Union representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Director or designee shall provide a written answer to the grievant within seven (7) calendar days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 to the Village Manager or designee within seven (7) calendar days after receipt of the Village's answer in Step 2, or within seven (7) calendar days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievance believes the grievance was improperly denied at the previous step in the grievance procedure. The Village Manager or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and a Union representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Manager or designee shall provide a written answer to the grievant within seven (7) calendar days following their meeting.

### Section 8.3. Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer as provided to the Union at Step 3:

1. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) business day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in either Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike names from the panel with the party requesting arbitration striking the first two (2) names. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives. The Village and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The Village and the Union retain the right to employ legal counsel.

2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The arbitrator's decision shall be final and binding on the Village, the grievant, the employees covered by this Agreement and the Union, so long as such decision is consistent with the provisions in Paragraph 4, below. More than one

grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

3. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to decide only the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to render decisions on any issue not so submitted or raised. The arbitration shall be without power to render a decision which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Village, the Union, the grievant and the employees covered by this Agreement.

Section 8.4. Time Limit for Filing/Forms.

No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee or Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or Union within the time limits set forth above, it

shall be considered “waived” and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If mutually agreed upon, the parties may waive one or more steps in the grievance procedure.

The written grievance required under this Article shall be on a form which shall be provided by the Union, and approved by the Village. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

Section 8.5. Union Stewards.

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the “Stewards”. The Union will provide written notice to the Director of Public Services to identify the Stewards.



**ARTICLE IX  
LEAVES**

Section 9.1. Holidays.

Recognized holidays under the Agreement are:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
½ Day Christmas Eve  
Christmas Day  
½ Day New Years Eve

1 additional holiday will be designated by the Village Manager prior to January 1<sup>st</sup> each year.

All employees shall receive eight (8) hours pay for each holiday.

Employees who are scheduled to work on a holiday shall additionally be compensated at one and one-half (1.5) their regular rate of pay for all hours worked on said holiday.

All employees shall be entitled to one (1) personal day off with pay to be used in each fiscal year. Requests to use personal leave shall be made at least 24 hours in advance where practical, and may be denied for operational reasons.

Section 9.2. Holidays Falling On Weekends.

When a holiday falls on a Saturday, it will normally be observed on the preceding Friday and when a holiday falls on a Sunday, it will normally be observed on the following Monday unless otherwise determined by the Village. Employees must work their regularly scheduled work day before and after a holiday to qualify for holiday pay, unless on an approved personal,

comp, sick (with a doctor's note if there exists a good faith suspicion of abuse) or vacation day off.

Section 9.3. Vacations.

The following vacation eligibility schedule shall apply to all employees covered by this agreement, based upon completed years of continuous service as follows:

<b>Start of Service Year</b>	<b>Weeks Accrued Per Year</b>	<b>Maximum Accrual*</b>
1 thru 5	2	1.5x
6 <sup>th</sup> thru 10 <sup>th</sup>	3	1.5x
11 <sup>th</sup> thru 19 <sup>th</sup>	4	1.5x
20 <sup>th</sup> plus	5	1.5x

*\*Effective May 1, 2013, employees who are at maximum accrual shall not accrue vacation time until below their maximum accrual.*

A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period. Vacation may be used in increments of two (2) hours or more. Vacation selection shall be by seniority. Upon separation, an employee shall be paid for all unused, accrued vacation time based on the employee's current rate of pay. In the event of the employee's death, compensation for all unused vacation allowances shall be paid to his/her beneficiary.

Section 9.4. Sick Leave.

Sick Leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense, and the parties further agree that the Village shall ferret out sick leave abuse with the Union assisting in

all ways reasonably possible as requested by the Village. A physician's certification may be required by the Director of Public Services for three consecutive sick days or where there exists a good faith suspicion of abuse. Sick leave may be used for the employee's own illness or own medical or dental appointments that cannot be scheduled during non-working hours. Up to 24 hours of sick leave may be used each fiscal year (May 1<sup>st</sup> to April 30<sup>th</sup>) to care for the employee's spouse, children, step-children or parents. Medical certification for the need for this use of sick leave may be required in the same manner as medical certification is required for the employee's own illness. Each employee shall earn sick leave at the rate of one (1) sick day per month.

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence and every day thereafter unless this requirement is waived by the Public Services Director or his designee(s), but no later than 7:00 am unless it is shown that such notification was impossible. Failure to report to work by 7:00 am without calling in sick may result in an unexcused absence which may be considered as absence without pay and may also subject the employee to discipline.

#### Section 9.5. Sick Leave Bank.

Employees covered under this agreement may participate in the Village's Sick Leave Bank per the Village's Personnel Policy which may be amended from time to time by the Village.

Section 9.6. Payment of Sick Leave Upon Retirement.

Employees eligible for retirement shall be compensated for one (1) of every two (2) hours of unused sick leave, up to maximum of 380 hours compensated. Thereafter, employees shall be permitted to use accrued but unused sick leave for the purposes of pension credit towards the Illinois Municipal Retirement Fund (“IMRF”) in accordance with then existing IMRF rules and regulations.

Section 9.7. Jury Leave.

The Village shall compensate employees, at their regular rate of pay, for each day actually spent on jury duty up to one regular days pay. Employees covered by this agreement who are required to serve on a jury shall sign their jury duty checks over to the Village, except employees may keep mileage and parking reimbursements where applicable and as provided by law.

Section 9.8. Military Leave.

Employees shall be eligible for military leave in accordance with applicable state and federal law.

Section 9.9. Funeral Leave.

In the event of death in the immediate family (designated as the employee’s spouse, son or daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents in law, aunt, uncle, grandchildren, son-in-law or daughter-in-law (including step and half relationships) an employee may be granted up to three paid work

days as funeral leave if the employee attends the funeral. Unpaid leave or accrued paid leave beyond such beyond such three work days may be taken may be taken, upon approval of the Director or designee, which approval shall not unreasonably be denied. The Director of Public Services may require verification of the family member's funeral.

Section 9.10. Discretionary Leaves.

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for the leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 9.11. Leave for Illness, Injury or Disability.

- A. In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law, except that for a work-related injury compensable under workers compensation, an employee shall accrue seniority to the extent provided by law.

- B. To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish the Director or designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave the employee shall furnish current medical report(s) as reasonably requested by the Village.

Section 9.12. Benefits While on Leave.

- A. Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-paid leave status. Accumulated length of service shall remain in place during the leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in the Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in his or her previous job, if the leave of absence is not in excess of one (1) year; if the leave is in excess of one (1) year and the job is vacant, the employee will be placed in his previous job, but if the job is not vacant, the employee will be placed in the first available opening in his classification.
- B. If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

- C. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and makes arrangements to pay the entire insurance premium.

Section 9.13. Non-Employment Elsewhere.

A leave of absence without pay under Sections 9.10, 9.11 and 9.14 will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment without prior written approval of the Village. Employees who engage in employment elsewhere during such leave, without the specific prior written permission of the Village, may immediately be terminated by the Village.

Section 9.14. Family and Medical Leave.

The Employer may adopt or modify policies to implement the Family and Medical Leave Act in accordance with what is legally permissible under the Act.

Section 9.15. Fitness Examinations.

If there is a question concerning an employee's fitness for duty, or fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician paid for by the Village.

**ARTICLE X**  
**LABOR/MANAGEMENT CONFERENCES**

Section 10.1. Labor Management and Safety Meetings.

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

- (a) a discussion on the implementation and general administration of this Agreement;  
or
- (b) a sharing of general information of interest to the parties; or
- (c) safety issues; or notifying labor representatives about certain changes in non-bargaining matters which may affect employees.

Section 10.2. Purpose.

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

Attendance at “labor-management or safety meetings” shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes, except as provided in the last sentence below. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance may be



during duty time if mutually agreed between the Director of Public Services or his designee and the Union representative.

Section 10.3. Safety Issues.

No employee shall be required to use any equipment that has been designated by both the Village and the Union as being defective because of a disabling condition unless the disabling condition has been corrected as determined by the Village. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job assignment should be discontinued.

**ARTICLE XI  
MISCELLANEOUS PROVISIONS**

Section 11.1. Gender.

Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

Section 11.2. Uniforms/Tools/Boots.

The Village will maintain a Quartermaster system administered by the Director of Public Services or his designee for uniforms, non-prescription safety glasses and PPE. For employees who require prescription safety glasses, the Village will cover up to \$100 of the cost of the prescription safety glasses per year. The Village will also annually reimburse to each employee up to \$100 now, \$150 effective May 1, 2014, \$200 effective May 1, 2016 for work boots within

30 days upon presentation of a proper receipt for such purposes. Any clothing item provided to employees by the Village must only be worn during working hours and/or when employees are coming directly to or leaving from work. The Village will maintain a policy regarding the purchase and maintenance of tools. The Village may change the policy from time to time in a manner which is not arbitrary and capricious. Employees shall not use Village buildings for personal use nor shall they be allowed to check out tools.

#### Section 11.3. Miscellaneous Benefits.

Bargaining unit employees will be allowed to participate in Village's Employee Assistance Program, Section 125, and deferred compensation plans in the same manner as other employees, as these programs or plans may be changed from time to time by the Village.

#### Section 11.4. Commercial Driver's License/Certifications Reimbursement.

The Village shall reimburse employees the cost of obtaining a Commercial Drivers License and /or certifications when it is required for their position with the Village. Employees must submit proof of payment and request for reimbursement within 90 days.

#### Section 11.5. Training.

The Village is committed to the principle of reasonably training employees subject to the availability of training funds. Training shall be scheduled by the Public Services Director or his designee(s), and employees will attend training sessions as assigned by the Public Services Director or his designee(s). Employees who desire to attend additional programs, conferences, seminars or courses for the purposes of further public services training may submit a request to

the Public Services Director or his designee(s) in writing, with information pertaining to training opportunity desired and its relation to his duties. Upon approval by the Public Services Director or his designee(s) for the time away from work for the training, giving consideration to the needs of the Department and the degree or amount of training that may be derived from a course or program, the Village may pay all or a portion of the necessary tuition or fees for the employee to attend. If the intent of the training is to receive a certificate or license and a passing score on an exam is required, the employee shall make a second attempt to pass the exam if the initial attempt results in failure.

Section 11.6. Substance Abuse Policy and Testing.

A. Employees shall be covered by the substance abuse and testing provisions in Appendix A.

Section 11.7. Loss of Driving Privileges.

It is the policy of the Village to require certain employees to maintain driving privileges for the purpose of their employment. Any restriction upon those privileges constitutes a serious inability to perform the responsibilities of those positions. Employees with restricted driving privileges may be terminated.

It is the individual employee's responsibility to notify the Director of any suspension, revocation or restriction of driving privileges before commencing any work assignment and such notification must be in writing.

Failure to notify the Director promptly of the suspension, revocation or restriction of driving privileges or any changes in driving status constitutes justification for termination. The

Union recognizes that the Village has the authority to conduct unannounced and unscheduled driver's license status checks at any time.

Section 11.8. Light Duty and Part-Time Duty.

The Village may administer a light duty and part-time duty policy under which work opportunities may be made available or work may be ordered in the light duty or part-time duty capacity. Assignments to light duty and part-time duty occur only in cases of illness or disability, and such assignments shall be governed by the Village's policy statement as set forth in the Employee Personnel Policy Manual, as reasonably amended from time to time and except as modified below. Employees who refuse reasonable orders for light duty or part-time assignments, and employees who refuse to undergo physician examination to determine fitness for light duty or part-time duty assignments shall be immediately ineligible for Sick Leave benefits under this Article.

The Village policy referred to above is hereby modified to provide that in the event that the Village's physician determines the employee can perform available light duty work, and the employee's physician disagrees, the Village and the employee shall immediately agree upon a third doctor to examine the employee and render a determination as to whether the employee can perform specific available light-duty activities. The costs of the initial examination by the third doctor shall be shared equally by the parties. The costs of any subsequent examination by the third doctor shall be borne by the party requesting it. If the doctor initially determines that the employee can perform some, but not all, of the offered available duties, the Village may determine, in its own discretion, whether to employ the employee on such modified basis. Any employee who refuses light duty after a third doctor's release to perform such duty and Village

authorization to work shall not be entitled to sick leave benefits during his/her subsequent absence from work and may also be subject to disciplinary action. The foregoing shall not be deemed to be a waiver of any rights an employee may have under the Americans with Disabilities Act or other applicable laws.

Section 11.9. Village Vehicles.

Employees who are required to drive Village vehicles shall abide by all Department and Village regulations governing such vehicle use as such regulations may reasonably be modified from time to time by the Village. No employee will be allowed to take a Village vehicle home, unless directed in writing to do so by the Director of Public Services, which direction may be rescinded by the Director or designee at any time for any reason which is neither arbitrary nor capricious.

Section 11.10. Outside Employment

The Village reserves the right to prohibit outside employment in accordance with the Village's Personnel Policy Manual as it may be changed from time to time.

**ARTICLE XII  
SUBCONTRACTING**

It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment and consistent with the Village's lawful authority under Illinois statutes. Absent emergency, the Village agrees to give thirty (30) days prior notice to the Union and to bargain upon request of the Union over the impact or effects of

any such subcontracting decision, although such notice and impact or effects bargaining obligation shall not be construed as requiring the Village to delay implementation of the subcontracting decision pending the outcome of any such impact or effects bargaining. Furthermore, the Village is under no obligation to provide the Union notice and/or to bargain with the Union regarding any changing or continuation of work the Village now subcontracts or since May 1, 2009 has subcontracted.

### **ARTICLE XIII NON-DISCRIMINATION**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed via ILRB procedures as permitted by law.

### **ARTICLE XIV NO STRIKE/NO LOCKOUT**

#### **Section 14.1. No Strike Commitment.**

Neither the Union nor any of its employees, officers or agents or employees of the Village covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, work to the rule situation, mass absenteeism, picketing, except picketing of a scheduled Board of Trustees meeting, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise

disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 14.2. Resumption of Operations and Union Liability.

In the event of action prohibited by Section 14.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section so long as the Union did not cause, in whole or in part, such improper actions to be taken.

Section 14.3. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a dispute with the Union.

Section 14.4. Judicial Restraint.

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE XV  
POSTING AND FILLING OF VACANCIES**

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so. When vacancies occur in the bargaining unit, the Village will fill those vacancies by employing the most qualified inside or outside applicant. Where the qualification, skill and ability of two (2) or more applicants are equal, the inside applicant with the greater seniority will be selected for the vacancy.

**ARTICLE XVI  
INSURANCE**

Section 16.1. Insurance Coverage.

The Village shall continue to make available to bargaining unit member and their dependents substantially similar group health and hospitalization insurance, and group dental benefits as existed prior to the signing of this Agreement. However, the Village may make changes to the Village's plan, so long as such changes are not made in an arbitrary or capricious manner and so long as it first notifies the Union and offers to discuss such changes. No changes shall be made unless they are made equally for all non-represented Village employees as well.

Section 16.2. Cost of Insurance.

The employee premium contribution will be the same as the premium contributions paid by the non-represented employees of the Village.



Section 16.3. Cost Containment.

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same and the changes are made for all the non-represented employees of the Village.

Section 16.4. Post Employment Health Plan (PEHP)

The Village will establish, administer and maintain a Post Employment Health Plan (PEHP). All bargaining unit employees shall participate in the PEHP. Each employee will annually contribute to the PEHP through payroll deductions the following amounts:

- One (1) percent of base pay.
- The full amount of any sick leave pay-out received upon retirement.

Section 16.5. Life Insurance.

The Village shall continue to provide life insurance protection for each full-time employee covered by this Agreement in an amount equal to one and three-quarters (1-3/4) times the annual salary of the Employee, to a maximum coverage of \$200,000.00.

**ARTICLE XVII  
WAGES**

Section 17.1. Wage Rates.

Employees shall be paid, at a minimum, in accordance with the wage rates in Appendix B.

Section 17.2. Promotions.

All employees who are promoted within the bargaining unit prior to May 1, 2014, shall receive no less than a 5% increase in their hourly base rate of pay. After May 1, 2014, any employee who is promoted shall move to the next highest step of the classification to which he was promoted that would result in no less than a 5% raise.

Section 17.3. Longevity.

Each full-time employee with at least ten (10) years of service and who is employed by the Village on November 1 of the year of eligibility is eligible for longevity pay in accordance with the following non-cumulative schedule:

<b>YEARS OF SERVICE COMPLETED AS OF NOVEMBER 1</b>	<b>LONGEVITY PAY</b>
10 through 14 years	\$600
15 through 19 years	\$700
More than 20 years	\$800

An eligible employee shall receive his longevity pay in one lump sum separate from, and in addition, to the employee's base pay. The longevity pay shall be considered in the calculation of overtime earnings or other benefits.

**ARTICLE XVIII  
SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to

immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XIX  
ENTIRE AGREEMENT**

This Agreement, upon ratification, cancels and supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, unless otherwise expressly provided in this Agreement. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. During the term of this Agreement, the parties agree that the Village may take reasonable steps to comply with the provisions of the Americans with Disabilities Act.

**ARTICLE XX  
TERMINATION**

This Agreement shall be effective from the day after it is executed by both parties and shall remain in effect until 11:59 p.m. on the 30th day of April 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least

one hundred twenty (120) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date, unless otherwise agreed by the parties. This Agreement may be terminated by either party upon ten (10) days written notice to the other, so long as such notice is provided after the stated expiration date of the agreement.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2012.

VILLAGE OF HINSDALE

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150

\_\_\_\_\_  
Thomas Cauley  
Village President

\_\_\_\_\_  
James M. Sweeney  
President-Business Manager

\_\_\_\_\_  
David Cook  
Village Manager

\_\_\_\_\_  
Kenneth E. Edwards  
Field Attorney/Organizer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A  
DRUG AND ALCOHOL POLICY**

**I. PROHIBITIONS**

**A. Prohibited Alcohol-Related Conduct**

An employee shall not:

1. Use alcohol on duty or while performing a safety sensitive function.
2. Be in possession of alcohol while on duty or performing a safety-sensitive function.
3. Have a prohibited breath alcohol concentration or be adversely impacted by alcohol just before, while on duty or while performing a safety-sensitive function.
4. Use alcohol during the four (4) hours before going on duty or performing a safety-sensitive function.
5. Use alcohol within eight (8) hours following an accident requiring a breath-alcohol test, or until tested.
6. Refuse to cooperate with or submit to a required alcohol test.

**B. Prohibited Drug-Related Conduct**

An employee shall not:

1. Use any controlled substances, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safety.
2. Be in possession of any unauthorized controlled substance.
3. Report for duty while under the influence of or impaired from any prescribed therapeutic drug or controlled substance.
4. Buy, sell, manufacture or dispense any controlled substance on or off duty.
5. Refuse to cooperate on or submit to a required controlled substances test.

**C. Reporting Requirements for Prescribed Controlled Substances**

1. Any employee who takes prescribed medication must inquire of his/her treating physician whether the controlled substance would adversely affect his/her ability to perform the duties of his position safely.
2. If the employee is scheduled to work and the medication (prescribed or over-the-counter) in use will adversely affect the employee's ability to safely perform his job, he must promptly disclose any work restrictions to

his supervisor.

## **II. CATEGORIES OF TESTING**

### **A. Pre-Employment**

1. Applicants must pass a drug test before beginning employment. New drivers and applicants must authorize prior employer(s) to disclose positive test results and refusals to cooperate.

### **B. Post-Accident Testing**

1. May be conducted when a bargaining unit employee is involved in an accident on duty or on Village property, and there is a reasonable possibility that:
  - a. The accident involved the loss of life; or
  - b. The employee was or will be issued a citation for a moving traffic violation arising from an accident that included:
    - (1) Injury requiring medical treatment away from the scene; or
    - (2) One or more vehicles having to be towed from the scene.
  - c. The employee appears to have caused or contributed to the accident that damages a vehicle, machinery or equipment or results in an injury requiring first aid.
2. Post-Accident Alcohol Testing
  - a. Whenever possible, post-accident alcohol testing will be conducted within two (2) hours of the accident. An employee must notify his supervisor immediately after any accident.
  - b. If testing is not administered within two (2) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.
3. Post-Accident Drug Testing
  - a. Post-accident drug testing must be conducted within thirty-two (32) hours after the accident. An employee must notify his supervisor immediately after any accident.

- b. If testing is not administered within thirty-two (32) hours of the accident, the Village must prepare and maintain a record stating the reason the test was not promptly administered.

### **C. Random Testing**

Drug and/or alcohol testing may be conducted throughout the year on a random, unannounced basis according to the following guidelines:

1. Period of Testing
  - a. Employees are subject to unannounced random drug testing during all periods on duty, including call-outs and overtime, and are subject to unannounced random alcohol testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.
  - b. The Village will not require employees to come in for a call-out assignment for the sole purpose of random testing.
2. Frequency
  - a. The minimum annual percentage rate in each year will be determined by the rate set by the Department of Transportation (hereinafter "DOT") Regulations.
3. Selection
  - a. The procedure used to determine which employees are subject to random drug or alcohol testing in a given year shall ensure that each bargaining unit employee has an equal chance of being selected.
  - b. Should disputes arise regarding the random selection process, the Personnel Officer for the Village shall meet with a representative of Local 150 (not a bargaining unit member) and explain the methodology used.

#### **D. Reasonable Suspicion Testing**

Conducted when a supervisor reasonably suspects an employee is under the influence of or impaired by alcohol, drugs, or a combination of alcohol and drugs, or is otherwise in violation of the foregoing prohibitions according to the following guidelines:

1. A supervisor's determination that reasonable suspicion exists shall be based on observable phenomena, such as direct observation of use, contemporaneous observations or based upon information provided by an identifiable, reliable source concerning the appearance, behavior, speech or body odors of the employee; or
2. The supervisor(s) will provide the employee with notice setting forth the basic facts forming the basis for any drug or alcohol test within seventy-two hours (72) hours of the test.
3. When testing is ordered, the employee must be removed from duty pending the test results.

#### **E. Return to Duty Testing**

1. After engaging in prohibited alcohol conduct, an employee may not return to duty until he takes a return to duty breath alcohol test with a result indicating an alcohol concentration of less than 0.02. The cost of any return to duty test shall be borne by the employee.
2. After engaging in prohibited controlled substances conduct, an employee may not return to duty until he takes a return to duty urine drug test with a verified negative result for controlled substances use. The cost of any return to duty test shall be borne by the employee.

#### **F. Follow-Up Testing**

1. If returned, the employee is subject to at least six (6) unannounced follow-up tests during the first twelve (12) months after he returns to duty and may be tested for up to five (5) years, as determined by the SAP.

**THESE TESTS ARE ALL MANDATORY**

### **III. TESTING PROCEDURES**

#### **A. Drug Testing Procedures**

1. Collection Site



- a. Once a drug test is announced, the employee will have to provide a urine specimen at a Village designated facility. The employee shall be driven or sent directly to the collection site, at the Village's discretion.
- b. Upon arrival, the employee shall verify his identity and will be provided with a DOT Custody and Control form that the employee must sign.
- c. Before testing, an employee shall be shown a sealed container, which shall be unwrapped in front of him.
- d. An employee shall be afforded a private area to provide a urine specimen, except as provided in f. below. This area shall be equipped with a toilet, and shall be secured to prevent adulteration or dilution.
- e. Once an employee has provided a urine sample in the collection container, he shall hand it to the collection person. The collection person, in the presence of the employee, shall then pour the urine into two (2) specimen bottles. At least thirty (30) milliliters must be poured into the primary specimen bottle, and fifteen (15) milliliters into the split specimen bottle. The bottles shall be sealed and labeled by the collection person and initialed by the employee. The employee must also complete his portion of the DOT Custody and Control form.
- f. If an employee of the testing facility believes that an employee is attempting to obstruct the collection process or may submit an altered, adulterated or substitute specimen, prior specimens have been abnormal (e.g., the specimen was inconsistent with the oral body temperature, the employee was unable to provide a sufficient specimen or other occurrences of a like nature) or the employee has previously failed a test, an observed specimen may be collected.
- g. The Village may require an employee to submit to a blood test, in lieu of a urine test, if the employee is unable to submit to the requisite urine test.

## 2. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician designated by the Village as the person responsible for receiving laboratory results generated by the Village's drug testing program.

## 3. Laboratory Analysis

- a. Analysis of a primary urine specimen shall be performed at a laboratory certified and monitored by the Department of Health and Human Services (DHHS).
- b. The lab will check the specimen to see if it has been altered, diluted or adulterated. If the specimen appears normal, the lab will run a test on it.
- c. The laboratory shall analyze the primary specimen with an Enzyme Multiple Immunoassay Test (EMIT) or some other screen test allowed by DHHS for employees required to have CDLs.
- d. Positive screens shall be confirmed by the Gas Chromatography/Mass Spectrometer (GC/MS) method.

4. Primary Specimen Test Results

a. Negative Test Results

If the result of the test of the primary specimen is negative, the MRO shall promptly report a negative test to the Village.

b. Positive Test Results

- 1) Test results shall be sent to the MRO. Drug test results reported positive by the laboratory shall not be deemed positive or disseminated to the Village until they are reviewed by the MRO.
- 2) If the result of the test of the primary specimen is positive, the MRO shall contact the employee and give the employee an opportunity to establish an alternative medical explanation for the positive test result. Employees must cooperate with the MRO. If not, the Village will be contacted and the employee may be removed from duty.
  - (i) If the MRO determines that the positive result was caused by the legitimate medical use of the prohibited drug, or that the positive result was otherwise in error, the MRO shall report the drug test result as negative.
  - (ii) If the MRO determines that there is no alternative medical or other explanation for the positive test result, the MRO shall inform the employee. The employee has seventy-two (72) hours in which to request a confirmation test of the split specimen, and inform the Employer that the driver should be

removed from service. If the employee has not contacted the MRO within seventy-two (72) hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the positive test result, or other unavoidable circumstances prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within seventy-two (72) hours, the MRO shall direct that analysis of the split specimen be performed.

- (iii) The MRO shall inform the Village of the positive test result. The employee will be removed from duty pending the result of any split sample analysis.

5. Confirmation/Split Specimen Test

- a. If within seventy-two (72) hours of notification of the positive result by the MRO, the employee requests that the split specimen test be conducted, the MRO will give written notice to the primary specimen laboratory to forward the split sample to a second federally certified laboratory.
- b. Waived or Positive Confirmation Test
  - 1) If the employee waives his right to a confirmation/split specimen test, or if the confirmation/split specimen test is positive, the MRO shall report a verified positive test to the Village.
  - 2) Upon receiving the results of the positive test, the Village shall promptly notify the employee.
- c. Split Specimen Test Cost/Use

If the employee requests that an alternative test be undertaken, it shall be conducted at the employee's expense. The results of such test may be admitted into evidence at any disciplinary hearing on the issue of prohibited drug use, at the employee's discretion.

6. Inability to Provide Adequate Sample

- a. If an employee is unable to provide a urine sample of forty-five milliliters the specimen will be discarded, the employee shall be offered additional drinking water and allowed additional time before being required to provide another urine specimen. The

amount of fluids the employee is given and the amount of time he/she is allowed shall follow federal D.O.T. rules.

- b. If the employee is still unable to provide an adequate sample, testing shall be discontinued and the MRO shall refer the employee for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is legitimate.
  - 1) The employee shall be removed from duty until this determination is made.
  - 2) If there is no verification that inability to provide an adequate sample was legitimate, the employee will be deemed to have refused to test.
  - 3) If the inability to provide an adequate sample was legitimate, the Village will pay for the cost of the medical examination.

## **B. Alcohol Testing Procedures**

### **1. Screening Test**

- a. If an employee is subject to alcohol testing, he will be sent or driven to a Village designated facility, at the Village's discretion. The employee must verify his identity and complete the DOT Breath Testing form.
- b. All breath alcohol testing shall be conducted through use of an Evidential Breath Testing (EBT) device, in accordance with FHA rules and DOT regulations.
- c. Only a Breath Alcohol Technician (BAT), trained in accordance with DOT regulations, shall conduct testing with an EBT. Supervisors of bargaining unit employees shall not serve as BATs.
- d. Testing Site
  - 1) Testing shall be conducted in a private setting.
  - 2) Before testing begins, the BAT shall explain the testing procedure to the employee.
  - 3) An individually-sealed mouthpiece shall be opened in view of the employee. The mouthpiece shall then be attached to the EBT.

- 4) The employee will be required to exhale until the BAT tells the employee to stop.
  - 5) Once testing is complete, the BAT shall show the results to the employee.
- e. Screening Test
- 1) If the result of the screening test is less than 0.02 percent alcohol concentration, the result is negative and no further testing shall be done.
  - 2) If the result of the screening test is an alcohol concentration of 0.02 percent or greater, a confirmation test shall be performed.

2. Confirmation Test

- a. When required, the confirmation test shall be performed not less than fifteen (15) minutes nor greater than twenty (20) minutes after completion of the screening test. During the waiting period the employee must not put anything into his mouth or belch.
- b. If the result of the confirmation test is 0.02 percent alcohol concentration or greater, the Village will be notified.

3. Inability to Provide an Adequate Amount of Breath

- a. If an employee is unable to provide an adequate amount of breath, the Village will direct the employee to see a licensed physician.
- b. The employee will be removed from duty until he is evaluated.
- c. The physician shall examine the employee to determine whether the employee's inability could have been caused by a medical condition.
- d. If the physician determines, in his or her reasonable medical judgment, that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee shall not be deemed to have refused to take the test and the Village will pay for the cost of the medical examination.
- e. If the physician is unable to make this determination, the employee shall be deemed to have refused to take the test.

4. The Village may require an employee to submit to a blood test in lieu of a breath test, if the employee is unable to submit to the requisite breath test.

#### **IV. CONSEQUENCES OF POSITIVE TEST RESULTS**

##### **A. Confirmed Breath Alcohol Test Result of 0.02 or More or Other Prohibited Alcohol Conduct**

1. An employee with a breath alcohol concentration result of 0.02 or more, or who otherwise violates the alcohol rules set forth above, shall be immediately removed from duty, advised of resources for excessive alcohol problems, referred to the SAP and may be suspended without pay pending discipline for just cause.
2. If, for some reason, the employee is not discharged and is returned to duty, he will not be allowed to do so until he:
  - a. Is evaluated by the Substance Abuse Professional (SAP); and
  - b. Complies with and satisfactorily completes any treatment program recommended by the SAP and approved by the Village; and
  - c. Completes the return to duty testing requirements set forth above with a breath alcohol content of less than 0.02 and negative for controlled substances.

##### **C. Confirmed Positive Urine Drug Test**

1. An employee who tests positive for any controlled substance, or who has otherwise violated the substance abuse rules set forth above, shall be immediately removed from duty, advised of resources for evaluating drug problems, referred to the SAP and suspended without pay pending discipline for just cause. In addition, the employee will not be paid for the period of time he was removed from duty.\*
2. If, for some reason, the employee is not discharged and is returned to duty, he will not be allowed to do so until he:
  - a. Is evaluated by the Substance Abuse Professional (SAP); and

- b. Complies with and satisfactorily completes any treatment program recommended by the SAP and approved by the Village; and
- c. Completes the return to duty testing requirements set forth above with a negative result.

**D. Refusal to Cooperate or Test**

Any employee who fails to cooperate or refuses to undergo required testing, as set forth in this policy, shall be considered as having tested positive and, shall be immediately removed from duty and discharged.

**E. Discipline**

Any discipline imposed on a non-probationary employee pursuant to this Drug and Alcohol Policy will be subject to the Discipline and Grievance and Arbitration provisions of the Labor Agreement.

**F. Applicants**

Applicants who fail or refuse to cooperate in a pre-employment test will not be hired.

**V. CONFIDENTIALITY OF RECORDS**

All drug and alcohol test results and records shall be maintained under confidentiality to the fullest extent permitted by law. Supervisors may be informed on a need to know basis of the results of such tests.

**A. Employee Entitled to Information**

Upon written request, the employee shall be promptly furnished with copies of any and all records pertaining to his/her alcohol and/or drug test results, including any records related to conducted tests. The employee's access to the records shall be contingent upon payment for the records.

**B. Conditions Under Which the Employer Will Release Records**

1. To the employee, upon written request.
2. When requested by federal or state agencies or courts with jurisdiction.
3. To a subsequent employer pursuant to written consent of the former employee.
4. In a grievance, arbitration, litigation, or administrative proceeding arising from a positive test result, violation of other Village rules or employee initiated action.

## **VI. EMPLOYEE ASSISTANCE**

### **A. Voluntary Referral**

#### **1. Before Testing/Misconduct**

- a. An employee who voluntarily refers himself to a drug or alcohol treatment program before being ordered to submit to a random, reasonable suspicion or post-accident drug or alcohol test, and before engaging in the conduct that formed the basis of the reasonable suspicion or post-accident test, shall not be subject to discipline (for a positive test result). The foregoing shall only be applicable the first time an employee requests assistance and does not insulate the employee from discipline for violation of other Village rules, performance or attendance standards, failure to fulfill obligations, conditions, or testing under the treatment program or future violations of Village rules.
- b. Any bargaining unit employee who has voluntarily referred himself for treatment shall be subject to the same conditions, including the testing procedures, as an employee who has tested positive for drug and alcohol use.
- c. The employee shall be returned to regular work duties only on satisfactorily completing treatment as determined by the Village, the recommendation of an SAP acceptable to the Village and successful completion of a return to duty medical exam satisfactory to the Village.

### **B. Confidentiality of Referral**

All EAP referrals shall be kept confidential between the Village, employee and treating agency.

### **C. Rehabilitative Leave of Absence**

While undergoing treatment, the employee shall be relieved of duty and may use any accrued leave (e.g. sick, vacation, personal, etc.) for the purpose of rehabilitation of a drug and/or alcohol problem.

If an employee has exhausted all paid leave, the employee may request an unpaid leave of absence for the period necessary to complete treatment of the employee's drug and/or alcohol problem.

### **D. Cost of Program**

The cost of said program, to the extent such treatment is not covered by the employee's health insurance, shall be borne by the employee.



**VII. DEFINITIONS:**

“Alcohol” means any low-weight alcohol such as ethyl, methyl or isopropyl alcohol. (The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.)

“BAT” means an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (“EBT”).

“Controlled Substance or Drug” shall mean any controlled substance listed in (720 ILCS 550/1 et seq. and 720 ILCS 570/100 et seq.), known as the Controlled Substances Act, for which the person tested does not submit a valid predated prescription. Thus, the term “drugs” and/or “controlled substance” includes both abused prescription medications and illegal drugs. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act, but which have adverse effects on perception, judgment, memory or coordination.

A partial listing of drugs covered by this Policy are:

Opium	Methaqualone	Psilocybin-Psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

“Medical Review Officer (MRO)” means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the Village’s drug and alcohol testing policy who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his or her medical history and any other relevant biomedical information.

“Substance Abuse Professional (SAP)” is a substance abuse professional who, if you test positive, will decide whether you need help with a drug or alcohol problem, whether you have properly followed any program prescribed for you and can return to duty, and when you have to take follow-up tests. The SAP can also help you with drug-alcohol problems.

**APPENDIX B  
WAGE SCHEDULE 5/1/12 - 4/30/17**

**1-May-12**

2.5% COLA effective 5/1/12 for all employees employed at time contract is signed  
40 Hour Workweek effective payperiod after ratification

**1-May-13**

2% COLA effective 5/1/13  
40 Hour Workweek continues

**01-May-14**

**Hourly**

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
Water/Sewer Supr	\$29.04	\$29.84	\$30.66	\$31.50	\$32.37	\$33.26	\$34.17	\$35.11	\$36.08	\$37.07	\$38.09	\$39.14	\$40.22	\$41.33	\$42.47
Lead Water Operator	\$25.98	\$26.69	\$27.42	\$28.17	\$28.94	\$29.74	\$30.56	\$31.40	\$32.26	\$33.15	\$34.06	\$35.00	\$35.96	\$36.95	\$37.97
Mechanic/Elec Maint Mech	\$25.93	\$26.64	\$27.37	\$28.12	\$28.89	\$29.68	\$30.50	\$31.34	\$32.20	\$33.09	\$34.00	\$34.94	\$35.90	\$36.89	\$37.90
Crew Workers	\$22.27	\$22.88	\$23.51	\$24.16	\$24.82	\$25.50	\$26.20	\$26.92	\$27.66	\$28.42	\$29.20	\$30.00	\$30.83	\$31.68	\$32.55

*Employees slot in closest but higher step on 5/1/14*

**01-May-15**

**Hourly**

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
Water/Sewer Supr	\$29.62	\$30.43	\$31.27	\$32.13	\$33.01	\$33.92	\$34.85	\$35.81	\$36.79	\$37.80	\$38.84	\$39.91	\$41.01	\$42.14	\$43.30
Lead Water Operator	\$26.50	\$27.23	\$27.98	\$28.75	\$29.54	\$30.35	\$31.18	\$32.04	\$32.92	\$33.83	\$34.76	\$35.72	\$36.70	\$37.71	\$38.75
Mechanic/Elec Maint Mech	\$26.45	\$27.18	\$27.93	\$28.70	\$29.49	\$30.30	\$31.13	\$31.99	\$32.87	\$33.77	\$34.70	\$35.65	\$36.63	\$37.64	\$38.68
Crew Workers	\$22.72	\$23.34	\$23.98	\$24.64	\$25.32	\$26.02	\$26.74	\$27.48	\$28.24	\$29.02	\$29.82	\$30.64	\$31.48	\$32.35	\$33.24

1.02 COLA

**01-May-16**

**Hourly**

<b>POSITION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
Water/Sewer Supr	\$30.21	\$31.04	\$31.89	\$32.77	\$33.67	\$34.60	\$35.55	\$36.53	\$37.53	\$38.56	\$39.62	\$40.71	\$41.83	\$42.98	\$44.16
Lead Water Operator	\$27.03	\$27.77	\$28.53	\$29.31	\$30.12	\$30.95	\$31.80	\$32.67	\$33.57	\$34.49	\$35.44	\$36.41	\$37.41	\$38.44	\$39.50
Mechanic/Elec Maint Mech	\$26.98	\$27.72	\$28.48	\$29.26	\$30.06	\$30.89	\$31.74	\$32.61	\$33.51	\$34.43	\$35.38	\$36.35	\$37.35	\$38.38	\$39.44
Crew Workers	\$23.17	\$23.81	\$24.46	\$25.13	\$25.82	\$26.53	\$27.26	\$28.01	\$28.78	\$29.57	\$30.38	\$31.22	\$32.08	\$32.96	\$33.87

1.02 COLA

**APPENDIX B  
VILLAGE OF HINSDALE/LOCAL 150 AGREEMENT  
STEP PLAN SLOTING**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>TITLE</b>	<b>CURRENT HOURLY</b>	<b>2.5% COLA 5/1/12 HOURLY</b>	<b>2% COLA 5/1/13 HOURLY</b>	<b>5/1/14 STEP PLAN STEP</b>	<b>HOURLY</b>
Simon	Jim	Crew Worker	\$20.74	\$21.26	\$21.69	1	\$22.27
Siciliano	Daniel	Crew Worker	\$20.74	\$21.26	\$21.69	1	\$22.27
Phenegar	Wes	Crew Worker	\$22.26	\$22.82	\$23.28	3	\$23.51
Bossert	Richard	Crew Worker	\$23.21	\$23.79	\$24.27	5	\$24.82
Nikischer Jr	Ralph	Crew Worker	\$24.73	\$25.35	\$25.86	7	\$26.20
Henehan	Mike	Crew Worker	\$24.55	\$25.16	\$25.66	7	\$26.20
Medina	Jose	Crew Worker	\$24.55	\$25.16	\$25.66	7	\$26.20
Kucik	Mark	Crew Worker	\$22.86	\$23.43	\$23.90	4	\$24.16
Williams	Dan	Crew Worker	\$25.96	\$26.61	\$27.14	9	\$27.66
Sedlacek	James	Crew Worker	\$30.15	\$30.91	\$31.53	14	\$31.68
Kasperski	Eric	Crew Worker	\$30.15	\$30.91	\$31.53	14	\$31.68
Miller	Don	Crew Worker	\$30.15	\$30.91	\$31.53	14	\$31.68
Marin	Juan	Electrical Maint Mech	\$28.40	\$29.11	\$29.69	7	\$30.50
Pelkowski	Mark	Lead Operator	\$35.95	\$36.85	\$37.59	15	\$37.97
Johnson	Shawn	Mechanic	\$30.86	\$31.63	\$32.26	10	\$33.09
Zobjeck, Jr	Ralph	Water/Sewer Supervisor	\$44.27	\$45.38	\$46.29	Frozen	\$46.29

**REQUEST FOR BOARD ACTION**

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT</b> <b>Community Development</b>
<b>ITEM</b> Cases A-17-2012 <i>and</i> A-18-2012– Applicant: Daily Spark Hinsdale, Inc. – Request: Text Amendment to Section 5-105 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses and a Special Use at 777 N. York to Allow a Fitness Facility.	<b>APPROVAL</b>

The Applicant, Daily Spark Hinsdale, Inc., has submitted an application to amend Article V (Business Districts), Section 5-105 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses. The applicant has also submitted the necessary Special Use permit application to operate a fitness facility at 777 N. York Road (A-18-2012).

The applicant is requesting the text amendment along with a special use permit, which if approved would allow them to operate the business at the subject property. The B-2 and B-3 Districts currently allow fitness facilities as special uses (only permitted above the first floor in the B-2). According to the applicant’s submittal, they feel that the requested use for a fitness facility is not only appropriate for the B-1 District, but also for this site specifically. The proposed process would allow the Plan Commission and Village Board to hear all cases independently and establish the appropriateness of the use based on the location and the individual circumstances of the property in question.

Below is draft language proposed by the applicant that would amend the Zoning Code so that Fitness Facilities (7991) would be Special Uses in the B-1 Community Business District:

**Section 5-105 Special Uses**

C. Services:

Physical fitness facilities (7991), but not on the first floor of any structure in the B-2 District.

	B-1	B-2	B-3
	S	S	S

At the Plan Commission meeting of July 11, 2012, it was recommended unanimously (7-0), that the text amendment to Section 5-105 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses and a Special Use at 777 N. York to Allow a Fitness Facility, be approved.

Attached are the draft findings and recommendations from the Plan Commission and the ordinances for both requests.

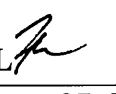
**Please note that the approved Findings and Recommendations will not be available until the day of the meeting due to the fact that the Plan Commission does not meet until the day before the Board.**

**MOTIONS:**

**Move that the Board of Trustees approve an “Ordinance Amending Article V (Business Districts), Section 5-105 (Special Uses) of the Village of Hinsdale Zoning Code, to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses”. And ;**

**Move that the Board of Trustees approve an “Ordinance Approving a Special Use Permit for a Fitness Facility at the Property Located at 777 N. York Road.”**

APPROVAL 

APPROVAL 

APPROVAL

APPROVAL

MANAGER'S  
APPROVAL 

**COMMITTEE ACTION:** On August 27, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

**BOARD ACTION:**

VILLAGE OF HINSDALE

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

**AN ORDINANCE AMENDING THE TEXT OF ARTICLE V ("BUSINESS DISTRICTS"),  
SECTION 5-105 ("SPECIAL USES") OF THE HINSDALE ZONING CODE AS IT RELATES  
TO SPECIAL USES FOR PHYSICAL FITNESS FACILITIES**

**WHEREAS**, Daily Spark Hinsdale, Inc. (the "Petitioner") has filed an application pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 5-103 of the Zoning Code to allow physical fitness facilities as special uses in the B-1 Community Business Zoning District (the "Application"); and

**WHEREAS**, the Village's Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code, as amended; and

**WHEREAS**, on July 11, 2012, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of 7 in favor, 0 against and 2 absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-17-2012 ("Findings and Recommendation"); and

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

**WHEREAS**, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and all of the facts and circumstances affecting the Application.

**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:** Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

**Section 2: Findings.** The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the proposed text amendment set forth below is demanded by and required for the public good.

**Section 3: Amendment.** Article V (Business Districts), Section 5-105 (Special Uses) of the Hinsdale Zoning Code be and is hereby amended to allow physical fitness facilities as a special use in B-1 Community Business Zoning Districts by amending subsection C.11. to read as follows:

	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>
<b>11. Physical fitness facilities (7991), but not on the first floor of any structure in the B-2 District.</b>	<b>§</b>	<b>S</b>	<b>S</b>

**Section 4: Severability and Repeal of Inconsistent Ordinances.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 5: Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2012.

---

Thomas K. Cauley, Jr., Village President

ATTEST:

---

Christine M. Bruton, Village Clerk



**DRAFT**

**HINSDALE PLAN COMMISSION**

**RE: Case A-17-2012 - Applicant: Daily Spark Hinsdale, Inc. – Request: Text Amendment to Section 5-105 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses**

**DATE OF PLAN COMMISSION REVIEW: July 11, 2012**

**DATE OF ZONING & PUBLIC SAFETY REVIEW: August 27, 2012**

**FINDINGS AND RECOMMENDATION**

**I. FINDINGS**

1. The Applicant, Daily Spark Hinsdale, Inc., submitted an application to amend Article V (Business Districts), Section 5-105 (Special Uses), to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses.
2. The Plan Commission heard a presentation from the applicant regarding the proposed text amendment at the Plan Commission meeting of July 11, 2012.
3. Certain Commissioners expressed some concern with the number of text amendments that have come before them that promoted service oriented uses in the business districts, and their ability to appropriately generate sales tax.
4. While general concerns were expressed, the Commissioners agreed that this specific request was appropriate, especially considering that the proposed request made fitness facilities special uses providing them some discretion on the appropriateness of each request individually.
5. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments. Specifically, the Plan Commission, having found that the proposed text amendment is, among other things, consistent with the purposes of the Zoning Code, and that a community need and desire for Fitness Facilities at various locations within the Village exists, finds the proposed amendment to be demanded for the public good.

**II. RECOMMENDATIONS**

The Village of Hinsdale Plan Commission, by a vote of seven (7) “Ayes”, zero (0) “Nays” and two (2) “Absent” recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed.

THE HINSDALE PLAN COMMISSION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

VILLAGE OF HINSDALE

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

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PHYSICAL FITNESS FACILITY IN THE B-1 COMMUNITY BUSINESS ZONING DISTRICT AT 777 N. YORK ROAD  
(Plan Commission Case No. A-18-2012)**

**WHEREAS**, an application seeking a special use permit to operate a physical fitness facility at 777 N. York Road, Hinsdale, Illinois (the "Subject Property"), in the B-1 Community Business Zoning District, was filed by Petitioner Daily Spark Hinsdale, Inc. with the Village of Hinsdale; and

**WHEREAS**, physical fitness facilities are permitted as special uses in the B-1 Community Business Zoning Districts pursuant to a recently adopted text amendment to the Hinsdale Zoning Code ("Zoning Code"); and

**WHEREAS**, the Subject Property, which is part of Gateway Square, a retail center, is legally described in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

**WHEREAS**, on July 11, 2012, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean* on June 21, 2012, in accordance with Illinois law, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of 7 in favor, 0 against and 2 absent, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-18-2012 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B**; and

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

**WHEREAS**, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission,

recommendation of the Zoning and Public Safety Committee and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

**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:** Incorporation. The foregoing recitals are incorporated into this Section 1 by reference as findings of the President and Board of Trustees;

**Section 2:** Approval of Special Use for a Physical Fitness Facility. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a special use permit for a physical fitness facility in the B-1 Community Business Zoning District on the Subject Property located at 777 N. York Road, legally described in **Exhibit A**.

**Section 3:** Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

**Section 4:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 5:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

ATTEST:

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

## EXHIBIT A

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

COMMONLY KNOWN AS: 777 N. YORK ROAD, HINSDALE, ILLINOIS

PINS: 09-01-209-007, -010, -011, -031, and -032

**DRAFT**

**HINSDALE PLAN COMMISSION**

**Re: Case A-18-2012 – Daily Spark Hinsdale, Inc. – 777 N. York Road - Request: Special Use Permit to Operate a Fitness Facility**

**DATE OF PLAN COMMISSION REVIEW: July 11, 2012**

**DATE OF ZONING & PUBLIC SAFETY REVIEW: August 27, 2012**

**FINDINGS AND RECOMMENDATION**

**I. FINDINGS**

1. The Applicant, Daily Spark Hinsdale, Inc., submitted an application for a Special Use to operate a fitness facility at 777 N. York Road.
2. The property is located within the B-1 Community Business District and improved with a retail center, commonly known as Gateway Square
3. The Plan Commission heard testimony from the applicant regarding the proposed request, including proposed hours of operation and a description of business, at the Plan Commission meeting of July 11, 2012.
4. Certain Commissioners expressed some concern with the number of text amendments that have come before them that promoted service oriented uses in the business districts, and their ability to appropriately generate sales tax.
5. The Commissioners asked the applicant questions regarding the proposed use, which confirmed, among other things, that in addition to the personal training, the applicant would be also be selling equipment, nutritional supplements and other workout clothing.
6. While some Commissioners originally expressed concerns with the business' ability to generate sales tax, ultimately they agreed that the proposed use was a good fit for the location.
7. The Plan Commission specifically finds that based on the Application and the evidence presented at the public hearing, the Applicant has satisfied the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit. Specifically, the Plan Commission finds, among other things, that the location of the facility at the proposed location would have no undue adverse impact and would not interfere with surrounding development in the well-established retail center location, that adequate public facilities already exist to serve the facility, that the facility would not have any significant traffic impact, that occupancy of the existing building at the proposed location would cause no destruction of significant features, and that the location of the facility at the proposed

location would otherwise comply with all additional standards imposed by the Code for such facilities.

## II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of seven (7) "Ayes," 0 "Nay," and two (2) "Absent", recommends that the President and Board of Trustees approve the Application for a special use permit to allow the operation of a fitness facility at 777 N. York Road.

THE HINSDALE PLAN COMMISSION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.



**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:** Daily Spark Hinsdale, Inc.

**Owner's name (if different):** Inland Gateway Square, L.L.C.

**Property address:** 777 N. York Rd., Hinsdale, IL 60521 Suites 5 & 6

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

**Present zoning classification:** B-1, Community Business District

**Square footage of property:** 2,680 sq. ft.

**Lot area per dwelling:** N/A

**Lot dimensions:** N/A x      (see attached Site Plan of Shopping Center)

**Current use of property:** Shopping Center (Suite 5&6 are vacant)

**Proposed use:**  
 Single-family detached dwelling  
 Other: Fitness Facility (under 3,000 sf)

**Approval sought:**

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Variation
<input checked="" type="checkbox"/> Special Use Permit	<input type="checkbox"/> Planned Development
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Exterior Appearance
<input type="checkbox"/> Design Review	
<input checked="" type="checkbox"/> Other: <u>Zoning Text Amendment</u>	

**Brief description of request and proposal:**

Applicant requests a zoning text amendment and special use permit to allow a fitness center under (3,000 sf) in the B-1 Zoning District at 777 N. York Rd. (Gateway Square)

**Plans & Specifications:** [submit with this form]

**Provided:**                      **Required by Code:**

**Yards:**

<b>front:</b>	<u>N/A</u>	<u>25'</u>
<b>interior side(s)</b>	<u>N/A /</u>	<u>10' / 10'</u>





# VILLAGE OF HINSDALE

## Certificate of Zoning Compliance

Subject to the statements below, the Village has determined that, based on the information included in Application # A-16-2011 for a Certificate of Zoning Compliance, the proposal described in this certificate appears to comply with the standards made applicable to it by the Hinsdale Zoning Code.

This certificate is issued to:

Daily Spark Hinsdale, Inc.

Address or description of subject property:

777 N. York Road, Hinsdale Illinois 60521

Use or proposal for subject property for which certificate is issued:

Operation of a Fitness Facility in the B-1, Community Business District.

Plans reviewed, if any: *See attached plans, if any. – See Case A-18-2012 – Special Use Permit*

Conditions of approval of this certificate:

- The petitioner must apply for and obtain the necessary text amendment as it relates to the proposed use.

The Board of Trustee's adopt an Ordinance that grants the following requests:

- Subsection 11-602E pertaining to Standards for Special Use permits as found in the Zoning Code;

*Note: other conditions may be attached to approval of any pending zoning application.*

**NOTE ALL OF THE FOLLOWING CAREFULLY:**

**This approval granted in this certificate has been granted based on the information provided to the Village and the Village's understanding of the facts and circumstances related to the proposal at this time. If (a) any information provided to the Village changes, (b) any new information is becomes available or is discovered, or (c) the Village's understanding of the facts and circumstances otherwise changes, then this certificate may be rescinded.**

**This certificate does not signify Building Code Review or approval and is not authorization to undertake any work without such review and approval where either is required. See the Hinsdale Building Code for details.**

**Before any structure to which this certificate is applicable may be occupied or used for any purpose, a Certificate of Occupancy must be obtained. See Section 11-402 of the Hinsdale Zoning Code and the Hinsdale Building Code for details.**

**Subject to an extension of time granted pursuant to the Hinsdale Zoning Code, this certificate shall become null and void six months after the date on which it was issued unless construction, reconstruction, remodeling, alteration, or moving of a structure is commenced or a use is commenced.**

**If this certificate is issued in violation of the provisions of the Hinsdale Zoning Code, whether intentionally, negligently, or innocently, then it shall be void *ab initio* and shall give rise to no rights whatsoever.**

By:

  
Village Manager

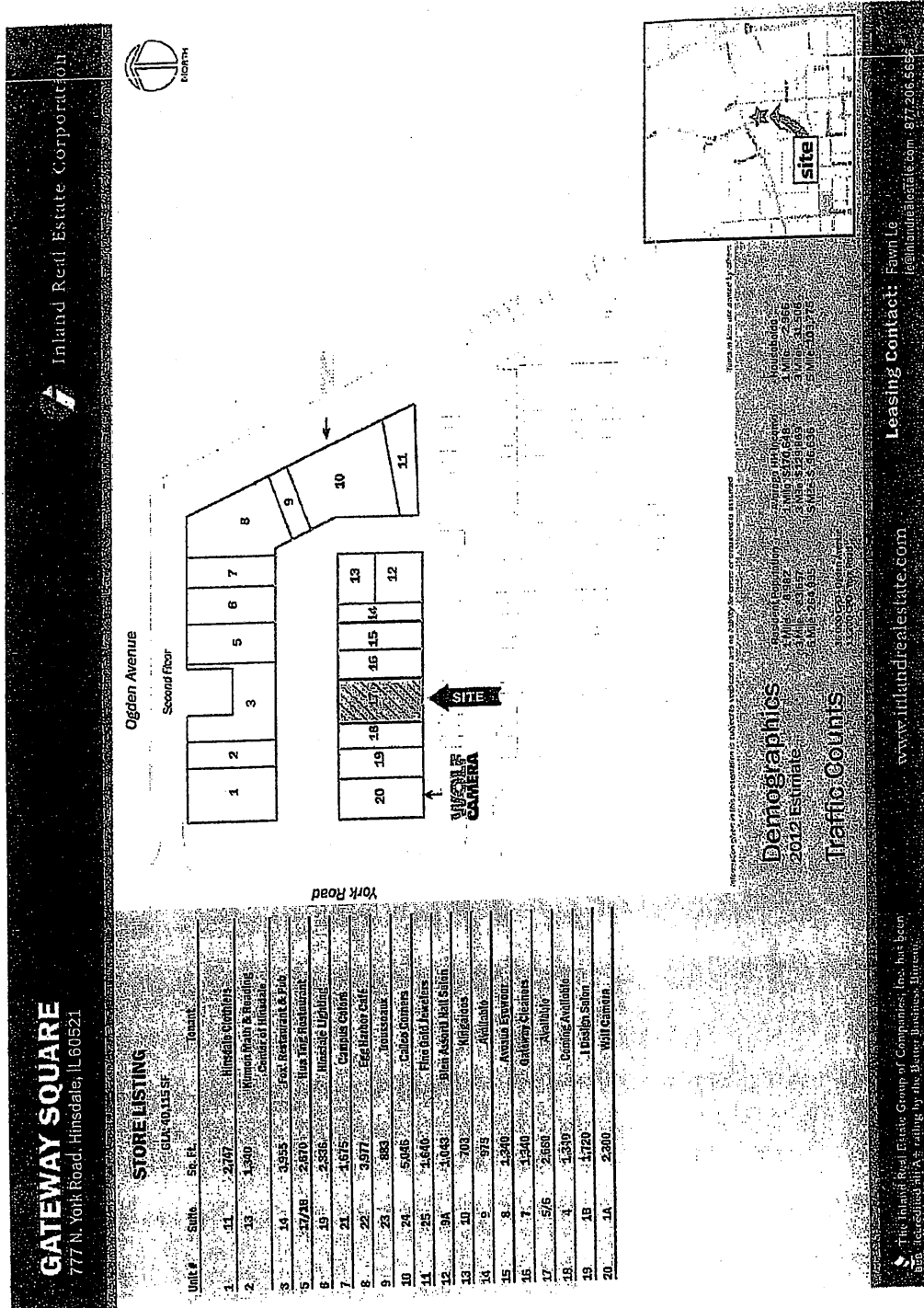
Dated:

5/29, 2012

**EXHIBIT A-1**

**SITE PLAN OF SHOPPING CENTER  
AND DEPICTION OF LOCATION OF PREMISES**

This site plan is presented solely for the purpose of identifying the approximate location and size of the Premises. Building sizes, site dimensions, access and parking areas, existing tenant locations and identities are subject to change at Landlord's discretion, except as otherwise expressly restricted in the text of the Lease.



Law Offices  
Martin, Craig, Chester & Sonnenschein LLP  
2215 York Road  
Suite 550  
Oak Brook, Illinois 60523  
Telephone 630-472-3400  
Fax 630-472-0048

CATHLEEN M. KEATING

Direct Dial Number: 630-472-3407  
E-Mail: cmk@mccslaw.com

May 16, 2012

Plan Commission  
Village of Hinsdale  
19 E. Chicago Ave.  
Hinsdale, Illinois 60521

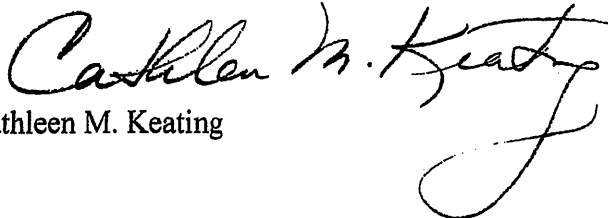
Re: Daily Spark Hinsdale, L.L.C.  
Zoning Map Amendment and  
Special Use applications  
777 N. York Road, Hinsdale

Dear Plan Commission Members:

This letter will confirm my understanding that, notwithstanding the references in the Zoning Text Amendment application to "Gateway Square" the Zoning Text Amendment application is intended to apply to all properties zoned in the B-1 Community Business District in the Village of Hinsdale. The application addresses the standards as they apply specifically to the property that my client is leasing in Gateway Square (which is the subject of the Special Use Application), but the text amendment would apply generally to all properties in the B-1 District.

Please call if you have any questions.

Very truly yours,

  
Cathleen M. Keating

cc: Tim Scott  
Sean Gascoigne



**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** 777 N. York Rd., Hinsdale, IL 60521

**Description of the proposed request:** Text Amendment to list Physical Fitness Facilities as a special use in the B-1 Community Business District

**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.  
The proposed text amendment to add physical fitness facilities as a special use in the B-1 District would reflect how the use is treated in other business-zoned districts and will encourage "a rational pattern of land uses" and compatibility between different types of land uses.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.  
Gateway Square, a 20- unit shopping center is zoned B-1. Adjacent land along Ogden Ave. is zoned B-2 (gas station, rehab facility, offices, retail uses). To the south and southwest is R-4 (single family residence. West is 0-2/ Limited Office District.
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.  
Gateway Square has had many different retail and service businesses in its tenant mix, including restaurants. The south side of Ogden Ave. houses a mix of retail and service uses, including a cardiac rehabilitation facility.

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

The current B-1 district regulations do not allow a fitness facility as a special use which deprives owners and tenant of the ability to provide this use, which complements other other B-1 uses.

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

Public health, safety and welfare will be enhanced by allowing fitness facilities as a special use in B-1 Community Business districts such as Gateway Square.

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

Most of the adjacent properties are single family residences. This text amendment will allow residents a neighborhood fitness facility that they can access on foot or by car.

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

Value of adjacent residences is enhanced by a small fitness facility within walking or short driving distance.

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

A small fitness facility will provide more foot traffic to Gateway Square, thus enhancing surrounding businesses.

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

Gateway Square has had some of it's retail uses close recently. Allowing a small fitness facility in this location will be a minor use expansion but will allow a very popular business to locate there.

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.

Gateway Square has sufficient parking on-site (247 spaces), and is easily accessed by York Road. Many nearby residents may choose to walk to the proposed fitness facility.

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.

As a mature community shopping center, Gateway Square has adequate utilities and public services.

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.

Gateway Square has experienced a number of retail vacancies and over the past 2 years, and would benefit from this text amendment.

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

Fitness training in relatively small facilities has become very popular, and there are virtually no such facilities in the northern part of the Village.

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.

N/A





**VILLAGE OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT DEPARTMENT  
SPECIAL USE PERMIT CRITERIA**

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

**Address of proposed request:** 777 N. York Road. Suites 5 & 6

**Proposed Special Use request:** 2,700 sf Fitness Facility

**Is this a Special Use for a Planned Development?**  **No**  **Yes** (If so this submittal also requires a completed Planned Development Application)

**REVIEW CRITERIA**

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit 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 Plan Commission and Board of Trustees should weigh, among other factors, the below criteria Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

**FEES for a Special Use Permit: \$1,225 (must be submitted with application)**

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

The proposed use, a 2,700 SF fitness facility, will promote health and wellness of Hinsdale residents.

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

The proposed use is compatible with other uses in Gateway Square and is of a size which fits the neighborhood character of the Gateway Square shopping center. It will enhance public health.

3. *No Interference with Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

The surrounding areas are fully developed with a range of retail, offices, service and residential uses. A small fitness center will serve the neighborhood and be used by residents of Hinsdale.

4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Gateway Square is a fully developed shopping center with adequate streets, utilities, drainage, and other public facilities and services.

5. *No Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

Patrons will utilize the fitness facility from 6:00 am until 8:00 pm. The capacity of the facility (15-20) is such that its employees and customers will not create large traffic volumes.

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

No new construction; all interior improvements to Suites 5 and 6 at Gateway Square.

7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Small fitness centers such as that proposed are not currently authorized in B-1 District. Applicant has simultaneously filed an Application for a Zoning Text Amendment to authorize small fitness facilities as special uses in District B-1.

8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

N/A

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

*Public benefit.* Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

The proposed fitness center will provide athletic training and fitness services for Hinsdale residents in an area where these services are not currently provided.

*Alternate locations.* Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Applicant has spent months evaluating other locations and believes this location is the best place in Hinsdale which to locate the business.

*Mitigation of adverse impacts.* Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

N/A- no new construction



**VILLAGE OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

**PLAN COMMISSION APPLICATION  
FOR BUSINESS DISTRICTS**

**I. GENERAL INFORMATION**

<b>Applicant</b>
Name: <u>Daily Spark Hinsdale, Inc.</u>
Address: <u>808 Phillippa</u>
City/Zip: <u>Hinsdale, IL 60521</u>
Phone/Fax: <u>(480) 710-0689 /</u>
E-Mail: <u>kwhoffmann77@gmail.com</u>

<b>Owner</b>
Name: <u>Inland Gateway Square, L.L.C.</u>
Address: <u>2901 Butterfield Rd.</u>
City/Zip: <u>Oak Brook, IL 60523</u>
Phone/Fax: <u>(630) 218-8000 / 630-645-7259</u>
E-Mail: <u>le@inlandrealestate.com</u>

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

Name: <u>Cathleen M. Keating</u>
Title: <u>Attorney</u>
Address: <u>2215 York Rd # 550</u>
City/Zip: <u>Oak Brook, IL 60523</u>
Phone/Fax: <u>(630) 472-3407 / 630-472-0049</u>
E-Mail: <u>cmk@mccslaw.com</u>

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

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

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

## II. SITE INFORMATION

Address of subject property: 777 N. York Road

Property identification number (P.I.N. or tax number):  $\begin{array}{r} 09 \quad - \quad 01 \quad - \quad 209 \quad - \quad 007 \\ \hline 09 \quad - \quad 01 \quad - \quad 209 \quad - \quad 031, \quad 032 \\ \hline 09 \quad - \quad 01 \quad - \quad 209 \quad - \quad 010, \quad 011 \end{array}$

Brief description of proposed project: 2,680 sf fitness facility and retail store selling exercise equipment and nutritional supplements.

General description or characteristics of the site: Gateway Square is a 40,115 sf 1-story shopping center, offering restaurants, retail and other business uses.

It is served by 247 parking spaces.

Existing zoning and land use: B-1 Shopping Center

Surrounding zoning and existing land uses:

North: B-3 Retail, Office, Service

South: R-4 Single Family Residence

East: R-4 Single Family Residential

West: 0-2 Limited Office; R4 SFR

Proposed zoning and land use: B-1 (unchanged) with Special Use Permit

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

Site Plan Disapproval 11-604

Design Review Permit 11-605E

Exterior Appearance 11-606E

Special Use Permit 11-602E

Special Use Requested: Fitness Facility with Retail Sales of Fitness Equipment and nutrition supplements.

Map and Text Amendments 11-601E  
Amendment Requested: To allow small (<3,000 sf) fitness facility as special use in B-1 District.

Planned Development 11-603E

Development in the B-2 Central Business District Questionnaire

# TABLE OF COMPLIANCE

Address of subject property: 777 N. York Rd

The following table is based on the B-1 Zoning District.

	Minimum Code Requirements			<del>Proposed</del> Existing Development
	B-1	B-2	B-3	
Minimum Lot Area	6,250	2,500	6,250	161,172
Minimum Lot Depth	125'	125'	125'	North 275' / South 474'
Minimum Lot Width	50'	20'	50'	431'
Building Height	30'	35'	30'	26'-7"
Number of Stories	2	3	2	2
Front Yard Setback	25'	0'	25'	
Corner Side Yard Setback	25'	0'	25'	
Interior Side Yard Setback	10'	0'	10'	
Rear Yard Setback	20'	20'	20'	
Maximum Floor Area Ratio (F.A.R.)*	.35	2.5	.50	40,338/161,172 = 0.25 Orig bldgs 40,170 sq ft
Maximum Total Building Coverage*	N/A	80%	N/A	N/A
Maximum Total Lot Coverage*	90%	100%	90%	
Parking Requirements	1/200net 181 required			Existing 247
Parking front yard setback				
Parking corner side yard setback				
Parking interior side yard setback				
Parking rear yard setback				
Loading Requirements				
Accessory Structure Information (height)	15'	15'	15'	

\* Must provide actual square footage number and percentage.

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

# CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 27<sup>th</sup> day of May, 2012, I/We have read the above certification, understand it, and agree to abide by its conditions.

X Kyle Hoffman  
Signature of applicant or authorized agent

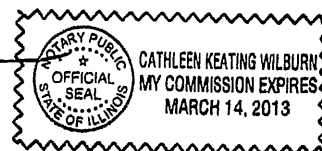
Daily Spark Hinsdale, Inc.  
Name of applicant or authorized agent

\_\_\_\_\_  
Signature of applicant or authorized agent

by Kyle Hoffman, its President  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 27<sup>th</sup> day of  
May, 2012.

Cathleen Keating Wilburn  
Notary Public  
4



VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Cathleen M. Keating, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on \_\_\_\_\_.

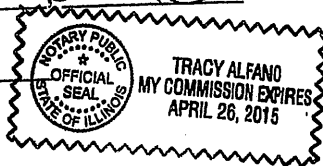
Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By: [Signature]  
Name: Cathleen M. Keating  
Address: 2215 York Road, Suite 550, Oak Brook, IL 60523

Subscribed and sworn to before me

This 27th day of April 2012.

By: [Signature]  
Notary Public





DATE: September 13, 2012

REQUEST FOR BOARD ACTION

<b>AGENDA SECTION NUMBER</b>	<b>ORIGINATING DEPARTMENT Community Development</b>
<b>ITEM 8 E. Hinsdale Avenue – Coldwell Banker – Site Plan and Exterior Appearance Review – Re-skinning of Existing Awning</b>	<b>APPROVAL</b>

The applicant, Coldwell Banker, is requesting approval of exterior appearance and signage to allow for the re-skinning of an existing awning with valance signage, above the first floor entrance of the commercial building at 8 E. Hinsdale. The site is improved with a two-story commercial building in the B-2 Central Business District.

The applicant is proposing to re-skin the existing awning, with signage on the valance as depicted in the attached illustrations. The current awning is green in color and the applicant would like to skin it in blue, identical to the blue approved for the Coldwell Banker signs at the former Roudebush building. In addition, the applicant would also like to re-brand the existing valance which currently reads “real estate” with the signage depicted in the attached documents.

Review Criteria

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

1. Subsection 11-604F pertaining to Standards for site plan disapproval; and
2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

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

**Please note that the approved Findings and Recommendations will not be available until the day of the meeting due to the fact that the Plan Commission does not meet until the day before the Board.**

**MOTION: Move that the Board of Trustees approve an “Ordinance Approving Site Plans and Exterior Appearance Plans for Modifications to a Commercial Building at 8 E. Hinsdale Avenue.”**

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

COMMITTEE ACTION:

BOARD ACTION:

**DRAFT**

**HINSDALE PLAN COMMISSION**

**RE: 8 E. Hinsdale Avenue – Coldwell Banker – Exterior Appearance/Site Plan Review**

**DATE OF PLAN COMMISSION REVIEW: July 11, 2012**

**DATE OF ZONING AND PUBLIC SAFETY REVIEW: August 27, 2012**

**FINDINGS AND RECOMMENDATION**

**I. FINDINGS**

1. Coldwell Banker (the “Applicant”) submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 8 E. Hinsdale Avenue (the “Subject Property”).
2. The Subject Property is located in the B-2 Central Business District and is improved with a multiple-story commercial building.
3. The applicant is proposing to re-skin the existing awning and switch out the existing valance signage.
4. The Commission heard a presentation from the applicant regarding the scope of the project which included re-skinning the existing green awning with blue canvas and replacing the existing valance sign which currently reads “Real Estate” with “Coldwell Banker” and associated branding.
5. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.
6. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review.

**II. RECOMMENDATION**

The Village of Hinsdale Plan Commission, on a vote of seven (7) “Ayes,” zero (0) “Nays,” and two (2) “Absent” recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 8 E. Hinsdale Avenue.

**THE HINSDALE PLAN COMMISSION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

VILLAGE OF HINSDALE

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

**AN ORDINANCE APPROVING SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR RE-SKINNING OF AN EXISTING AWNING AT 8 E. HINSDALE (COLDWELL BANKER)**

**WHEREAS**, the Village of Hinsdale (the "Applicant") submitted an application for site plan approval and exterior appearance review for re-skinning of an existing awning and switching out existing valance signage (the "Application") at property located at 8 E. Hinsdale Avenue, Hinsdale, Illinois (the "Subject Property"); and

**WHEREAS**, the Subject Property is located in the B-2 Central Business Zoning District and is improved with a two-story commercial building; and

**WHEREAS**, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on July 11, 2012, and, after considering all of the matters related to the Application, the Plan Commission recommended approval of the Exterior Appearance Plan and Site Plan on a vote of seven (7) in favor, zero (0) against, and two (2) absent, all as set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A**; and;

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

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

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

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

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

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

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

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

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

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

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2012.

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

ATTEST:

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

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

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

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

Date: \_\_\_\_\_, 2012

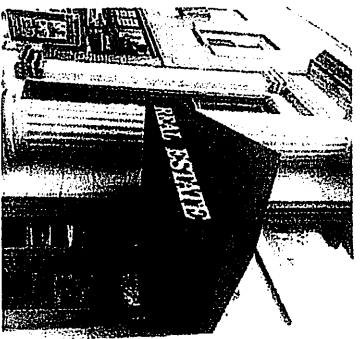
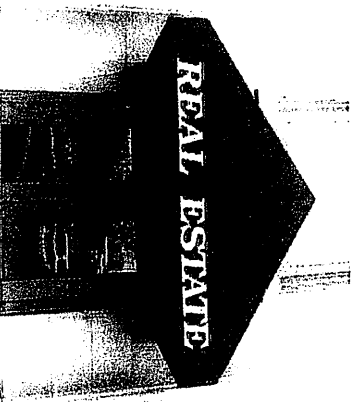
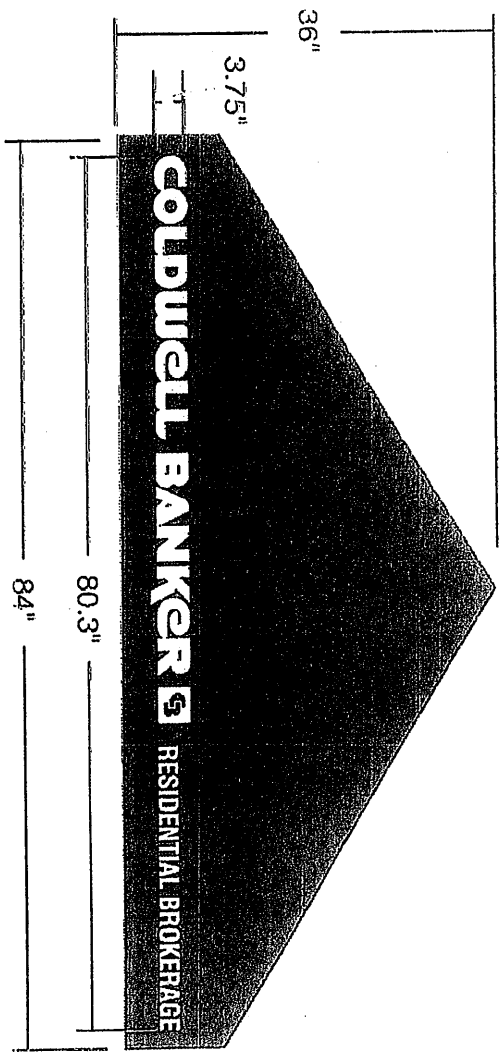
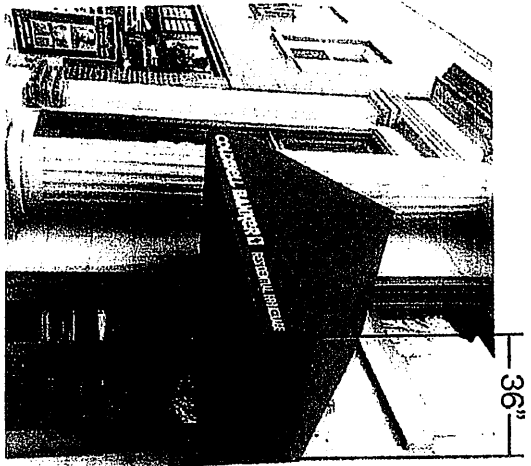
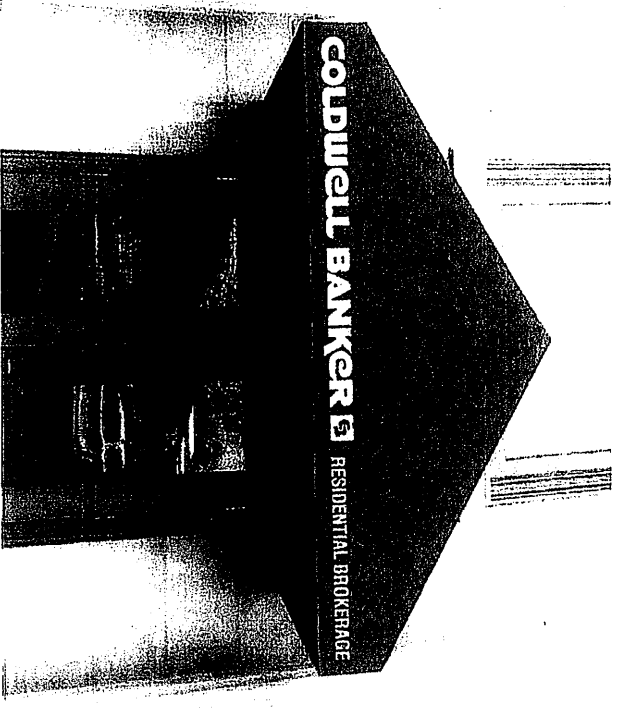
**EXHIBIT A**

**FINDINGS OF FACT  
(ATTACHED)**

# COLDWELL BANKER

## HINSDALE

RESKIN (1) 7' (W) x 36" (H) x 36" (D) EXISTING AWNING  
SIGN TYPE 4



EXISTING



VILLAGE OF HINSDALE

VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

GENERAL APPLICATION

I. GENERAL INFORMATION

Applicant
Name: KEN STRZYZEWSKI
Address: 5501 W 109th St.
City/Zip: OAK LAWN, IL 60453
Phone/Fax: 708-499-3000 / 708-499-3943
E-Mail: KENS@allamericansign.com

Owner
Name: Gregg Berman (Coldwell Banker)
Address: 2215 Sanders Rd, Suite 300
City/Zip: Northbrook, IL 60062
Phone/Fax: 847-313-6506 /
E-Mail: Gregg.Berman@cbexchange.com

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

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

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

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)
N/A
1)
2)
3)



II. SITE INFORMATION

Address of subject property: 8 EAST HINSDALE AVE

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

Brief description of proposed project: PROPOSED SKIN CHANGE TO EXISTING AWNING

General description or characteristics of the site: \_\_\_\_\_

Existing zoning and land use: B-2

Surrounding zoning and existing land uses:

North: DS

South: B-2

East: B-2

West: B-2

Proposed zoning and land use: Office

Existing square footage of property: N/A square feet

Existing square footage of all buildings on the property: N/A square feet

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

Site Plan Disapproval 11-604

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

Design Review Permit 11-605E

Exterior Appearance 11-606E

Planned Development 11-603E

Special Use Permit 11-602E  
Special Use Requested: \_\_\_\_\_

Development in the B-2 Central Business District Questionnaire

# TABLE OF COMPLIANCE

Address of subject property: 8 East Hinsdale

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

	Minimum Code Requirements			Proposed/Existing Development
	B-1	B-2	B-3	
Minimum Lot Area	6,250	2,500	6,250	≈ 3,300 sf.
Minimum Lot Depth	125'	125'	125'	116'
Minimum Lot Width	50'	20'	50'	35'
Building Height	30'	30'	30'	28'
Number of Stories	2	2	2	2
Front Yard Setback	25'	0'	25'	0'
Corner Side Yard Setback	25'	0'	25'	N/A
Interior Side Yard Setback	10'	0'	10'	0'
Rear Yard Setback	20'	20'	20'	0'
Maximum Floor Area Ratio (F.A.R.)*	.35	2.5	.50	Existing
Maximum Total Building Coverage*	N/A	80%	N/A	100%
Maximum Total Lot Coverage*	90%	100%	90%	100%
Parking Requirements				N/A
Parking front yard setback				N/A
Parking corner side yard setback				N/A
Parking interior side yard setback				N/A
Parking rear yard setback				N/A
Loading Requirements				N/A
Accessory Structure Information (height)	15'	15'	15'	N/A

\* 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 6 day of JUNE, 2012, I/We have read the above certification, understand it, and agree to abide by its conditions.

Ken Staryzewski  
Signature of applicant or authorized agent

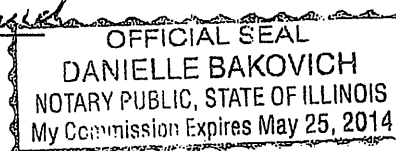
Ken Staryzewski  
Name of applicant or authorized agent

\_\_\_\_\_  
Signature of applicant or authorized agent

\_\_\_\_\_  
Name of applicant or authorized agent

SUBSCRIBED AND SWORN  
to before me this 6 day of  
June, 2012.

Danielle Bakovich  
Notary Public



**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: Caldwell Banker

Owner's name (if different): N/A.

Property address: 8 EAST HINSDALE

Property legal description: [attach to this form]

Present zoning classification: B-2

Square footage of property: 3300 sq.

Lot area per dwelling: N/A

Lot dimensions: 110' x 35'

Current use of property: Real Estate Office

Proposed use:  Single-family detached dwelling  
 Other: same

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

Brief description of request and proposal:  
Reskin awning w/ valance signage

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:		
front:	<u>0'</u>	<u>0'</u>
interior side(s)	<u>6' 10'</u>	<u>0' 10'</u>

**Provided:**

**Required by Code:**

corner side	<u>N/A</u>	<u>N/A'</u>
rear	<u>        </u>	<u>20'</u>

**Setbacks (businesses and offices):**

front:	<u>0</u>	<u>0</u>
interior side(s)	<u>0 10</u>	<u>0 10</u>
corner side	<u>0</u>	<u>0</u>
rear	<u>        </u>	<u>20'</u>
others:	<u>N/A</u>	<u>N/A</u>
Ogden Ave. Center:	<u>N/A</u>	<u>N/A</u>
York Rd. Center:	<u>N/A</u>	<u>N/A</u>
Forest Preserve:	<u>N/A</u>	<u>N/A</u>

**Building heights:**

principal building(s):	<u>Existing</u>	<u>30'</u>
accessory building(s):	<u>N/A</u>	<u>15'</u>

**Maximum Elevations:**

principal building(s):	<u>N/A</u>	<u>N/A</u>
accessory building(s):	<u>N/A</u>	<u>N/A</u>

Dwelling unit size(s):	<u>N/A</u>	<u>N/A</u>
------------------------	------------	------------

Total building coverage:	<u>Existing</u>	<u>80%</u>
--------------------------	-----------------	------------

Total lot coverage:	<u>Existing</u>	<u>100%</u>
---------------------	-----------------	-------------

Floor area ratio:	<u>Existing</u>	<u>2.5</u>
-------------------	-----------------	------------

Accessory building(s): N/A

**Spacing between buildings: [depict on attached plans]**

principal building(s):	<u>N/A</u>	<u>        </u>	<u>        </u>
accessory building(s):	<u>N/A</u>	<u>        </u>	<u>        </u>

Number of off-street parking spaces required:                                 

Number of loading spaces required:                                 

**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: *Ken Strzyzowski*  
Applicant's signature

KEN STRZYZEWSKI  
Applicant's printed name

Dated: July 2nd, 2012.

# VILLAGE OF HINSDALE

## Certificate of Zoning Compliance

Subject to the statements below, the Village has determined that, based on the information included in Plan Commission File for 8 E. Hinsdale Avenue, Coldwell Banker, regarding Exterior Appearance/Site Plan Review in 2012, for a Certificate of Zoning Compliance, the proposal described in this certificate appears to comply with the standards made applicable to it by the Hinsdale Zoning Code.

This certificate is issued to:

Coldwell Banker

Address or description of subject property:

8 E. Hinsdale Avenue, Hinsdale, IL, 60521

Use or proposal for subject property for which certificate is issued:  
Re-skin an existing awning and replace valance signage.

Plans reviewed, if any: *See attached plans, if any-* See Plan Commission File for 8 E. Hinsdale Avenue regarding Exterior Appearance/Site Plan Review in 2012.

Conditions of approval of this certificate:

The Board of Trustee's adopt an Ordinance that grants the following requests:

- Section 11-606 of the Hinsdale Zoning Code pertaining to the Exterior Appearance Review.
- Section 11-604 of the Zoning Code governing Site Plan Review.

*Note: other conditions may be attached to approval of any pending zoning application.*

**NOTE ALL OF THE FOLLOWING CAREFULLY:**

**This approval granted in this certificate has been granted based on the information provided to the Village and the Village's understanding of the facts and circumstances related to the proposal at this time. If (a) any information provided to the Village changes, (b) any new information is becomes available or is discovered, or (c) the Village's understanding of the facts and circumstances otherwise changes, then this certificate may be rescinded.**

**This certificate does not signify Building Code Review or approval and is not authorization to undertake any work without such review and approval where either is required. See the Hinsdale Building Code for details.**

**Before any structure to which this certificate is applicable may be occupied or used for any purpose, a Certificate of Occupancy must be obtained. See Section 11-402 of the Hinsdale Zoning Code and the Hinsdale Building Code for details.**

**Subject to an extension of time granted pursuant to the Hinsdale Zoning Code, this certificate shall become null and void six months after the date on which it was issued unless construction, reconstruction, remodeling, alteration, or moving of a structure is commenced or a use is commenced.**

**If this certificate is issued in violation of the provisions of the Hinsdale Zoning Code, whether intentionally, negligently, or innocently, then it shall be void *ab initio* and shall give rise to no rights whatsoever.**

By:

  
Village Manager

Dated:

\_\_\_\_\_ 7/2, 2012



**VILLAGE OF HINSDALE  
COMMUNITY DEVELOPMENT DEPARTMENT  
APPLICATION FOR SIGN PERMIT**

<b>Applicant</b>
Name: <u>All American Sign Co.</u>
Address: <u>5501 W. 109th St.</u>
City/Zip: <u>Oak Lawn, IL 60453</u>
Phone/Fax: <u>(708) 499-3000 / 499-3943</u>
E-Mail: <u>KenSC@AllAmericanSign.com</u>
Contact Name: <u>KEN STRZYZEWSKI</u>

<b>Contractor</b>
Name: <u>SAME</u>
Address: _____
City/Zip: _____
Phone/Fax: ( ) _____ / _____
E-Mail: _____
Contact Name: _____

**ADDRESS OF SIGN LOCATION:**

**ZONING DISTRICT:** Please Select One \_\_\_\_\_

**SIGN TYPE:** Please Select One AWNING

**ILLUMINATION** Please Select One NON-ILLUMINATED

<p><b>Sign Information:</b> <u>AWNING - 36" x 84" = 21 sq. ft.</u> <u>COPY - 3.75" x 80.3" = 2.1 sq. ft.</u></p> <p>Overall Size (Square Feet): <u>2.1</u> ( _____ x _____ )</p> <p>Overall Height from Grade: <u>10'</u> Ft.</p> <p>Proposed Colors (Maximum of Three Colors):</p> <p>① <u>BLUE</u></p> <p>② <u>WHITE</u></p> <p>③ _____</p>	<p><b>Site Information:</b></p> <p>Lot/Street Frontage: <u>45'</u></p> <p>Building/Tenant Frontage: <u>45'</u></p> <p>Existing Sign Information:</p> <p>Business Name: <u>Coldwell Banker</u></p> <p>Size of Sign: <u>16</u> Square Feet</p> <p>Business Name: _____</p> <p>Size of Sign: _____ Square Feet</p>
---	---

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

Ken Strzyzewski \_\_\_\_\_ Date 4/25/12

Signature of Applicant

\_\_\_\_\_  
Signature of Building Owner Date \_\_\_\_\_

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

---

Total square footage: 0 x \$4.00 = 0 (Minimum \$75.00)

Plan Commission Approval Date: \_\_\_\_\_ Administrative Approval Date: \_\_\_\_\_



DATE September 07, 2012

<b>AGENDA SECTION</b>	ACA	<b>ORIGINATING DEPARTMENT</b>	Finance
-----------------------	-----	-------------------------------	---------

<b>ITEM</b>	Accounts Payable	<b>APPROVED</b>	Darrell Langlois Assistant Village Manager/Director of Finance
-------------	------------------	-----------------	---

At the meeting of September 13, 2012 staff respectfully requests the presentation of the following motion to approve the accounts payable:

**Motion:** To move approval and payment of the accounts payable for the period of September 01, 2012 through September 07, 2012 in the aggregate amount of \$207,489.60 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	 <b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
-----------------	-----------------	-----------------	--	---------------------------

**COMMITTEE ACTION:**

**BOARD ACTION:**

**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1529**

**FOR PERIOD September 01, 2012 through September 07, 2012**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$207,489.60 has been reviewed and approved by the below named officials.

APPROVED BY *David J. ...* DATE 9/7/12  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

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

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

**Village of Hinsdale  
Warrant # 1528  
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	135,584.77		135,584.77
Capital Projects Fund	45300	15,750.00	-	15,750.00
Water & Sewer Operations	61061	10,654.83	-	10,654.83
Escrow Funds	72100	45,500.00	-	45,500.00
<b>Total</b>		<b>207,489.60</b>	<b>-</b>	<b>207,489.60</b>

**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1529**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
----------------	-------------	----------------	-------------------

Intergovernmental Personnel Benefit Cooperative Sept/1/2012	September 2012 Contribution	Employee Health Insurance	155,570.31
--	-----------------------------	---------------------------	------------

**Total Bank Wire Transfers and ACH Payments**      155,570.31

PAYEE VOU. DESCRIPTION	WARRANT REGISTER # VENDOR INVOICE	1529	9/13/12	INVOICE AMOUNT	CHECK AMOUNT
AIR ONE EQUIPMENT					
169239 MAINTENANCE	82294			362.05	
169338 MAINTENANCE	82455			529.00	
169339 MAINTENANCE	82456			94.44	
	CHECK NO.	91532			985.49
ALI, SHAMA					
169316 KLM REFUND	EN120828/20081			250.00	
	CHECK NO.	91533			250.00
ALTMAN, MICHAEL					
169266 CONT BD/345 N OAK	20768			500.00	
	CHECK NO.	91534			500.00
AMERICAN MESSAGING					
169324 PAGERS	U1153710MI			80.68	
	CHECK NO.	91535			80.68
ANDRES MEDICAL BILLING LT					
169317 MEDICAL CHARGES	30922			2536.84	
	CHECK NO.	91536			2536.84
ARAMARK UNIFORM SERVICES					
169326 UNIFORMS	7017777553			181.85	
	CHECK NO.	91537			181.85
ASPERGER, LIZ					
169363 CLASS REFUND	114686			118.67	
	CHECK NO.	91538			118.67
AT & T					
169364 VEECK PARK	6306554650-09/12			74.25	
	CHECK NO.	91539			74.25
BANNERVILLE USA					
169322 SEASONALLY	15295			110.00	
	CHECK NO.	91540			110.00
BHFX DIGITAL IMAGING					
169332 METER USAGE	098115			510.00	
	CHECK NO.	91541			510.00
BLOOM, BRADLEY					
169362 IACP CONFERENCE	181821			1818.21	
	CHECK NO.	91542			1818.21
BONO CSR KATHLEEN W.					

PAYEE		WARRANT REGISTER #	1529	9/13/12
VOU.	DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
169292	BONO CSR KATHLEEN W. V-05-2012	5920 CHECK NO. 91543	432.00	432.00
169270	BRADFORD AND KENT CONT BD/229 N OAK	20643 CHECK NO. 91544	1000.00	1000.00
169298	CASHIER BOILERS BOILER INSPECTIONS	9481159 CHECK NO. 91545	210.00	210.00
169296	CDW-GOVERNMENT INC. CAMERA	P474184 CHECK NO. 91546	119.66	119.66
169390	CHAPMAN AND CUTLER 2012 BOND COUNSEL	1536233 CHECK NO. 91547	15750.00	15750.00
169261	CHAWLA, MANEESH SITE MNGE/18 E 8TH ST	20728 CHECK NO. 91548	3000.00	3000.00
169303	CIGNA PPO AMB REFUND	120806 CHECK NO. 91549	178.49	178.49
169247	CINTAS RUGS TOWELS ETC	769848920	331.25	
169357	RUGS TOWELS ETC	769102291 CHECK NO. 91550	209.47	540.72
169392	CIT TECNOLOGY FIN SERV IN ALARM	21971508 CHECK NO. 91551	152.50	152.50
169336	CLASSIC LANDSCAPE LTD MOWING	78253 CHECK NO. 91552	13735.00	13735.00
169253	COLORADO STATE PATROL DVD	244 CHECK NO. 91553	300.00	300.00
169328	COMCAST PW/WP CABLE	0037136-09/12	139.00	

WARRANT REGISTER #

1529

9/13/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMCAST			
	CHECK NO. 91554		139.00
COMED			
169286 314 SYMONDS	0417073048-08/12	46.24	
169287 WATER TOWER	0015093062-08/12	124.27	
169288 WELL	0075151076-08/12	192.28	
169289 SPINNING WHEEL	1131101044-08/12	2574.64	
169351 WASHINGTON PK LOT	2838114008-08/12	37.36	
	CHECK NO. 91555		2974.79
CORRPRO WATERWORKS			
169323 INSPECTIONS	51080	700.00	
	CHECK NO. 91556		700.00
COURTNEYS SAFETY LANE			
169281 INSPECTION	052592	32.00	
	CHECK NO. 91557		32.00
CURRENT TECHNOLOGIES			
169343 UPGRADE	3137	1059.43	
	CHECK NO. 91558		1059.43
DANMAR			
169236 RETAINING WAY	18133	4300.00	
169258 CUSTODIAL SERVICES	18136	4214.00	
169291 CARPET CLEANING	18132	175.00	
	CHECK NO. 91559		8689.00
DARCO, JANICE			
169327 CLASS REFUND	114468	60.00	
	CHECK NO. 91560		60.00
DAVE SOLTWISCH PLUMBING			
169227 REPAIRS	44720	338.00	
	CHECK NO. 91561		338.00
DELL MARKETING L.P.			
169342 OPTIPLEX	XFWR6NR74	6259.59	
	CHECK NO. 91562		6259.59
DESIGN PERSPECTIVES			
169331 CONSTRUCTION OBERSERVATIO	101033A6	2350.00	
	CHECK NO. 91563		2350.00
DEWIG, ROB			
169313 KLM REFUND	20020	500.00	

WARRANT REGISTER # 1529 9/13/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
DEWIG, ROB	CHECK NO. 91564		500.00
DIRECT ADVANTAGE INC 169398 PROFESSIONAL MARKETING	4224 CHECK NO. 91565	2075.00	2075.00
EAGLE UNIFORMS INC 169238 UNIFORMS 169325 UNIFORMS	217817/960/30/61 218112 CHECK NO. 91566	543.80 266.20	810.00
EARTH, INC 169254 DUMP CHARGES 169335 DUMPING	104491/104510 104547 CHECK NO. 91567	720.00 320.00	1040.00
EXELON ENGERY INC 169284 TRANSFORMER 169301 STREET LIGHTING	100421800350 200213900260 CHECK NO. 91568	1475.67 7405.65	8881.32
FCWRD 169285 SEWER	008919000-08/12 CHECK NO. 91569	689.83	689.83
FINIAL PROPERTIES LLC 169308 LAMP	12-1 CHECK NO. 91570	1003.81	1003.81
FIRE ENGINEERING MAG 169276 RENEWAL	61178 CHECK NO. 91571	29.00	29.00
FIRE SAFETY CONSULTANTS 169340 INSPECTIONS	2012968 CHECK NO. 91572	435.00	435.00
FIRST COMMUNICATIONS 169295 PHONE BILL	11575166 CHECK NO. 91573	2095.79	2095.79
FLEET PRIDE 169250 SWITCH	49664403 CHECK NO. 91574	40.18	40.18
FORCE SCIENCE INSTITUTE			



PAYEE		WARRANT REGISTER #	1529	9/13/12
VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT	
FORCE SCIENCE INSTITUTE 169237 CERTIFICATION	1500-08/12 CHECK NO. 91575	1500.00	1500.00	
FULLERS HOME & HARDWARE 169241 ASST HARDWARE	14299 CHECK NO. 91576	393.20	393.20	
FULLERS SERVICE CENTER IN 169240 JUNE CAR WASHES	3081884697 CHECK NO. 91577	336.95	336.95	
FUREY, KARA 169309 KLM REFUND	EN120903/20057 CHECK NO. 91578	250.00	250.00	
GRAINGER, INC. 169249 TARPS	9916295497	150.53		
169306 HOSE REPAIR	9910564591	79.84		
169354 ROBBINS/BROOK PKS	9915028485 CHECK NO. 91579	178.68	409.05	
GROSH, VIRGINIA 169320 KLM REFUND	EN120815/20054 CHECK NO. 91580	425.00	425.00	
H & H INDUSTRIES, INC. 169318 LAMPS	655266 CHECK NO. 91581	97.03	97.03	
HAWKINS, INC. 169230 CONTROLLERS	3379431 CHECK NO. 91582	4012.50	4012.50	
HD SUPPLY WATERWORKS 169235 WATER MAIN	5327667 CHECK NO. 91583	513.52	513.52	
HIIZENGA, PETER H 169264 SITE MNGE/630 S OAK	19848 CHECK NO. 91584	3000.00	3000.00	
HINSDALE LAND ROVER 169346 ESCROW REFUND	A 13 11 CHECK NO. 91585	357.00	357.00	
HUIZENGA, PETER H				

PAYEE VOU. DESCRIPTION	WARRANT REGISTER #	1529	9/13/12	INVOICE AMOUNT	CHECK AMOUNT
	VENDOR INVOICE				
HUIZENGA, PETER H 169274 CONT BD/630 S OAK	19849 CHECK NO. 91586			10000.00	10000.00
IL LIQUOR CONTROL 169365 NON COMPLETION INSPECTION	37400-09/07/12 CHECK NO. 91587			374.00	374.00
ILLINOIS FIRE CHIEFS 169234 CLASS	120866 CHECK NO. 91588			1500.00	1500.00
INDUSTRIAL ELECTRIC 169244 TAPE	197127 CHECK NO. 91589			21.80	21.80
INTERNATIONAL ASSOCIATION 169329 ANNUAL DUES	61258 CHECK NO. 91590			102.00	102.00
INTERNATIONAL EXTERMINATO 169358 EXT FEES	91275676 CHECK NO. 91591			208.00	208.00
J C LICHT CO 169282 PAINT 169283 PAINT	120910116012 120910137700 CHECK NO. 91592			45.98 22.99	68.97
KANG, HYUNGMIN & DENYS 169262 SITE MNGE/5801 S GRANT	20645 CHECK NO. 91593			3000.00	3000.00
KASPERSKI, ERIC 169304 RECERTIFIED	59781 CHECK NO. 91594			100.00	100.00
KIEFT BROS INC 169245 FRAME	188772 CHECK NO. 91595			326.66	326.66
KING, HYUNGMIN 169269 CONT BD/5801 S GRANT	20647 CHECK NO. 91596			10000.00	10000.00
KRAMER FOODS 169305 KITCHEN	120818			3.41	

WARRANT REGISTER #

1529

9/13/12

PAYEE VOU. DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
KRAMER FOODS	CHECK NO. 91597		3.41
KRAMMER, GERALD 169311 KLM REFUND	EN120820/20099 CHECK NO. 91598	250.00	250.00
LAPSHIN, TRACY 169243 SUMMER FENCING	540-08/12 CHECK NO. 91599	540.00	540.00
LINDEMANN, KURT 169345 MILEAGE REIMBURSEMENT	61356 CHECK NO. 91600	67.54	67.54
MARY JO WANGELIN 169263 SITE MNGE/638 S LINCOLN	20394 CHECK NO. 91601	3000.00	3000.00
MARY JO WANGELIN TRUST 169272 CONT BD/638 S LINCOLN	20395 CHECK NO. 91602	10000.00	10000.00
MCBRIAR, CARRIE 169314 KLM REFUND	EN120826/20237 CHECK NO. 91603	500.00	500.00
MIDWEST ENVIRONMENTAL 169369 FIRE PHYSICAL	55064 CHECK NO. 91604	462.00	462.00
MIDWEST TRANSIT EQUIPMENT 169255 HOUSING DASH	155050 CHECK NO. 91605	571.00	571.00
MINER ELECTRONICS 169229 SQUADS 169337 SQUAD REPAIRS	246379 246518 CHECK NO. 91606	95.00 95.00	190.00
MOREE INDUSTRIES LLC 169297 SEAL KIT	0011619 CHECK NO. 91607	221.60	221.60
MOTIVE PARTS CO FMP 169355 AUTO PARTS 169356 AUTO PARTS	50506566 50500059	1047.73 523.80	

## WARRANT REGISTER #

1529

9/13/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MOTIVE PARTS CO FMP	CHECK NO. 91608		1571.53
NEOPOST USA INC 169231 SURE SEAL	13750034 CHECK NO. 91609	41.99	41.99
NEUCO INC 169333 HVAC EQUIPMENT	401307 CHECK NO. 91610	285.12	285.12
NEXTEL/SPRINT 169260 CELL PHONES	977740515 CHECK NO. 91611	1912.12	1912.12
NG, EDMUND 169265 CONT BD/519 THE LANE	20835 CHECK NO. 91612	500.00	500.00
NICOR GAS 169350 350 VINE	1327011000-08/12 CHECK NO. 91613	72.63	72.63
NIPSTA 169321 LEADERSHIP LECTURE	61179 CHECK NO. 91614	100.00	100.00
NORRIDGE SEWER 169273 CONT BD/5500 S GRANT	19945 CHECK NO. 91615	500.00	500.00
NOTARIES ASSOC OF IL. 169299 RUBEN	61283 CHECK NO. 91616	49.00	49.00
PETKINS, JANE 169312 KLM REFUND	EN120824/21003 CHECK NO. 91617	175.00	175.00
PIECZYNSKI, LINDA 169302 PROSECUTOR	5591 CHECK NO. 91618	1347.50	1347.50
PITTACORA, SUE 169344 KLM REFUND	EN120802/20091 CHECK NO. 91619	425.00	425.00

		WARRANT REGISTER #	1529	9/13/12
PAYEE			INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE		AMOUNT	AMOUNT
PLAQUES PLUS				
169293 TROPHIES	17573		180.00	
	CHECK NO.	91620		180.00
POWER DMS INC				
169366 LICENSE RENEWAL	5365		1526.00	
	CHECK NO.	91621		1526.00
PUCKERVILLE FARMS				
169360 FALL FEST	1320-09/12		1320.00	
	CHECK NO.	91622		1320.00
QUARRY MATERIALS, INC.				
169233 COLD PATCH	44921		692.82	
169248 COLD PATCH	44969		619.38	
	CHECK NO.	91623		1312.20
RAY OHERRON CO INC				
169228 UNIFORMS	0058528		26.95	
	CHECK NO.	91624		26.95
RED WING SHOE STORE				
169251 FIRE DEPT BOOTS	450000005352		220.48	
169307 BOOT REPLACEMENT	450000005364		170.00	
	CHECK NO.	91625		390.48
RIVERSIDE PUMPS				
169256 PUMP PARTS	0011597		647.74	
	CHECK NO.	91626		647.74
ROSE LANDSCAPE DESIGN				
169267 CONT BD/644 S LINCOLN	020702		500.00	
	CHECK NO.	91627		500.00
ROSE LANDSCAPE DESIGN				
169268 CONT BD/741 STOUGH	20673		500.00	
	CHECK NO.	91628		500.00
RYAN, BOB				
169347 KLM REIMBURSEMENT	61358		188.69	
	CHECK NO.	91629		188.69
SAFETY SEAL				
169280 SAFETY SEAL	14782		67.50	
	CHECK NO.	91630		67.50
SCHMID, ROBERT				

		WARRANT REGISTER #	1529	9/13/12
PAYEE			INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE		AMOUNT	AMOUNT
SCHMID, ROBERT				
169310 KLM REFUND	EN120819/20025		250.00	
	CHECK NO. 91631			250.00
SECRETARY OF STATE				
169372 SUSPENSION TICKETS	61287		40.00	
	CHECK NO. 91632			40.00
SEDLACEK, JAMES T				
169300 CERTIFIED	60230		100.00	
	CHECK NO. 91633			100.00
SHERMAN, KAREN				
169290 TICKET REFUND	0211060862		20.00	
	CHECK NO. 91634			20.00
SIMPSON, KEVIN				
169361 IACP CONFERENCE	750-09/12		750.00	
	CHECK NO. 91635			750.00
SKYHAWKS SPORT ACADEMY IN				
169226 INSTRUCTION *REIMB EXP*	895223520		606.00	
169232 INSTRUCTION *REIMB EXP*	895224257		2202.70	
169242 INSTRUCTION *REIMB EXP*	895224026		1177.50	
	CHECK NO. 91636			3986.20
SUBURBAN DOOR CHECK				
169319 KEYS	426725		9.20	
	CHECK NO. 91637			9.20
SUBURBAN LABORATORIES, IN				
169359 CSO TESTING	21023		635.00	
	CHECK NO. 91638			635.00
THOMPSON ELEVATOR INSPEC				
169341 INSPECTIONS	122995		100.00	
	CHECK NO. 91639			100.00
THORGUARD INC				
169353 BATTERY	33590		126.12	
	CHECK NO. 91640			126.12
TOMLINSON, PATRICIA				
169315 KLM REFUND	EN120831/20078		500.00	
	CHECK NO. 91641			500.00
TOSHIBA BUSINESS				

WARRANT REGISTER #

1529

9/13/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
TOSHIBA BUSINESS			
169330 COPIERS QTERLY BILLING	9406097	332.10	
	CHECK NO. 91642		332.10
TOTAL PARKING SOLUTIONS			
169368 PARKING METERS	101856	521.65	
	CHECK NO. 91643		521.65
TRAFFIC CONTROL & PROTECT			
169246 SIGNS	74764	47.02	
	CHECK NO. 91644		47.02
TWIN OAKS LANDSCAPING INC			
169348 RETAINAGE	26360	14058.81	
	CHECK NO. 91645		14058.81
UNITED LABORATORIES			
169370 SOAP	022575	235.15	
	CHECK NO. 91646		235.15
UNITED STATES POSTAL SVC			
169225 POSTAGE METER	3000-08/12	3000.00	
	CHECK NO. 91647		3000.00
UPS STORE #3276			
169352 UPS CHARGES	2889/2946/2999	60.53	
	CHECK NO. 91648		60.53
USA BLUE BOOK			
169278 BUFFERS	754845	100.26	
	CHECK NO. 91649		100.26
VERIZON WIRELESS			
169349 POLICE MODEUMS	2793403772	570.15	
	CHECK NO. 91650		570.15
VOORHEES, JOHN			
169294 CLASS REFUND	114437	100.00	
	CHECK NO. 91651		100.00
WAREHOUSE DIRECT INC			
169259 OFFICE SUPPLIES	1663759	329.11	
	CHECK NO. 91652		329.11
WARREN OIL COMPANY			
169334 FUEL	I0739825	28671.78	
	CHECK NO. 91653		28671.78

WARRANT REGISTER #

1529

9/13/12

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
WEST CENTRAL MUNICIPAL 169257 DUES	5737 CHECK NO. 91654	575.00	575.00
WEST SUBURBAN FIREFIGHTER 169275 ANNUAL DUES	61180 CHECK NO. 91655	30.00	30.00
WILLOWBROOK FORD INC 169279 DRAIN PLUGS	5074036 CHECK NO. 91656	14.74	14.74
WIRFS INDUSTRIES, INC. 169367 1013 REPAIRS	23746 CHECK NO. 91657	2260.00	2260.00
WODKA, MARK 169371 REIMBURSEMENT	61285 CHECK NO. 91658	150.00	150.00
XEROX CORPORATION 169277 MONTHLY CHARGE	60785 CHECK NO. 91659	170.00	170.00
BIEGEL, CAROL 169252 REIMBURSEMENT	891 CHECK NO. 91660	520.00	520.00
	GRAND TOTAL		207,489.60



Intergovernmental Personnel Benefit Cooperative			
GBS - Funding Owed Monthly - Standard Billing			
September 2012			
Account	#		Credit
<b>NIHII</b>			
Bensenville			142,264.80
Gilberts			23,314.42
MPEA			52,963.29
North Riverside			198,674.70
River Forest			125,076.96
Rock Falls			100,040.82
SEECOM			19,237.19
Swansea			46,610.17
			<b>\$708,182.35</b>
<b>SCDBP</b>	10-1221-000		
Burr Ridge	10-1221-120		61,829.42
Clarendon Hills	10-1221-130		51,436.71
Darien	10-1221-140		81,443.80
Willowbrook	10-1221-330		41,686.78
Woodridge	10-1221-335		144,916.12
			<b>\$381,312.83</b>
<b>SWAHM</b>	10-1222-000		
Crest Hill			64,060.55
Glen Ellyn			185,916.56
Homer Glen			9,442.64
Lemont			81,281.78
Lockport			93,526.40
Mokena			112,479.01
New Lenox	10-1222-290		147,201.87
Plainfield			193,092.61
Shorewood			63,014.32
			<b>\$950,015.74</b>
<b>WCMC</b>	10-1223-000		
Countryside	10-1223-130		80,432.11
Indian Head Park	10-1223-190		22,106.36
LaGrange Park	10-1223-220		63,324.16
			<b>\$165,862.63</b>
Debit	10-1010-001		<b>13,797,144.96</b>

Intergovernmental Personnel Benefit Cooperative				
GBS - Funding Owed Monthly - Standard Billing				
September 2012				
Account	#			Credit
<b>MEMBERS</b>				
Barrington	10-1210-123			151,096.31
Bloomington	10-1210-126			133,657.35
Buffalo Grove				372,427.05
Carol Stream	10-1210-133			242,842.62
Carpentersville				260,282.38
CLC - JAWA	10-1210-180			42,083.26
Collinsville	10-1210-145			252,693.81
Crystal Lake				383,072.58
Deerfield	10-1210-140			272,860.17
Dekalb				434,203.07
Des Plaines	10-1210-150			690,651.66
Evanston				1,094,883.85
EWBC				224,378.62
Forest Preserve District of DuPage Co	10-1210-160			405,184.47
Franklin Park	10-1210-165			188,834.63
Glenview	10-1210-177			483,041.95
Hanover Park	10-1210-183			\$272,380.25
Highland Park				506,653.28
Hinsdale	10-1210-185			161,513.02
Hoffman Estates	10-1210-186			488,914.78
Homewood	10-1210-187			217,356.84
Libertyville				225,254.55
Morton Grove				290,530.75
Mount Prospect	10-1210-253			431,317.16
NIHII				708,182.35
NWS - JAWA	10-1210-202			21,645.09
Northbrook	10-1210-204			513,237.45
Northbrook Library				47,813.71
Oswego				140,693.35
Oswego Park District				35,434.00
Rolling Meadows	10-1210-287			298,806.84
SCDBP	10-1221-000			381,312.83
Schaumburg				818,880.33
Streamwood	10-1210-295			246,320.05
SWAHM	10-1222-000			950,015.74
WCMC	10-1223-000			165,862.63
West Chicago	10-1210-335			168,500.00
Westmont	10-1210-337			178,000.05
Westmont Park District	10-1210-338			13,706.73
Wheaton	10-1210-343			310,185.16
Wheeling	10-1210-345			418,334.84
Wood Dale	10-1210-347			154,099.40
				<b>13,797,144.96</b>
<b>EWBC</b>				
Beecher				20,993.09
Coal City				26,034.37
Crete				48,736.25
Crete Township				14,699.65
Monee				32,903.15
Peotone				26,867.01
Steger				54,145.10
				<b>\$224,378.62</b>