

DRAFT

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
February 16, 2010**

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, February 16, 2010 at 7:36 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, Bob Saigh, Laura LaPlaca, Doug Geoga, Cindy Williams and Bob Schultz

Absent: None

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Assistant Village Manager/Director of Finance Darrell Langlois, Acting Director of Community Development Robb McGinnis, Police Chief Brad Bloom, Fire Chief Mike Kelly, Director of Public Services George Franco and Deputy Village Clerk Christine Bruton

Also Present: Amy Deis representing The Doings, Christine Martin with the Tribune and Don Grigus, Suburban Life

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustees Saigh and Angelo and President Cauley asked for corrections to the minutes. Trustee Geoga moved **to approve the minutes of the Regular Meeting of February 1, 2010, as amended.** Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

Kathy Gartlan of 616 S. Lincoln Street addressed the Board in the matter of the cell antennae installation at the high school, she referenced materials she has provided the Board that support her position that this installation is a health risk to the students at the high school. She explained that more information is coming out on this matter and referenced articles in Prevention and GQ magazine about the dangers of proximity to cell towers. She believes there are other locations for the antenna and commented that a Village employee had suggested a location near Veeck Park. She will oppose a water tower site because of the danger to the water supply.

Mr. Richard Ciccarone of 733 S. Bodin Street, former Village Trustee, addressed the Board on the matter of public safety. He stated that response times are an important issue when it comes to saving lives and property, and referenced a ten minute benchmark. He drove from Clarendon Hills to Hinsdale as a test; he caught one train and it took six minutes—too close a margin. He suggested that if Clarendon Hills would open the gates in front of Lions Park Pool for emergency vehicles it would be helpful. He cautioned the Board to reduce public safety only if absolutely necessary.

President Cauley agreed that the road by Lions Park Pool is a crucial access point and, in fact, Chief Kelly and Village Manager Cook had already successfully addressed this issue with Clarendon Hills.

Margaret Woulfe-Ahrens of 135 S. Clay, former Village Trustee and current volunteer on the Board of Fire and Police Commissioners expressed concern that it does not appear that the intergovernmental agreement on the agenda tonight has been discussed at the committee level. She believes that public input critical. She pointed out that people campaigned on no cuts in fire and police, and yet it has happened. She described the rigorous and thorough hiring process in Hinsdale for fire and police personnel. She believes there should be full disclosure of facts concerning these cuts and agreements. Her experience with a paid on call community was not good. She noted that the agreement provides for a five year term with a one year notice for termination, but for a new agreement such as this, she thinks it should be evaluated sooner.

Trustee Williams thanked Ms. Woulfe-Ahrens for articulating many of her own concerns. She asked her to describe in more detail the selection process for fire and police candidates.

Mr. John Hakim of 820 S. Bruner addressed the Board on the public safety issue. He prefaced remarks by stating that he was a Police Superintendent in India for seven years before coming to this country, and as he had faced communist terrorism,

he feels qualified to talk about police work and first responders. The Village needs to be sure they have enough staff to respond to breaking and entering situations, domestic disputes and any other alarm. He expressed concern about closing the 911 center because some of these people act as matrons. If there is a delay in fire department response, more than one home could be affected. He asked the Board to consider these matters carefully.

VILLAGE PRESIDENT'S REPORT

President Cauley, in the matter of the Fiscal Year 2010-2011 budget, stated that he and Trustee Geoga have worked closely with staff on the budget, a draft will go to the Trustees in their Friday packet and be posted on the website. In the next two weeks it will be reviewed by the Finance Commission and discussed at the special budget meeting of the Village Board on March 1st.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley asked for a motion to appoint Mr. John Bohnen for a three year term on the Historic Preservation Commission. He noted Mr. Bohnen's qualifications. Trustee Angelo moved to **approve the appointment to the Historic Preservation Commission as recommended by President Cauley**. Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Geoga

NAYS: Trustees Williams and Schultz

ABSTAIN: None

ABSENT: None

Motion carried.

CONSENT AGENDA

Items Recommended by Environment & Public Services Committee

- a) Resolution Adopting Legislative Positions for 2010 Legislative Session not addressed
- b) Resolution Approving the Expenditure/Authorization of Motor Fuel Tax Funds in the amount of \$3,704.54 – for Improvements by Municipality under the Illinois Highway Code for various streets (Omnibus vote)

- c) A Resolution Adopting A Sidewalk Master Plan and an Ordinance Amending Section 7-1-8 (Sidewalks; Construction and Grade) of the Village Code of Hinsdale Concerning the Installation and Alteration of Sidewalks re moved

President Cauley introduced the Consent Agenda and Trustee LaPlaca said that Items A and C were not discussed and were forwarded to the next meeting of the Environment & Public Services Committee. President Cauley read Item B: Resolution Approving the Expenditure/Authorization of Motor Fuel Tax Funds in the amount of \$3,704.54 – for Improvements by Municipality under the Illinois Highway Code for various streets. Trustee Angelo moved to **approve the Consent Agenda, as amended**. Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Trustee Geoga moved **Approval and Payment of the Accounts Payable for the period of January 29, 2010 through February 12, 2010 in the aggregate amount of \$666,340.44 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk**. Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ZONING AND PUBLIC SAFETY

President Cauley began discussion by stating that he heard the public safety comments tonight and reiterated that public safety is a foremost concern and would not be sacrificed to save money. He further stated that only a handful of municipalities in DuPage County still have their own dispatch centers and it is his

understanding that all are exploring a move to regional dispatch. For Hinsdale, this is an essential first step to shared services. Clarendon Hills, Burr Ridge and Willowbrook all use Southwest Central Dispatch. Police Chief Bloom has researched this matter and recommends Southwest Central Dispatch. Currently, Hinsdale pays \$512,000 annually to support its own dispatch center. The first year Hinsdale will save \$164,000, the second year \$209,000 and \$145,000 per year thereafter. He expressed concern over the loss of jobs, and noted Village efforts to find employment for those persons. Further, the Village will be very involved in Southwest's management going forward. As Village President he will be on their Board and Chief Kelly and Chief Bloom will be on their Executive Committee. Further, as part of the dispatcher training program Southwest personnel will ride along with Hinsdale police officers so as to become familiar with Hinsdale parks, churches and schools. In short, the move to Southwest Central Dispatch will save the Village a significant amount of money, have no adverse impact on public safety and will provide a necessary first step to sharing police and fire services with surrounding communities.

Trustee Schultz made a **motion to invoke Rule 7 for the following items:**

- a) Southwest Central Dispatch
 - 1) Ordinance Authorizing the Participation by the Village of Hinsdale in Southwest Public Safety Communications ("Southwest Central Dispatch")
 - 2) Resolution Approving Joint Public Safety Agreement – Southwest Central Dispatch
 - 3) Approval of Purchase Order to Motorola, Inc. in the amount of \$33,190.15 for purchase of 28 portable radios, 1 mobile radio and necessary accessories
- b) Sharing of Fire Services with Clarendon Hills
 - 1) Resolution Authorizing an Intergovernmental Agreement between the Villages of Clarendon Hills and Hinsdale in Regard to the Sharing of Fire Department Services

Trustee Williams seconded the motion. Discussion followed regarding the process followed with these issues. President Cauley pointed out that Clarendon Hills is voting on this matter tonight. Clarendon Hills and Hinsdale will respond to all calls, the agreement provides for the sharing of personnel, equipment and training costs. With shared dispatch, response time will be improved, the Village will save \$164,000 the first year and would have the option to terminate the agreement with one year notice. Currently the Village has two shifts with eight firefighters and one shift with seven, there would be 10 persons per shift after approval of this agreement. Additionally, because of the location of the fire stations, response time will be better, particularly in southern Hinsdale.

ENVIRONMENT AND PUBLIC SERVICES

No report.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

STAFF REPORTS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Williams remarked that she appreciated former Trustees coming forward to express their concerns regarding public safety. She does not believe that this matter has had the proper exposure to the public. The community should debate the matter and the ZPS Committee should have a discussion. She encouraged residents to come forward. She stated that staffing cuts should be done in the context of prioritization. The budget process was different this year, it will be unveiled on Friday, however, if we don't know what cuts need to be made why rush to fire Village staff? She believes capital expenditures should be deferred to save employees. It is discouraging to be a Trustee and cut out of the budget process, but she won't vote to fire eight people tonight.

Trustee Geoga stated that, regarding the budget process, typically Village management develops a draft, which goes before the Finance Commission and then the Village Board. This year, because of the dire financial situation, he and the Village President have been working with management, getting involved earlier, and examining the budget line by line. In the matter of the agreement with Clarendon Hills, this was a measure before the Board with a positive financial impact without impacting public safety. If the Board had had the discussion tonight, the people who are entrusted with management of these departments would have been allowed to explain the matter to residents.

President Cauley stated that the problems with the budget can't be discussed effectively in closed session. There are still two weeks for all to view the draft and for it to be vetted. Due to the fact that only two members of the Village Board can meet without violating the Open Meetings Act, the nitty-gritty line by line examination of

the budget was done by himself and Trustee Geoga with the Village Manager and the Finance Director. It was an attempt to start early, there was no effort to hide anything and he believes they did a good job figuring out what can be cut. There is still plenty of time for everyone to weigh in. Trustee LaPlaca commented that it is important that people have factual information so as not to be susceptible to fear-mongering. Trustee Saigh asked people to inform themselves; these materials are available on the Village website and he believes that consideration, professionalism and forethought has gone into the preparation of these materials. He also noted that the subject of shared services is not a new one and that former Village President Woerner had conducted informational meetings on this topic and it has come up in the preparation of previous budgets.

On another matter, Trustee Saigh said the the EPS meeting prior to this one was a good one. There was a review of pesticide management and he noted the proaction of the Village on this matter. This information is available on the website and he hoped for press attention to the matter. Trustee LaPlaca noted that as of Spring 2010, Hinsdale will be pesticide free.

ADJOURNMENT

There being no further business before the Village Board of Trustees and no need for a Closed Session, Trustee LaPlaca **moved to adjourn the meeting of February 16, 2010.** Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Williams, Geoga, Schultz

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:41 p.m.

ATTEST: _____
Christine M. Bruton, Deputy Village Clerk

P 545T

**VILLAGE OF HINSDALE
MINUTES OF THE
SPECIAL MEETING OF THE
VILLAGE BOARD OF TRUSTEES
February 16, 2010**

The Special 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, February 16, 2010 at 7:14 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, Bob Saigh, Laura LaPlaca, Cindy Williams, Doug Geoga and Bob Schultz

Absent: None

Also Present: Village Attorney Ken Florey, Village Manager Dave Cook, Assistant Village Manager/Director of Finance Darrell Langlois, Acting Director of Community Development Robb McGinnis, Police Chief Brad Bloom, Fire Chief Mike Kelly and Deputy Village Clerk Christine Bruton

ADJOURNMENT

President Cauley asked for a motion to adjourn to Closed Session and not to reconvene. Trustee LaPlaca **moved to adjourn the special meeting of February 16, 2010 into closed session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, not to reconvene.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Saigh, LaPlaca, Geoga, Schultz

NAYS: Trustee Williams

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 7:17 p.m.

ATTEST: _____
Christine M. Bruton, Deputy Village Clerk

REQUEST FOR BOARD ACTION

Agenda Section Number	Zoning and Public Safety Committee	Originating Department	Police
Item Number	Wellness House 20 th Anniversary Walk/Run May 2, 2010	Approved	Chief Bradley Bloom

SUMMARY OF REQUESTED ACTION:

Wellness House will be celebrating their 20th anniversary, which will be held on Sunday, May 2, 2010. A run/walk will include courses for a 5k run, 3k run and a 5k walk.

Attached is a request from Wellness House to close Hillgrove Avenue (between Oak and County Line) and County Line (between Hillgrove and Walnut) being closed from Friday, April 30th through the morning of Monday, May 3rd. This would include prohibiting parking in the village spaces on County Line across from Wellness House starting that Friday as well.

This is the same street closure that was approved the last couple years and it was not problematic due to the light traffic volumes.

They are also requesting parking restrictions on Walnut Street between Oak and Mills to accommodate the competitive race and the use of Veeck Park and the Highland Depot for race parking on Sunday only. Over the last couple years this request has helped with safety concerns. We do not foresee any concerns with this request and recommend approval.

Approval	Approval	Approval	Approval	Manager's Approval
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COMMITTEE ACTION:

On February 22, 2010, the Zoning and Public Safety Committee unanimously passed the motion as recommended.

BOARD ACTION:

MOTION: Move to recommend that the Village Board approve a request from Wellness House to close Hillgrove between Oak and County Line and County Line between Hillgrove and Walnut from Friday, April 30th through Monday, May 3rd, 2010, to accommodate a tent for the 20th Anniversary celebration of Wellness House in Hinsdale competitive race on May 2, 2010. They are also requesting parking restrictions on Walnut Street between Oak and Mills to accommodate the race and the use of Veeck Park and Highland Depot for race parking.



Challenging Cancer. Creating Community. Changing Lives.



November 16, 2009

Chief Brad Bloom
Village of Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL 60521

Dear Chief Bloom,

We are in the planning stages for a 20th anniversary celebration run/ walk for Wellness House, which will be held on Sunday, May 2, 2010. The Courses will include a 5k run, 3k run and 5k walk. We sincerely appreciate your efforts in keeping the event safe and fun for all.

We respectfully request that Hillgrove Ave. (between Oak and County Line) and County Line (between Hillgrove and Walnut) be closed starting on Friday, April 30 through the morning of Monday, May 3. This would include prohibiting parking in the village spaces on County Line across from Wellness House starting that Friday as well. Additionally, because of safety concerns in 2007, we would like to prohibit parking on Walnut (between Oak and Mills) for Sunday only.

Please know that this request is to accommodate the tent set-up prior to the event and the large crowds that we anticipate at the event itself on Sunday. It is our intent to not stake Village property. Attached are our request for the event, along with insurance documentation, maps of the courses and race chair information.

Thank you for your time and consideration of our request. We will be in contact soon to schedule a meeting to discuss details and logistics. Should you have any questions please call Kate Fortney at Wellness House (630) 654-5113.

Sincerely,

Kate Fortney
Events Coordinator
Wellness House

BOARD OF DIRECTORS

Chair

Blair R. Haarlow

Members

Tracy Anderson
Robert H. Baum
Patricia W. Bruder
Richard M. Burrige
Sharon Cloghessy
Michael Dahl
Richard W. George
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James N. Hallene
Thomas M. Hickey
Cheri Jones
David Jones
Margarette M. Lawless
Thomas S. Lee
Brian Musso
Tina Porterfield
Brad Warble

Courtyard

Juanita Elder

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Jeannie Cella, MS, LEPC

LIFETIME TRUSTEES

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Mary Grace and Kevin Burke
Lynne and A. William Haarlow III
Allen Koranda
Kay and Fred Krehbiel
Marcia and Thomas McCormick
Edward T. McGowan

HONORARY BOARD

Tornie and Stu MacKay
Terri and Dick Barrett

VILLAGE OF HINSDALE
COMPETITIVE RACE PERMIT

INSTRUCTIONS: Please fill out this application completely and accurately and return to:
Chief of Police, Village of Hinsdale
121 Symonds Drive, Hinsdale, IL 60521

FILING PERIOD: Competitive Race Permit must be filed with the Chief of Police not less than 60 days nor more than 365 days before the date on which it is proposed to conduct the race.

REQUIREMENTS: **CERTIFICATE OF INSURANCE** - Insurance Services Office Commercial General Liability Occurrence form CG 0001 with the Village of Hinsdale as additional insured, on a form at least as broad as the attached sample.
COMMERCIAL GENERAL LIABILITY - \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

PERSON APPLYING FORTNEY KATE P
(Last) (First) (Middle)
FOR ONE EAST SCOTT, APARTMENT 1412
PERMIT: (Home Address)
CHICAGO, IL 60610 312-350-1272
(Town/State/Zip) (Phone)

NAME OF ORGANIZATION: WELLNESS HOUSE
ADDRESS OF ORGANIZATION: 131 N. COUNTY LINE Rd., HINSDALE, IL 60521
AUTHORIZED HEAD OF ORGANIZATION: JEANNIE CELLA **PHONE:** 630-654-5101
RACE CHAIRMAN: 5 CHAIRS - SEE ATTACHED **PHONE:** _____
CHAIRMAN'S ADDRESS: _____
DATE OF RACE: MAY 2, 2010 **STARTING TIME:** 7:00AM **TERMINATING TIME:** 12:00 PM
RACE ROUTE: (Attach map if possible) SAME AS PAST RACES (MAP ATTACHED)

ASSEMBLY LOCATION: WELLNESS HOUSE **ASSEMBLY TIME:** 7:00AM
NUMBER OF PERSONS PARTICIPATING: 2500 **TYPE OF RACE:** _____
NUMBER OF VEHICLES & TYPE PARTICIPATING: N/A
MAXIMUM LENGTH OF RACE: 6.2 **MILES**
PORTION OF STREETS TO BE TRAVERSED/OCCUPIED BY RACE: 100%

SIGNATURE OF APPLICANT: Kate Fortney **DATE:** 9/13/09

1.) WE WILL NEED THE SERVICES OF 5 OFF DUTY POLICE MEN/WOMEN

FOR OFFICE USE ONLY

COMPETITIVE RACE PERMIT APPLICATION:

SPECIAL REQUIREMENTS:

Marshalls X at each intersection Communications _____

First Aid Stations _____ Check Points _____

Refuse Containers _____

Identification placards must be minimum size of 5" x 8" and worn on chest and back of individual participant _____

Other (specify) _____

5 off-duty officers stationed at agreed upon corners when safety is a concern.

Permit Issued 1

Notice of Rejection _____

Signature: B. E. J.
Chief of Police or Designee

Date: 11/30/09

Wellness Walk Race Chairs:

Susan Owens – 331 Fuller Road, Hinsdale, IL 60521 - (630)986-1284

Bob Baum – P.O. Box 1257, Deerfield, IL 60015- (847) 916-7753

Roxy Goebel – 3517 Madison Street, Hinsdale, IL 60521

Tina Porterfield – 314 N. Bruner Street, Hinsdale, IL 60521 (630)325-7654

B.J. Chimenti – 28 S Grant St, Westmont, IL 60559 (630)271-0231

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID MS
WELLN-1DATE (MM/DD/YYYY)
07/20/09

PRODUCER

Esser Hayes Insurance Group, I
1811 High Grove, Suite 139
Naperville IL 60540-2830
Phone: 630-355-2077THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Wellness House
131 N. County Line Rd.
Hinsdale IL 60521

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: WESTFIELD INSURANCE COMPANY

24112

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	BOP1673981	06/25/09	06/25/10	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 4000000 PRODUCTS - COMP/DP AGG \$ 2000000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BOP1673981	06/25/09	06/25/10	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000 BODILY INJURY (Per person) \$ 2000000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCP1671527	06/25/09	06/25/10	<input checked="" type="checkbox"/> WC STATO- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

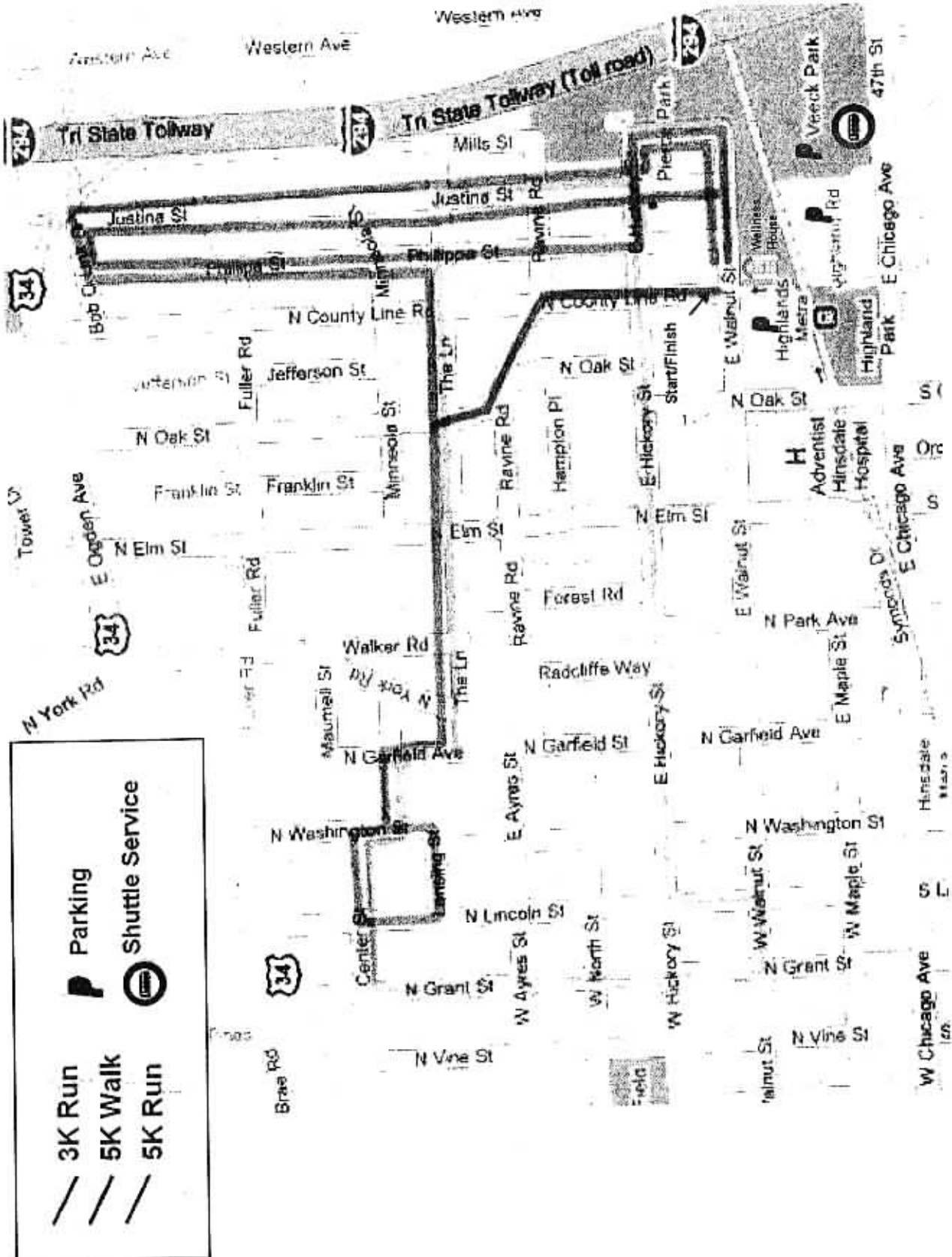
SPECIME

SPECIMEN CERTIFICATE


CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



MEMORANDUM


Date: February 25, 2010
To: President and Board of Trustees
From: Chris Bruton, Deputy Clerk 
RE: Village Board Agenda for March 2, 2010

Please note that a copy of all materials listed under the Consent Agenda from the Administration and Community Affairs Committee can be found in the ACA packet for the meeting held on March 1st.

Thank you.

cc: Village Attorney
Department Heads

DATE February 26, 2010

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois  Assistant Village Manager/Director of Finance

At the meeting of March 02, 2010 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 February 13, 2010 through February 26, 2010 in the aggregate amount of 693,659.00 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

APPROVAL	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1476

FOR PERIOD February 13, 2010 through February 26, 2010

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$693,659.00 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 2/25/10
ASSISTANT VILLAGE MANAGER/DIRECTOR OF FINANCE

APPROVED BY  DATE 2/25/10
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TREASURER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1476
Summary By Fund**

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	126,249.40	-	-	126,249.40
Motor Fuel Tax Fund	23000	3,174.43	-	-	3,174.43
Water & Sewer Operations	61061	132,336.38	-	-	132,336.38
Water & Sewer Capital	61062	145,694.13	-	-	145,694.13
Police Pension Fund	71100	8,435.71	-	-	8,435.71
Firefighter's Pension Fund	71200	6,197.81	-	-	6,197.81
Payroll Revolving Fund	79000	8,826.65	-	262,744.49	271,571.14
Total		430,914.51	-	262,744.49	693,659.00

WARRANT REGISTER

1476

3/ 2/10

PAYEE	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
VOU. DESCRIPTION			
AFLAC FLEXONE			
49451 AFLAC OTHER	021910000000000	405.67	
49452 AFLAC OTHER	021910000000000	310.78	
49453 AFLAC SLAC	021910000000000	271.20	
	CHECK NO. 81646		987.65
CHARLES SCHWAB J C			
49460 PENSION REFUND	619781	6197.81	
	CHECK NO. 81647		6197.81
COLONIAL LIFE & ACCIDENT			
49443 COLONIAL OTHER	021910000000000	27.63	
49444 COLONIAL S L A C	021910000000000	70.47	
	CHECK NO. 81648		98.10
FEDERAL RESERVE BANK			
49445 SAVINGS BONDS	021910000000000	50.00	
	CHECK NO. 81649		50.00
CRANT SQUARE RESTAURANT			
49461 EMERGENCY DINNERS	80506	805.06	
	CHECK NO. 81650		805.06
ECMR DEPOT CREDIT SERVICE			
49457 BALANCE DUE	003542837/107616	21.51	
	CHECK NO. 81651		21.51
LSNB AS TRUSTEE FOR POST			
49454 PEHPPD	021910000000000	549.56	
49455 PRHP REGULAR	021910000000000	2435.39	
	CHECK NO. 81652		2984.95
NATIONWIDE RETIREMENT SOL			
49446 USCM/PEBSCO	021910000000000	50.00	
49447 USCM/PEBSCO	021910000000000	1630.00	
	CHECK NO. 81653		1680.00
VOID & REISSUE CHECK			
	CHECK NO. 81654		
STATE DISBURSEMENT UNIT			
49456 CHILD SUPPORT	021910000000000	1461.70	
	CHECK NO. 81655		1461.70
VILLAGE OF HINGDALE			
49448 MEDICAL REIMBURSEMENT	021910000000000	628.53	

WARRANT REGISTER

1476

3/ 2/10

PAYEE	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
VILLAGE OF HINSDALE			
49449 MEDICAL REIMBURSEMENT	021910000000000	605.50	
49450 DET CARE REIMBURSEMENT	021910000000000	330.22	
	CHECK NO. 81656		1564.25
LPL FINANCIAL CORPORATION			
49462 PENSION REFUND	4233-0752	8435.71	
	CHECK NO. 81657		8435.71
MANGANIELLO, JIM			
49463 WATER READINGS	128568-02/10	1285.68	
	CHECK NO. 81658		1285.68
A/R CONCEPTS INC			
49503 COLLECTION FEES	39108	391.08	
49504 COLLECTION FEES	180-02/10	180.00	
	CHECK NO. 81659		571.08
ACERVEDO, LILIA			
49427 TICKET REFUND	17524	37.50	
	CHECK NO. 81660		37.50
AMERICAN EXPRESS			
49476 ASST CHARGES	1742412049	319.16	
	CHECK NO. 81661		319.16
AT & T			
49500 CIRCUITS	6303232121-02/10	1842.53	
	CHECK NO. 81662		1842.53
BASTASTINI, DAVID			
49411 TICKET REFUND	274387	25.00	
	CHECK NO. 81663		25.00
BEMES INC			
49435 REGULATOR	186954	74.66	
	CHECK NO. 81664		74.66
BRANIFF COMMUNICATIONS IN			
49486 ANNUAL MAINT	0021523	1081.50	
	CHECK NO. 81665		1081.50
CASE LOTS INC			
49391 PAPER SUPPLIES	021170	290.85	
	CHECK NO. 81666		290.85
CDW-GOVERNMENT INC.			

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PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
CDW-GOVERNMENT INC.		
49396 GAS BOY	RQS9045	59.24
	CHECK NO. 81667	59.24
CINTAS		
49402 RUGS TOWELS ETC	769373790	161.31
49481 RUGS TOWELS ETC	769377584	242.81
	CHECK NO. 81668	404.12
CITY OF ST CHARLES		
49501 USED MOTOROLA VRM850	2500-02/10	2500.00
	CHECK NO. 81669	2500.00
CLARENDON HILLS PARK DIST		
49390 COOP PROGRAM	76580	765.00
	CHECK NO. 81670	765.00
COLLEGE OF DUPAGE		
49418 SLRA	SLE012710027	220.00
	CHECK NO. 81671	220.00
COMCAST		
49406 POLICE TV	0031716-02/10	39.97
	CHECK NO. 81672	39.97
COURTNEY, ANGI		
49423 KIM REFUND	BN100116/19151	200.00
	CHECK NO. 81673	200.00
COURTNEYS SAFETY LANE		
49470 INSPECTION	4108488	12.00
	CHECK NO. 81674	12.00
DIRECT ADVANTAGE INC		
49376 12/09 WRH HOSTING	3893	5025.00
	CHECK NO. 81675	5025.00
DISTINCTIVE INTERIORS		
49397 BALANCE DUE	100302	1338.20
	CHECK NO. 81676	1338.20
DLAND CONSTRUCTION LLC		
49388 50/50 SIDEWALK	443-1	3174.43
	CHECK NO. 81677	3174.43
DUPAGE COUNTY OHSEM		
49434 SEMINAR	58344	40.00

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PAYER

INVOICE

CHECK

VOU. DESCRIPTION

VENDOR INVOICE

AMOUNT

AMOUNT

DUPAGE COUNTY OHSEM

CHECK NO. 81678

40.00

DUPAGE WATER COMMISSION

49381 WATER

8566

118339.13

CHECK NO. 81679

118339.13

EMBASSY COFFEE SERVICE

49378 COFFEE SUPPLIES

69963

124.84

49493 COFFEE SUPPLIES

71518/70608/6796

298.09

CHECK NO. 81680

422.93

ERLA INC

49382 ANNUAL SERVICE

5112945

230.78

CHECK NO. 81681

230.78

EXCELL FASTENER SOLUTIONS

49437 FASTENER

1010

74.18

CHECK NO. 81682

74.18

KARLON ENGINEERING INC

49381 TRANSFORMER

100421800040

2646.21

CHECK NO. 81683

2646.21

FRINAA

49478 MEMBERSHIP

58256

88.00

CHECK NO. 81684

88.00

FIRESTONE STORES

49490 TIRES

77100

509.72

CHECK NO. 81685

509.72

FUCHS & ROSELLI, LTD

49428 PROFESSIONAL SERVICES

110078

157.50

CHECK NO. 81686

157.50

G & K SERVICES

49389 UNIFORMS

1028396697

258.87

49495 UNIFORMS

1028399332

258.87

CHECK NO. 81687

517.74

GATOR CHEF

49491 STOVE

40334

3075.76

CHECK NO. 81688

3075.76

GIULIANOS

49502 EMERGENCY DINNERS

12354-02/10

123.54

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PAYEE VOU, DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
GIULIANOS	CHECK NO. 81689		123.54
	*		
COLFVIEW HILLS WOMENS	BN100129/19014	200.00	
49421 KLM REFUND	CHECK NO. 81690		200.00
GRAINGER, INC.			
49413 LAMP	9180429310	13.40	
49414 GRASS	9180429228	26.76	
49417 REPLACEMENT JAW	9173205346	107.24	
49419 PARTS	9173187957	45.92	
	CHECK NO. 81691		193.32
HD SUPPLY WATERWORKS			
49492 WATER METERS	0085209	3674.00	
	CHECK NO. 81692		3674.00
HERNANDEY, MARQUERITE			
49422 KLM REFUND	BN100123/19163	450.00	
	CHECK NO. 81693		450.00
HOPKINS, DAN			
49432 CONFERENCE	2604942	85.00	
	CHECK NO. 81694		85.00
HR BLUEPRINT			
49487 MAPS 1/10	77040/209/224	32.00	
	CHECK NO. 81695		32.00
HUFF & HUFF INC			
49380 PCWRD MEETINGS	1001045	705.75	
	CHECK NO. 81696		705.75
I.D.E.S			
49505 UNEMPLOYMENT 4TH QTR	08009387	5691.00	
	CHECK NO. 81697		5691.00
IMAGE PX CORPORATION			
49486 GRAPHICS	13455	390.00	
	CHECK NO. 81698		390.00
INDUSTRIAL ELECTRIC			
49385 TRANSFORMER	180883	72.00	
49404 PHOTO CELL	181146	24.00	
	CHECK NO. 81699		96.00

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PAYEE

INVOICE

CHECK

VOU. DESCRIPTION

VENDOR INVOICE

AMOUNT

AMOUNT

INFORMATION DEVELOPMENT

49398	TRAINING FOR WATER BILLIN	13532		1300.00	
49399	INRF REPRINT	13531		750.00	
49464	WEB BASED/DIALOG	13519		5561.00	
49467	RENEWAL 9/07	010510		1095.00	
	CHECK NO.	81730			8706.00

JOHN BURNS CONSTRUCTION

49426	VERCK PARK	#12		144988.38	
	CHECK NO.	81701			144988.38

KARNEZIS, DENA

49415	TICKET REFUND	05263		37.50	
	CHECK NO.	81702			37.50

KIPPS LAWNMOWER SALES

49405	PARTS	376356		114.66	
	CHECK NO.	81703			114.66

KLAB INC, DGA

49466	SR TAXI SERVICES	10050/100049		736.50	
	CHECK NO.	81704			736.50

KUBIS AUTO BODY SHOP INC

49482	UNIT #040 REPAIRS	24093		4668.11	
	CHECK NO.	81705			4668.11

LEHIGH HANSON

49392	SAND	5144124/610		813.79	
	CHECK NO.	81706			813.79

LEXIS NEXIS RISK & INFO

49471	BACKGROUND VERIFICATION	473412		6.50	
	CHECK NO.	81707			6.50

VOIDED CHECK

CHECK NO.	81708
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MARATHON SPORTSWEAR

49420	BLDG JACKETS	114440/114436		153.77	
	CHECK NO.	81709			153.77

MARIK, JILLIAN

49469	REISSUE CK#99219	29439		294.39	
	CHECK NO.	81710			294.39

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PAYER VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MCMASTER-CARR SUPPLY CO 49472 CABLE	47179475 CHECK NO. 81711	35.21	35.21
MIDWEST AIR PRO 49474 SERVICE CALL	11302 CHECK NO. 81712	175.00	175.00
MIDWEST ENVIRONMENTAL 49442 HEALTH EVALUATION	494330-01/10 CHECK NO. 81713	395.00	395.00
MIDWEST HEALTH WORKS 49497 DRUG TESTING 49498 DRUG TESTING	16133 16132 CHECK NO. 81714	144.00 50.00	194.00
MY NEW NEIGHBOR I 49416 HOME VISITS	2755 CHECK NO. 81715	20.00	20.00
NAPA AUTO PARTS 49374 AUTO PART	100032/333/2342 CHECK NO. 81716	491.60	491.60
NATIONAL TRUST HISTORIC 49436 2010 MEMBERSHIP DUES	57926 CHECK NO. 81717	115.00	115.00
NICOR GAS 49439 PLATFORM TENNIS 49440 5905 COUNTY LINE RD	0667735657-01/10 1295211000-01/10 CHECK NO. 81718	1510.52 448.89	1959.41
NORTH AMERICAN SALT CO. 49401 ROAD SALT 49483 ROAD SALT	70477796 70483379 CHECK NO. 81719	5184.76 5196.72	10381.48
NUCO2 INC. 49480 POOL CHEMICALS	NR76570969 CHECK NO. 81720	34.78	34.78
OAKLEES GUIDE 49394 AD/PARKS	7065 CHECK NO. 81721	534.00	534.00

WARRANT REGISTER

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PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
OFFICEMAX/A BOISE COMPANY		
49375 BAL DUE	348002/393691	13.96
49433 OFFICE SUPPLIES	802918	207.56
	CHECK NO. 81722	221.52
PEAKE, MARCIA		
49424 KLM REFUND	8N100110/19157	250.00
	CHECK NO. 81723	250.00
PROLIANCE ENERGY, LLC		
49387 GAS	2810011001477	12076.87
	CHECK NO. 81724	12076.87
PTR TRUCKS PARTS & SERVIC		
49477 FILTERS	078260	59.64
	CHECK NO. 81725	59.64
PURGATORIO, NICK		
49409 TICKET REFUND	19303	45.00
	CHECK NO. 81726	45.00
QUEST COMMUNICATIONS		
49441 LD TELEPHONE	6825-01/10	68.25
	CHECK NO. 81727	68.25
RAILROAD MANAGEMENT CO		
49403 STORM DRAIN/PIPELINE	258121	515.00
	CHECK NO. 81728	515.00
ROBBINS SCHWARTZ NICHOLA		
49438 JUNE LEGAL	278412	41004.86
	CHECK NO. 81729	41004.86
RYDIN SIGN & DECAL		
49465 2010 PARKING PERMITS	249703	406.22
	CHECK NO. 81730	406.22
SECRETARY OF STATE		
49430 PLATE TRANSFER	58346	25.00
	CHECK NO. 81731	25.00
SERVICE FORMS & GRAPHICS		
49395 CARDS/INSPECT SLIPS	131285/131286	227.84
49484 CHECKS	131364/365	799.00
	CHECK NO. 81732	1026.84
SUBURBAN BLDG OFF CONF		

WARRANT REGISTER

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PAYEE	VENDOR INVOICE	INVOICE	CHECK
WCC. DESCRIPTION		AMOUNT	AMOUNT
SUBURBAN BLDG OFF CONF			
49489 BLDG SEMINAR	750-02/10	750.00	
	CHECK NO. 81733		750.00
SUBURBAN DOOR CHECK			
49499 CYLINDER	394566	43.00	
	CHECK NO. 81734		43.00
TEXOR PETROLEUM CO INC			
49393 FUEL	278283	12537.73	
	CHECK NO. 81735		12537.73
THIRD MILLENIUM			
49400 UTILITY BILLING	12309	1040.94	
	CHECK NO. 81736		1040.94
THOMPSON ELEVATOR INSPEC			
49377 INSPECTIONS	100211	400.00	
	CHECK NO. 81737		400.00
TOTAL ENVIRONMENTAL			
49379 55TE INTERSECTION	661	1050.00	
	CHECK NO. 81738		1050.00
TRANE			
49384 KNOB UNIT STAT	366372581	16.32	
49473 ASST PARTS	367866981	86.65	
	CHECK NO. 81739		102.97
TREE TOWN REPRO SERVICE I			
49412 SIDEWALK MAP	140314	17.00	
49475 SIDEWALK MAP	140314	41.00	
	CHECK NO. 81740		58.00
UNANDER, LAURA			
49425 KLM REFUND	EN100102/18641	500.00	
	CHECK NO. 81741		500.00
UNISOURCE			
49468 CLEANER	56426	45.00	
	CHECK NO. 81742		45.00
US POSTMASTER			
49494 PERMIT #137 RENEWAL	137-02/10	370.00	
	CHECK NO. 81743		370.00
VK2N GOERS & SONS GREEN			

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PAYEE	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
VERM GORRS & SONS GREEN			
49431 FLOWERS	45190	25.20	
	CHECK NO. 81744		25.20
VILLAGE OF HINSDALE-FINAN			
49496 FINANCE PETTY CASH	46319	463.19	
	CHECK NO. 81745		463.19
WARSHAWER, PAUL			
49429 KLM REFUND	BN100127/19167	250.00	
	CHECK NO. 81746		250.00
WEST PAYMENT CENTER			
49386 ANNUAL MEMBERSHIP	1003467467	213.00	
	CHECK NO. 81747		213.00
WHEELER, JOHN			
49410 TICKET REFUND	2867	75.00	
	CHECK NO. 81748		75.00
WILLOWBROOK FORD INC			
49407 BOLTS	5043630	73.39	
49465 OIL	5043852	63.60	
	CHECK NO. 81749		136.99
XEROX CORPORATION			
49479 LEASE PAYMENT	046098065	983.99	
	CHECK NO. 81750		983.99

Total Regular Checks

\$430,914.51

DATE: February 12, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION - Zoning & Public Safety	ORIGINATING DEPARTMENT Police Department
ITEM Southwest Central 9-1-1 Dispatch Agreement	APPROVAL Chief Bradley Bloom 

Attached please find a memo recommending that we contract with Southwest Central Dispatch (SWCD) to provide 9-1-1 dispatching for both Police and Fire Departments.

Our current cost to provide dispatch services that includes personnel (six 9-1-1 operators) related equipment maintenance costs is approximately \$512,000 annually. Our 9-1-1 center is staffed on a 24/7 basis and most of our equipment is funded by the by the DuPage County Emergency Service Board.

SWCD is a CALEA accredited consolidated police and fire dispatch center located in Palos Heights. They currently provide 9-1-1 dispatch services for Clarendon Hills, Burr Ridge and Willowbrook in addition to other southwest Cook County suburbs. The surrounding communities using Southwest Central report that they are pleased with their services SWCD provides. They also report their residents quickly become accustomed to the change and there was little opposition to reducing their lobby hours.


SWCD fees are based on the number of sworn officers and fire incidents. For police the cost is \$9900 per officer (\$257,400) and approximately \$25 per fire call (\$64,000) annual cost \$324,000. Additionally we estimate start-up equipment costs of approximately \$113,000 which may be partially reimbursed by the ETSB.

We have requested that SWCD discount our first year's fees by 50% and second year's fees by 25%. This request must be approved by the SWCD governing board. If granted our first years savings would be \$145,272 and second years savings \$170,195. This includes that costs to staff our lobby with records clerks and keep our building open M-F 8:00 am to 11:00 pm and Sat 8 am to 2 pm. This savings also assumes no reimbursement from the ETSB.

We are still in the process of negotiating ETSB surcharge funds and our alarm monitoring contract with ADT.

There are some drawbacks to not having our own dispatch center that I have included in the attached memo; however, the first step toward any meaningful opportunity to share police and fire services is a coordinated dispatch center. Consolidating with SWCD allows for the future ability to share police services with communities listed above and the Fire Department to immediately begin a plan to share services with the Clarendon Hills Fire Department.

Chief Kelly is also in agreement with this recommendation. If approved we are aiming for an April 27, 2010 transition.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

Motions:

1. To approve "An Ordinance Authorizing the Participation by the Village of Hinsdale in Southwest Public Safety Communications ("Southwest Central Dispatch")
2. To approve "A Resolution Authorizing the Joint Public Safety Agreement – Southwest Central Dispatch"

Memorandum

To: Mr. Dave Cook, Village Manager
From: Chief Bradley Bloom *BAB*
Date: January 27, 2010
Re: Evaluation of Consolidated Dispatch Options



As you are aware we have been evaluating available consolidated dispatch options and have evaluated over 15 separate iterations including contracting out fire, virtual consolidations using automatic call distribution systems, hosting a consolidated dispatch center as well as merging with a existing consolidated dispatch centers.

Rather than focus on the pros and cons of each option I thought it best to focus on Southwest Central Dispatch (SWCD) due to the Village's wish to aggressively pursue shared services with Clarendon Hills, Burr Ridge and Willowbrook who are all currently dispatched by SWCD and the Fire Department's agreement to share fire services with Clarendon Hills.

Current Dispatch Facility

We currently host our own 9-1-1 center using six (6) telecommunicators or 9-1-1 operators that dispatch both police and fire calls for service. In addition to their dispatch duties 9-1-1 operators answer non-emergency calls for service, perform clerk and records functions and handle all of the lobby walk-in traffic. Our building is open 24/7. Additionally, the female operators serve as matrons for prisoners and monitor prisoners held in the lock-up.

Equipment in the 9-1-1 Center including 9-1-1 phones, computer aided dispatch equipment, telephone and radio recording equipment, as well our records management system, automatic vehicle location equipment and mobile data terminal applications are paid for by the DuPage County Emergency Telephone Service Board using 9-1-1 surcharge funds.

Our annual cost attributed to this function is approximately \$512,000.

Southwest Central Dispatch

Southwest Central Dispatch is located in Palos Heights and provides police and fire dispatch services for the municipalities of Burr Ridge, Clarendon Hills, Willowbrook, Chicago Ridge, Lemont, North Palos Fire Protection District, Palos Fire Protection District, Palos Heights, Palos Heights Fire Protection District, Palos Hills, Palos Park and Worth.

SWCD is a CALEA accredited consolidated dispatch center. In discussion with of the Police Chief's using SWCD overall they are pleased with the services that are provided. SWCD is governed by a Board made up of Police Chiefs, Fire Chiefs and Village Managers. The governance seems to meet the needs of the users. A process in place to address dispatch complaints and problems and the Chiefs I spoke with indicated that complaints are quickly addressed and problems resolved.

SWCD seems to be financially stable and indicates they have a reserve fund that covers over 25% of their annual operating expenses. SWCD is in the process of considering a move to a larger building perhaps even relocating within DuPage County.

The cost of SWCD is approximately 10,000 per sworn officer (Hinsdale Police cost \$260,000) and approximately \$25 per fire call (Hinsdale Fire cost \$64,000) or \$324,000 total annual cost.

Per the SWCD by-laws they may grant a 50% discount in user fees the first year and a 25% discount the second to agencies joining SWCD. In return the agency is obligated to stay with SWCD an additional year for each discounted year.

What is unique about SWCD is that the agency must provide all equipment necessary to come onto their system and after SWCD begin maintaining it ownership reverts to SWCD and they are responsible for all maintenance repair and replacement. This includes all radio equipment (except portable radios) computers, auto vehicle locators and vehicle radio modems.

Additional Costs Considerations Associated with SWCD

As previously indicated our current 9-1-1 operators have additional duties. In order to keep our lobby open and continue to answer non-emergency phones calls and walk-in traffic I recommend that we keep our building open Monday through Friday from 8 am to 10 pm, and Saturdays from 8:00 am to 2 p.m.

To meet these staffing needs I recommend hiring one full-time records clerk and three part-time records clerks each working 12 hours per week.

Annual staffing costs: \$92,728.

When the building is closed a direct dial phone to SWCD would be located in the outer police department outer foyer. The elevator and stairs would need to be secured and this area would need to be placed under video surveillance.

Additional equipment necessary to transition to SWCD includes UHF portable radios (police) modifying three (3) receiver sites, fire remote alerting, vehicle radio modems, fire alerting/notification, fire radio reprogramming and other miscellaneous costs.

Total first year equipment and building costs (one-time) \$112,900

It should be noted that we would request reimbursement for the majority of these expenses from the DuPage Emergency Telephone Service Board (ETSB) based on their potential savings however this is a precedent setting request. Unemployment insurance costs have also not been included.

Cost Summary

A detail cost summary is attached for your review. In summary, with a 50% discount and with first year expenses equipment and building expenses the Village would save \$145,272. Year two with a 25% discount our savings would be \$170,195. Year three with no discount our savings would be \$85,587.

These estimates are based on our current dispatch costs remaining static and no reimbursement from the ETSB.

Public-Resident Impact

The change to SWCD will result in impact the public as follows:

- Reduced police lobby hours.
- Less familiarity by SWCD staff with Village geography, ordinances, Village events etc.

Internal Impact

- Reduced functionality of mobile data terminals with less access to law enforcement resources.

- No oversight of officer during prisoner booking (officers currently monitored by dispatch staff via video system while booking prisoners)
- Prisoners in the lock-up must be monitored by an officer when clerks are off-duty.
- 9-1-1 operators not familiar with Village geography, officer training levels or local ordinances and Village events.
- SWCD has no plans to participate in County-wide interoperability radio network funded by ETSB scheduled for implementation in 2011.
- Lose benefit of some of the ETSB funded resources. SWCD has indicated that we can remain on DuPage County records management system.
- Loss of direct communications with Oak Brook and Westmont Police.
- SWCD computer aided dispatch is not as robust as current system.
- Video cameras in 9-1-1 center no longer monitored 24/7.
- Officers pulled off patrol with greater frequency to answer non-emergency questions previously answered by 9-1-1 operators.
- Sharing network with six 6 communities instead of current three (3).

Time Line

SWCD has indicated that they can facilitate the transfer of dispatch services within 90 days. ICC approval is needed and intergovernmental agreement must be executed, radio circuits, alarms and changes to our radio system must be made. I am skeptical that the transfer can be accomplished within that time period. However, if we choose SWCD we will dedicate the necessary personnel to facilitate this as quickly as possible.

Recommendation

The Village's annual cost to provide 9-1-1 and dispatch services is \$512,000. Our 9-1-1 operators perform a variety of functions in addition to handling their dispatch duties and in the past year have assumed the lobby reception duties, records clerk duties and matron duties. Given that the ETSB provides most of our 9-1-1 equipment our costs are primarily related to personnel. It is my opinion that our current 9-1-1 function is the most effective and efficient way of providing 9-1-1 and dispatch services. The actual cost savings to the Village following the SWCD start-up costs and the first two year discount period is \$85,587. The Village will receive additional savings estimated at approximately \$200,000 if they enter into an intergovernmental agreement with Clarendon Hills for shared fire services.

Given SWCD dispatch lack of support from the ETSB and its current level of technology it would not be my first choice if we were forced to move to a consolidated center. However, when compared to the cost of DuComm (a consolidated dispatch center serves 27 police and fire agencies on the north side of DuPage County) it is far less expensive due primarily to the cost of provide fire dispatching is based on the communities property EAV.

The communities of Burr Ridge, Willowbrook and Clarendon Hills are members of SWCD and I firmly believe that the first step to any meaningful sharing of police and fire services must be a coordinated dispatch point. Based on the potential for significant future savings resulting in shared and consolidated

services it is therefore my recommendation to transfer contract with SWCD to provide police and fire dispatch services.

We plan to work with SWCD in the future to address our technology concerns and participation in the DuPage County interoperable radio system.

SWCD Options Compared to Hinsdale Cost and Shared Cost

	Avg Cost Per Position	Current # Operators	Option #1 Fire to SWCD Year 1	Option #2 Police and Fire to SWCD Year 1	Option #2 Police and Fire to SWCD Year 2	Option #2 Police and Fire to SWCD Year 3
Wages and Benefits			4 TCO \$ plus PT	11 F/T Records plus PT	11 F/T Records plus PT	11 F/T Records plus PT
Salary	\$ 57,081	\$ 342,486	\$ 228,324	\$ 38,117	\$ 39,546	\$ 41,029
Longevity	\$ 450	\$ 2,700	\$ 1,800	\$ 450	\$ 467	\$ 484
Social Security	\$ 3,567	\$ 21,402	\$ 14,268	\$ 2,363	\$ 2,452	\$ 2,544
Medicare	\$ 834	\$ 5,004	\$ 3,336	\$ 553	\$ 573	\$ 595
IMRF	\$ 9,171	\$ 55,026	\$ 36,684	\$ 7,448	\$ 7,727	\$ 8,017
Overtime	\$ 2,510	\$ 15,060	\$ 10,040	\$ 2,510	\$ 2,604	\$ 2,702
Training	\$ 750	\$ 4,500	\$ 3,000	\$ 750	\$ 778	\$ 807
Uniforms	\$ 500	\$ 3,000	\$ 2,000	\$ 500	\$ 519	\$ 538
Part-Time TCO Position 600 hrs @25.00			\$ 15,000	\$ -	\$ -	\$ -
Part-Time Records 1872 hrs@15.00	\$ 10,037	\$ 60,222	\$ 40,148	\$ 30,000	\$ 31,125	\$ 32,292
Health Insurance	\$ 84,900	\$ 509,400	\$ 354,600	\$ 92,728	\$ 10,413	\$ 10,804
Total Personnel Costs						
	\$ 84,900	\$ 509,400	\$ 354,600	\$ 92,728	\$ 96,205	\$ 99,813
Equipment and Misc Changeover Costs						
Radio Equip Maint Annual	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Fire Remote Alerting			\$ 10,000	\$ 10,000		
Misc Costs			\$ 5,000	\$ 5,000		
Fire Radio Reprogramming			\$ 1,000	\$ 1,000		
Remote Radio Receivers 3 Sites				\$ 21,000		
Vehicle Radio Modems (8)				\$ 22,400		
Police Build Modifications (Phone, Security etc)				\$ 15,000		
Police UHF Radios 28				\$ 35,000		
Total Equipment	\$ 3,500	\$ 3,500	\$ 19,500	\$ 112,900	\$ 3,500	\$ 3,500
Total Annual Personnel and Equipment Maintenance	\$ 88,400	\$ 512,900	\$ 374,100	\$ 205,628	\$ 99,705	\$ 103,313
Annual SWSD Fees						
Annual Fire SWCD			\$ 32,000	\$ 32,000	\$ 48,000	\$ 64,000
Annual Police SWCD			\$ 32,000	\$ 130,000	\$ 195,000	\$ 260,000
Total Annual SWCD Fees	\$ -		\$ 32,000	\$ 162,000	\$ 243,000	\$ 324,000
Total Annual Costs	\$ 88,400	\$ 512,900	\$ 406,100	\$ 367,628	\$ 342,705	\$ 427,313
Difference (Based on Current Dispatch Costs)		\$ 512,900	\$ (106,800)	\$ (145,272)	\$ (170,195)	\$ (85,587)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE PARTICIPATION BY THE VILLAGE
OF HINSDALE IN SOUTHWEST PUBLIC SAFETY COMMUNICATIONS
("SOUTHWEST CENTRAL DISPATCH")**

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, Cook and DuPage Counties, Illinois, have determined that it is in the best interests of the Village of Hinsdale to participate in the joint and mutual operation of a centralized public safety communications system; and

WHEREAS, Southwest Central Dispatch is an intergovernmental agency, created pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois, which provides for such joint and mutual operation of a centralized public safety communications system; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is in the best interests of the Village of Hinsdale to participate in and become a member of Southwest Central Dispatch; and

WHEREAS, the signatories hereto have determined that there is a need by local governments within Cook, DuPage and Will Counties, Illinois, for a centralized public safety communications system; and

WHEREAS, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

WHEREAS, a centralized public safety communications system can adequately serve the needs of all of such signatories.

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. That the Village of Hinsdale is hereby authorized to participate in and become a member of Southwest Central Dispatch subject to the provisions of that certain Agreement entitled, "Joint Public Safety Agreement – Southwest Central Dispatch", and the By-Laws adopted pursuant thereto, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 2: That the President and Village Clerk be and the same are hereby authorized and directed to execute on behalf of the Village said "Joint Public Safety Agreement – Southwest Central Dispatch", in the form attached hereto as Exhibit "A".

Section 3: That the Village of Hinsdale agrees to be bound by all of the terms and provisions of the "Joint Public Safety Agreement – Southwest Central Dispatch" and the By-Laws adopted pursuant thereto, as the same are amended from time to time until such time as said membership is terminated in accordance with the provisions of said Agreement and By-Laws.

Section 4: It is understood that no employee of Southwest Central Dispatch shall be considered for any reason to be an employee of the Village of Hinsdale. Southwest Central Dispatch shall exercise all control over the terms and conditions of employment for its employees, including but not necessarily limited to the authority to hire, evaluate, promote, discipline, set work rules, establish personnel policies and procedures relating to wages, hours and benefits, and approve a budget. The Village of Hinsdale shall not maintain any direct or independent control over any aspect of the employees' terms and conditions of employment.

Section 5: That all Ordinances and Resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine Bruton, Deputy Village Clerk

"In accordance with and as authorized by the Village of Hinsdale Ordinance _____, passed on March 2, 2010, the Village of Hinsdale, by and through its President and Deputy Village Clerk, hereby accepts and agrees to pay its allocable portion of all existing and future debts and liabilities of the Association, including but not limited to, those costs set out in Article 8 of SWCD By-laws.

Village of Hinsdale

By: _____
Tom Cauley, Village President

Attest:

Date: _____

Christine Bruton, Deputy Village Clerk

AMENDED AND RESTATED BY-LAWS
OF
SOUTHWEST CENTRAL DISPATCH

AMENDED APRIL 15, 2009

Article 1 - Purpose

Southwest Central Dispatch (hereinafter sometimes referred to as "SWCD") is an intergovernmental cooperation association, voluntarily established by participating local governmental entities in accordance with a certain "Joint Public Safety Agreement" and pursuant to legal authority conferred by the State of Illinois, for the purpose of providing equipment, services, and other items necessary and appropriate for the establishment, operation, and ongoing maintenance of a combined public safety telecommunications system for the mutual benefit of the members of the association, to provide such services on a contractual basis to other units or groups having a need, and to provide a forum for discussion, study, development, and implementation of recommendations, criminal justice and public safety telecommunications, criminal justice and public safety information and data processing systems, and such other technical projects of a similar nature which may be beneficial to other member agencies and participants. Southwest Central Dispatch is sometimes hereinafter referred to as the "Association."

Article 2 - Powers

The Association shall have all of the powers identified in Section 5 of the Joint Public Safety Agreement, and shall additionally have all such necessary and incidental powers to carry out the terms and effectuate the purposes of these By-Laws.

Article 3 - Members

3.1 All cities, villages, and other units of local government, as well as other providers of public safety services which are situated wholly or partly within Cook, DuPage, and/or Will Counties and which are enabled by Illinois law to contract or otherwise associate with other local governmental entities for the purpose of exercising the functions of the Association, are eligible for participation in the Association.

3.2 It is the intention of these By-Laws that membership in the Association shall be limited to those organizations which have a public responsibility for the provision of life-safety services, specifically, and other public safety services as may be recognized from time to time, by the then members.

3.2A The Board of Directors having found that increasing the membership of SWCD contributes to the financial well-being of the Association and could, depending on the geographics of new members, lead to more efficient and effective dispatching service to all of SWCD's members, it is the intention of these By-Laws to provide the Board of Directors with wide discretion to approve financial incentives to new members as deemed appropriate by the Board of Directors. Accordingly, the Board of Directors, in its sole and exclusive discretion, may provide different financial incentives to different new members, or no financial incentives to a new member, as the Board of Directors deems appropriate. By way of example, and in no way limiting the authority of the Board of Directors to provide any kind of financial incentive to a new member, said financial incentives may include, but are not limited to, discounts to new members, for example, (A) charging a police department 50 percent of the normal assessment in the first year, 75 percent in the second year, and the full amount in the third year, provided the new member agrees it will not deliver an effective notice of withdrawal to SWCD pursuant to Article 11 of these By-laws until it has paid the full assessment for two years, equaling the number of years the new member received a discount, or (B) SWCD agreeing to pay a portion of the costs for the new equipment necessary to dispatch for the new member and recover the sum paid by SWCD on behalf of the new member over a period of years, provided the new member agrees to remain a member of SWCD for a definitive number of years, or (C) providing the financial incentive set out in example (B) above, but allowing the new member to deliver an effective notice of withdrawal to SWCD sooner than provided in example (B) above, if the new member repays all the discounts afforded the new member upon becoming a new member.

3.3 Membership shall be contingent upon a member's (i) execution of the Joint Public Safety Agreement creating and establishing the Association; (ii) delivery to the Association of a duly certified ordinance in proper form authorizing and directing such member's execution of the Joint Public Safety Agreement and its agreement to be bound by the By-Laws of the Association as amended, from time to time; (iii) written acceptance by the new member of its allocable portion of all existing and future debts and liabilities of the Association, as established by the Board of Directors in accordance with Section 3.2A above, including but not limited to, those costs set out in Article 8 of SWCD's By-Laws; (iv) payment by the member of such costs as may be determined by the Board of Directors in accordance with its discretion as set out in Section 3.2A above, including but not limited to, payment of all costs for the purchase and installation of equipment, software, and other apparatus necessary to provide dispatching services to the new member which equipment, software, and other apparatus shall become the property of SWCD in accordance with paragraph 12.3 of SWCD's By-Laws; and (v) in the event any new equipment is to be purchased and installed by SWCD to provide dispatching services to the new

member, and such installation shall occur within the jurisdictional and/or geographical boundaries of the new member, an existing member of SWCD, or a non-member of SWCD, prior to the purchase and installation of said equipment, as well as the proposed new member's membership in SWCD, an agreement approved by SWCD must be entered into between SWCD and the new member, existing member, or non-member, as appropriate, containing provisions, among other provisions, permitting the installation of said equipment within a specific area of the new member's or existing member's or non-member's jurisdictional/geographical boundaries for a specific time period deemed appropriate by SWCD, and also stating that the agreement shall not terminate for the reason the proposed new member elects to withdraw from SWCD at a later time. New members shall be admitted only upon a two-thirds vote of the then members of the Board of Directors.

3.4 Participation of members in the affairs of the Association shall be through their respective representatives which they designate to serve on the Board of Directors and on the Executive Committee of the Association as provided in these By-Laws.

Article 4 - Board of Directors

4.1 There is hereby established a Board of Directors of the Association which shall consist of the Mayor or President of each member unit of local government, or its Manager or designee as designated by the Mayor or President. In the case of other units of local government which may become members, the chief executive official may be eligible for a position on the Board of Directors. At its first annual meeting, the Board of Directors shall select one of its members to serve as the Chairman of the Board until the following annual meeting. The existing Chairman may be re-elected at each annual election.

4.1.1 The Board of Directors shall determine the general policy of the Association and shall have the duty and authority to hire auditors and attorneys, to approve amendments to these By-Laws, to accept new members, and to approve the annual budget of the Association.

4.2 Each signatory participant to this Agreement shall be entitled to one seat on the Board of Directors and shall have one vote thereon.

4.2.1 Such one vote shall (or may) be cast only by the Board member in physical attendance or by his designated alternate. No proxy votes or absentee voting shall be permitted. In the event of a tie vote, the Chairman of the Board shall cast a second and deciding vote.

4.2.2 If any Board member ceases to be an officer of the agency appointing him, such seat on the Board of Directors shall be vacant until a successor is appointed by that agency.

4.3 The Board of Directors may establish rules governing its own conduct and procedure and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois, these By-Laws, or the Joint Public Safety Agreement.

4.4 A quorum for the transaction of all business by the Board of Directors shall consist of a majority of the Board members.

4.5 No one serving on the Board of Directors shall receive any salary or compensation from the Association for acting as a Board member.

4.6 Notwithstanding the fact that Illinois law does not require Southwest Central Dispatch to seek competitive bids, the Board of Directors of Southwest Central Dispatch hereby declares it is the policy of Southwest Central Dispatch that competitive bids be sought for the letting of a contract for services and/or the purchase of equipment/systems, except as set out in paragraphs 4.7 and 4.9 set out below, involving the payment of more than \$15,000.00, and that the contract be awarded to the lowest responsible bidder considering all relevant factors, including, but not limited to, conformity with the specifications of the bid, terms of delivery, quality, and serviceability, provided however, Southwest Central Dispatch reserves the right to reject any and all bids for any reason whatsoever, and, in addition, if certain bids are rejected, to award a contract to the lowest responsible bidder of the remaining bids not rejected as aforesaid. The rejection and acceptance of bids and awarding of contracts shall be accomplished by Southwest Central Dispatch's Executive Committee.

4.7 The above-stated policy to require competitive bids may be waived by a 4/5 vote of the Directors of the Board of Directors of Southwest Central Dispatch present and voting, but in no event less than 4/5 of the Directors constituting a quorum under Article 4, paragraph 4.4, of these By-Laws, when, in the determination of the Board of Directors, circumstances exist which demonstrate it will be in the best interests of Southwest Central Dispatch and its members to waive competitive bidding for a particular contract, and upon the waiver of competitive bidding, the particular contract may be entered into without the solicitation of competitive bids.

4.8 Advertising for Bids shall be conducted in accordance with rules established by the Executive Director of Southwest Central Dispatch.

4.9 Competitive bids are not required:

(1) where the goods or services to be procured are economically procurable from only one source for contracts for goods and/or services involving the payment of less than \$25,000.00, provided however, the Executive Committee shall not authorize the execution of a contract for goods and/or services without bidding in accordance with this paragraph 4.9 (1) unless and until each Director of SWCD's Board of Directors has been notified, in writing, of the Executive Committee's intention to enter into said contract on behalf of SWCD, at least thirty (30) days prior to the execution of the subject contract, and provided further that in the event of portion of the subject contract is to be paid by Southwest Central 9-1-1 System, then each Director of Southwest Central 9-1-1 System shall also be notified, in writing, of the Executive Committee's intention to enter into said contract on behalf of SWCD, at least thirty (30) days prior to the execution of the subject contract. Unless a Director of either SWCD or Southwest Central 9-1-1 System, after notice has been provided to the Directors as aforesaid, notifies the President of the Executive Committee or the Director of SWCD that he or she objects to the subject contract, the Executive Committee may authorize the execution of the subject contract after the aforesaid thirty (30) day notice period to each Director as aforesaid expires;

(2) where the services required are for professional or artistic skills pursuant to a contract;

(3) in emergencies involving public health, public safety, or where immediate expenditure is necessary for repairs to Southwest Central Dispatch's property in order to protect against further loss of or damage to Southwest Central Dispatch's property, to prevent or minimize serious disruption of Southwest Central Dispatch's dispatch services, or to insure the integrity of Southwest Central Dispatch's records; and

(4) contracts for services and/or the purchase of equipment/systems involving the payment of less than \$25,000.00.

Article 5 - Meetings of the Board of Directors

5.1 All meetings of the Board of Directors shall, except to the extent that these By-Laws impose stricter requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Board of Directors shall be held twice a

year. The annual meeting shall be held in the month of April and shall constitute a regular meeting under these By-Laws. A second meeting shall also be held in October. The time, date and location of regular meetings of the Board of Directors shall be determined by its Chairman. Special meetings of the Board of Directors may be called by its Chairman, or by the Executive Committee upon its own motion, or shall be called by the Executive Committee upon written request by a majority of its members. At least ten (10) days prior written notice of special meetings shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors, if called by him, and by the Executive Committee, if called by it.

5.2 Notice of the regular meeting of the Board of Directors shall be given to the respective Board members at least thirty (30) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meetings shall not be limited to the matters set forth in the agenda.

5.3 To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board of Directors.

Article 6 - Executive Committee

6.1 There is hereby established an Executive Committee of the Association, which shall be organized and shall be responsible for functions as hereinafter set forth.

6.2 Members of the Association shall be represented on the Executive Committee as follows:

- Village of Burr Ridge - Police Chief
- Village of Chicago Ridge - Police Chief & Fire Chief
- Village of Clarendon Hills - Police Chief & Fire Chief
- Village of Indian Head Park - Police Chief
- Village of Lemont - Police Chief
- City of Palos Heights - Police Chief
- City of Palos Hills - Police Chief
- Village of Palos Park - Police Chief
- Palos Fire Protection District - Fire Chief
- Palos Heights Fire Protection District - Fire Chief
- Village of Willowbrook - Police Chief
- Village of Worth - Police & Fire Chief

On each matter coming before the Executive Committee for a vote, including the election of officers, each member unit shall be

entitled to have cast on its behalf one vote for each representative which it has on the Executive Committee. Such vote(s) may be cast only by the official representative(s) to the Executive Committee in physical attendance (or by the designated first alternate, if such official representative(s) is (are) absent). No proxy votes or absentee voting shall be permitted, except as provide in these By-Laws.

6.3 The daily administration and operation of the Association and the fiscal management of the Association shall be the responsibility of the Director of Communications as set out in Article 10 of these By-laws. The Director shall have all of the powers necessary to carry out his responsibilities as Chief Executive Officer subject to the policies established by the Board of Directors and the directives of the Executive Committee. Except as specifically provided for herein, no contract or other obligations of the Association shall be binding unless approved or ratified by the Executive Committee.

6.4 It is the intention of these By-Laws that the delegate(s) referred to in paragraph (6.2) of this Article 6, above, shall be the operational head of the specific governmental service unit(s) receiving communications services (e.g., for members receiving only police department communications services, the Police Chief; for those receiving only fire communications services, the Fire Chief, etc.) and that such person shall be that member's delegate to the Executive Committee.

6.5 The delegate determined in paragraph (6.4) above may designate, in writing to the Association, a first alternate who may serve on the Executive Committee in the absence of such Chief Officer.

6.6 The Executive Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with the contrary to the laws of the State of Illinois, these By-Laws, or the Joint Public Safety Agreement. A quorum for the transaction of all business of the Executive Committee shall consist of a majority if it's members or their designated first alternates.

6.7 All meetings of the Executive Committee shall, except to the extent that these By-Laws impose stricter requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Executive Committee shall be held as required but no less than six (6) times per year. Notice of regular meetings of the Executive Committee shall be given to each member thereof not less than ten (10) days prior to such meeting, and an agenda shall accompany such notice, however, such meetings shall not be limited to the matters set forth in the agenda. Special meetings of the Committee may be called by its President,

or by the Committee upon its own motion, or shall be called by the President upon written request of a majority of its members or their first alternates. At least forty-eight (48) hours prior written notice of special meetings shall be given to each member of the Executive Committee and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at such special meeting shall be limited to those items specified in the agenda. The time, date and location of regular and special meetings of the Executive Committee shall be determined by its President.

6.8 The President of the Executive Committee shall serve a one (1) year term. The President shall be responsible for general administrative matters and shall serve as the liaison between the Board of Directors, Executive Committee, and Association management personnel and the Presidency shall alternate yearly between a police and fire chief member of the Executive Committee.

6.9 The Executive Committee shall make all administrative decisions, concerning development efforts, operations, and equipment.

6.10 The Executive Committee shall have the authority to contract with other organizations or governmental bodies, for use of Association facilities, equipment, and services and to establish appropriate charges therefore, subject to policies determined by the Board of Directors.

6.11 The quorum for the transaction of business of such Executive Committee shall be a single majority of the said Committee.

6.12 The Executive Committee shall have the following duties:

6.12.1 Subject to the policies established by the Board of Directors, and within the limits fixed by an approved budget, the Executive Committee shall oversee the daily operating affairs of the Association; provided that no obligation exceeding the amount of the approved budget shall be incurred by such Executive Committee, without the prior consent of the Board of Directors.

6.12.2 The Executive Committee shall have the power to transfer funds (not to exceed \$5,000.00 for any single purpose) among line items within the total budget amount in order to meet unanticipated needs or to meet changed situations. Such actions shall be reported to the Board of Directors at their next regular meeting.

6.12.3 At each regular meeting of the Board of Directors, the Executive Committee shall report budget and financial

transactions and significant developments since the previous regular meeting.

6.13 The Executive Committee shall present a full report of its activities at each regular meeting of the Board of Directors.

6.14 The Board of Directors shall: (1) hire the Director of Communications, (2) approve the employment contract between SWCD and the Director of Communications, including but not limited to, establishing the salary and employee benefits of the Director, (3) approve any amendments in the employment contract between SWCD and the Director of Communications, including but not limited to, any increase or decrease in salary or employee benefits, and (4) remove the Director of Communications, provided however, the Board of Directors shall take no action with regard to (1) (2) (3) and/or (4) above until the Board of Directors has been provided with the written recommendation of the Executive Committee, as appropriate, relating to: (1) the individual to be hired as Director of SWCD, (2) the employment contract between SWCD and the Director, including but not limited to, the amount of the Director's salary and description of employee benefits, (3) amendments to the employment contract between SWCD and the Director, including but not limited to, the amount of the Director's salary or description of employee benefits, and/or (4) whether the Director should be removed and the reasons in support of such recommendation. The Executive Committee, upon its own motion or at the request of the Chairman of the Board of Directors, shall deliver to all Directors of SWCD's Board, on or before a date set by the Chairman of the Board of Directors or a date set by the Executive Board's own motion, its written recommendation relating to (1) (2) (3) and/or (4) above, as appropriate.

6.15 The Executive Committee shall have the responsibility for insuring that the policy decisions of the Board of Directors are carried out.

6.16 Members of the Executive Committee shall serve without compensation for their services as such to the Association.

Article 7 - Officers

7.1 Officers of the Association shall consist of a President, a Vice-President, a Treasurer, and a Secretary. All officers shall be elected by the Executive Committee, and shall be selected from amongst the members serving on the Executive Committee with the presidency changing between a police chief and fire chief at each election.

7.2 Officers shall be elected annually for the fiscal year of the Association and shall serve a one (1) year term. New officers shall take office at the adjournment of the annual meeting of the Board of Directors.

7.3 A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his ceasing to be an officer or employee of any member unit. Upon a vacancy occurring in any office, the Executive Committee may appoint a successor to fill the vacancy until the member unit represented by the person previously filling said office assigns a new designate to represent that unit.

7.4 Any officer or agent elected by the Executive Committee may be removed by the Executive Committee whenever in its judgement the best interests of the Association would be served thereby.

7.5 The President shall be the principle executive officer of the Association and shall in general oversee all of the business and affairs of the Association. He may sign, with the Secretary and/or Treasurer, any instruments which the Executive Committee has authorized to be executed, and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed from time to time by the Board of Directors.

7.6 In the absence of the President, or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all of the restrictions upon the President.

7.7 The Treasurer shall give a bond in the amount of \$50,000.00 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. He shall:

7.7.1 Have charge and custody of and be responsible for all funds and securities of the venture; receive and give all receipts for moneys due and payable to the Association from any source, and deposit all such moneys in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these By-Laws.

7.7.2 In general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

7.8 The Secretary shall:

7.8.1 Keep the minutes of the Board of Director's Meetings in a book provided for that purpose;

7.8.2 See that all notices are duly given in accordance with the provision of these By-Laws or as required by law;

7.8.3 Be custodian of the records of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.9 Officers of the Association shall serve as such without compensation from the Association.

Article 8 - Finances

8.1 The fiscal year of the Association shall end April 30th annually.

8.2 An annual budget shall be adopted by the Board of Directors at the annual meeting held in April of each year; copies shall be mailed immediately to the clerk and/or chief administrative official of each member unit.

8.3 The Executive Committee shall recommend annually to the Board of Directors for approval cost sharing charges for all members in an amount sufficient to provide funds required by the budget. Any member who has not paid a cost sharing charge within sixty (60) days after the cost sharing charge is due as set forth in paragraph 8.6.3 of these By-Laws shall not be entitled to further voting privileges, nor to hold any office, nor the use of any of the equipment or services until such time as all such charges have been paid. Such delinquent member's inability to vote or use any of the equipment or services shall not relieve the member from its continuing obligation to pay all of its membership charges as the same shall accrue. The amount of each participant's charges shall be determined in accordance with paragraph 8.4 following.

8.4 It is proposed that the activities of the Association shall be divided for cost sharing purposes into two classes, to wit: Class One (being all police communications services, systems, and capital costs); and Class Two (being all fire communications services, systems, and capital costs). Should additional parties become members to this Agreement whose cost sharing responsibilities fit into neither Class One or Class Two services, then the Board of Directors may elect to amend these By-Laws to include additional classes of service. The aforesaid costs may be amended by the Board of Directors for a new member in accordance Section 3.2A of these By-Laws.

8.4.1 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, Class One Charges shall include development costs, capital equipment costs, and operating costs for all common systems and shall be shared on the basis of authorized sworn police personnel in each unit of local government as compared to the total of all units of local government participating. If, at a later date, another unit of local government decides to participate in the system, it shall share the development and capital costs of the common portion of existing equipment and systems as determined by the Executive Committee. Any new capital development system costs or other development costs occasioned by the entry of the new member into the system shall be paid as determined by the Board of Directors in accordance with Section 3.2A of these By-Laws, and any property so acquired shall become the property of SWCD in accordance with paragraph 12.3 of these By-Laws.

8.4.2 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, Class Two Charges shall include development costs, capital equipment costs, and operating costs for all common systems and shall be shared on the basis of the number of calls for fire services in each unit of local government as compared to the total number of such calls for all units of local government participating. If at a later date another unit decides to participate in the system, it shall share the development and capital costs of the common portion of existing equipment and systems as determined by the Executive Committee. Any new capital development system costs or other development costs occasioned by the entry of the new member into the system shall be paid as determined by the Board of Directors in accordance with Section 3.2A, and any property so acquired shall become the property of SWCD in accordance with paragraph 12.3 of these By-Laws.

8.4.3 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, whenever a member relocates its communication equipment and/or the communication equipment of SWCD to another location and/or adds additional communication equipment to the member's communication system, thereby increasing SWCD's operational responsibilities, obligations, or costs, any and all costs incurred by SWCD as a result of the aforesaid relocation of communication equipment or the aforesaid adding of additional communication equipment to the member's communication system, including, but not limited to, any costs incurred by SWCD for the purchase and installation of new or additional equipment, all the aforesaid costs, and any additional costs, including but not limited to, the

costs to install communication lines, shall be paid by that member and not by SWCD. Notwithstanding any provision in these By-Laws or this paragraph 8.4.3 to the contrary, no member of SWCD shall relocate the equipment or property of SWCD, or by any means increase SWCD's operational responsibilities, obligations, and/or costs, including but not limited to, costs to be incurred by SWCD for the purchase of new or additional equipment, without first obtaining authorization from SWCD's Executive Committee to relocate SWCD's equipment and property, and/or increase SWCD's operational responsibilities, obligations, and/or costs, including but not limited to, costs to be incurred by SWCD for the purchase of new or additional equipment. In addition, in the event SWCD pays the costs of maintaining any new or additional equipment and/or property acquired in accordance with this paragraph 8.4.3, said additional equipment and/or property shall become the equipment/property of SWCD as set out in paragraph 12.3 of these By-Laws, notwithstanding the fact the existing member shall pay the costs of the purchase and installation of said equipment/property.

8.5 Each member shall take all required action to authorize the necessary funds to pay its initial and continuing obligations under these By-Laws and under any other agreement with the Association to which such member is party. Certified copies of the appropriate budget and/or levy ordinance of each member shall be delivered to the Board of Directors within thirty (30) days of the passage/adoption of such ordinance/budget, but in no event less than fifteen (15) days prior to the Board of Directors' regular meeting at which the Association's annual budget shall be adopted as provided in paragraph 8.2 of these By-Laws.

8.6 Periodic payments shall be made to the Association as follows:

8.6.1 Initial billing for the new fiscal year shall be issued on the first day of the new fiscal year.

8.6.2 Thereafter, statements will be issued on a monthly basis on the 20th of each preceding month. Said statements will be based upon the terms of paragraph (8.4), Article 8, above.

8.6.3 Each member is required to pay all amounts due, as set forth in the billing statements (hereinafter "statement") referred to in paragraphs 8.6.1 and 8.6.2 by the last day of the month to which the statement pertains. All amounts not paid within thirty (30) days from the date the statement amount was due as aforesaid shall be assessed interest thereafter at the rate of one half percent per

month, or portion thereof, (or such other rate as established from time to time by a majority of the Board of Directors) until said amounts are actually paid. The interest assessed shall be compounded monthly and shall be assessed up to the date payment is actually received.

8.7 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, it is the intention of these By-Laws to establish an assessment for each member who has a police department served by Southwest Central Dispatch on the basis of each member's proportionate use of Southwest Central Dispatch's services. Because no exact formula is possible, each member's police department assessment is calculated on the basis of the number of full time police officers assigned to member's police department on the date the member becomes a member of Southwest Central Dispatch as set out in 8.4.1 above. Any member's police department assessment will be automatically increased, in an amount to be determined by the Board of Directors of Southwest Central Dispatch, as of the date the number of full time police officers of the member's police department exceeds the number of full time police officers of the member's police department when the member became a member of Southwest Central Dispatch. Each member is obligated to notify Southwest Central Dispatch immediately when additional full time police officers are added to the member's police department payroll or if said full time police officers are sworn as police officers. The increase shall be effective and retroactively applied, if necessary, to the date the increase in full time police officers actually occurred. Each police department will submit semi-annually by January 31st and July 31st of each year to the Director's office the Illinois Local Government Law Enforcement Officers Training Board Roster of Law Enforcement Personnel. The Board of Directors of Southwest Central Dispatch meets each year in April to consider, inter alia, the budget for Southwest Central Dispatch's fiscal year which begins on the first day of May each year. Any member's request for a reduction in its assessment for the member's police department will only be considered by the Board of Directors of Southwest Central Dispatch at the Board of Director's April meeting in any year, provided, however, the member submits its written request for the assessment reduction (including the member's justification) to the Board of Directors no later than January 31st in the year preceding the April meeting of the Board of Directors. The reduction, if allowed, will not take effect until the beginning of the fiscal year following the April meeting and will not be retroactive in any manner for any reason. Any member's request for a reduction in its police department assessment received subsequent to January 31st in any year will not be considered and/or ruled upon by the Board of Directors until its April meeting in the year following the member's request and, if allowed, will not take effect until the beginning of the fiscal year following the April meeting and

will not be retroactive in any manner for any reason. The granting of a reduction of assessment for a member's police department is within the sole discretion of the Southwest Central Dispatch Board of Directors. Upon a motion made and the affirmative vote of two-thirds of the Directors present at the April meeting of the Board of Directors during which SWCD's budget is being considered, the Board of Directors may suspend the time limit of January 31st set forth in paragraph 8.7 and thereafter consider any member's request for an assessment reduction which was tendered to SWCD after January 31st.

Article 9 - Audit

The Board of Directors shall call for an annual audit of the financial affairs of the Association, to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local governmental entities. The annual audit report shall be delivered to each member.

Article 10 - Director of Communications

10.1 The Association shall employ a Director of Communications recommended by the Executive Committee and approved by the Board of Directors as set out in Section 6.14 of these Bylaws. The Director of Communications shall be the Chief Executive Officer of the Association and shall be responsible to perform such duties as shall be delegated by the Executive Committee and/or the Board of Directors in accordance with the policies formulated by the Board of Directors, including, but not limited to, the daily administration and operation of the Association and the fiscal management of the Association subject to the Association's budget approved by the Board of Directors. The Director shall have all of powers necessary to carry out his responsibilities as Chief Executive Officer, subject to the policies established by the Board of Directors and the directives of the Executive Committee, which shall include:

10.1.1 To appoint, evaluate, promote, demote, temporarily relieve from duty, or remove other employees of the Association (except the attorneys or the auditors).

10.1.2 To attend all meetings of the Executive Committee and the Board of Directors, unless excused therefrom.

10.1.2.1 The Director shall have the right to take part in the discussion of all matters coming before the Executive Committee and the Board of Directors, but shall have no vote thereon.

10.1.2.2 The Director shall be entitled to and given notice of all meetings, regular and special, of the Executive Committee and the Board of Directors.

10.1.3 To recommend to the Executive Committee for adoption such measures as he may deem necessary and expedient for the efficient operation of the Association.

10.1.4 To enforce, to administer, and to make operative policy of the Association as established by the Board of Directors and the Executive Committee.

10.1.5 To prepare a periodic report of the Association, under his jurisdiction, and to submit it at least six (6) times per year to the Executive Committee.

10.1.6 To develop and prepare a proposed annual budget as well as report the estimated revenues in order to determine the estimated funds necessary to defray the expenses of the Association for the fiscal year, and to present the budget to the Executive Committee as set forth in these By-Laws.

10.1.7 To study, to evaluate, and to report to the Executive Committee such new procedures, methods, equipment technologies, concepts, and other projects as may benefit the Association and its members collectively.

10.2 The Director of Communications shall be chosen on the basis of the administrative and executive qualifications which he possesses with special reference to his actual knowledge and/or experience in the duties of his office as set forth above.

10.3 Any vacancy in the office of the Director of Communications shall be filled within ninety (90) days after the effective date of such vacancy, and, in the case of absence or disability of the Director, the Executive Committee may designate any other qualified employee of the Association to perform the duties of the Director during such absence or disability.

10.4 Deleted

Article 11 - Withdrawal, Termination, and Dissolution

11.1 A member may at any time after one year from the date the member actually became a member of SWCD deliver written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance passed by its council or other appropriate authority. The written notice of withdrawal shall be deemed received when the written notice is actually received by SWCD at SWCD's Headquarters (currently located at 7611 W. College Drive,

Palos Heights, Illinois, 60463) either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD.

11.1.A In the event a member fails to pay any cost-sharing charge due SWCD in accordance with these By-Laws for a period of ninety (90) days from the date the cost-sharing charge was due as set out in paragraph 8.6.3 of these By-Laws (hereinafter "non-complying member"), the failure to pay as aforesaid shall be deemed notice of withdrawal by the non-paying member, which notice of withdrawal shall automatically become effective on the ninety-first (91st) day following the date the cost-sharing charge was due as set out in paragraph 8.6.3 of these By-Laws retroactive to the date the cost-sharing charge was first due in accordance with paragraph 8.6.3 of these By-Laws. The notice of withdrawal for non-payment as set forth in this paragraph 11.1.A shall have the same force and effect as though the non-paying member actually delivered written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above. Moreover, the payment of cost-sharing charges past due by the non-paying member, whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A, after the notice of withdrawal becomes effective, shall have no effect on the validity of the notice of withdrawal. In addition, the non-paying member whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3, provided, however, the non-paying member may, within thirty (30) days from the date the notice of withdrawal becomes effective in accordance with this paragraph 11.1.A, serve a written request on the Chairman of the Board of Directors asking that the Board of Directors revoke the notice of withdrawal for the non-paying member's non-payment of cost-sharing charges (hereinafter "request to revoke"). Thereafter, within thirty (30) days after receiving the non-paying member's request to revoke, the Chairman shall cause the non-paying member's request to revoke to be included on the agenda of the next regular meeting, provided said regular meeting of the Board of Directors is scheduled within sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke, or call a special meeting in accordance with the provisions of paragraph 5.1 of these By-Laws for a date certain not more than sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke. When the non-paying member's request to revoke is heard by the Board of Directors at a meeting of the Board of Directors, the granting or denying of the request to revoke shall be within the sole and exclusive discretion of the Board of Directors, and the decision of the Board of Directors shall be

final and without further recourse. If the Board of Directors decides to grant the non-paying member's request to revoke subject to the non-paying member satisfying certain conditions precedent, the actual revocation of the notice of withdrawal shall only result if the non-paying member timely satisfies the conditions precedent, and if any condition precedent imposed by the Board of Directors is not timely satisfied, the non-paying member's request to revoke shall automatically be deemed to have been denied by the Board of Directors without any further action by the Board of Directors. The pendency of the non-paying member's request to revoke, including the granting of the request to revoke subject to the non-paying member satisfying certain condition precedents, shall not toll the running of the withdrawal period of time between the effective date of a member's notice of withdrawal and the effective date of a member's withdrawal from SWCD as set out in paragraph 11.1.1 of these By-Laws.

11.1.B In the event a member fails and/or refuses to obey and/or comply with any obligation imposed by these By-Laws or to an obligation imposed upon the member by the Board of Directors and/or Executive Committee in accordance with these By-Laws (hereinafter "non-complying member"), then upon the passing of a Resolution by the Board of Directors at a regularly scheduled meeting or special meeting of the Board of Directors finding that the non-complying member has failed and/or refuses to obey and/or comply with an obligation imposed by these By-Laws, or an obligation imposed upon the non-complying member by the Board of Directors and/or Executive Committee in accordance with these By-Laws, the date the aforesaid Resolution is passed by the Board of Directors shall be deemed the date the non-complying member delivered a notice of withdrawal to SWCD as set out in paragraph 11.1 above. The Resolution passed by the Board of Directors shall have the same force and effect as though the non-complying member actually delivered written notice of its withdrawal from SWCD in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above as of the effective date of the Resolution. Moreover, the non-complying member's obedience or compliance with the obligation the non-complying member previously failed or refused to obey and/or comply with shall have no effect on the validity of the notice of withdrawal. In addition, the non-complying member whose failure and/or refusal to obey and/or comply with an obligation established by these By-Laws and/or an obligation imposed upon the non-complying member by the Board of Directors and/or the Executive Committee in accordance with these By-Laws shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3 of these By-Laws. Moreover, after the Resolution of the Board of Directors is passed as aforesaid, the non-complying member shall have no right to seek revocation of the Board of Director's Resolution or seek any other relief of any kind or nature with regard to the non-complying

member's notice of withdrawal deemed filed in accordance with this paragraph 11.1.B.

Upon the member delivering notice of withdrawal to SWCD in accordance with paragraph 11.1 or the member being deemed to have delivered a notice of withdrawal in accordance with paragraphs 11.1.A and/or 11.1.B (hereafter "effective date of a member's notice of withdrawal"):

11.1.1 The effective date of the member's withdrawal from SWCD shall be determined by the month in which the member's notice of withdrawal becomes effective as stated above in paragraphs 11.1, 11.1.A, and 11.1.B of these By-Laws. A member's notice of withdrawal which becomes effective between May 1st and October 1st in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is September 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2010. A member's notice of withdrawal which becomes effective between October 2nd and December 31st in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the second calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is October 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2011. A member's notice of withdrawal which becomes effective between January 1st and April 30th in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the second calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is January 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2011.

11.1.2 Subsequent to a member's effective notice of withdrawal, the withdrawing member shall continue to be responsible for:

11.1.2.1 One hundred (100%) percent of its pro rata share of all unpaid capital system development costs, including but not limited to, all installment payments to be paid after the effective date of the member's withdrawal from SWCD, for which SWCD became obligated to pay at any time prior to the withdrawing member's effective date of withdrawal from SWCD, including but

not limited to, after the effective date of the member's notice of withdrawal from SWCD in conformity with SWCD's By-Laws. The aforesaid capital system development costs shall include, but not be limited to, the unpaid costs for the purchase and installation of equipment, computer hardware and software, and any other apparatus utilized in the operation of SWCD's telecommunications system, or in support of the operation of SWCD's telecommunication system; the unpaid costs for the duration of any real property or building lease to which SWCD is a party; and any additional betterments of a long lasting nature which add to the capital value of SWCD's telecommunications system and/or leasehold or other real property interest;

11.1.2.2 Its pro rata share of Class One and Class Two charges, as defined in Article 8 of SWCD's By-Laws, through the effective date of the member's withdrawal from SWCD;

11.1.2.3 Its pro rata share of all other operational costs, including but not limited to, telephone line costs and all other costs incurred by SWCD to operate SWCD's telecommunications system, but not including those costs included in paragraph 11.1.2.1 and paragraph 11.1.2.2 above, through the member's effective date of withdrawal from SWCD;

11.1.2.4 Any contractual obligations it has entered into separately with SWCD; and

11.1.2.5 In addition to all the costs of withdrawal enumerated in paragraph 11.1.2.1 through and including paragraph 11.1.2.4 set out above, the withdrawing member shall also be liable for all additional costs of withdrawal incurred by SWCD as a result of the member's separation and withdrawal from SWCD, including but not limited to:

(a) reasonable attorneys' fees and costs and expenses incurred by SWCD, after the effective date of the member's notice of withdrawal from SWCD but prior to the effective date of the member's withdrawal from SWCD, to implement the orderly withdrawal of the withdrawing member, including but not limited to, preparation and delivery of notices, correspondence, and documents, legal advice to SWCD and/or the withdrawing member, and calculating the withdrawing member's costs of withdrawal;

(b) reasonable attorneys' fees and costs and expenses incurred by SWCD, for the enforcement of SWCD's By-Laws against the withdrawing member and/or the collection of the costs of withdrawal from the withdrawing member;

(c) reasonable attorneys' fees and costs and expenses incurred by SWCD pertaining to any contract entered into between the withdrawing member and SWCD to provide the withdrawing member dispatching services after the effective date of the member's withdrawal from SWCD; and

(d) reasonable attorneys' fees and costs and expenses incurred by SWCD which pertain to SWCD providing dispatching services to a withdrawing member after the effective date of the member's withdrawal from SWCD if such dispatching services are provided without a contract as contemplated in (c) above, but in conformity with Illinois law, including but not limited to, the Rules and Regulations of the Illinois Commerce Commission.

11.1.2.6 All costs of withdrawal due from a member that withdraws from SWCD, as set out in these By-Laws, shall be paid to SWCD within thirty (30) days after the withdrawing member is served with SWCD's invoice for the costs of withdrawal which have accrued prior to the date of the invoice. Additional invoices will be served upon the member that withdraws from SWCD for additional costs of withdrawal not previously computed or which accrue after the date of the prior notice. All costs of withdrawal not paid within thirty (30) days after the withdrawing member is served with the aforesaid invoice or invoices shall accrue annual interest in an amount of 2% above the Wall Street Journal's highest prime rate set on the thirtieth day following service of each of SWCD's unpaid invoice or invoices.

11.1.2.7 The term "pro rata share," as used in Article 11 of SWCD's By-Laws, shall mean a percentage of all SWCD's costs which are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above. The percentage shall be computed as follows:

(a) For a withdrawing member which receives dispatching services from SWCD for a police department only for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and the effective date of

the member's withdrawal from SWCD, the withdrawing member's percentage shall be calculated by dividing the withdrawing member's last monthly police department assessment (as calculated in conformity with Article 8 of SWCD's By-Laws) preceding the effective date of the member's withdrawal from SWCD by the total police department assessments for all members of SWCD for the same month. Next, all of SWCD's costs, which costs are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above, shall be multiplied by the percentage obtained by the formula set out above in this paragraph 11.1.2.7(a), and the resulting figure shall then be multiplied by the percentage in effect as of the effective date of the member's withdrawal from SWCD as established by the Board of Directors for members' police departments in accordance with paragraph 8.4.1 of these By-Laws;

(b) For a withdrawing member who receives dispatching services from SWCD for a fire department only for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and the effective date of the member's withdrawal from SWCD, the withdrawing member's percentage shall be calculated by dividing the withdrawing member's last monthly fire department assessment (as calculated in conformity with Article 8 of SWCD's By-Laws) preceding the effective date of the member's withdrawal from SWCD by the total fire department assessments for all members for the same month. Next, all of SWCD's costs, which costs are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above, shall be multiplied by the percentage obtained by the formula set out above in this paragraph 11.1.2.7(b), and the resulting figure shall then be multiplied by the percentage in effect as of the effective date of the member's withdrawal from SWCD as established by the Board of Directors for members' fire departments in accordance with paragraph 8.4.2 of these By-Laws; and

(c) For a withdrawing member who received dispatching services from SWCD for a police department and a fire department for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and

the effective date of the member's withdrawal from SWCD, the withdrawing member's pro rata share shall be the total of the sums derived from the formulae set out in paragraph 11.1.2.7(a) and paragraph 11.1.2.7(b).

11.1.3 If withdrawal results in termination of the Joint Public Safety Agreement, then the withdrawing member shall participate in the termination of this contract as set forth in paragraph 11.1.4 of Article 11 of these By-Laws, which follows.

11.1.4 Upon withdrawal of a member of the Association so as to reduce the number of continuing participants to less than that required to keep the Association operational, or upon the vote of two-thirds of the participating members to dissolve, then the Joint Public Safety Agreement and the Association shall be terminated and dissolved. Upon such termination and dissolution, and after payments of all debts, all assets or liabilities of the Association shall be distributed among the members who had participated in the Association within the one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three (3) years.

11.1.5 In the event any member delivers written notice of withdrawal in accordance with paragraph 11.1 set out above, said member may revoke its notice of withdrawal by delivering a written notice to SWCD, at SWCD's Headquarters (currently located at 7611 W. College Drive, Palos Heights, Illinois, 60463), that the member revokes its notice of withdrawal and also delivering the payment of costs as set out in paragraph 11.1.5.3 below. The written notice of revocation and payment of costs shall be considered received by SWCD when the written notice and payment of costs are actually received by SWCD, either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD. Said revocation of a member's notice of withdrawal shall only be effective if notice of revocation and payment of costs are received by SWCD on or before January 31st of the calendar year following the year in which the member's notice of withdrawal was received by SWCD and became effective; or, in the event the effective date of a member's notice of withdrawal was received by SWCD in January of any calendar year, then the member's notice of revocation shall only be effective if the notice of revocation and payment of costs are received by SWCD by January 31st of the same year in which the notice of withdrawal was received by SWCD. If

either the notice of revocation or the payment of costs are received after January 31 of the year following the calendar year in which the member's notice of withdrawal was received by SWCD and became effective, said notice of revocation shall be deemed ineffective and a nullity. In addition, in the event a member's written notice of withdrawal was received by SWCD and became effective in January of any calendar year, after January 31st of the same calendar year in which the member's notice of withdrawal was received by SWCD and became effective, any member's written notice of revocation delivered to SWCD shall be deemed ineffective and a nullity. Where a notice of revocation is deemed ineffective and a nullity as aforesaid, SWCD shall apply the payment of costs, if any, received from the withdrawing member to the costs of withdrawal set out in paragraphs 11.1.2, 11.1.2.1, 11.1.2.2, 11.1.2.3, 11.1.2.4, and 11.1.2.5.

11.1.5.1 An effective notice of revocation shall revoke and nullify the notice of withdrawal to which the notice of revocation refers. Any member seeking to withdraw from SWCD after delivering an effective notice of revocation to SWCD must again comply with the requirements of paragraph 11.1 of these By-Laws and deliver another notice of withdrawal to SWCD in accordance with these By-Laws.

11.1.5.2 Any member who fails to deliver an effective notice of revocation to SWCD after SWCD receives the member's notice of withdrawal shall only again be admitted as a member of SWCD as a new member upon complying with all the requirements and contingencies of these By-Laws, including but not limited to, Article 3 of these By-Laws.

11.1.5.3 Any member who delivers a written notice of revocation to SWCD after SWCD receives the member's notice of withdrawal in accordance with paragraph 11.1.5 shall also deliver payment to SWCD for SWCD's costs incurred by reason of the member's notice of withdrawal in accordance with the following schedule: \$500.00 for each thirty (30) day period, or a portion thereof, between the effective date of the member's notice of withdrawal as set out in paragraph 11.1 of these By-Laws and the effective date of the member's notice of revocation or payment of costs, as set out in paragraph 11.1.5 and this paragraph, whichever date is later.

11.1.6 Notwithstanding any provision in these By-Laws to the contrary, including but not limited to, the provisions

of Article 11 of these By-Laws, the Board of Directors, pursuant to Section 3.2A of these By-Laws, may amend the date a member's notice of withdrawal shall become effective, the date of a withdrawing member's effective date of withdrawal, and all costs associated with a member's withdrawal from SWCD.

Article 12 - Liability and Property

12.1 Except as otherwise provided by individual contracts, all members in the Associations shall be severally liable for the debts and liabilities of the Association, in the same proportion as their respective cost sharing charges.

12.2 The Association shall procure and maintain during the term of the Joint Public Safety Agreement sufficient insurance to cover the replacement value of the Association's equipment. Further, the Association shall procure and maintain, during the term of the term of the Joint Public Safety Agreement, liability insurance with a single limit of \$1,000,000.00 insuring the parties, including the Director of Communications, the Associations's other employees, the Board of Directors, the Executive Committee, and other agents of the Association, as their respective interests may appear, against public liability for any alleged act or omission in connection with the Association.

12.3 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, all equipment/property acquired by SWCD, whether purchased by SWCD, donated by a member, or paid for by a new member in accordance with these By-Laws, including but not limited to, paragraphs 3.3 and 8.4.1 of these By-Laws, shall become the equipment/property of SWCD. In addition, all equipment/property paid for by a current member in accordance with these By-Laws, for which equipment/property SWCD pays the costs of maintaining said equipment/property, including but not limited to, paragraph 8.4.3 of these By-Laws, shall become the equipment/property of SWCD and shall be owned in common by the members of SWCD unless otherwise directed by SWCD's Board of Directors.

12.4 No director, officer, employee or agent of the Association shall be entitled to any employment benefits available to a member's employees, including, but not limited to, the benefits of a labor agreement between a member and its employees, unless the director, officer, employee or agent of the Association is also an employee of the member from whom he/she seeks benefits and qualifies for said benefits under the rules and regulations of the member.

Article 13 - Contracts, Loans, Checks, and Deposits

13.1 The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

13.2 No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific instances.

13.3 All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

13.4 All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Article 14 - Indemnification

14.1 To the fullest extent permitted by applicable law and these By-Laws, the Association shall indemnify and hold harmless any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative in nature (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer or agent of the Association, against and from expenses (including reasonable attorneys' fees), judgements, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. In addition to the fullest extent permitted by applicable law and

these By-Laws, the Association shall indemnify and hold harmless any member who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative in nature (other than an action by or in the right of the Association) by reason of the fact that a person who is or was a director, officer or agent of the Association also represented the interests of the member of the Association. Said indemnification shall be against and from expenses (including reasonable attorneys' fees), judgements, fines and amounts paid in settlement, actually and reasonably incurred by the member in connection with such action, suit or proceedings, if he acted in good faith and in a manner the person reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

14.2 The indemnification authorized herein (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, agent, or member is proper under the circumstances because the director, officer, employee, agent, or member has met the applicable standard of conduct set forth in paragraph 14.1, above. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so direct, by independent legal counsel in a written opinion.

14.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, agent, or member to repay such amount, unless it shall ultimately be determined that the director, officer, employee, agent, or member is entitled to be indemnified by the Association as authorized in this Article 14.

Article 15 - Amendment

15.1 Amendment to these By-Laws may be proposed by any member of the Board of Directors or by any member of the Executive Committee. To be considered, the amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered.

15.2 A three-fourths (3/4) majority vote of the Board of Directors shall be required to adopt any amendment to these By-Laws.

Article 16 - Maintenance of Records

16.1 The records of the Association shall be maintained in accordance with the Illinois Local Records Act, 50 ILCS 5/205.1 et seq., as well as the policies and procedures of the Association which are not inconsistent with the Local Records Act.

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING A JOINT PUBLIC SAFETY AGREEMENT
WITH
SOUTHWEST CENTRAL DISPATCH**

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, that the Village President and Deputy Village Clerk be and the same, are hereby authorized to execute a certain Joint Public Safety Agreement with Southwest Central Dispatch by and between the Village of Hinsdale and the Southwest Central Dispatch, a copy of which is attached hereto as Exhibit "A" and made a part thereof.

PASSED this ____ day of _____, 2010.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

EXHIBIT A

JOINT PUBLIC SAFETY AGREEMENT
SOUTHWEST CENTRAL DISPATCH

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the local governments signatory hereto (and also those which may hereinafter become signatory hereto):

W I T N E S S E T H:

WHEREAS, the signatories hereto have determined that there is a need by local governments within Cook, DuPage and Will Counties, Illinois, for a centralized public safety communications system; and

WHEREAS, it has been determined by such signatories that public safety communications is of value on an individual and mutual basis; and

WHEREAS, a centralized public safety communications system can adequately serve the needs of all of such signatories; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a centralized public safety communications system for their mutual advantage and concern;

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived there from and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. VENTURE ESTABLISHED

Pursuant to the joint powers authorization of the Illinois Constitution, the undersigned to hereby federate together in a cooperative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "Southwest Public Safety Communications" hereinafter designated as Southwest Central Dispatch which shall consist of all of the local governments signatory hereto (and also those local governments which may hereinafter become signatory hereto).

7. DURATION

This Agreement and Southwest Central dispatch shall continue in effect until rescinded by consent of two-thirds of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said By-Laws.

8. ORDINANCE AUTHORIZING

Prior to execution of this Agreement, each member shall deliver to the other a certified copy of an Ordinance authorizing and directing the execution of the Agreement.

9. EFFECTIVE DATE

This agreement shall become effective when signed by all the participating signatories (as listed below).

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

Village of Hinsdale

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

ATTEST:

Christine Bruton, Deputy Village Clerk

Date: _____

AMENDED AND RESTATED BY-LAWS
OF
SOUTHWEST CENTRAL DISPATCH

AMENDED APRIL 15, 2009

Article 1 - Purpose

Southwest Central Dispatch (hereinafter sometimes referred to as "SWCD") is an intergovernmental cooperation association, voluntarily established by participating local governmental entities in accordance with a certain "Joint Public Safety Agreement" and pursuant to legal authority conferred by the State of Illinois, for the purpose of providing equipment, services, and other items necessary and appropriate for the establishment, operation, and ongoing maintenance of a combined public safety telecommunications system for the mutual benefit of the members of the association, to provide such services on a contractual basis to other units or groups having a need, and to provide a forum for discussion, study, development, and implementation of recommendations, criminal justice and public safety telecommunications, criminal justice and public safety information and data processing systems, and such other technical projects of a similar nature which may be beneficial to other member agencies and participants. Southwest Central Dispatch is sometimes hereinafter referred to as the "Association."

Article 2 - Powers

The Association shall have all of the powers identified in Section 5 of the Joint Public Safety Agreement, and shall additionally have all such necessary and incidental powers to carry out the terms and effectuate the purposes of these By-Laws.

Article 3 - Members

3.1 All cities, villages, and other units of local government, as well as other providers of public safety services which are situated wholly or partly within Cook, DuPage, and/or Will Counties and which are enabled by Illinois law to contract or otherwise associate with other local governmental entities for the purpose of exercising the functions of the Association, are eligible for participation in the Association.

3.2 It is the intention of these By-Laws that membership in the Association shall be limited to those organizations which have a public responsibility for the provision of life-safety services, specifically, and other public safety services as may be recognized from time to time, by the then members.

member, and such installation shall occur within the jurisdictional and/or geographical boundaries of the new member, an existing member of SWCD, or a non-member of SWCD, prior to the purchase and installation of said equipment, as well as the proposed new member's membership in SWCD, an agreement approved by SWCD must be entered into between SWCD and the new member, existing member, or non-member, as appropriate, containing provisions, among other provisions, permitting the installation of said equipment within a specific area of the new member's or existing member's or non-member's jurisdictional/geographical boundaries for a specific time period deemed appropriate by SWCD, and also stating that the agreement shall not terminate for the reason the proposed new member elects to withdraw from SWCD at a later time. New members shall be admitted only upon a two-thirds vote of the then members of the Board of Directors.

3.4 Participation of members in the affairs of the Association shall be through their respective representatives which they designate to serve on the Board of Directors and on the Executive Committee of the Association as provided in these By-Laws.

Article 4 - Board of Directors

4.1 There is hereby established a Board of Directors of the Association which shall consist of the Mayor or President of each member unit of local government, or its Manager or designee as designated by the Mayor or President. In the case of other units of local government which may become members, the chief executive official may be eligible for a position on the Board of Directors. At its first annual meeting, the Board of Directors shall select one of its members to serve as the Chairman of the Board until the following annual meeting. The existing Chairman may be re-elected at each annual election.

4.1.1 The Board of Directors shall determine the general policy of the Association and shall have the duty and authority to hire auditors and attorneys, to approve amendments to these By-Laws, to accept new members, and to approve the annual budget of the Association.

4.2 Each signatory participant to this Agreement shall be entitled to one seat on the Board of Directors and shall have one vote thereon.

4.2.1 Such one vote shall (or may) be cast only by the Board member in physical attendance or by his designated alternate. No proxy votes or absentee voting shall be permitted. In the event of a tie vote, the Chairman of the Board shall cast a second and deciding vote.

4.9 Competitive bids are not required:

(1) where the goods or services to be procured are economically procurable from only one source for contracts for goods and/or services involving the payment of less than \$25,000.00, provided however, the Executive Committee shall not authorize the execution of a contract for goods and/or services without bidding in accordance with this paragraph 4.9 (1) unless and until each Director of SWCD's Board of Directors has been notified, in writing, of the Executive Committee's intention to enter into said contract on behalf of SWCD, at least thirty (30) days prior to the execution of the subject contract, and provided further that in the event of portion of the subject contract is to be paid by Southwest Central 9-1-1 System, then each Director of Southwest Central 9-1-1 System shall also be notified, in writing, of the Executive Committee's intention to enter into said contract on behalf of SWCD, at least thirty (30) days prior to the execution of the subject contract. Unless a Director of either SWCD or Southwest Central 9-1-1 System, after notice has been provided to the Directors as aforesaid, notifies the President of the Executive Committee or the Director of SWCD that he or she objects to the subject contract, the Executive Committee may authorize the execution of the subject contract after the aforesaid thirty (30) day notice period to each Director as aforesaid expires;

(2) where the services required are for professional or artistic skills pursuant to a contract;

(3) in emergencies involving public health, public safety, or where immediate expenditure is necessary for repairs to Southwest Central Dispatch's property in order to protect against further loss of or damage to Southwest Central Dispatch's property, to prevent or minimize serious disruption of Southwest Central Dispatch's dispatch services, or to insure the integrity of Southwest Central Dispatch's records; and

(4) contracts for services and/or the purchase of equipment/systems involving the payment of less than \$25,000.00.

Article 5 - Meetings of the Board of Directors

5.1 All meetings of the Board of Directors shall, except to the extent that these By-Laws impose stricter requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Board of Directors shall be held twice a

entitled to have cast on its behalf one vote for each representative which it has on the Executive Committee. Such vote(s) may be cast only by the official representative(s) to the Executive Committee in physical attendance (or by the designated first alternate, if such official representative(s) is (are) absent). No proxy votes or absentee voting shall be permitted, except as provide in these By-Laws.

6.3 The daily administration and operation of the Association and the fiscal management of the Association shall be the responsibility of the Director of Communications as set out in Article 10 of these By-laws. The Director shall have all of the powers necessary to carry out his responsibilities as Chief Executive Officer subject to the policies established by the Board of Directors and the directives of the Executive Committee. Except as specifically provided for herein, no contract or other obligations of the Association shall be binding unless approved or ratified by the Executive Committee.

6.4 It is the intention of these By-Laws that the delegate(s) referred to in paragraph (6.2) of this Article 6, above, shall be the operational head of the specific governmental service unit(s) receiving communications services (e.g., for members receiving only police department communications services, the Police Chief; for those receiving only fire communications services, the Fire Chief, etc.) and that such person shall be that member's delegate to the Executive Committee.

6.5 The delegate determined in paragraph (6.4) above may designate, in writing to the Association, a first alternate who may serve on the Executive Committee in the absence of such Chief Officer.

6.6 The Executive Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with the contrary to the laws of the State of Illinois, these By-Laws, or the Joint Public Safety Agreement. A quorum for the transaction of all business of the Executive Committee shall consist of a majority if it's members or their designated first alternates.

6.7 All meetings of the Executive Committee shall, except to the extent that these By-Laws impose stricter requirements, be held in accordance with the Open Meetings Act of the State of Illinois. Regular meetings of the Executive Committee shall be held as required but no less than six (6) times per year. Notice of regular meetings of the Executive Committee shall be given to each member thereof not less than ten (10) days prior to such meeting, and an agenda shall accompany such notice, however, such meetings shall not be limited to the matters set forth in the agenda. Special meetings of the Committee may be called by its President,

transactions and significant developments since the previous regular meeting.

6.13 The Executive Committee shall present a full report of its activities at each regular meeting of the Board of Directors.

6.14 The Board of Directors shall: (1) hire the Director of Communications, (2) approve the employment contract between SWCD and the Director of Communications, including but not limited to, establishing the salary and employee benefits of the Director, (3) approve any amendments in the employment contract between SWCD and the Director of Communications, including but not limited to, any increase or decrease in salary or employee benefits, and (4) remove the Director of Communications, provided however, the Board of Directors shall take no action with regard to (1) (2) (3) and/or (4) above until the Board of Directors has been provided with the written recommendation of the Executive Committee, as appropriate, relating to: (1) the individual to be hired as Director of SWCD, (2) the employment contract between SWCD and the Director, including but not limited to, the amount of the Director's salary and description of employee benefits, (3) amendments to the employment contract between SWCD and the Director, including but not limited to, the amount of the Director's salary or description of employee benefits, and/or (4) whether the Director should be removed and the reasons in support of such recommendation. The Executive Committee, upon its own motion or at the request of the Chairman of the Board of Directors, shall deliver to all Directors of SWCD's Board, on or before a date set by the Chairman of the Board of Directors or a date set by the Executive Board's own motion, its written recommendation relating to (1) (2) (3) and/or (4) above, as appropriate.

6.15 The Executive Committee shall have the responsibility for insuring that the policy decisions of the Board of Directors are carried out.

6.16 Members of the Executive Committee shall serve without compensation for their services as such to the Association.

Article 7 - Officers

7.1 Officers of the Association shall consist of a President, a Vice-President, a Treasurer, and a Secretary. All officers shall be elected by the Executive Committee, and shall be selected from amongst the members serving on the Executive Committee with the presidency changing between a police chief and fire chief at each election.

7.8.1 Keep the minutes of the Board of Director's Meetings in a book provided for that purpose;

7.8.2 See that all notices are duly given in accordance with the provision of these By-Laws or as required by law;

7.8.3 Be custodian of the records of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

7.9 Officers of the Association shall serve as such without compensation from the Association.

Article 8 - Finances

8.1 The fiscal year of the Association shall end April 30th annually.

8.2 An annual budget shall be adopted by the Board of Directors at the annual meeting held in April of each year; copies shall be mailed immediately to the clerk and/or chief administrative official of each member unit.

8.3 The Executive Committee shall recommend annually to the Board of Directors for approval cost sharing charges for all members in an amount sufficient to provide funds required by the budget. Any member who has not paid a cost sharing charge within sixty (60) days after the cost sharing charge is due as set forth in paragraph 8.6.3 of these By-Laws shall not be entitled to further voting privileges, nor to hold any office, nor the use of any of the equipment or services until such time as all such charges have been paid. Such delinquent member's inability to vote or use any of the equipment or services shall not relieve the member from its continuing obligation to pay all of its membership charges as the same shall accrue. The amount of each participant's charges shall be determined in accordance with paragraph 8.4 following.

8.4 It is proposed that the activities of the Association shall be divided for cost sharing purposes into two classes, to wit: Class One (being all police communications services, systems, and capital costs); and Class Two (being all fire communications services, systems, and capital costs). Should additional parties become members to this Agreement whose cost sharing responsibilities fit into neither Class One or Class Two services, then the Board of Directors may elect to amend these By-Laws to include additional classes of service. The aforesaid costs may be amended by the Board of Directors for a new member in accordance Section 3.2A of these By-Laws.

costs to install communication lines, shall be paid by that member and not by SWCD. Notwithstanding any provision in these By-Laws or this paragraph 8.4.3 to the contrary, no member of SWCD shall relocate the equipment or property of SWCD, or by any means increase SWCD's operational responsibilities, obligations, and/or costs, including but not limited to, costs to be incurred by SWCD for the purchase of new or additional equipment, without first obtaining authorization from SWCD's Executive Committee to relocate SWCD's equipment and property, and/or increase SWCD's operational responsibilities, obligations, and/or costs, including but not limited to, costs to be incurred by SWCD for the purchase of new or additional equipment. In addition, in the event SWCD pays the costs of maintaining any new or additional equipment and/or property acquired in accordance with this paragraph 8.4.3, said additional equipment and/or property shall become the equipment/property of SWCD as set out in paragraph 12.3 of these By-Laws, notwithstanding the fact the existing member shall pay the costs of the purchase and installation of said equipment/property.

8.5 Each member shall take all required action to authorize the necessary funds to pay its initial and continuing obligations under these By-Laws and under any other agreement with the Association to which such member is party. Certified copies of the appropriate budget and/or levy ordinance of each member shall be delivered to the Board of Directors within thirty (30) days of the passage/adoption of such ordinance/budget, but in no event less than fifteen (15) days prior to the Board of Directors' regular meeting at which the Association's annual budget shall be adopted as provided in paragraph 8.2 of these By-Laws.

8.6 Periodic payments shall be made to the Association as follows:

8.6.1 Initial billing for the new fiscal year shall be issued on the first day of the new fiscal year.

8.6.2 Thereafter, statements will be issued on a monthly basis on the 20th of each preceding month. Said statements will be based upon the terms of paragraph (8.4), Article 8, above.

8.6.3 Each member is required to pay all amounts due, as set forth in the billing statements (hereinafter "statement") referred to in paragraphs 8.6.1 and 8.6.2 by the last day of the month to which the statement pertains. All amounts not paid within thirty (30) days from the date the statement amount was due as aforesaid shall be assessed interest thereafter at the rate of one half percent per

will not be retroactive in any manner for any reason. The granting of a reduction of assessment for a member's police department is within the sole discretion of the Southwest Central Dispatch Board of Directors. Upon a motion made and the affirmative vote of two-thirds of the Directors present at the April meeting of the Board of Directors during which SWCD's budget is being considered, the Board of Directors may suspend the time limit of January 31st set forth in paragraph 8.7 and thereafter consider any member's request for an assessment reduction which was tendered to SWCD after January 31st.

Article 9 - Audit

The Board of Directors shall call for an annual audit of the financial affairs of the Association, to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local governmental entities. The annual audit report shall be delivered to each member.

Article 10 - Director of Communications

10.1 The Association shall employ a Director of Communications recommended by the Executive Committee and approved by the Board of Directors as set out in Section 6.14 of these Bylaws. The Director of Communications shall be the Chief Executive Officer of the Association and shall be responsible to perform such duties as shall be delegated by the Executive Committee and/or the Board of Directors in accordance with the policies formulated by the Board of Directors, including, but not limited to, the daily administration and operation of the Association and the fiscal management of the Association subject to the Association's budget approved by the Board of Directors. The Director shall have all of powers necessary to carry out his responsibilities as Chief Executive Officer, subject to the policies established by the Board of Directors and the directives of the Executive Committee, which shall include:

10.1.1 To appoint, evaluate, promote, demote, temporarily relieve from duty, or remove other employees of the Association (except the attorneys or the auditors).

10.1.2 To attend all meetings of the Executive Committee and the Board of Directors, unless excused therefrom.

10.1.2.1 The Director shall have the right to take part in the discussion of all matters coming before the Executive Committee and the Board of Directors, but shall have no vote thereon.

Palos Heights, Illinois, 60463) either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD.

11.1.A In the event a member fails to pay any cost-sharing charge due SWCD in accordance with these By-Laws for a period of ninety (90) days from the date the cost-sharing charge was due as set out in paragraph 8.6.3 of these By-Laws (hereinafter "non-complying member"), the failure to pay as aforesaid shall be deemed notice of withdrawal by the non-paying member, which notice of withdrawal shall automatically become effective on the ninety-first (91st) day following the date the cost-sharing charge was due as set out in paragraph 8.6.3 of these By-Laws retroactive to the date the cost-sharing charge was first due in accordance with paragraph 8.6.3 of these By-Laws. The notice of withdrawal for non-payment as set forth in this paragraph 11.1.A shall have the same force and effect as though the non-paying member actually delivered written notice of its withdrawal from the Association in the form of a certified copy of an Ordinance as set out in paragraph 11.1 above. Moreover, the payment of cost-sharing charges past due by the non-paying member, whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A, after the notice of withdrawal becomes effective, shall have no effect on the validity of the notice of withdrawal. In addition, the non-paying member whose failure to pay is deemed notice of withdrawal in accordance with this paragraph 11.1.A shall not be entitled to revoke the notice of withdrawal or again become a member of SWCD in accordance with paragraphs 11.1.5, 11.1.5.1, 11.1.5.2, and 11.1.5.3, provided, however, the non-paying member may, within thirty (30) days from the date the notice of withdrawal becomes effective in accordance with this paragraph 11.1.A, serve a written request on the Chairman of the Board of Directors asking that the Board of Directors revoke the notice of withdrawal for the non-paying member's non-payment of cost-sharing charges (hereinafter "request to revoke"). Thereafter, within thirty (30) days after receiving the non-paying member's request to revoke, the Chairman shall cause the non-paying member's request to revoke to be included on the agenda of the next regular meeting, provided said regular meeting of the Board of Directors is scheduled within sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke, or call a special meeting in accordance with the provisions of paragraph 5.1 of these By-Laws for a date certain not more than sixty (60) days from the date the Chairman was served with the non-paying member's request to revoke. When the non-paying member's request to revoke is heard by the Board of Directors at a meeting of the Board of Directors, the granting or denying of the request to revoke shall be within the sole and exclusive discretion of the Board of Directors, and the decision of the Board of Directors shall be

member's notice of withdrawal deemed filed in accordance with this paragraph 11.1.B.

Upon the member delivering notice of withdrawal to SWCD in accordance with paragraph 11.1 or the member being deemed to have delivered a notice of withdrawal in accordance with paragraphs 11.1.A and/or 11.1.B (hereafter "effective date of a member's notice of withdrawal"):

11.1.1 The effective date of the member's withdrawal from SWCD shall be determined by the month in which the member's notice of withdrawal becomes effective as stated above in paragraphs 11.1, 11.1.A, and 11.1.B of these By-Laws. A member's notice of withdrawal which becomes effective between May 1st and October 1st in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is September 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2010. A member's notice of withdrawal which becomes effective between October 2nd and December 31st in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the second calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is October 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2011. A member's notice of withdrawal which becomes effective between January 1st and April 30th in any calendar year shall result in that member's effective date of withdrawal from SWCD becoming April 30th of the second calendar year following the calendar year in which the member's notice of withdrawal became effective. Thus, for example, if the effective date of a member's notice of withdrawal is January 15, 2009, the member's effective date of withdrawal from SWCD shall become April 30, 2011.

11.1.2 Subsequent to a member's effective notice of withdrawal, the withdrawing member shall continue to be responsible for:

11.1.2.1 One hundred (100%) percent of its pro rata share of all unpaid capital system development costs, including but not limited to, all installment payments to be paid after the effective date of the member's withdrawal from SWCD, for which SWCD became obligated to pay at any time prior to the withdrawing member's effective date of withdrawal from SWCD, including but

(b) reasonable attorneys' fees and costs and expenses incurred by SWCD, for the enforcement of SWCD's By-Laws against the withdrawing member and/or the collection of the costs of withdrawal from the withdrawing member;

(c) reasonable attorneys' fees and costs and expenses incurred by SWCD pertaining to any contract entered into between the withdrawing member and SWCD to provide the withdrawing member dispatching services after the effective date of the member's withdrawal from SWCD; and

(d) reasonable attorneys' fees and costs and expenses incurred by SWCD which pertain to SWCD providing dispatching services to a withdrawing member after the effective date of the member's withdrawal from SWCD if such dispatching services are provided without a contract as contemplated in (c) above, but in conformity with Illinois law, including but not limited to, the Rules and Regulations of the Illinois Commerce Commission.

11.1.2.6 All costs of withdrawal due from a member that withdraws from SWCD, as set out in these By-Laws, shall be paid to SWCD within thirty (30) days after the withdrawing member is served with SWCD's invoice for the costs of withdrawal which have accrued prior to the date of the invoice. Additional invoices will be served upon the member that withdraws from SWCD for additional costs of withdrawal not previously computed or which accrue after the date of the prior notice. All costs of withdrawal not paid within thirty (30) days after the withdrawing member is served with the aforesaid invoice or invoices shall accrue annual interest in an amount of 2% above the Wall Street Journal's highest prime rate set on the thirtieth day following service of each of SWCD's unpaid invoice or invoices.

11.1.2.7 The term "pro rata share," as used in Article 11 of SWCD's By-Laws, shall mean a percentage of all SWCD's costs which are identified in paragraph 11.1.2.1 through and including paragraph 11.1.2.3 set out above. The percentage shall be computed as follows:

(a) For a withdrawing member which receives dispatching services from SWCD for a police department only for all or a portion of the time between the effective date of the member's notice of withdrawal from SWCD and the effective date of

the effective date of the member's withdrawal from SWCD, the withdrawing member's pro rata share shall be the total of the sums derived from the formulae set out in paragraph 11.1.2.7(a) and paragraph 11.1.2.7(b).

11.1.3 If withdrawal results in termination of the Joint Public Safety Agreement, then the withdrawing member shall participate in the termination of this contract as set forth in paragraph 11.1.4 of Article 11 of these By-Laws, which follows.

11.1.4 Upon withdrawal of a member of the Association so as to reduce the number of continuing participants to less than that required to keep the Association operational, or upon the vote of two-thirds of the participating members to dissolve, then the Joint Public Safety Agreement and the Association shall be terminated and dissolved. Upon such termination and dissolution, and after payments of all debts, all assets or liabilities of the Association shall be distributed among the members who had participated in the Association within the one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three (3) years.

11.1.5 In the event any member delivers written notice of withdrawal in accordance with paragraph 11.1 set out above, said member may revoke its notice of withdrawal by delivering a written notice to SWCD, at SWCD's Headquarters (currently located at 7611 W. College Drive, Palos Heights, Illinois, 60463), that the member revokes its notice of withdrawal and also delivering the payment of costs as set out in paragraph 11.1.5.3 below. The written notice of revocation and payment of costs shall be considered received by SWCD when the written notice and payment of costs are actually received by SWCD, either by personal delivery or by United States certified mail - return receipt requested. Any other means of delivery other than personal delivery or United States certified mail - return receipt requested shall be deemed a nullity and not received by SWCD. Said revocation of a member's notice of withdrawal shall only be effective if notice of revocation and payment of costs are received by SWCD on or before January 31st of the calendar year following the year in which the member's notice of withdrawal was received by SWCD and became effective; or, in the event the effective date of a member's notice of withdrawal was received by SWCD in January of any calendar year, then the member's notice of revocation shall only be effective if the notice of revocation and payment of costs are received by SWCD by January 31st of the same year in which the notice of withdrawal was received by SWCD. If

of Article 11 of these By-Laws, the Board of Directors, pursuant to Section 3.2A of these By-Laws, may amend the date a member's notice of withdrawal shall become effective, the date of a withdrawing member's effective date of withdrawal, and all costs associated with a member's withdrawal from SWCD.

Article 12 - Liability and Property

12.1 Except as otherwise provided by individual contracts, all members in the Associations shall be severally liable for the debts and liabilities of the Association, in the same proportion as their respective cost sharing charges.

12.2 The Association shall procure and maintain during the term of the Joint Public Safety Agreement sufficient insurance to cover the replacement value of the Association's equipment. Further, the Association shall procure and maintain, during the term of the term of the Joint Public Safety Agreement, liability insurance with a single limit of \$1,000,000.00 insuring the parties, including the Director of Communications, the Associations's other employees, the Board of Directors, the Executive Committee, and other agents of the Association, as their respective interests may appear, against public liability for any alleged act or omission in connection with the Association.

12.3 Except as amended for a new member by the Board of Directors in accordance with Section 3.2A of these By-Laws, all equipment/property acquired by SWCD, whether purchased by SWCD, donated by a member, or paid for by a new member in accordance with these By-Laws, including but not limited to, paragraphs 3.3 and 8.4.1 of these By-Laws, shall become the equipment/property of SWCD. In addition, all equipment/property paid for by a current member in accordance with these By-Laws, for which equipment/property SWCD pays the costs of maintaining said equipment/property, including but not limited to, paragraph 8.4.3 of these By-Laws, shall become the equipment/property of SWCD and shall be owned in common by the members of SWCD unless otherwise directed by SWCD's Board of Directors.

12.4 No director, officer, employee or agent of the Association shall be entitled to any employment benefits available to a member's employees, including, but not limited to, the benefits of a labor agreement between a member and its employees, unless the director, officer, employee or agent of the Association is also an employee of the member from whom he/she seeks benefits and qualifies for said benefits under the rules and regulations of the member.


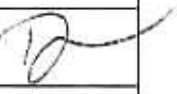
these By-Laws, the Association shall indemnify and hold harmless any member who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal or investigative in nature (other than an action by or in the right of the Association) by reason of the fact that a person who is or was a director, officer or agent of the Association also represented the interests of the member of the Association. Said indemnification shall be against and from expenses (including reasonable attorneys' fees), judgements, fines and amounts paid in settlement, actually and reasonably incurred by the member in connection with such action, suit or proceedings, if he acted in good faith and in a manner the person reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

14.2 The indemnification authorized herein (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, agent, or member is proper under the circumstances because the director, officer, employee, agent, or member has met the applicable standard of conduct set forth in paragraph 14.1, above. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so direct, by independent legal counsel in a written opinion.

14.3 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, agent, or member to repay such amount, unless it shall ultimately be determined that the director, officer, employee, agent, or member is entitled to be indemnified by the Association as authorized in this Article 14.

DATE: February 11, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION Zoning & Public Safety		ORIGINATING DEPARTMENT Police Department		
ITEM Police Radio Equipment Purchase		APPROVAL Chief Bradley Bloom 		
<p>As part of the transition to the Southwest Central Dispatch Center (SWCD) it is necessary to purchase radio equipment that will allow for police communications on the SWCD UHF frequency. Our current communications equipment in incompatible.</p> <p>It is necessary to order this equipment as soon as possible to allow for adequate radio coverage testing prior to our April 27, 2010 SWCD transition.</p> <p>I recommend the purchase of 28 portable radios and one mobile radio plus necessary charging equipment and accessories from Motorola for \$33,190.15</p> <p>This equipment is provided under the State of IL contract pricing which eliminates the necessity to obtain competitive bids per 1-11-4-B-2-d of the Village Code.</p> <p>A detailed list of equipment is attached.</p> <p>If the Board concurs with this recommendation, the following motion is appropriate:</p> <p>Motion: To approve a purchase order to Motorola, Inc. in the amount of \$33,190.15 for purchase of 28 portable radios, 1 mobile radio and necessary accessories.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				



February 8, 2010

Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL. 605210
Attn: Chief Brad Bloom

Motorola StarCom Contract Pricing: (all XTS & XTL radio units qualify along with parts.
25% off radios and 31% off on parts.)

Cost & Equipment XTS1500

Qty	Model / Description	Cost
28	Motorola P25 XTS1500 model 1.5 display UHF R2 48 channel Portable Radio with 2100 Mah Impress NIMH battery (ntn9858), standard antenna, programming and one year warranty. \$562.50 @ Model # H66SDD9PW5-N	\$15,750.00
28	Promotion (\$200.00)	(5,600.00)
28	Q811BF P25 Conventional Software. \$408.00 @	\$11,424.00
28	RMN5073 24" cord Public safety Remote Speaker Microphone with ear phone jack and volume switch. \$110.40 @	\$3,091.20
28	8505644V06 470-512 Mhz stubby antenna. \$11.04	\$309.12
28	NTN4117 Leather case with belt loop swivel. \$41.40	\$1,159.20
15	Extra NTN9858AR XTS1500 2100 mah Impress NIMH Battery. \$75.90 @	\$1,138.50
15	WPLN4111 Single unit Impress charger. \$113.85 @	\$1,707.75
5	RLN6379 BlueTooth Kit with adaptor & earpiece. \$144.21	\$721.05
3	WPLN4130 Multi unit charger with display. \$931.50	\$2,794.50
1	Motorola CDM1250 25-40 watt Uhf mobile radio unit complete with mounting bracket, mobile antenna and microphone. Model AAM25SKD9PW2 \$694.83	\$694.83
Equipment Total		\$33,190.15

* The above radio/parts must meet the following criteria. Purchase Order Checklist:

Document is a Purchase Order. Made out to Motorola 1309 Algonquin Rd, Schaumburg IL 60196, Dated, Has a Purchase Order Number, Signed PO, dollar amount matches order dollar amount, Payment Terms of Net 30 days, Bill to Address, Ship to Address - Communications Direct 735 Hunter Drive Batavia IL, 60510. Description of Goods, Contact Name, Contact Phone Number

Thank you,

Roger Folkerts
Communications Direct
735 Hunter Drive
Batavia, IL. 60510

Date: 2/12/2010

REQUEST FOR BOARD ACTION

AGENDA SECTION	ZONING AND PUBLIC SAFETY	ORIGINATING DEPARTMENT	FIRE
ITEM NUMBER	Sharing of Fire Services with Clarendon Hills	APPROVED	Chief Michael Kelly

SUMMARY OF REQUESTED ACTION

Attached is the proposed Intergovernmental Agreement between Hinsdale and Clarendon Hills outlining the sharing of fire department services. This Agreement maintains each Fire Department as a separate entity under the direction of the respective Village Board's. The Agreement identifies areas from a functional and operational aspect where the two Fire Departments will work to provide emergency services to a larger combined service area through this cooperative agreement. Integral to the Agreement is the use of a common dispatch service, operating on the same radio frequency and the ability to have simultaneous station notification of emergency calls. The Agreement also identifies minimum staffing levels for each Department as well as identifying the use of common rate structures and billing agencies to maximize revenues and take advantage of economies of scale to reduce expenses. There are several Exhibits to the Agreement that includes the Joint Fire Radio Network Intergovernmental Agreement, Fire Department Apparatus and Vehicles, a proposed common fee schedule for initial and follow-up fire prevention inspections, and Ambulance Service Fees. The proposed start date for this Agreement is May 1, 2010.

MOTION: **A.** To recommend the approval of a Resolution Authorizing an Intergovernmental Agreement Between the Village of Hinsdale and Clarendon Hills in Regard to the Sharing of Fire Department Services and the Associated Exhibits.

B. To recommend the approval of a Resolution Authorizing an Intergovernmental Agreement Between the Villages of Clarendon Hills, Downers Grove, Oak Brook, Westmont, Hinsdale and the Tri-State Fire Protection District for a Fire Department Communications Network

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS AND
HINSDALE IN REGARD TO THE
SHARING OF FIRE DEPARTMENT SERVICES**

BE IT RESOLVED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, that the Village President and Deputy Village Clerk be and the same, are hereby authorized to execute a certain Intergovernmental Agreement by and between the Village of Hinsdale and the Village of Clarendon Hills, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

PASSED this ____ day of _____, 2010.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
CLARENDON HILLS AND HINSDALE IN REGARD
TO THE SHARING OF FIRE DEPARTMENT SERVICES**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), made and entered into this _____ day of _____, 2010, by and between the Village of Clarendon Hills, DuPage County, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Clarendon Hills"), and the Village of Hinsdale, DuPage and Cook Counties, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Hinsdale"); (Clarendon Hills and Hinsdale being sometimes referred to herein individually as a "Party" and collectively as the "Parties");

W I T N E S S E T H:

WHEREAS, this Agreement is entered into pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the President and Board of Trustees of Clarendon Hills have determined that the public health, safety and welfare requires that fire protection, rescue and emergency medical services (hereinafter referred to as "Fire Services") be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the President and Board of Trustees of Hinsdale have determined that the public health, safety and welfare requires that Fire Services be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the Parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of shared Fire Services, and the shared protection of life and property in the event of an emergency or disaster; and

WHEREAS, the Parties have found it advisable to engage in the provision of a unified and integrated delivery of Fire Services; and

WHEREAS, the Parties have determined and agreed that it is in their respective best interests to form an association to provide for the delivery of Fire Services, as well as communications, procedures, training and other necessary functions in relation thereto, to further the protection of life and property in the event of an emergency or disaster;

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good available consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree, as follows:

1. **PURPOSE:** The purpose of this Agreement is to share each municipality's Fire Services, personnel, equipment, apparatus, support vehicles and ambulances for the delivery of Fire Services to the incorporated residents of Clarendon Hills and Hinsdale, and any other areas currently being served by the fire departments of Hinsdale or Clarendon Hills (hereinafter referred to as the "Combined Service Area"). It is recognized and acknowledged that, in the allocation of resources and services for emergencies, natural disasters, and manmade catastrophes, the use of the Parties' personnel and equipment to perform functions within the Combined Service Area is desirable and necessary to preserve and protect the health, safety, and welfare of the public. Further, it is acknowledged that the Parties' coordination of the provision of Fire Services through a shared service agreement is desirable for the effective and efficient provision of said Fire Services.

2. **LOCATION OF STATIONS:** The Parties agree that their respective existing fire department building locations shall continue to be operated, maintained, and utilized for the provision of Fire Services. The Clarendon Hills Fire Department is located at 316 Park Avenue, Clarendon Hills, IL and the Hinsdale Fire Department is located at 121 Symonds Drive, Hinsdale, IL.

3. **COMBINED SERVICE AREA:** The Parties agree to operate their respective fire departments pursuant to the concept of a combined service area that encompasses the jurisdictional boundaries served by each Party. The Parties will be jointly responsible for responding to calls for Fire Services within the Combined Service Area and shall cooperate fully with each other for the provision of said Fire Services.

4. **COMMON COMMUNICATIONS PLATFORM:** Clarendon Hills emergency calls are dispatched by Southwest Central Dispatch, a centralized, multi-jurisdictional, enhanced 9-1-1 emergency dispatch center located in Palos Heights, IL (hereinafter referred to as "SWCD"). In order to establish a centralized communications system, Hinsdale shall become a member of SWCD allowing each Parties' fire department the ability to consistently and efficiently communicate at all times.

5. **JOINT FIRE RADIO NETWORK:** Clarendon Hills operates a joint fire radio network, and municipal membership is authorized by the approval of an intergovernmental agreement. Hinsdale has agreed to enter into this radio network so as to integrate radio communications with Clarendon Hills. In this regard, the Joint Fire Radio Network Intergovernmental Agreement approved by Hinsdale is attached hereto as Exhibit A, and made part hereof.

6. APPARATUS AND VEHICLES: The Parties shall continue to operate and maintain apparatus and vehicles for their respective fire departments, at the same number and types that exist as of the effective date of this Agreement. The Parties agree to share in the use of all Fire Services apparatus, vehicles and other specialized emergency equipment for the provision of Fire Services in the Combined Service Area. Further, it is agreed that authorized personnel from Clarendon Hills and Hinsdale shall be allowed to operate all apparatus, vehicles and equipment shared by the Parties, provided they are trained in the use and care of same. The Parties' current Fire Services apparatus, vehicles and equipment are detailed in Exhibit B attached hereto and made part hereof.

7. SPECIALIZED EQUIPMENT: The Parties shall share all specialized equipment that is used in the provision of Fire Services by each Party. Further, the Parties agree to conduct an inventory of existing specialized equipment, and determine if duplicative specialized equipment can be eliminated and/or not replaced in the future.

8. FUTURE APPARATUS, VEHICLE AND EQUIPMENT REPLACEMENT: The Parties shall coordinate, and begin jointly planning for and sharing in the cost of, future Fire Services apparatus, vehicles and equipment replacement. The Parties agree to reduce the duplication of resources and facilitate the common use of Fire Services apparatus, vehicles and equipment. The Parties agree that sharing the costs associated with Fire Services apparatus, vehicles and equipment replacement shall be achieved by mutual agreement of the Parties.

9. ON DUTY PERSONNEL: The Parties shall allocate sufficient fire personnel to each fire station so that the Combined Service Area can receive quality Fire Services. The Parties hereby define sufficient fire personnel as having a minimum of six (6) firefighter paramedics and/or firefighter emergency medical technicians on duty, twenty-four (24) hours a day in the Hinsdale Fire Department, and three (3) firefighter paramedics and/or firefighter emergency medical technicians on duty, twenty-four (24) hours a day in the Clarendon Hills Fire Department. Of the three (3) personnel on duty in Clarendon Hills, best efforts will be made to have at least two (2) certified firefighter paramedics on duty. Based on the foregoing, the total minimum staffing on duty, twenty-four (24) hours a day, to provide Fire Services to the Combined Service Area, shall equal a total of nine (9) firefighter paramedics and/or emergency medical technicians. The Parties agree that they will each attempt to staff frontline ambulances with two (2) paramedics.

10. EMERGENCY MEDICAL SYSTEM – RESOURCE HOSPITALS: Clarendon Hills Emergency Medical System – Resource Hospital shall be the Loyola Emergency Medical Service System, which provides training and oversight of Clarendon Hills' paramedic and emergency medical technician program. Hinsdale's Emergency Medical System – Resource Hospital shall be Good Samaritan Medical Service System, which provides training and oversight of Hinsdale's paramedic and emergency medical technician program. The Parties shall work in good faith towards operating in conjunction with a single Emergency Medical System – Resource Hospital during the term of this Agreement.

11. COORDINATION OF DISPATCHING AND PRIORITIZATION OF CALLS:

The Party within which the emergency call originates shall initially be in charge of the call. If an emergency call originates in Hinsdale, then the Hinsdale Fire Department will attempt to be the first responder and will be in charge of the incident. If an emergency call originates in Clarendon Hills, then the Clarendon Hills Fire Department will attempt to be the first responder and will be in charge of the incident. In the event the Party within which the emergency call originates cannot be the first responder, the other Party will be assigned to respond to the emergency call. Depending upon the severity and duration of the emergency call, each Party shall respond to assist the other Party as requested and to the extent that said Party's fire department personnel are available. Clarendon Hills and Hinsdale shall continue to be part of the existing mutual aid systems to which they are a party, including MABAS (Mutual Aid Box Alarm System) Division 10. The coordination of dispatching and emergency responses will be determined by the Fire Chiefs of Hinsdale and Clarendon Hills, in conjunction with the management staff of SWCD.

12. PAID ON CALL PERSONNEL: As of the date of this agreement, The Clarendon Hills Fire Department operates with two full time employees, nineteen (19) part-time employees, and approximately thirty (30) paid on call personnel (hereinafter referred to as "POC personnel"). The POC personnel are fully trained and certified, and are contributing members of the Clarendon Hills Fire Department who respond to emergency calls on a per call basis, and are highly valued members of the Clarendon Hills Fire Department, and are an integral resource to the Clarendon Hills Fire Department for the provision of Fire Services. Under the terms of this Agreement, the POC Personnel will be available to respond to emergency calls as needed to the mutual benefit of Clarendon Hills and Hinsdale at all times.

13. COORDINATION OF TRAINING: The Parties shall coordinate and share required training functions relative to their respective fire departments. The Fire Chiefs of Clarendon Hills and Hinsdale shall be responsible for ensuring that all personnel are provided the necessary training to perform their duties in relation to providing Fire Services. The Parties further agree that training opportunities will be made available equally to each fire department, with the respective Fire Chiefs working toward a unified training system, involving personnel from both fire departments, along with on-site training conducted in both Hinsdale and Clarendon Hills.

14. FIRE INSPECTION AND PREVENTION SERVICES: Fire inspection and prevention services will be shared between the two fire departments. The Parties shall share information and assist each other with inspections that are more complex or time consuming. The Parties shall standardize inspection fees between the two fire departments to the greatest extent possible. The Parties' current respective schedules of inspection fees are detailed in Exhibit C attached hereto and made part hereof.

15. AMBULANCE SERVICES: Clarendon Hills and Hinsdale have existing schedules of ambulance fees based on the type of service that is provided. To achieve the best efficiencies, the Parties shall use the same ambulance billing service, which will reduce administrative costs for this program. The Parties shall standardize ambulance fees between the two fire departments to the greatest extent possible. The Parties' current respective schedule of ambulance fees are detailed in Exhibit D attached hereto and made part hereof.

16. COMMON POLICIES AND PROCEDURES: The Parties shall establish common policies and procedures in the areas of Fire Services, emergency responses, daily operations, training and personnel qualifications, to facilitate effective and efficient Fire Service delivery by both Parties. The Fire Chiefs of the Parties shall be responsible for establishing common policies and procedures and shall cooperate with each other to achieve this goal.

17. MANAGEMENT OF AGREEMENT: The Parties shall devote the necessary time and effort to successfully manage and implement this Agreement. Initially, the Fire Chiefs of the Parties will meet not less than once per month for the first year of this Agreement. After the first year, the Fire Chiefs will meet as needed, but not less than four (4) times per calendar year. The Fire Chiefs will assist each other to establish the communication systems, response protocols, and incident review. The Village Managers of the Parties will meet not less than once per month for the first six (6) months of this Agreement and at least annually thereafter, and, with the assistance of the Fire Chiefs, will prepare an evaluation report in regard to the effectiveness of this Agreement. After the first year of this Agreement said evaluation report shall be submitted to respective Village Boards of Clarendon Hills and Hinsdale.

18. INDEMNIFICATION:

(a) Clarendon Hills hereby agrees to save, hold harmless, indemnify, and defend Hinsdale and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys fees and costs associated therewith, caused by or arising out of Clarendon Hills' performance under this Agreement, or the lack thereof, exclusive of loss, damage, injury or death resulting from the acts or omissions of Hinsdale, or its officials, officers, employees or agents.

(b) Hinsdale hereby agrees to save, hold harmless, indemnify, and defend Clarendon Hills, and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys fees and costs associated therewith, caused by or arising out of Hinsdale's performance under this Agreement, or the lack thereof, exclusive of loss, damage, injury or death resulting from the acts or omissions of Clarendon Hills, or its officials, officers, employees or agents.

(c) Notwithstanding subsections (a) and (b) above, nothing contained in this Section 18 shall constitute a waiver of any privileges, defenses or immunities either of the Parties may have under the Local Governmental And Governmental Employee Tort Immunity Act (745 ILCS10/1-101 et seq.)

(d) The obligations of this Section 18 shall survive termination of this Agreement.

19. INSURANCE: Clarendon Hills and Hinsdale shall, during the entire term of the Agreement, procure and maintain the following insurance coverages:

- (a) Commercial General Liability Insurance (including bodily injury and property damage, products and complete operations, and contractual liability {which insures the liability accepted pursuant to this Agreement}); all with limits of no less than \$1,000,000.00 per occurrence or accident and a minimum of \$2,000,000.00 aggregate, including any self-insured retention. The policy shall be written on an occurrence basis as opposed to claims made basis.
- (b) Automobile Liability Insurance covering all owned or leased automobiles with limits of not less than \$1,000,000.00 per accident, including any self-insured retention.
- (c) Worker's Compensation Insurance in accordance with Illinois law, with statutory limits.

The Parties shall provide to each other, upon request, a certificate of insurance, in form acceptable to each, evidencing the existence of such insurance coverages. All renewal certificates of insurance procured by either Party shall be required to be submitted to the other Party not less than thirty (30) days prior to expiration of the policies required herein. The Parties acknowledge that Clarendon Hills and Hinsdale are members of the Intergovernmental Risk Management Agency (IRMA). The Parties may satisfy the provisions of this Section 19 by providing evidence of coverages provided by IRMA in the amounts set forth above.

The Parties shall cause the certificate evidencing the commercial general liability insurance to be endorsed to provide, in substance, that Clarendon Hills and Hinsdale, and their respective officials, officers, employees, and agents shall be named as additional insured on the other Party's insurance coverage with respect to any and all claims arising out of said other Party's performance, or failure to perform or properly perform, under this Agreement.

20. EFFECTIVE DATE/JOINT FIRE SERVICES START DATE: This Agreement shall be in effect from the date of its execution by the last Party to execute this Agreement (hereafter referred to as the "Effective Date"), and it is agreed by the Parties that shared Fire Services shall commence no later than May 1, 2010.

21. DURATION: This Agreement shall be in effect for a period of (5) years after its Effective Date, and, shall automatically renew for two (2) additional five (5) year terms, on the five (5) year and ten (10) year anniversary of the Effective Date, unless terminated sooner as provided in Section 22 below.

22. TERMINATION: During the duration of the agreement, this Agreement may be terminated by either Party upon providing no less than a one (1) year prior written notice to the other Party, so as to allow sufficient time to prepare to revert back to each party providing Fire Services within its own corporate limits.

23. AMENDMENTS: This Agreement may be amended at any time by the mutual agreement of the Parties; however, all amendments must be in writing and shall not be effective until approved by both Parties hereto.

24. NOTICES: All notices in connection with this Agreement shall be deemed delivered when mailed by certified mail, postage prepaid, or personally delivered, to the Parties hereto at the addresses shown below:

(a) If to Clarendon Hills:
Village of Clarendon Hills
1 N. Prospect Avenue
Clarendon Hills, IL 60514
Attention: Village Manager

(b) If to Hinsdale
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved by their respective Corporate Authorities, and executed, by their respective authorized officers on the date(s) set forth next to the respective signatures.

VILLAGE OF HINSDALE

BY: _____
VILLAGE PRESIDENT

ATTEST: _____ DATE: _____, 2010
DEPUTY VILLAGE CLERK
(SEAL)

VILLAGE OF CLARENDON HILLS

BY: _____
VILLAGE PRESIDENT

ATTEST: _____ DATE: _____, 2010
VILLAGE CLERK
(SEAL)

EXHIBIT "A"

Joint Fire Radio Network Intergovernmental Agreement

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE
AND WILLOW SPRINGS, AND THE TRI STATE FIRE PROTECTION DISTRICT
FOR A FIRE SERVICES COMMUNICATIONS NETWORK**

This Intergovernmental Agreement (hereinafter the "Agreement") made and entered into this 24th day of March, 2010, by and between the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation, (hereinafter "CLARENDON HILLS"), the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter "DOWNERS GROVE"), the VILLAGE OF OAK BROOK, an Illinois municipal corporation, (hereinafter "OAK BROOK"), the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter "WESTMONT"), the VILLAGE OF HINSDALE, an Illinois municipal corporation (hereinafter "HINSDALE"), the VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation (hereinafter "WILLOW SPRINGS") and the TRI STATE FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter "TRI STATE"); (CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE being hereinafter sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE seek use of the VHF radio system repeater owned by CLARENDON HILLS and radio frequencies licensed by the Federal Communications Commission to CLARENDON HILLS, which are used by the CLARENDON HILLS' fire department (hereinafter the "Repeater System"); and

WHEREAS, CLARENDON HILLS has no objection to the aforementioned use of its radio system repeater and radio frequencies, subject to certain terms and conditions; and

WHEREAS, the Parties hereto desire to commit their arrangements and understandings to writing;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement do hereby agree as follows:

1. The recitals set forth are hereby incorporated into and made a part of this Agreement.
2. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to connect various radio receivers and dispatch station controls to CLARENDON HILLS' radio repeater system located at 233 Burlington Avenue, Clarendon Hills, Illinois 60514, (hereinafter the "Repeater System Site"), subject to said connections taking place as directed by, and under the supervision of, CLARENDON HILLS.
3. The radio repeater network shall consist of the main transmitter, antenna and receiver, which are the property of CLARENDON HILLS (hereinafter the "Network"). Additional equipment, including, but not limited to, antennas, receivers, comparators, and voters, etc., (hereinafter the "Additional Equipment"), may be added to the Network by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and/or TRI STATE in their respective corporate limits, and said Additional Equipment, if any, shall remain the property of the Party that added the Additional Equipment. Upon termination of this Agreement, any such Additional Equipment can be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, as the case may be. Any equipment installed at the Repeater System Site, which is related to the operation of the Repeater System network, (hereinafter the "Network Equipment") shall at all times remain at the Repeater System Site and cannot be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and/or TRI STATE, even if they, or any one of them, decides to leave the Repeater System. The Network Equipment installed at the Repeater System

Site shall become the property of CLARENDON HILLS upon its installation, regardless of which Party hereto installs and/or pays for it.

4. CLARENDON HILLS will be responsible for and coordinate all maintenance and repairs of the Network Equipment, including the main transmitter/repeater, main voter, and any other equipment located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, however will each be responsible for one seventh (1/7) of said maintenance and repair costs relative to the Network Equipment. CLARENDON HILLS will invoice DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE for their respective shares of any such maintenance or repair costs, with any such invoices to be paid within thirty (30) days of the mailing thereof. Upon request of any Party, CLARENDON HILLS will provide copies of any work orders or invoices for said maintenance and repair costs.

5. DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE will each be responsible for all maintenance and repairs of any Additional Equipment located within their respective jurisdictions.

6. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to operate on frequencies 150.805 MHz and 153.635 MHz with a private line code of 146.2 Hz as licensed by the Federal Communications Commission to CLARENDON HILLS.

7. This Agreement allows for six (6) fire departments, CLARENDON HILLS, OAKBROOK, WESTMONT, HINSDALE, and TRI STATE to operate on the Repeater System as their primary radio system at this time, and one (1) fire department, DOWNERS GROVE to operate on the Repeater System as their backup secondary radio system at this time, with said seven (7) fire departments hereby constituting the Repeater System Group.

There shall be one (1) main transmitter/repeater in the Repeater System, to be located at the Repeater System Site. This transmitter is currently and will remain the property of CLARENDON HILLS. The back up transmitter/repeater is located in DOWNERS GROVE. This back up transmitter/repeater in DOWNERS GROVE will serve as a backup in the case of a failure of the main transmitter/repeater.

8. CLARENDON HILLS will provide a building at the Repeater System Site for all Network Equipment related to the operation of the repeater/transmitter and associated equipment. This building will be climate controlled and provided with an electrical service, backup electrical generator and an uninterrupted power supply system. This building will be locked and secured at all times.

9. CLARENDON HILLS will have overall control of the Network Equipment, and will have the capability to shut the repeater off immediately at all times, in the event of an open microphone on a mobile or portable radio, or in the case of an equipment malfunction.

10. DOWNERS GROVE, OAK BROOK and TRI STATE will have overall control of all of the receivers that are routed through their respective comparators. CLARENDON HILLS will have control of all receivers that are routed through the comparator located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK and TRI STATE will have the ability to disable any and/or all receivers under their control in the event of a malfunction of one (1) or more of the receivers.

11. All fire departments and dispatch centers working in the Repeater System shall conform to "Standard Operating Procedures" for dispatch, as defined by the Fire Chiefs of CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE. Communications shall be concise and to the point. Professionalism and courtesy shall be adhered to at all times.

12. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE and TRI STATE shall utilize mobile data computers in all front line fire department vehicles to facilitate call handling. At this time WILLOW SPRINGS does not have any mobile data computer capabilities and is encouraged to install mobile data computers in all of their front line fire department vehicles in the near future. The term "Front Line Vehicles" shall mean all ambulances, engines, ladder trucks, rescue squads and command vehicles that respond to emergency calls on a regular basis. The mobile data computers should be used when possible for status changes and other administrative functions according to the procedures of the member Fire Chiefs. Radio channel communications are to be kept to a minimum. It is not the intent of the Repeater System to identify each transmission, but to interact professionally and courteously with each Party to keep radio traffic to a minimum, so that all Parties will be able to utilize the radio channels effectively.

13. To the extent necessary, each member of the Repeater System Group agrees to follow normal firefighting communication protocol. Upon incident command notification, fire units will switch to a fireground communication channel, to conduct all on scene communications for situations that will require more communications than normal. This will leave the primary Repeater System channels available for other radio traffic.

14. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE agree to standardize radio communications as much as possible so as to better effect communications on a shared frequency.

15. To the maximum extent permitted by law, each of the Parties agrees to hold the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, which is the dispatch agency for CLARENDON HILLS and HINSDALE, harmless from and against all claims, and indemnify the other Parties, their respective officers, agents

and employees, and Southwest Central Dispatch, in relation to, any claim or claims, meritorious or otherwise, for any loss, personal injury, death or damages that may arise in conjunction with, or result from, the act or failure to act of one or more employees, agents or officials of the indemnifying Party insofar as such act or failure to act results in such loss, personal injury, death or damages for which either the indemnifying Party or the indemnified Parties, jointly or severally, may or shall be liable.

16. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE hereby represent and warrant that each presently possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess coverage, providing comprehensive general liability coverage in an aggregate amount of not less than \$2,000,000.00 per occurrence pursuant to the provisions of a self-insurance pool agreement or comprehensive general liability insurance policy and a blanket excess policy. Each Party shall take all actions necessary to keep such insurance coverage in full force and effect for the entire term of this Agreement, and each Party may request and receive adequate proof from any other Party that such insurance is valid and in full force.

17. Future upgrades to or replacement of Network components is anticipated. Recognizing that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE have PREVIOUSLY contributed funds to pay for the Network equipment, it is agreed that in lieu of a "buy in" payment, HINSDALE and WILLOW SPRINGS will each be responsible for twenty five percent (25%) of the cost of any future upgrades to or replacement of Network components, up to a maximum of five thousand and no/100 dollars (\$5,000) each and that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE will each be responsible for ten percent (10%) of these costs. When HINSDALE and WILLOW SPRINGS reach the five thousand and no/100 dollars (\$5,000) maximum, any future

costs for upgrades to or replacement of Network components will be shared equally among those parties who are still participating in and a party to this agreement.

18. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS or TRI STATE may terminate their respective involvement in this Agreement by giving written notice of said termination to the other Parties hereto not less than twelve (12) months in advance of the effective date of said termination. However, CLARENDON HILLS may not give such notice of termination to the other Parties hereto until after thirty six (36) months have elapsed from the commencement of the Agreement, except in the case of default by one of the other Parties. Such notice of termination shall not relieve the terminating Party of any obligation to pay any fees or charges accrued, unpaid, or obligated prior to the effective date of the termination.

19. For purposes of this Agreement, all notices that are given shall be given to all the following Parties at the addresses indicated:

Village of Clarendon Hills
Fire Department
Attention: Fire Chief
316 Park Avenue
Clarendon Hills, Illinois 60514

Village of Downers Grove
Fire Department
Attention: Fire Chief
5240 Main Street
Downers Grove, Illinois 60515

Village of Oak Brook
Fire Department
Attention Fire Chief
1200 Oak Brook Road
Oak Brook, Illinois 60523

Village of Westmont
Fire Department
Attention: Fire Chief
6015 S. Cass Avenue
Westmont, Illinois 60559

Southwest Central Dispatch
Attention: Director
7611 W. College Drive
Palos Heights, Illinois 60463

Tri State Fire Protection District
Attention: Fire Chief
419 Plainfield Road
Darien, Illinois 60561

Village of Hinsdale
Fire Department
Attention: Fire Chief
121 Symonds Drive
Hinsdale, Illinois 60521

Village of Willow Springs
Fire Department
Attention: Fire Chief
8259 Willow Springs Road
Willow Springs, Illinois 60480

All notices shall be sent certified mail, return receipt requested, or by personal service.

Notices given by certified mail shall be deemed given on the third (3rd) day following the mailing thereof.

20. This Agreement shall be for a term of ten (10) years commencing on the date the last of the Parties hereto executes this Agreement, and shall automatically renew for additional five (5) year terms thereafter, unless sooner terminated by a Party or by the Parties hereto in accordance with Section 18 above.

21. In light of this Agreement, the "Intergovernmental Agreement between the Village of Clarendon Hills, the Village of Downers Grove, the Village of Westmont, the Village of Oak Brook and the Tri State Fire Protection District for a Fire Department Radio Communication Network," dated September 21, 2009, is hereby terminated.

IN WITNESS HEREOF, the Parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS

Date: _____, 2010

Thomas F. Karaba
Village President

Attest:

Dawn Tandle
Village Clerk

VILLAGE OF DOWNERS GROVE

Date: _____, 2010

Ron Sandack
Mayor

Attest:

April Holden
Village Clerk

VILLAGE OF OAK BROOK

Date: _____, 2010

John W. Craig
Village President

Attest:

Charlotte Pruss
Village Clerk

VILLAGE OF WESTMONT

Date: _____, 2010

William Rahn
Mayor

Attest:

Virginia Szymiski
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2010

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF WILLOW SPRINGS

Date: _____, 2010

Alan Nowaczyk
Mayor

Attest:

Adeena Baskovich
Village Clerk

VILLAGE OF HINSDALE

Date: _____, 2010

Thomas K. Cauley Jr.
Village President

Attest:

Christine Bruton
Deputy Village Clerk

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGES OF CLARENDON HILLS,
DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE AND
THE TRI STATE FIRE PROTECTION DISTRICT FOR A FIRE
DEPARTMENT COMMUNICATIONS NETWORK**

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (2010), authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Villages of Clarendon Hills, Downers Grove, Oak Brook, Westmont, Hinsdale and the Tri State Fire Protection District (hereinafter collectively referred to as the "Parties") are public agencies as that term is defined in Section 2 of the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Parties have negotiated an Intergovernmental Agreement in substantially the form attached to this Resolution as Exhibit A, and the President and Board of Trustees of the Village of Hinsdale have determined that it is in the best interests of the Village to approve the Intergovernmental Agreement.

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

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

Section 2. Intergovernmental Agreement Approved. The Intergovernmental Agreement between the Parties is approved in substantially the form of the Intergovernmental Agreement attached to this Resolution as Exhibit A.

Section 3. Execution of Intergovernmental Agreement. The Village Manager is directed to execute the Intergovernmental Agreement on behalf of the Village in substantially the form attached as Exhibit A.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this ____ day of _____, 2010.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE
AND WILLOW SPRINGS, AND THE TRI STATE FIRE PROTECTION DISTRICT
FOR A FIRE SERVICES COMMUNICATIONS NETWORK**

This Intergovernmental Agreement (hereinafter the "Agreement") made and entered into this 24th day of March, 2010, by and between the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation, (hereinafter "CLARENDON HILLS"), the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter "DOWNERS GROVE"), the VILLAGE OF OAK BROOK, an Illinois municipal corporation, (hereinafter "OAK BROOK"), the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter "WESTMONT"), the VILLAGE OF HINSDALE, an Illinois municipal corporation (hereinafter "HINSDALE"), the VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation (hereinafter "WILLOW SPRINGS") and the TRI STATE FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter "TRI STATE"); (CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE being hereinafter sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE seek use of the VHF radio system repeater owned by CLARENDON HILLS and radio frequencies licensed by the Federal Communications Commission to CLARENDON HILLS, which are used by the CLARENDON HILLS' fire department (hereinafter the "Repeater System"); and

WHEREAS, CLARENDON HILLS has no objection to the aforementioned use of its radio system repeater and radio frequencies, subject to certain terms and conditions; and

WHEREAS, the Parties hereto desire to commit their arrangements and understandings to writing;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement do hereby agree as follows:

1. The recitals set forth are hereby incorporated into and made a part of this Agreement.
2. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to connect various radio receivers and dispatch station controls to CLARENDON HILLS' radio repeater system located at 233 Burlington Avenue, Clarendon Hills, Illinois 60514, (hereinafter the "Repeater System Site"), subject to said connections taking place as directed by, and under the supervision of, CLARENDON HILLS.
3. The radio repeater network shall consist of the main transmitter, antenna and receiver, which are the property of CLARENDON HILLS (hereinafter the "Network"). Additional equipment, including, but not limited to, antennas, receivers, comparators, and voters, etc., (hereinafter the "Additional Equipment"), may be added to the Network by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and/or TRI STATE in their respective corporate limits, and said Additional Equipment, if any, shall remain the property of the Party that added the Additional Equipment. Upon termination of this Agreement, any such Additional Equipment can be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, as the case may be. Any equipment installed at the Repeater System Site, which is related to the operation of the Repeater System network, (hereinafter the "Network Equipment") shall at all times remain at the Repeater System Site and cannot be removed by DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and/or TRI STATE, even if they, or any one of them, decides to leave the Repeater System. The Network Equipment installed at the Repeater System

Site shall become the property of CLARENDON HILLS upon its installation, regardless of which Party hereto installs and/or pays for it.

4. CLARENDON HILLS will be responsible for and coordinate all maintenance and repairs of the Network Equipment, including the main transmitter/repeater, main voter, and any other equipment located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE, however will each be responsible for one seventh (1/7) of said maintenance and repair costs relative to the Network Equipment. CLARENDON HILLS will invoice DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE for their respective shares of any such maintenance or repair costs, with any such invoices to be paid within thirty (30) days of the mailing thereof. Upon request of any Party, CLARENDON HILLS will provide copies of any work orders or invoices for said maintenance and repair costs.

5. DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE will each be responsible for all maintenance and repairs of any Additional Equipment located within their respective jurisdictions.

6. CLARENDON HILLS will allow DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE to operate on frequencies 150.805 MHz and 153.635 MHz with a private line code of 146.2 Hz as licensed by the Federal Communications Commission to CLARENDON HILLS.

7. This Agreement allows for six (6) fire departments, CLARENDON HILLS, OAKBROOK, WESTMONT, HINSDALE, and TRI STATE to operate on the Repeater System as their primary radio system at this time, and one (1) fire department, DOWNERS GROVE to operate on the Repeater System as their backup secondary radio system at this time, with said seven (7) fire departments hereby constituting the Repeater System Group.

There shall be one (1) main transmitter/repeater in the Repeater System, to be located at the Repeater System Site. This transmitter is currently and will remain the property of CLARENDON HILLS. The back up transmitter/repeater is located in DOWNERS GROVE. This back up transmitter/repeater in DOWNERS GROVE will serve as a backup in the case of a failure of the main transmitter/repeater.

8. CLARENDON HILLS will provide a building at the Repeater System Site for all Network Equipment related to the operation of the repeater/transmitter and associated equipment. This building will be climate controlled and provided with an electrical service, backup electrical generator and an uninterrupted power supply system. This building will be locked and secured at all times.

9. CLARENDON HILLS will have overall control of the Network Equipment, and will have the capability to shut the repeater off immediately at all times, in the event of an open microphone on a mobile or portable radio, or in the case of an equipment malfunction.

10. DOWNERS GROVE, OAK BROOK and TRI STATE will have overall control of all of the receivers that are routed through their respective comparators. CLARENDON HILLS will have control of all receivers that are routed through the comparator located at the Repeater System Site. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK and TRI STATE will have the ability to disable any and/or all receivers under their control in the event of a malfunction of one (1) or more of the receivers.

11. All fire departments and dispatch centers working in the Repeater System shall conform to "Standard Operating Procedures" for dispatch, as defined by the Fire Chiefs of CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE. Communications shall be concise and to the point. Professionalism and courtesy shall be adhered to at all times.

12. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE and TRI STATE shall utilize mobile data computers in all front line fire department vehicles to facilitate call handling. At this time WILLOW SPRINGS does not have any mobile data computer capabilities and is encouraged to install mobile data computers in all of their front line fire department vehicles in the near future. The term "Front Line Vehicles" shall mean all ambulances, engines, ladder trucks, rescue squads and command vehicles that respond to emergency calls on a regular basis. The mobile data computers should be used when possible for status changes and other administrative functions according to the procedures of the member Fire Chiefs. Radio channel communications are to be kept to a minimum. It is not the intent of the Repeater System to identify each transmission, but to interact professionally and courteously with each Party to keep radio traffic to a minimum, so that all Parties will be able to utilize the radio channels effectively.

13. To the extent necessary, each member of the Repeater System Group agrees to follow normal firefighting communication protocol. Upon incident command notification, fire units will switch to a fireground communication channel, to conduct all on scene communications for situations that will require more communications than normal. This will leave the primary Repeater System channels available for other radio traffic.

14. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE agree to standardize radio communications as much as possible so as to better effect communications on a shared frequency.

15. To the maximum extent permitted by law, each of the Parties agrees to hold the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, which is the dispatch agency for CLARENDON HILLS and HINSDALE, harmless from and against all claims, and indemnify the other Parties, their respective officers, agents

and employees, and Southwest Central Dispatch, in relation to, any claim or claims, meritorious or otherwise, for any loss, personal injury, death or damages that may arise in conjunction with, or result from, the act or failure to act of one or more employees, agents or officials of the indemnifying Party insofar as such act or failure to act results in such loss, personal injury, death or damages for which either the indemnifying Party or the indemnified Parties, jointly or severally, may or shall be liable.

16. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI STATE hereby represent and warrant that each presently possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess coverage, providing comprehensive general liability coverage in an aggregate amount of not less than \$2,000,000.00 per occurrence pursuant to the provisions of a self-insurance pool agreement or comprehensive general liability insurance policy and a blanket excess policy. Each Party shall take all actions necessary to keep such insurance coverage in full force and effect for the entire term of this Agreement, and each Party may request and receive adequate proof from any other Party that such insurance is valid and in full force.

17. Future upgrades to or replacement of Network components is anticipated. Recognizing that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE have PREVIOUSLY contributed funds to pay for the Network equipment, it is agreed that in lieu of a "buy in" payment, HINSDALE and WILLOW SPRINGS will each be responsible for twenty five percent (25%) of the cost of any future upgrades to or replacement of Network components, up to a maximum of five thousand and no/100 dollars (\$5,000) each and that CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT and TRI STATE will each be responsible for ten percent (10%) of these costs. When HINSDALE and WILLOW SPRINGS reach the five thousand and no/100 dollars (\$5,000) maximum, any future

costs for upgrades to or replacement of Network components will be shared equally among those parties who are still participating in and a party to this agreement.

18. CLARENDON HILLS, DOWNERS GROVE, OAK BROOK, WESTMONT, HINSDALE, WILLOW SPRINGS or TRI STATE may terminate their respective involvement in this Agreement by giving written notice of said termination to the other Parties hereto not less than twelve (12) months in advance of the effective date of said termination. However, CLARENDON HILLS may not give such notice of termination to the other Parties hereto until after thirty six (36) months have elapsed from the commencement of the Agreement, except in the case of default by one of the other Parties. Such notice of termination shall not relieve the terminating Party of any obligation to pay any fees or charges accrued, unpaid, or obligated prior to the effective date of the termination.

19. For purposes of this Agreement, all notices that are given shall be given to all the following Parties at the addresses indicated:

Village of Clarendon Hills
Fire Department
Attention: Fire Chief
316 Park Avenue
Clarendon Hills, Illinois 60514

Village of Downers Grove
Fire Department
Attention: Fire Chief
5240 Main Street
Downers Grove, Illinois 60515

Village of Oak Brook
Fire Department
Attention: Fire Chief
1200 Oak Brook Road
Oak Brook, Illinois 60523

Village of Westmont
Fire Department
Attention: Fire Chief
6015 S. Cass Avenue
Westmont, Illinois 60559

Southwest Central Dispatch
Attention: Director
7611 W. College Drive
Palos Heights, Illinois 60463

Tri State Fire Protection District
Attention: Fire Chief
419 Plainfield Road
Darien, Illinois 60561

Village of Hinsdale
Fire Department
Attention: Fire Chief
121 Symonds Drive
Hinsdale, Illinois 60521

Village of Willow Springs
Fire Department
Attention: Fire Chief
8259 Willow Springs Road
Willow Springs, Illinois 60480

All notices shall be sent certified mail, return receipt requested, or by personal service. Notices given by certified mail shall be deemed given on the third (3rd) day following the mailing thereof.

20. This Agreement shall be for a term of ten (10) years commencing on the date the last of the Parties hereto executes this Agreement, and shall automatically renew for additional five (5) year terms thereafter, unless sooner terminated by a Party or by the Parties hereto in accordance with Section 18 above.

21. In light of this Agreement, the "Intergovernmental Agreement between the Village of Clarendon Hills, the Village of Downers Grove, the Village of Westmont, the Village of Oak Brook and the Tri State Fire Protection District for a Fire Department Radio Communication Network," dated September 21, 2009, is hereby terminated.

IN WITNESS HEREOF, the Parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS

Date: _____, 2010

Thomas F. Karaba
Village President

Attest:

Dawn Tandle
Village Clerk

VILLAGE OF DOWNERS GROVE

Date: _____, 2010

Ron Sandack
Mayor

Attest:

April Holden
Village Clerk

VILLAGE OF OAK BROOK

Date: _____, 2010

John W. Craig
Village President

Attest:

Charlotte Pruss
Village Clerk

VILLAGE OF WESTMONT

Date: _____, 2010

William Rahn
Mayor

Attest:

Virginia Szymiski
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2010

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF WILLOW SPRINGS

Date: _____, 2010

Alan Nowaczyk
Mayor

Attest:

Adeena Baskovich
Village Clerk

VILLAGE OF HINSDALE

Date: _____, 2010

Thomas K. Cauley Jr.
Village President

Attest:

Christine Bruton
Deputy Village Clerk

DATE: March 2, 2010

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Staff Reports	ORIGINATING DEPARTMENT Administration
ITEM Release of Closed Session Minutes	David Cook, APPROVAL Village Manager

Chapter 5 ILCS 12/2.06 (d) of the State Statutes requires the Village to periodically review minutes of all closed meetings and make a determination and report in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection. Village Manager Cook and Village Attorney Ken Florey has reviewed all unreleased minutes and recommends the release of those as outlined on Exhibit A of the attached Resolution.

If the Board agrees with the proposed release of minutes, the following motion would be appropriate:

MOTION: To approve 'A Resolution Releasing Certain Closed Session Meeting Minutes'.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

MOTION: To recommend that the Board of Trustees approve a 'Resolution Releasing Certain Closed Session Minutes'.

Village Of Hinsdale
Resolution No. _____
A Resolution Releasing Certain
Closed Session Meeting Minutes

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/2; and

WHEREAS, as required by the Act, the Village Clerk has kept written minutes of all such closed sessions; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06 of the Act; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that the minutes of the closed session meetings, or portions thereof, set forth in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof, no longer require confidential treatment and should be made available for public inspection;

Now, Therefore, Be It Resolved By the President and Board of Trustees of the Village of Hinsdale, Counties of DuPage and Cook, State of Illinois as Follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as fully set forth.

SECTION TWO: Release. The minutes of the closed session meetings, or portions thereof, set forth in Exhibit A shall be and they are hereby released.

SECTION THREE: Inspection and Copying. The Village Clerk shall be and is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the procedures of the Village Clerk's office.

SECTION FOUR: Effective Date. The resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 2nd day of March, 2010

AYES:

NAYS:

ABSENT:

APPROVED this 2nd day of March, 2010

Tom Cauley
Village President

ATTEST:

Christine M. Bruton
Deputy Village Clerk

EXHIBIT A

**CLOSED SESSION MINUTES TO BE RELEASED – MARCH 2, 2010
MINUTES REVIEWED FROM APRIL 20, 2004 – PRESENT**

Date of Meeting – Subject Approved for Release

September 19, 2006 (Other Staffing Issues)
September 18, 2007 (Personnel Discussion of Pay Raise)
November 29, 2007 (Evaluation)
April 1, 2008 (Personnel)
May 6, 2008 (Performance Appraisals)
December 9, 2008 (Performance Review)