

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
September 7, 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, September 7, 2010 at 7:30 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, Director of Community Development/Building Commissioner Robb McGinnis, Director of Park & Recreation Gina Hassett, Police Chief Brad Bloom, Fire Chief Mike Kelly and Deputy Village Clerk Christine Bruton

Also Present: Amy Deis—Doings, Pam Lannon The Hinsdalean, Don Grigus-Suburban Life

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Schultz moved to **approve minutes of the Special Meeting of August 2, 2010, as amended.** Trustee LaPlaca seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Angelo

ABSENT: None

Motion carried.

Trustee Saigh moved to **approve the minutes of the Special Meeting of August 16, 2010.** Trustee Angelo seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

CITIZENS' PETITIONS

Karl Weber of 219 E. First Street complemented this administration for the streets that have been repaired this year, however, First Street has received very little repair in the 40 years that he has resided there. Collected tax revenues should apply to First Street, too, and he hopes the issues on First Street will be addressed soon. He understands that because it is a brick street it will require special bidding and preparation, but there are serious ruts and many loose bricks. He asked the Board to address these problems in the near future.

John Kaiser of 225 E. First Street reiterated Mr. Weber's remarks and noted that bricks will continue to come out as people drive over the street. He also asked the Board to please consider addressing these issues as soon as possible.

Jan Anderson, Executive Director of the Hinsdale Chamber of Commerce, thanked the Board and staff for their support of Uniquely Thursdays; it is especially appreciated when so many other communities are eliminating these kinds of events. This was the eighth season and it was bigger and better than ever. She thanked Village Manager Cook, Police, Fire, Public Services and all staff that volunteered their time. She also expressed thanks to the Board for their approval of the Chuck Foster Way signage stating it is a great addition to the downtown.

VILLAGE PRESIDENT'S REPORT

President Cauley announced that Mr. John Karstrand, Economic Development Commission Chair has agreed to chair a committee of residents who will promote the 1% sales tax referendum, which will be on the November 2nd ballot. The committee will be composed of 10-15 residents from around the Village who live neighborhoods that have failed streets or serious flooding problems. He noted that if the referendum passes, by law, all funds can only go to infrastructure repairs. He believes all Hinsdale residents can agree that the streets and sewers are in terrible condition.

He described the serious condition of the streets and sewers in Hinsdale and stated that fixing the infrastructure and revitalizing the downtown are the two most important issues facing our Village. He explained how the Village ended up in this predicament and that the Finance Commission and staff have together developed the Infrastructure Master Plan to address the problems. This plan will take fifteen years to execute, but there have been many more years of neglect. The Infrastructure Master Plan will cost about \$6 million per year. This Board has undertaken widespread budget reductions in the last two years to meet this expense and Federal Grants have contributed, but the 1% sales tax increase is a necessity to complete the plan.

He urged Board members and citizens to move now on the referendum for the benefit of the entire community, to secure property values and because there will be no better time—every year we wait to fix the infrastructure it becomes more expensive to do so.

President Cauley addressed the residents of First Street present tonight at the meeting and those he and the Trustees had received emails from last week. He pointed out that the Board is entirely sympathetic to concerns about the condition of First Street. However, many streets are unacceptable, the Board hears regularly from residents and resources are limited. Therefore, the Village needs to prioritize the work that is done. President Cauley explained that the first step is for residents to meet with Village staff, as has been the practice with all neighborhood groups that come to the Board with problems relating to their streets or sewers. If a meeting with staff is unsatisfactory, residents can come to the Board or meet with him to talk through the issue. He believes it would set a bad precedent to start a process by which various neighborhood groups organize and try to become the squeaky wheel in order to have their infrastructure issue become first in line among competing demands for limited Village resources. It is not a competition or a political process; the problem must be addressed on a community wide basis. Trustee Schultz suggested the Board discuss policies for brick and asphalt, noting brick streets have always been a special service area. Trustee LaPlaca said the brick streets are on a maintenance schedule and adjustments are made because of unpredictable factors such as weather, and there could exist issues on First Street that they are not aware of. Trustee Angelo added that in fairness to brick street residents it needs to be made clear what constitutes a failed brick street. President Cauley concluded stating he is not minimizing the issues, but there is a process.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Zoning & Public Safety Committee

Item A: Ordinance Vacating a Portion of Public Alley Right-of-Way Adjacent to and East of 629 S. Quincy Street for \$11,000

Item B: Ordinance Approving a Major Adjustment to a Planned Development for the Replacement of an Existing Fence at 306 W. Fourth Street

Item C: Ordinance to Declare Certain Personal Property of the Village of Hinsdale to be Declared Surplus and Sold at Public Auction or Declared Salvage Including Two Seized Vehicles and Fire Department Miscellaneous Equipment

Item D: Letter of Intent to Participate in a Public Safety Interoperable Radio System Purchased by the DuPage County Emergency Telephone System Board

Item E: Purchase of Two Replacement Marked Squad Cars being 2011 Ford Crown Victoria from Reedman Ford for a Cost Not to Exceed \$44,469 under the Terms of the Suburban Purchasing Cooperative

Item F: Purchase of an Extrication Tool from Equipment Management Company (EMC) for \$19,130.00 with the Foreign Fire Insurance Board Contributing \$4,130.00 toward the Purchase

Items Recommended by Administration & Community Affairs Committee

Item G: Special Use Permit for Falcon Football at Robbins Park on September 11, 2010

Item H: Ordinance Amending Subsection 3-3-5G of the Village Code of Hinsdale Related to the Number of Liquor Licenses

Trustee Angelo moved to **approve the Consent Agenda**. 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

Accounts Payable

Trustee Angelo moved **Approval and Payment of the Accounts Payable for the period of August 14, 2010 through September 3, 2010 in the aggregate amount of \$646,586.17 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk**. Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Discussion of Third & Princeton Combined Sewer Overflow Design Change

Village Manager Cook confirmed that no vote is to be taken on this item and he further explained that when the sewer line was traced for this project, it wasn't where they thought it was. There are two options on how to proceed; staff is asking the

Board for consensus to move forward. A change order will be brought forward for approval at a later date.

Mr. Eric Marek of Clark Dietz, Inc. addressed the Board stating that one of the options is a complete replacement and the other is working with what is there; both of which effect trees. He shies away from the first option because this street was recently resurfaced and this would damage the pavement causing increased seepage that would contribute to the premature failing of the street. He recommends the second option that places a structure over the existing brick sewer. The sewer is under the grass not the street, they can place the diversion structure within the grassy area and basically reuse material already constructed. Mr. Cook explained that the second option will result in the loss of 24' inch. Trustee LaPlaca commented that while it is a nice tree, sometimes we have to accept the loss of a tree and therefore agrees with the second option.

Mr. Marek pointed out that the price on the second option is firm, but that the other is based on a sketch and is missing some items; a firm price would most likely be more than the proposed \$48,000. Trustee Williams asked if there are guarantees about how this will function. Mr. Marek explained the overflow, invert and connections are the same as the original proposal. Trustee Saigh asked about the condition of the combined sewer. Mr. Marek reported the line under Princeton looks to be in pretty good shape, it was a good quality brick sewer. However, there seems to be some failure on the western manhole, probably an interface failure that should be paid attention to. Trustee Saigh asked how visible is the completed structure, Mr. Marek replied that the hatch is flush with the ground, it should be screened but does need to be accessible. It was noted that no change to the permit would be required. The Board reached consensus in support of the second option.

ZONING AND PUBLIC SAFETY

Renewal of a Software Hosting and Maintenance Contract with T2 Systems for Parking Ticket Management for a Cost not to Exceed \$13,419.96

Chief Bloom explained this is the software program for all parking and ticket related processing. Trustee Schultz moved to approve **Renewal of a Software Hosting and Maintenance Contract with T2 Systems for Parking Ticket Management for a Cost not to Exceed \$13,419.96**. Trustee LaPlaca seconded the motion.

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

NAYS: Trustee Williams

ABSTAIN: None

ABSENT: None

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

STAFF REPORTS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh offered a cautionary tale regarding the disposal of debris in public dumpsters. He noted that proper disposal of waste materials is a serious issue for all citizens.

ADJOURNMENT

There being no further business before the Village Board of Trustees, and no need for a Closed Session, Trustee Angelo **moved to adjourn the meeting of September 7, 2010.** Trustee LaPlaca seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:28 p.m.

ATTEST: _____
Christine M. Bruton, Deputy Village Clerk

REQUEST FOR BOARD ACTION

AGENDA				ORIGINATING Community
SECTION NUMBER EPS Consent Agenda				DEPARTMENT Development
ITEM To Approve A Commuter Facility Improvement Grant Agreement Between the Commuter Rail Division of the Regional Transportation Authority and the Village of Hinsdale.				APPROVAL Daniel M. Deeter Village Engineer
<p>The West Suburban Mass Transit District has approved a \$395,000.00 grant to the Village of Hinsdale for the preliminary engineering of the Oak Street Bridge. The agreement to award this grant is attached as the "Commuter Facility Improvement Grant Agreement, Part 1 between with the Commuter Rail Division of the Regional Transportation Authority and the Village of Hinsdale."</p>				
<p>Motion: To Approve the Commuter Facility Improvement Grant Agreement, Part 1 Between the Commuter Rail Division of the Regional Transportation Authority and the Village of Hinsdale in the Amount of \$395,000.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: At the Environment and Public Services Committee meeting on September 13, 2010, the above motion was unanimously approved.				
BOARD ACTION:				

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART I

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

VILLAGE OF HINSDALE

CONTRACT NO. _____

PROJECT NO. _____

This Agreement is made by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("**CRD**"), created under the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq., and the Village of Hinsdale, a municipal corporation created under the laws of Illinois ("**Municipality**").

PRELIMINARY STATEMENT

The Municipality desires to undertake a public transportation capital project ("**Project**") and has made letter application to the CRD for a grant for the Project.

The Project has been approved for funding by the CRD Board of Directors.

In consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance to the Municipality in the form of a capital grant ("**Grant**"), to set forth the terms and conditions upon which the Grant will be made, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, completed and used.

ITEM 1. DEFINITIONS

As used in this Commuter Facility Improvement Grant Agreement, the following terms, when capitalized, shall have the following meanings:

Agreement -- Parts I and II of this Commuter Facility Improvement Grant Agreement and all exhibits and appendices hereto as from time to time modified or amended pursuant to the terms hereof.

Approved Project Budget -- As defined in Section 8 of Part II.

BNSF-- Burlington Northern and Santa Fe Railway Company, a Delaware corporation.

Commuter Service -- Public Transportation Services by rail within the Metropolitan Region as defined in the Regional Transportation Authority Act.

CRD B The Commuter Rail Division of the Regional Transportation Authority as established by amendments to the Regional Transportation Authority Act, November 9, 1983.

Eligible Costs -- Expenditures made by Municipality in carrying out the Project which are reimbursable under the terms of Section 10 of Part II.

Grant-- Capital grant funded, in part, by CRD for the Project.

Grant Close-Out-- As defined in Section 17 of Part II.

Indemnitees-- The Commuter Rail Division of the Regional Transportation Authority (Metra), the Regional Transportation Authority (RTA), Northeast Illinois Regional Commuter Railroad Corporation (NIRCRC), BNSF and any federal and/or state agency providing grant funds to this project, and all of their respective directors, administrators, officers, employees, agents, successors, and assigns.

Metropolitan Region -- As defined in the Illinois RTA Act.

Municipality -- An Illinois municipal corporation as named in Part I.

NIRCRC-- The Northeast Illinois Regional Commuter Rail Corporation (d/b/a "Metra")

Net Project Cost -- The sum of the Eligible Costs (as set forth in Section 10 of Part II) incurred in performance of the Work on the Project, including Work done by Municipality, less refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred, and proceeds, if any, from the sale of scrap and replaced facilities.

Plans -- As defined in Section 3 of Part II.

Premises -- Property owned or controlled by the Municipality upon which the Project Facilities shall be constructed and maintained.

Project Account -- As defined in Section 9 of Part II.

Project Facilities -- Any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated or refurbished as part of the Project. Project Facilities are also referred to as Improvements.

Project Funds -- An amount not to exceed the sum set forth in Item 3 of Part I.

RTA -- The Regional Transportation Authority.

Total Project Cost -- The total of all line items shown in Exhibit B of Part II.

Use Term -- As defined in Section 28 of Part II.

Work -- The work to be performed under this Project as described in Item 2, Part I hereof and delineated on the drawing attached to and made a part of this Agreement as Exhibit "A".

WSMTD -- West Suburban Mass Transit District

ITEM 2. THE PROJECT

The Municipality agrees to undertake and complete the Project and to provide for the use of Project Facilities and equipment as described in the Approved Project Budget and in accordance with this Agreement and all applicable laws. The Project, which is to be more particularly described in the plans, specifications and schedules set forth in Part II generally includes, but is not limited to:

In 2009, the BNSF relinquished control of the Oak Street Bridge in the vicinity of the BNSF/Metra Highlands Station located ¼ mile west of the intersection of County Line Road and 47th Street, Hinsdale, IL to the Municipality. The Municipality desires to contract for the preliminary engineering ("Plans") to replace the Oak Street Bridge ("Project") in accordance with "Exhibit B, Approved Project Budget," attached to and made a part of this Agreement. The new facilities will meet the requirements of the Americans with Disabilities Act (ADA).

ITEM 3. AMOUNT OF GRANT

CRD agrees to make a WSMTD Grant to the Municipality in an amount not to exceed Three Hundred Ninety Five Thousand Dollars (\$395,000) to cover the cost of the Project, which includes the required local matching funds. Said grant funds shall not be obligated nor spent before receipt from CRD of an Exhibit B, Approved Project Budget, and execution of this Agreement by CRD's Executive Director, reflecting that the authorization of these funds has been received.

In no event, shall CRD be liable for the payment of grant funds that have not been authorized by and received from the federal government. The total amount provided by the CRD under this Agreement shall not exceed the actual Net Project Cost. CRD is not liable for any amount in excess of the amount of the Grant.

The Municipality agrees that it will provide, or cause to be provided, the cost of project elements which are not approved for CRD participation as shown in Exhibit B, Approved Project Budget. All or part of this local share to be contributed by the Municipality may, with the express written prior approval of the CRD, be provided by the Municipality in the form of contributions of professional, technical, or other services.

ITEM 4. DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement with all of its Parts and Exhibits constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement. This Agreement may only be amended in writing, signed by both parties. The Parties hereto further agree that this Agreement consists of Part I, entitled "Commuter Facility Improvement Grant Agreement", together with Part II, entitled "Commuter Facility Improvement Grant Agreement -- General Terms and Conditions", Exhibit A, entitled "Work to be Performed under this Agreement", Exhibit B, entitled

"Approved Project Budget", and Exhibit C entitled "Project Sign" all of which are by this reference specifically incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the _____ day of _____, 2010, by their respective duly authorized officials.

THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY:

VILLAGE OF HINSDALE:

By: _____
Name: _____
Title: Acting Executive Director

By: _____
Name: _____
Title: President

Attest: _____
Name: _____
Title: Assistant Secretary

Attest: _____
Name: _____
Title: Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF _____)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their oaths acknowledged themselves to be the Village President and Clerk of the Village of Hinsdale, an Illinois municipal corporation, and that they as such President and Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at _____ on the _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who, upon their several oaths acknowledged themselves to be the Acting Executive Director and Assistant Secretary respectively of the Commuter Rail Division, and that they as such Executive Director and Assistant Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing and attesting the same. Witness my hand and official seal at Chicago, Illinois on the _____ day of _____, 20__.

Notary Public

CERTIFICATE OF MUNICIPALITY'S ATTORNEY

I, _____, acting as Attorney for the Municipality, do hereby certify that I have examined this Agreement and the proceedings taken by the Municipality relating thereto, and that the execution of the Agreement by the Municipality has been duly authorized by the Municipality's action dated _____ (certified copy of which is attached), and that the execution of this Agreement is in all respects due and proper and in accordance with applicable Federal, State, and local laws, grant conditions and regulations pertaining to this Agreement and further that, in my opinion, said Agreement constitutes a legal and binding obligation of the Municipality in accordance with the terms thereof. I further certify that to the best of my knowledge there is no legislation or litigation pending or threatened which might affect the performance of the Project in accordance with the terms of this Agreement.

Dated this _____ day of _____, 20____

Signature

Title

Village of Hinsdale, Municipality - Grantee

COMMUTER FACILITY IMPROVEMENT GRANT AGREEMENT

PART II

GENERAL TERMS AND CONDITIONS

Between

**THE COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY**

and

VILLAGE OF HINSDALE

CONTRACT NO. _____

PROJECT NO. _____

1. **DEFINITIONS.** The terms capitalized in Part II Commuter Improvement Agreement General Terms and Conditions shall have the same definitions as found in Part I, Item 1.

2. **GENERAL REQUIREMENTS.** Municipality shall commence, carry on, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

3. **SUBMISSION OF PROCEEDINGS, CONTRACTS AND OTHER DOCUMENTS.** Municipality and CRD hereby agree that the documents governing the Work shall be the designs, surveys, plans, estimates, working drawings, schedules and specifications hereinafter called "Plans". Municipality shall submit all requests for proposals, bid documents, contracts and Plans necessary for the completion of the Work to CRD for approval. After CRD approval is received, no change shall be made in such documents without the prior written consent of CRD.

4. **CHANGED CONDITIONS AFFECTING PERFORMANCE.** Municipality shall immediately notify CRD of any change in conditions or local law, or of any other event, which may significantly affect its ability to perform or complete the Project in accordance with the provisions of this Agreement.

5. **NO OBLIGATIONS TO THIRD PARTIES.** Neither CRD nor any state or federal funding agency shall be subject to any obligations or liabilities of contractors of the Municipality or their subcontractors or any other person not a party to this Agreement without CRD's specific consent. This limitation shall apply despite the fact that CRD concurred in or approved of the award of any contract, subcontract or the solicitation thereof. Unless expressly authorized in writing by CRD, the Municipality agrees to refrain from executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect CRD's interest in any Project Facilities or obligating itself in any manner to any third party with respect to Project Facilities

6. **PURSUANT TO FEDERAL, STATE, AND LOCAL LAW.**

(a) In the performance of its obligations pursuant to this Agreement, the Municipality and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any Master Grant Agreement signed between CRD and a state or federal funding agency. All limits and standards set forth in this Agreement that are to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive standards. Specifically, if funding is provided, in whole or in part, by the Illinois Department of Transportation (AIDOT@), this Agreement is a Cooperative Agreement as defined in the IDOT Public Transportation Capital Improvement Grant Manual, dated September, 1982, and is subject to IDOT review and concurrence procedures applicable to such agreements, including the applicability of third-party contract requirements to subcontractors of Municipality and CRD.

(b) The Municipality agrees that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient

evidence in the Agreement of a contrary intent. Such contrary intent shall be evidenced by a letter signed by CRD, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the Municipality agrees to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the Project as required. Specifically, the Municipality and its contractors agree to administer the Project in accordance with the most recent federal and state provisions, including all applicable OMB or USDOT Circulars and regulations.

7. **PERMITS.** Municipality shall obtain all necessary permits, licenses, consents and other approvals for the performance of the Work.

8. **APPROVED PROJECT BUDGET.** A budget shall be prepared by CRD and submitted to Municipality. Municipality shall carry out the Project and shall incur obligations against and make disbursements of Project Funds only in conformity with the latest Approved Project Budget shown in Exhibit B ("**Project Budget**"). The Project Budget may be revised in writing from time to time in accordance with guidelines established by CRD.

9. **PROJECT ACCOUNTS.**

(a) Municipality shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for the Project ("**Project Account**").

(b) Municipality shall appropriately record in the Project Account and deposit in a bank or trust company, which is a member of the Federal Deposit Insurance Corporation, all grant payment installments received by it from CRD pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project. CRD payments and other funds are herein collectively referred to as "Project Funds".

10. **ELIGIBLE COSTS.**

(a) Expenditures incurred by Municipality shall be reimbursable under the Project as Eligible Costs to the extent they meet all of the requirements set forth below. They must:

1. Be made in conformance with the final Project Budget and all other provisions of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable in amount for the goods or services purchased;

4. Be actual net costs to Municipality (i.e., the price paid minus any refunds, rebates, or other items of value received by Municipality which have the effect of reducing the cost actually incurred). Local fees which would normally be applicable to the Work shall be waived by Municipality and shall not be considered Eligible Costs hereunder;

5. Be incurred (and be for work performed) after the date of this Agreement, unless specific written authorization from the CRD to the contrary is received;

6. Be satisfactorily documented; and

7. Be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CRD for Municipality and those approved or prescribed by Municipality for its contractors.

(b) Expenditures incurred by the Municipality which exceed the amount budgeted for a specific project line item (i.e., project element, job order or item) may be reimbursable as Eligible Costs at the time of completion of the project line item to the extent that those expenditures meet all of the requirements below:

1. Written justification to CRD is provided to explain the reason for the over expenditure and why that over expenditure was not anticipated prior to exceeding the budget for the project line item;

2. There are sufficient unspent funds in the Project Budget which may be reallocated to the budget of the project line item;

3. The funds remaining in the Project Budget after reallocation of the funds to the budget of the project line item are sufficient to provide for the uncompleted portions of all project line items;

4. The Total Project Cost for the CRD Grant shall not be exceeded.

5. The expenditures conform with the applicable state and/or federal grant requirements.

(c) In the event that it may be impractical to determine exact costs of indirect or service functions, Eligible Costs will include such allowances for these costs as may be approved in writing by the CRD.

11. REQUESTS FOR PAYMENT BY MUNICIPALITY. Unless CRD provides for another payment method, Municipality may make monthly requests for payment of preliminary Eligible Costs, and the CRD will honor such requests in the manner set forth in this Section. In order to receive CRD Grant payments, Municipality must:

- (a) Completely execute and submit to CRD a monthly requisition approved by CRD;
- (b) Submit to CRD an explanation of the purposes and copies of invoices for which costs have been incurred to date;
- (c) Have submitted all financial and progress reports currently required by CRD; and
- (d) Have received approval by CRD for all budget revisions required to cover all costs to be incurred by the end of the requisition period.

12. **PAYMENT BY THE CRD.** Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the CRD shall process the requisition and the CRD shall then reimburse preliminary Eligible Costs incurred by Municipality within 60 days of the date upon which such payment requisition form was timely received by it, if Municipality is in compliance with its obligations pursuant to the Agreement. If all obligations have been met, CRD shall reimburse apparent allowable costs incurred by Municipality up to the maximum amount of the CRD Grant payable. Municipality shall submit invoices for actual costs incurred within each month within 45 days after submission of each month's preliminary Eligible Costs, and succeeding payments by CRD shall be adjusted to actual costs. Reimbursement of any cost pursuant to this Section shall not constitute a final determination by the CRD of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by Municipality. The CRD will make a final determination as to the allowability only after a final audit of the Project has been conducted.

13. **DOCUMENTATION OF PROJECT COSTS.** All costs charged to the Project, including any approved services contributed by Municipality or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and property of the charges.

14. **AUDIT AND INSPECTION.** Municipality shall permit, and shall require its contractors to permit, CRD, RTA, or any other state or federal agency providing grant funds, or their designated agents, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Municipality and its contractors with regard to the Project. CRD also may require the Municipality to furnish, at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles at Municipality's expense. Municipality agrees to promptly comply with recommendations contained in CRD's final audit report.

15. **DISALLOWED COSTS.** In determining the amount of the CRD Grant, CRD will exclude all Project costs incurred by Municipality prior to the date of this Agreement, or another date specifically authorized by CRD; costs incurred by Municipality which are not provided for in the Project Budget except as otherwise provided under Section 10(b); and costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CRD.

16. **RIGHT OF CRD TO TERMINATE.** Upon written notice to Municipality, CRD reserves the right to suspend or terminate all or part of the financial assistance herein provided for convenience of either party or if Municipality is, or has been, in violation of the terms of this Agreement. Any failure to make progress which significantly endangers substantial performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. Termination of any part of the Grant will not invalidate obligations properly incurred by Municipality and concurred in by CRD prior to the date of termination, to the extent they are noncancellable. The acceptance of a remittance by CRD of any or all Project Funds previously received by Municipality or the closing out of CRD financial participation in the Project shall not constitute a waiver of any claim which CRD may otherwise have arising out of this Agreement. In the event of termination of this Agreement during the construction phase for reasons other than violation of the terms hereof by Municipality, CRD shall determine the most appropriate course of action to be taken with respect to the Project.

17. **PROJECT SETTLEMENT AND CLOSE-OUT.** Upon receipt of notice of successful completion of the Project or upon termination by CRD, Municipality shall cause a final audit to be performed of the Project to determine the allowability of costs incurred and make settlement of the CRD Grant. If CRD has made payments to Municipality in excess of the Total Project Cost of such CRD Grant or if CRD has advanced funds pursuant to requisitions under Section 12 which exceed the Net Project Cost, Municipality shall promptly remit such excess funds to CRD. Project close-out occurs when CRD notifies Municipality and forwards the final grant payment or when an appropriate refund of CRD Grant funds has been received from Municipality and acknowledged by CRD. Grant funds which have not been dispersed to the Municipality will automatically revert to CRD upon completion of the Project.

Close-out shall be subject to any continuing obligations imposed on Municipality by this agreement or contained in the final notification or acknowledgment from CRD.

18. **CONTRACTS AND PROJECT MANAGEMENT.** Municipality shall execute all contracts and perform all project management activities in accordance with the terms of this Agreement and Municipality's Grant application.

19. **COMPETITIVE BIDDING.** Municipality agrees to give full opportunity for free, open, and competitive bidding in accordance with federal and state statutes, as applicable, and the Municipality's established rules, regulations and ordinances for each contract to be let by Municipality that requires constructing or furnishing of any materials, supplies, or equipment to be paid for with Project Funds and Municipality shall give such publicity in its advertisements or calls for bids for each contract as will provide adequate competition. The award for each such contract shall be made by Municipality as soon as practicable to the lowest responsive and qualified bidder or as otherwise specifically approved by CRD. Contracts for the purchase of land, real estate, transit property, or other real or personal property not normally acquired through competitive bidding are specifically excluded from the requirements of this Section, except that contracts for professional and consulting services shall be awarded only after competitive solicitation of proposals.

20. SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES.

CRD has a vested interest in the settlement of disputes, defaults, or breaches involving any CRD-assisted third party contracts. CRD retains a right to a proportionate share, based on the percentage of the CRD share committed to the Project, of any proceeds derived from any third party recovery. Therefore, Municipality shall avail itself of all legal rights available under any third party contract. Municipality shall notify CRD of any current or prospective litigation pertaining to any compromise or settlement of the Municipality's claim(s) involving any third party contract, before making CRD assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the project account involved unless CRD permits otherwise.

21. ASSIGNMENT OF CONTRACT - SUBCONTRACTORS. The Municipality agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of CRD.

22. CONSTRUCTION PROJECTS - SIGNS. When a Project involves construction work, the Municipality shall cause to be erected and maintained at the construction site, signs satisfactory to CRD during construction and in accordance with the specifications set forth on Exhibit "C" attached to and made a part of this Agreement, identifying the Project and indicating that CRD is participating in the development of the Project.

23. LABOR LAW COMPLIANCE. Municipality agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Municipality also agrees to require any contractor doing construction work or performing professional or consulting service in connection with the Project to agree to adhere to the requirements of this Section. Municipality agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Municipality further agrees to make all required withholdings and deposits therefor. In addition, Municipality agrees to require all contractors and subcontractors for this project to pay their employees all their rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefor. Such requirements shall be included by the Municipality in all its contracts and agreements with contractors and subcontractors for this Project. CRD reserves the right to withhold final payment for this Project in the event that it is notified that the Municipality or any contractor and subcontractor has refused to pay any employee his/her salary, medical benefits, pension or social security benefits or to make the required withholdings and deposits therefor, until such time as the CRD is satisfied that the Municipality, its contractors and subcontractors have made all such payments, withholdings, or deposits. Upon request, Municipality shall provide CRD, and cause any or all of its contractors and subcontractors to provide CRD, access to all books and records pertaining to payments, withholdings, or deposits of the Municipality or the

Municipality's contractors or subcontractors relating to employees' salaries, medical benefits, and pension or social security benefits. Any such inspection by the CRD shall occur on regular business days and during normal working hours.

24. **PREMISES.** The Municipality agrees that the Premises for which the Plans are being prepared is owned by the Municipality and will be provided for the Project at no cost to the CRD.

25. **EQUAL EMPLOYMENT OPPORTUNITY.** Municipality shall comply with 775 ILCS 5/2-101 et seq.

26. **ACCEPTANCE OF PROJECT FACILITIES.** Upon completion of the Work, Municipality and CRD shall conduct a joint inspection of the Project Facilities.

27. **MAINTENANCE, USE AND OPERATION OF PROJECT FACILITIES.** Municipality shall maintain the Project Facilities, or cause them to be maintained, in a safe and operable condition throughout the term of this Agreement in accordance with the standards the Municipality uses for its other municipal facilities.

28. **CONTINUANCE OF SERVICES.** Municipality agrees that the Premises is and shall continue to be improved with a Bridge supporting the grade separation for pedestrians and emergency vehicles at the BNSF/Metra Highlands Station. Municipality agrees to provide, either directly or by contract, as the case may be, the administrative and maintenance services for the Premises for 40 years ("Use Term").

29. **RETENTION OF RECORDS AND INSPECTION.** Municipality shall keep satisfactory records with regard to the use of the Project Facilities for three years after project close-out, or longer if required by state or federal agencies providing grant funds. Specifically, if state funds are used, Municipality shall fully comply with the Five Year Record Retention requirements and the burdens of proof specified in the Grant Agreement executed between CRD and the Illinois Department of Transportation. Such requirements are specifically incorporated herein by reference if required. Municipality shall submit to CRD upon request such information as is required in order to assure compliance with the terms of this Agreement and shall immediately notify CRD in all cases where Project Facilities are used in a manner substantially different from that intended by this Agreement. CRD and Municipality shall conduct a yearly joint inspection of the Project Facilities to assure compliance with the terms of this Agreement.

30. **INDEMNIFICATION AND WAIVER.** To the extent permitted by law, Municipality agrees to protect, indemnify, defend and forever save and keep harmless the Indemnitees as defined in Part I, Item 1.

31. **OWNERSHIP.** Municipality shall own the Plans provided for herein.

32. **LIENS.** Municipality shall not cause any of the Project Facilities to become subject to liens or encumbrances of any kind. If any such lien shall be filed on property of CRD by

Municipality or any contractor, subcontractor or supplier of Municipality, the Municipality shall promptly take such steps as may be required to have the lien released and shall provide evidence thereof to CRD. CRD agrees to notify the Municipality of any lien of which CRD may become aware.

33. **NON-COLLUSION.** Municipality warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application for any grant pursuant to this Agreement. No CRD officer or employee, or member of any unit of local government which contributes to the Project Funds shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

34. **MUNICIPALITY'S WARRANTIES.** Municipality agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement, as evidenced by its "Certificate of Grantee's Attorney" attached to and made a part of Part I of this Agreement.

35. **SEVERABILITY.** CRD and Municipality agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

36. **ASSIGNMENT OF AGREEMENT.** Municipality agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of CRD.

37. **AMENDMENT.** CRD and Municipality agree that no change or modification to this Agreement or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and the Project Budget has been amended to conform thereto.

38. **TITLES.** Municipality and CRD agree that the titles of the items of this Agreement, hereinabove set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

39. **AGREEMENT PERIOD.** The terms of this Agreement shall begin as of the date hereof and shall end upon the completion of all obligations hereunder.

40. **GOVERNING LAW.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois.

41. **NOTICES.** All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this Agreement or

any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission, with proof of successful transmission sent by regular mail by CRD or Municipality at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

- (a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel
Phone: (312) 322-6699
Fax: (312) 322-6698

- (b) Notices to Municipality shall be sent to:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
Attn: Village Manager
Phone: (630) 789-7013
Fax: (630) 789-7015

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of delivery if hand delivered or on the first business day after successful transmission if sent by facsimile transmission.

42. **COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

43. **EXPENDITURE OF GRANT FUNDS.** Municipality agrees that the Grant Funds for this Project must be expended upon approved Project elements within 36 months of execution of the Grant contract. Unless otherwise specified in writing by CRD, all unexpended Grant Funds will automatically revert to CRD upon the expiration of this 36-month time period.

EXHIBIT A
Work to be Performed under this Agreement

EXHIBIT B
Approved Project Budget

**EXHIBIT B
APPROVED PROJECT BUDGET**

**-----
AGREEMENT BETWEEN METRA
AND THE VILLAGE
OF
HINSDALE**

GRANT NUMBERS:
MET-128

CFDA NO.
N/A

PROJECT NO. 4064

CONTRACT NO. _____

PROJECT DESCRIPTION:
Preliminary Engineering for Oak Street Bridge

VILLAGE OF HINSDALE ACTIVITY	FTA / METRA OBLIGATION
<u>Preliminary Engineering</u> DQ4064-53402006	\$395,000

**TOTAL
PROJECT
BUDGET**

\$395,000

TOTAL

\$395,000

AGENDA EPS Agenda SECTION NUMBER		ORIGINATING DEPARTMENT PUBLIC SERVICES		
ITEM Purchase 2011 Staff Vehicle		APPROVAL		
<p>There is \$22,000.00 budgeted in the Public Services Department to replace a 1998 staff vehicle. Through the Suburban Purchasing Cooperative this vehicle can be replaced by a 2011 Ford Taurus in the amount of \$19,893.75 from Currie Motors</p> <p>Staff seeks to purchase this replacement vehicle and if Committee concurs, the following motion would be appropriate:</p> <p>MOTION: To approve the purchase of a 2011 Ford Taurus through the Suburban Purchasing Cooperative in the amount of \$19,893.75 from Currie Motors</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
<p>At the September 13, 2010 EPS meeting, the above motion was unanimously approved.</p>				
BOARD ACTION:				



A Joint Purchasing Program For Local Government Agencies

Suburban Purchasing Cooperative **2011 Ford Taurus (SE) Vehicle Contract**

The Suburban Purchasing Cooperative, a cooperative of 143 municipalities in the six county area of Northern Illinois is pleased to announce that Ford Motor Company/Currie Motors *has extended the 2010 Ford Taurus pricing of \$19,257.75 for its 2011 model*. Every municipality and government agency in the State of Illinois is authorized to participate in this program.

The original bid for this vehicle was published in the legal Section of the Daily Herald on November 26, 2008 and was awarded through a sealed bid process to Currie Motors for the 2009 model year. The first of three one year contract extensions was approved for the time period of January 5, 2010 through January 6, 2011.

The attached summary sheets highlight most standard equipment and list other vehicle options. Additional option pricing for items not shown is available by contacting the Fleet Manager, Tom Sullivan directly at 815-464-9200.

Pricing for this vehicle secured by the Suburban Purchasing Cooperative, will be held firm through the 2011 model year. The order cut-off date for municipalities and government agencies is to be determined at a later date. Delivery to be made with 90 calendar days after production of said vehicle.

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

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815) 464-9200 FAX: (815) 464-7500
Contact Person: Tom Sullivan
thomasfsullivan@sbcglobal.net

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

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

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

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

AGENDA EPS Agenda SECTION NUMBER	ORIGINATING DEPARTMENT PUBLIC SERVICES			
ITEM Purchase of Schmidt Snow Plow	APPROVAL			
<p>There is \$15,500.00 budgeted in Roadway maintenance to replace a 1994 Schmidt MF3.4 snowplow attachment. The low quote received for this piece of equipment is from Lindco Equipment Sales, Inc. in the amount of \$14,091.52. Quotes received are attached.</p> <p>Staff seeks to purchase this replacement snowplow and if Committee concurs, the following motion would be appropriate:</p> <p>MOTION: To approve the purchase of a Schmidt 3.4 snowplow attachment in the amount of \$14,091.52 from Lindco Equipment Sales, Inc.</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: <p>At the September 13, 2010 EPS meeting, the above motion was unanimously approved.</p>				
BOARD ACTION:				

Lindco Equipment Sales, Inc.

2168 East 88th Drive
Merrillville, IN 46410
USA

QUOTATION

Quote Number: 20100194

Quote Date: Aug 6, 2010

Page: 1

Voice: (219)795-1448

Fax: (219)736-0892

Quoted To:

Hinsdale, Village of
19 E. Chicago Ave.
Hinsdale, IL 60521
USA

Customer ID	Good thru	Payment Terms	Sales Rep
Hinsdale-01	9/5/10	Net 30 Days	35878

Quantity	Item	Description	Unit Price	Amount
1.00	MF3.4-Hinsdale	Schmidt MF3.4, 10'6" Multi-section plow w/power angling, rubber deflector, plow markers, SQH plow side quick hitch, rubber deflector, painted orange.	13,641.52	13,641.52
450.00	FREIGHT	FREIGHT	1.00	450.00
1.00		OPTIONAL ITEMS THAT CAN BE ADDED TO BASE PRICE:		
1.00		For a set of screw adjustable mushroom shoes ADD.....\$1624.00		
2.00		*****NOTE*****		
		Quote plow same as serial #80403		
		45-60 day lead time		
Subtotal				14,091.52
Sales Tax				
TOTAL				14,091.52



SNOGO



MaxICE

SNO DOZER

***** PRICE CONFIRMATION *****

TO: Village of Hinsdale

ATTENTION: Sean Johnson

REF: _____

DATE: September 8, 2010

In reply to your inquiry dated 9-8-10 we are pleased to offer you the following pricing which will remain in effect for 45 days from this date.

QTY	DESCRIPTION	PRICE
(1)	Wausau model MF 3.4 "Street Smart" Multi-Section snow plow equipped with power angling, SQH plow side quick hitch, rubber deflectors.	

Total Price.....\$15,619.00

Above prices are: Your Cost

F.O.B. Hinsdale, IL

Delivery: 60-90 days

Terms: 30 days

Comments: _____

John Lemke

Regional Sales Manager

e-mail: jlemke@wausau-everest.com

Corporate Headquarters:
Wausau-Everest L.P.
1905 South Moorland Road
New Berlin, WI 53151-2321 U.S.A.
800-788-6066
262-784-6066
262-784-6720 fax

Wausau Equipment Company, Inc.
1905 South Moorland Road
New Berlin, WI 53151-2321 U.S.A.
800-788-6066
262-784-6066
262-784-6720 fax
ISO 9001:2000 Certified




Everest Equipment Co.
1077 Westmount
Ayer's Cliff, Quebec J0B 1C0
CANADA
819-838-4257
819-838-5653 fax

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM 18-20 E. First Street – Peter Burdi – Site Plan and Exterior Appearance Review and Signage – Façade Modifications	APPROVAL
<p><u>REQUEST</u></p> <p>The applicant is requesting approval of exterior appearance and site plans to allow for building façade improvements for the newly proposed Nabuki Restaurant. The site is improved with a one-story commercial building in the B-2 Central Business District.</p> <p>The applicant is proposing several changes to the exterior façade, which includes the removal of the existing façade treatments and restoration/improvements to the original façade which had been covered by prior construction. All proposed improvements can be seen and identified on the attached elevations however they include:</p> <ul style="list-style-type: none"> ○ New façade treatment above the existing windows, to be painted white. ○ Horizontal mullions to be placed in the existing windows and all window treatments and surrounds to be painted black. ○ Removal and relocation of the existing entrance to the west end of the tenant space. ○ Installation of a new black awning to run the length of the tenant space, including signage on the valance, for the restaurant. ○ Vertical piers at both ends of the façade to be painted white. <p>The double recessed door will be replaced with a single door at the far west end of the tenant space. In addition, a cloth awning is proposed over the windows and entrance. The awning will project three feet from the face of the building over the public sidewalk and will have a 9'-2" clearance. The Building Code allows for awnings to project into the public right-of-way with a maximum projection of 3 feet and when a minimum clearance of 7 feet is provided. The applicant is proposing signage on the valance of the awning as illustrated in the attached elevations and as such, should be approved as part of this request. The proposed sign is less than two square feet (6" x 2'-3") and therefore meets the requirements of Section 9-106J (Signs) which allows a maximum of 25 square feet for each business.</p> <p>No additional off-street parking is required as part of the proposed restaurant use. Subparagraph 9-104F1(b)(v) states that "Eating and drinking places located within the B-2 district are required to provide 1 space for each 200 square feet of net floor area." The applicant is not proposing to increase the square footage of the building.</p> <p><u>Review Criteria</u></p> <p>In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:</p> <ol style="list-style-type: none"> 1. Subsection 11-604F pertaining to Standards for site plan disapproval; and 2. Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit. 	

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

MOTION: Move that the Board of Trustees approve an “Ordinance Approving Site Plans and Exterior Appearance Plans for Modifications to a Commercial Building at 18-20 E. First Street.”

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On July 26, 2010, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

RE: 18-20 East First Street – Peter Burdi - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: July 14, 2010

DATE OF ZONING AND PUBLIC SAFETY REVIEW: July 26, 2010

FINDINGS AND RECOMMENDATION


I. FINDINGS

1. Peter Burdi, (the “Applicant”) submitted an application to the Village of Hinsdale for the property located at 18-20 East First Street (the “Subject Property”).
2. The Subject Property is zoned in the B-2 Central Business District and improved with a one-story commercial building.
3. The applicant is seeking approval exterior appearance and site plan review approval for exterior façade changes including the installation of an existing cloth awning, with signage, over the windows and entrance.
4. The applicant is proposing several changes to the existing building façade, with the major changes being the application of a new white brick façade treatment above the existing windows; aforementioned façade treatment and existing vertical piers at both ends of the tenant space, to be painted white; horizontal mullions to be placed in the existing windows and all window treatments and surrounds to be painted black and removal/relocation of the existing entrance to the west end of the tenant space.
5. The applicant is also proposing to install a new black awning to run the length of the tenant space, including signage on the valance, for the restaurant.
6. The Plan Commission finds that the plan submitted by the Applicant complies with the applicable bulk, space and yard requirements of the Hinsdale Zoning Code.
7. The Plan Commission finds that the application complies with the standards set forth in Section 11-606 of the Hinsdale Zoning Code pertaining to the exterior appearance review.
8. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review. There are no changes proposed to the site plan.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of 7 "Ayes," 0 "Nays," 2 "Absent" recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance/site plans with related signage at 18-20 East First Street.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 8th day of Sept., 2010.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING SITE PLANS
AND EXTERIOR APPEARANCE PLANS FOR MODIFICATIONS
TO A COMMERCIAL BUILDING AT 18-20 E. FIRST STREET**

WHEREAS, Peter Burdi (the "Applicant") filed an application for site plan approval and exterior appearance approval (the "Application") to authorize exterior modifications to the commercial building located on the property commonly known as 18-20 E. First Street in the Village of Hinsdale (the "Subject Property"); and

WHEREAS, the Hinsdale Plan Commission conducted a public meeting to consider the Application on July 14, 2010, and, after considering all of the matters related to the Application, recommended approval of the Application; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on July 26, 2010, considered the Application and the recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

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

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

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

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

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

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

Section 4. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2010.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2010.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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

By:
Its:

Date: _____, 2010



PROPOSED
STOREFRONT ELEVATION

SCALE: 1/4"=1'-0"



nabuki

2,586 SF RESTAURANT CONVERSION
18-20 E. FIRST STREET
HINSDALE, ILLINOIS
6/9/10

NOTICE

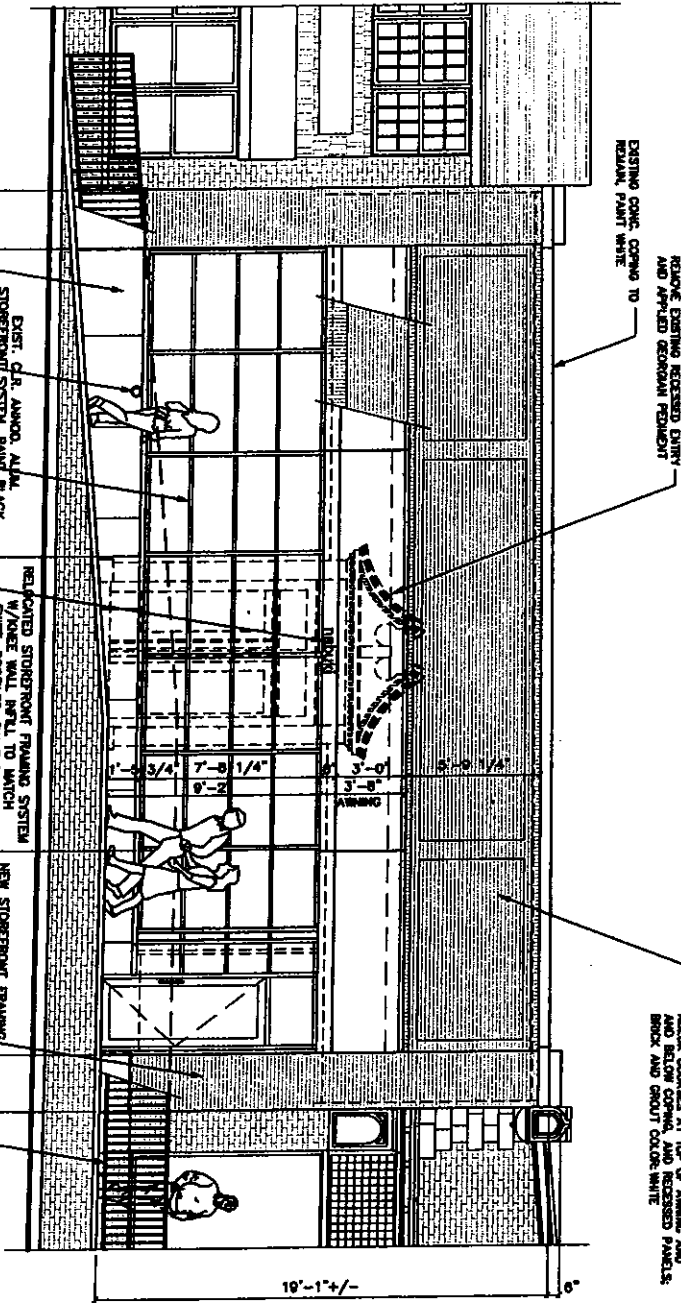
RANDY B. PRUYN, NCARB, AIA

PROPOSED STOREFRONT ELEVATION

SCALE: 1/8"=1'-0"

1

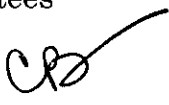
NABUKI
2,586 SF RESTAURANT CONVERSION
18-20 E. FIRST STREET
HINSDALE, ILLINOIS
6/8/10



NOTICE

THIS DRAWING HAS NOT BEEN REPRODUCED AND IS THE SOLE PROPERTY OF RANDY B. PRUYN, NCARB, ALA. NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RANDY B. PRUYN, NCARB, ALA. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF RANDY B. PRUYN, NCARB, ALA, IS A VIOLATION OF THE ARCHITECTURAL ACT AND IS SUBJECT TO THE PENALTIES THEREOF.


MEMORANDUM

Date: September 16, 2010
To: President and Board of Trustees
From: Chris Bruton, Deputy Clerk 
RE: Village Board Agenda for September 21, 2010

Please note that a copy of all materials listed under the Consent Agenda from the Zoning & Public Safety Committee, except for Item 6d can be found in the ZPS packet for the meeting held on September 20th.

Thank you.

cc: Village Attorney
Department Heads

AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED Darrell Langlois Assistant Village Manager/Director of Finance	
<p>At the meeting of September 21, 2010 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of September 4, 2010 through September 17, 2010 in the aggregate amount of \$770,848.94 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:			
BOARD ACTION:			

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1487

FOR PERIOD September 4, 2010 through September 17, 2010

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$770,848.94 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 9/17/10
ASSISTANT VILLAGE MANAGER/DIRECTOR OF FINANCE

APPROVED BY  DATE 9/17/10
VILLAGE MANAGER

APPROVED BY  DATE 9/16/2010
VILLAGE TREASURER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1487
Summary By Fund

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	120,741.35	-	-	120,741.35
Motor Fuel Tax Fund	23000	58,101.69	-	-	58,101.69
Water & Sewer Operations	61061	232,324.22	-	-	232,324.22
Police Pension Fund	71100	2,535.01	60,187.64	-	62,722.65
Firefighter's Pension Fund	71200	820.00	61,508.08	-	62,328.08
Escrow Funds	72100	28,369.00	-	-	28,369.00
Payroll Revolving Fund	79000	8,436.01	-	197,825.94	206,261.95
Total		451,327.28	121,695.72	197,825.94	770,848.94

HINSDALE POLICE PENSION #7173
Warrant # 1487

CHECK DATE	PAYEE	CHECK NUMBER	CHECK AMOUNT
9/15/2010	VIRGINIA POTEMPA	105217	1,000.00
9/15/2010	DOLORES HERMES	105218	1,087.07
9/15/2010	CAROL BAUMGARTEN	105219	1,047.59
9/15/2010	GEORGE DURFOR	105220	1,678.03
9/15/2010	NORA H RICHIE	105221	1,969.16
9/15/2010	KENNETH FELBINGER	105222	3,517.57
9/15/2010	FRANCINE ANDERSON	105223	1,629.88
9/15/2010	JOSEPH M KOZAK	105224	3,111.69
9/15/2010	DANIEL J HETHERINGTON	105225	3,971.39
9/15/2010	PAUL E TULACKA	105226	1,812.15
9/15/2010	WILLIAM M BLAZEJEWSKI	105227	3,016.10
9/15/2010	EDWARD KUBISH	105228	3,519.48
9/15/2010	WILLIAM ZAHALKA	105229	3,184.18
9/15/2010	JAMES ECCARDT	105230	5,391.43
9/15/2010	KELLY WEEKS	105231	3,077.05
9/15/2010	RONALD HOOGSTRA	105232	4,825.95
9/15/2010	PAUL LAMBERT	105233	4,543.45
9/15/2010	ROBERT KRAFT	105234	2,617.93
9/15/2010	RICHARD BIRDSONG	105235	4,249.32
9/15/2010	KAREN O'MALLEY	105236	<u>4,938.22</u>

TOTAL POLICE PENSION CHECKS 60,187.64

HINSDALE FIREFIGHTERS PENSION #7176
Warrant # 1487

CHECK DATE	PAYEE	CHECK NUMBER	CHECK AMOUNT
9/15/2010	KENNETH KASPAR	105237	2,318.07
9/15/2010	LLOYD H HEINEMANN	105238	3,156.09
9/15/2010	ROBERT KASPER	105239	3,382.40
9/15/2010	CALVIN JOHNSON	105240	2,595.74
9/15/2010	JOHN P WARGEN	105241	2,296.64
9/15/2010	JOHN L MILLER	105242	2,420.73
9/15/2010	ROBERT L EVANS	105243	4,137.00
9/15/2010	GEORGE C KERINS	105244	2,156.94
9/15/2010	RAY HENSHAW	105245	2,687.23
9/15/2010	STANLEY BULAT	105246	5,636.37
9/15/2010	WILLIAM P EBY	105247	3,415.97
9/15/2010	PATRICK F HEINEMANN	105248	2,172.79
9/15/2010	MARILYN MUSCH	105249	2,700.22
9/15/2010	JOHN MEJDRECH	105250	4,153.24
9/15/2010	MICHAEL E SPIEL	105251	2,149.86
9/15/2010	RICHARD BOCEK	105252	1,286.38
9/15/2010	SCOTT MILLER	105253	3,775.23
9/15/2010	RICHARD CIRCO	105254	2,242.66
9/15/2010	PATRICK KENNY	105255	5,308.77
9/15/2010	THOMAS SENER	105256	<u>3,515.75</u>
TOTAL FIREFIGHTER'S PENSION CHECKS			<u>61,508.08</u>
TOTAL PENSION CHECKS			<u><u>121,695.72</u></u>

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
5 STAR SOCCER CAMPS, INC		
53842 SOCCER *REIMB EXP*	720720	7207.20
	CHECK NO. 83821	7207.20
ABDELAZIZ, DALIA		
53791 CLASS REFUND	91887	69.20
	CHECK NO. 83822	69.20
ADVANTAGE CHEVROLET		
53767 SOLENOID	232916/233049/72	140.67
53812 VENT VALVE	457767	120.00
	CHECK NO. 83823	260.67
ALEXANDER EQUIPMENT		
53826 SOCCER GOALS	71932	145.00
	CHECK NO. 83824	145.00
ALPHAGRAPHS		
53769 COPIES MADE	30579	630.00
	CHECK NO. 83825	630.00
AMERICAN MESSAGING		
53786 PAGERS	U1153710KI	276.84
	CHECK NO. 83826	276.84
AMERICAN TAXI DISPATCH		
53807 SENIOR TAXI	1442	3400.00
	CHECK NO. 83827	3400.00
ATLAS BOBCAT INC		
53701 TIRE/BOB CAT	B20221	266.67
	CHECK NO. 83828	266.67
BASIC CHEMICAL SOLUTIONS		
53680 POOL CHEMICALS	S15774334	1014.54
53818 POOL CHEMICALS	S15778253/5812	836.00
	CHECK NO. 83829	1850.54
BIO-TRON, INC.		
53823 MONITOR MAINT	30525	150.00
	CHECK NO. 83830	150.00
BUTTREY RENTAL SERVICE IN		
53793 PROPANE REFILLS	117408	40.84
	CHECK NO. 83831	40.84
CARNIVAL DEPOT		

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
CARNIVAL DEPOT		
53778 OFFICE SUPPLIES	181749	1100.75
	CHECK NO. 83832	1100.75
CASE LOTS INC		
53676 PAPER SUPPLIES	25999/26000	388.20
53699 SOAP DISPENSER	025955	288.40
53783 PAPER GOODS	026095	337.95
	CHECK NO. 83833	1014.55
CHICAGO INTERNATIONAL		
53690 SNOW PLOW REPAIR	917540	6978.39
	CHECK NO. 83834	6978.39
CHICK, KATHRYN		
53712 KLM REFUND	EN100806/19439	250.00
	CHECK NO. 83835	250.00
CINTAS		
53775 RUGS TOWELS ETC	769477742	242.81
53820 RUGS TOWELS ETC	769481072	161.31
	CHECK NO. 83836	404.12
C.T. TECHNOLOGY FIN SERV IN		
53752 ALARM	17586825	152.50
	CHECK NO. 83837	152.50
CLARKE ENVIRONMENTAL		
53803 MOSQUITO ABATEMENT	6333067	5356.00
	CHECK NO. 83838	5356.00
CLASSIC LANDSCAPE LTD		
53813 LANDSCAPE	59491	10988.00
	CHECK NO. 83839	10988.00
COMCAST		
53792 POOL	0037136-09/10	125.00
53830 KLM LODGE	0036807-09/10	95.00
53831 PD/FD	0036781-09/10	160.00
53832 VILLAGE HALL	0036757-09/10	160.00
53833 PW/WP	0036815-09/10	99.95
	CHECK NO. 83840	639.95
COMED		
53748 TRAFFIC SIGNALS	1653148069-08/10	40.36
53749 WASHINGTON PARKING LOT	2838114008-08/10	41.86
53750 314 SYMONDS	0417073048-08/10	93.79

VOU.	PAYEE DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMED				
53751	PUMPING	0075151076-08/10	214.27	
53752	SALT CREEK	1917116003-08/10	26.14	
53753	57TH STREET	0015093062-08/10	84.83	
53754	21 SPINNING WHEEL	1131101044-08/10	497.06	
	CHECK NO.	83841		998.31
COMMERCIAL COFFEE SERVICE				
53761	COFFEE	102989	97.50	
53828	COFFEE SUPPLIES	103236	63.00	
	CHECK NO.	83842		160.50
COMMUNITY SUPPORT SERVICE				
53709	KLM REFUND	EN100827/19437	200.00	
	CHECK NO.	83843		200.00
CORBET-FLORIAN, SUSAN				
53706	KLM REFUND	EN100807/19427	425.00	
	CHECK NO.	83844		425.00
COURTNEYS SAFETY LANE				
53794	SAFETY INSPECTION	4109372	32.00	
	CHECK NO.	83845		32.00
DANMAR				
53796	CUSTODIAL	4214-08/10	4214.00	
	CHECK NO.	83846		4214.00
DICKINSON, RICHARD				
53725	CONT BD/121 MINNEOLA	18685	900.00	
	CHECK NO.	83847		900.00
DIRECT ADVANTAGE INC				
53817	PROOF MARKETING SERVICES	4032	3739.00	
	CHECK NO.	83848		3739.00
DLAND CONSTRUCTION LLC				
53724	50/50 SIDEWALK PROGRAM	480	57826.69	
	CHECK NO.	83849		57826.69
DOWNES SWIMMING POOL CO				
53739	CONT BD/744 CLEVELAND	19261	2800.00	
	CHECK NO.	83850		2800.00
DRESCHER LANDSCAPING				
53736	CONT BD/608 S QUINCY	19451	500.00	
	CHECK NO.	83851		500.00

PAYEE	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
DUPAGE JUVENILE OFFICERS			
53824 DUES	58951	20.00	
	CHECK NO. 83852		20.00
DUPAGE METROPOLITAN ENFOR			
53670 ANNUAL CONTRIBUTION	13520	13520.00	
	CHECK NO. 83853		13520.00
DUPAGE WATER COMMISSION			
53808 WATER	8848	217925.95	
	CHECK NO. 83854		217925.95
EDGEWATER, JACKIE			
53723 ANIMAL TAG REFUND	1748	5.00	
	CHECK NO. 83855		5.00
ENVIRO-TEST/PERRY LABORAT			
53777 LAB SERVICES	10127094	150.00	
	CHECK NO. 83856		150.00
EXELON ENGERY INC			
53770 STREET LIGHTS	200239600020	494.99	
53771 TRANSFORMER	100421800110	2416.56	
	CHECK NO. 83857		2911.55
FCWRD			
53745 7/10 WATER	70569	705.69	
	CHECK NO. 83858		705.69
FILLING, VICKI			
53707 KLM REFUND	EN100828/19154	400.00	
	CHECK NO. 83859		400.00
FINLAY, JEFFREY			
53731 CONT BD/220 N MONROE	19553	500.00	
	CHECK NO. 83860		500.00
FIRE PROTECTION COMPANY			
53679 SPRINKLER TESTING	15694	980.00	
	CHECK NO. 83861		980.00
FRED GLINKE PLUMBING AND			
53665 BURNSFIELD	26867	460.20	
53766 REPAIR PARTS	26670	110.60	
	CHECK NO. 83862		570.80
FULLERS HOME & HARDWARE			

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
FULLERS HOME & HARDWARE			
53667 ASST HARDWARE	107540/58	365.62	
	CHECK NO. 83863		365.62
FULLERS SERVICE CENTER IN			
53668 REPAIRS & CAR WASHES	683895/684183	602.50	
	CHECK NO. 83864		602.50
G & K SERVICES			
53779 UNIFORMS	1028471100	246.36	
53801 UNIFORMS	1028473625	253.32	
	CHECK NO. 83865		499.68
GARCIA, VICKI			
53710 KLM REFUND	EN100805/19433	250.00	
	CHECK NO. 83866		250.00
GUMKOW, MARY			
53714 KLM REFUND	EN100814/19169	500.00	
	CHECK NO. 83867		500.00
GENESIS SURVEY P C			
53819 PLAT OF VACATION	2010-1240	325.00	
	CHECK NO. 83868		325.00
GLASER, ANNE			
53737 CONT BD/134 E FOURTH	19390	500.00	
	CHECK NO. 83869		500.00
GRAINGER, INC.			
53672 MISC SUPPLIES	9269178530/9503	177.78	
53686 NUTS/BOLTS	9339227069	135.86	
53743 HINGE LOCKING	9332501544	164.48	
53836 SUPPLIES	9341685726	111.40	
	CHECK NO. 83870		589.52
GRAPHIC ENTERPRISES INC			
53760 PRINTING	AR232336	8.80	
	CHECK NO. 83871		8.80
H & R CONSTRUCTION INC			
53695 STORM SEWER REPAIR	13858	2500.00	
	CHECK NO. 83872		2500.00
HOLLAND HARDWARE			
53756 SWITCH	542/543	7.69	
	CHECK NO. 83873		7.69

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
HOMER TREE SERVICE		
53687 TREE REMOVAL	14098	837.00
	CHECK NO. 83874	837.00
HOPKINS, DAN		
53764 DUES	345122	145.00
	CHECK NO. 83875	145.00
HR BLUEPRINT		
53673 PRINTER SUPPLIES	78946	53.74
	CHECK NO. 83876	53.74
ILICO, INC.		
53705 KLM ICE MAKER REPAIRS	2260272	41.38
53839 THERMO COUPLE	2259622	218.72
	CHECK NO. 83877	260.10
ILLINOIS PAPER DIVISION		
53834 COPIER PAPER	563406	1220.00
	CHECK NO. 83878	1220.00
IMPACT OFFICE PRODUCTS		
53666 OFFICE SUPPLIES	00715177	13.16
53814 OFFICE SUPPLIES	1815934/354/362/	1202.88
	CHECK NO. 83879	1216.04
INDUSTRIAL ELECTRIC		
53815 STREET LIGHTS	188611	189.90
	CHECK NO. 83880	189.90
INTERNATIONAL CODE COUNCI		
53762 INSPECTION SERVICES	1228424-IN	118.20
	CHECK NO. 83881	118.20
INTERNATIONAL EXTERMINATO		
53780 EXT FEES	91060593	208.00
	CHECK NO. 83882	208.00
INTERSTATE BATTERY SYSTEM		
53802 BATTERIES ENG #1013	33010280	587.70
	CHECK NO. 83883	587.70
IPELRA		
53691 CONFERENCE REGISTRATION	375	375.00
	CHECK NO. 83884	375.00
JEMS		

PAYEE	VENDOR INVOICE	INVOICE	CHECK
VOU. DESCRIPTION		AMOUNT	AMOUNT
JEMS			
53704 RENEWAL	58876	44.00	
	CHECK NO. 83885		44.00
JOHNSON, MARK			
53790 CONFERENCE	35000	350.00	
	CHECK NO. 83886		350.00
JOHNSTON, GARY			
53677 PERMIT FEES	39060	390.60	
	CHECK NO. 83887		390.60
JULIE INC			
53795 JULIE 7/10	07100720	432.00	
	CHECK NO. 83888		432.00
KASPERSKI, ERIC			
53787 BEE STINGS/SCRIPTS	59030	35.00	
	CHECK NO. 83889		35.00
KERNY, PATRICK			
53772 IPPFA TRAINING	19000	190.00	
	CHECK NO. 83890		190.00
KIPPS LAWMOWER SALES			
53765 WEED EATER PART	386146	13.50	
	CHECK NO. 83891		13.50
KOBY CONSTRUCTION			
53729 STM WTR/612 PHILLIPPA	17335	1300.00	
	CHECK NO. 83892		1300.00
KRAMER FOODS			
53720 ASST SUPPLIES	02199245/0114739	28.10	
	CHECK NO. 83893		28.10
KROESCHELL ENGINEERING CO			
53678 HVAC	37636/37635	1702.98	
	CHECK NO. 83894		1702.98
LAMBERTH, ROSE			
53810 STICKER REFUND	7252	60.00	
	CHECK NO. 83895		60.00
LAWRENCE UNIVERSITY			
53715 KLM REFUND	EN100815/19423	250.00	
	CHECK NO. 83896		250.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
LEXIS NEXIS RISK DATA MNG 53742 CONTRACT FEE	130175120100831 CHECK NO. 83897	152.00	152.00
MADUZIA, DONALD 53713 KLM REFUND	EN100829/19431 CHECK NO. 83898	500.00	500.00
MAILFINANCE 53688 SUPPLIES	13261895 CHECK NO. 83899	287.94	287.94
MANGANIELLO, JIM 53671 METER READINGS	132616 CHECK NO. 83900	1326.16	1326.16
MICRO CENTER A/R 53622 CHIPS	58949 CHECK NO. 83901	225.97	225.97
MORAN, JULIE 53730 814 S BRUNER	19556 CHECK NO. 83902	500.00	500.00
MOTIVE PARTS CO FMP 53774 AUTO PARTS	193908/263/439/4 CHECK NO. 83903	399.14	399.14
MOTOROLA 53697 HEADSET REPAIR	SR93021 CHECK NO. 83904	89.50	89.50
MURPHY, JEFFREY 53728 STM WTR/242 S BODIN	17786 CHECK NO. 83905	2344.00	2344.00
NAPA AUTO PARTS 53606 AUTO PARTS	126725/106/171 CHECK NO. 83906	354.50	354.50
NATIONAL PUMP & COMPRESSO 53684 HVAC	551682-0001 CHECK NO. 83907	292.84	292.84
NFPA 53789 DUBS	58524 CHECK NO. 83908	150.00	150.00

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
NICOR GAS			
53755 YOUTH CENTER	9007790000-08/10	41.28	
53825 N VINE STREET	1327011000-09/10	104.04	
	CHECK NO. 83909		145.32
NOW SERVING			
53708 CATERER REFUND	EN100827/19440	140.00	
	CHECK NO. 83910		140.00
NUCO2 INC.			
53681 POOL CHEMICALS	RI38020396	137.30	
	CHECK NO. 83911		137.30
ONEILL, MELISSA			
53716 KLM REFUND	EN100821/19059	500.00	
	CHECK NO. 83912		500.00
PADNITZKE, JOHN			
53809 MEDICARE REIMB	16132	161.32	
	CHECK NO. 83913		161.32
PERMA SEAL BASEMENT			
53741 CONT BD/31 BLAINE	19543	500.00	
	CHECK NO. 83914		500.00
PIECZYNSKI, LINDA			
53703 PROSECUTOR	4926	1589.00	
	CHECK NO. 83915		1589.00
PRAIRIE PATH PAVERS			
53732 CONT BD/30 E AYERS	19529	500.00	
	CHECK NO. 83916		500.00
PRAIRIE PATH PAVERS			
53734 CONT BD/411 E THIRD	19506	500.00	
	CHECK NO. 83917		500.00
PRAIRIE PATH PAVERS			
53738 CONT BD/731 S BRUNER	19292	500.00	
	CHECK NO. 83918		500.00
PRAX AIR			
53717 KLM REFUND	EN100826/19424	250.00	
	CHECK NO. 83919		250.00
QUARRY MATERIALS, INC.			
53675 SURFACE/BREAKS	39385	2320.07	

PAYEE	INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT
QUARRY MATERIALS, INC.		
53682 BREAKS	39345	444.67
53781 ASPHALT MATERIALS	00039429	365.70
53784 ASPHALT REPAIRS	39436	1713.49
53800 COLD PATCH	39453	1151.69
53829 COLD PATCH	39468	1670.56
	CHECK NO. 83920	7666.18
QWEST COMMUNICATIONS		
53837 QWEST LONG DISTANCE	1127936022	68.19
	CHECK NO. 83921	68.19
R E JAMASON-DARGUZIS		
53718 KLM REFUND	EN100827/19019	500.00
	CHECK NO. 83922	500.00
RAINEOW FARMS ENTERPRISES		
53663 PLAYGROUND MULCH	27420-1	800.00
53664 PLAYGROUND MULCH	27420	6520.00
	CHECK NO. 83923	7320.00
REGIONAL TRUCK EQUIPMENT		
53744 GUAGE	166140	43.10
	CHECK NO. 83924	43.10
REPRODUCTION CONSULTANTS		
53700 MICRO CONVERSIONS	51029	65.60
	CHECK NO. 83925	65.60
ROBINSON, MORRISEY		
53721 ESCROW FUNDS	345-347 HICKORY	63.50
	CHECK NO. 83926	63.50
ROXAS, JOHN		
53722 ESCROW REFUND	201006160060	49.50
	CHECK NO. 83927	49.50
RUSSELL, ELAINE		
53719 KLM REFUND	EN100822/19180	500.00
	CHECK NO. 83928	500.00
RUTLEDGE PRINTING CO.		
53827 BUSINESS CARDS	105511	93.13
	CHECK NO. 83929	93.13
SAMS CLUB		
53696 ASST SUPPLIES	1564/8596	813.54

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SAMS CLUB	CHECK NO. 83930		813.54
SERVICE FORMS & GRAPHICS			
53782 INSPECTION RECORD SLIPS	133520	191.85	
53799 BUS CARDS KELLY ANBACH	133578	43.11	
	CHECK NO. 83931		234.96
SHERWIN WILLIAM			
53773 PAINT	05394	197.80	
	CHECK NO. 83932		197.80
SIKICH, LLP			
53835 ANNUAL AUDIT	120055	2000.00	
	CHECK NO. 83933		2000.00
SKOSA, RICHARD			
53733 CONT BD/721 S VINE	19521	500.00	
	CHECK NO. 83934		500.00
SIAS, SHERI			
53797 YOGA	1211680	360.00	
	CHECK NO. 83935		360.00
SOCCER MADE IN AMERICA			
53798 INSTRUCTION *REIMB EXP*	CA10031	4071.00	
	CHECK NO. 83936		4071.00
SOUTH SIDE CONTROL SUPPLY			
53693 WATER PUMP	328107	480.76	
53694 BOILER REPAIRS	328106	221.46	
	CHECK NO. 83937		702.22
SUBURBAN DOOR CHECK			
53757 CAM LOCK	63731	31.50	
53758 SOLENOID	63789	54.00	
	CHECK NO. 83938		85.50
SUBURBAN LABORATORIES, IN			
53840 TESTING	3365	200.00	
	CHECK NO. 83939		200.00
TERRY, ANNIE			
53727 STM WTR/417 S GRANT	18532	3025.00	
	CHECK NO. 83940		3025.00
THANOS, JOHN			

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
TEANOS, JOHN			
53735 CONT BD/41 S MONROE	19462	500.00	
	CHECK NO. 83941		500.00
THE HINSDALEAN			
53662 AD/AMENDMENT	14773/6/7/8/9	804.00	
53702 PEST	14773	75.00	
53804 FALL BROCHURE	8461	865.00	
	CHECK NO. 83942		1744.00
THERMOSYSTEMS, INC.			
53683 BLOWER	26511	329.24	
	CHECK NO. 83943		329.24
THOMPSON ELEVATOR INSPEC			
53692 ELEVATOR INSPECTIONS	103028	375.00	
	CHECK NO. 83944		375.00
TOSHIBA BUSINESS			
53841 QUARTERLY BILLING	7703609	1553.49	
	CHECK NO. 83945		1553.49
TPI BLDG CODE CONSULTANT			
53685 PLAN REVIEWS/INSPECTIONS	4632	3960.00	
	CHECK NO. 83946		3960.00
TRAFFIC CONTROL & PROTECT			
53785 SIGNS	67427	1767.12	
	CHECK NO. 83947		1767.12
TRAUSCHT, JAMES			
53726 SITE MNGE/434 S BRUNER	18544	3000.00	
	CHECK NO. 83948		3000.00
TRAUSCHT, JAMES			
53740 CONT BD/434 S BRUNER	18549	10000.00	
	CHECK NO. 83949		10000.00
TYMA, PAT			
53711 KLM REFUND	EN100801/19065	500.00	
	CHECK NO. 83950		500.00
UNITED POSTAL SERVICE			
53821 POSTAGE	3000-09/10	3000.00	
	CHECK NO. 83951		3000.00
UNITED RADIO COMMUNICATIO			

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
UNITED RADIO COMMUNICATIO			
53674 POLICE RADIOS	20152500	2999.00	
	CHECK NO. 83952		2999.00
UPS STORE #3276			
53811 UPS CHARGES	9578/9605	34.05	
	CHECK NO. 83953		34.05
US GAS			
53698 AIR SUPPLIES	159351	30.00	
	CHECK NO. 83954		30.00
VERIZON WIRELESS			
53746 POLICE MODEUMS	2451877371	645.15	
53747 POLICE MODEUM	2449693234	7.30	
	CHECK NO. 83955		652.45
W S DARLEY & CO			
53805 TOOLS	875866	134.00	
	CHECK NO. 83956		134.00
WELLS FARGO BANK, NA			
53768 INVT MGMT FEES	5890080	2535.01	
	CHECK NO. 83957		2535.01
WILLIAMS, DAN			
53786 WORK BOOTS	59029	79.99	
	CHECK NO. 83958		79.99
WOLF CAMERA			
53838 CARD READER	1485064100	14.99	
	CHECK NO. 83959		14.99
XEROX CORPORATION			
53776 LEASE	049993062	983.99	
	CHECK NO. 83960		983.99
ZIEBELL WATER SERVICE			
53689 WATER MAIN SUPPLIES	209628000	1645.67	
	CHECK NO. 83961		1645.67
DAVIS, DEBBIE			
53816 50/50 PROGRAM	27500	275.00	
	CHECK NO. 83962		275.00
AFLAC-FLEXONE			
53850 ALFAC OTHER	091710000000000	356.72	

PAYEE		INVOICE	CHECK
VOU. DESCRIPTION	VENDOR INVOICE	AMOUNT	AMOUNT
AFLAC-FLEXONE			
53851 AFLAC OTHER	091710000000000	310.78	
53852 AFLAC SLAC	091710000000000	271.20	
	CHECK NO. 83963		938.70
COLONIAL LIFE PROCCESING			
53843 COLONIAL S L A C	091710000000000	54.33	
53844 COLONIAL OTHER	091710000000000	27.63	
	CHECK NO. 83964		81.96
LSNB AS TRUSTEE FOR POST			
53853 PEHPPD	091710000000000	577.04	
53854 PEHP REGULAR	091710000000000	2280.26	
	CHECK NO. 83965		2857.30
NATIONWIDE RETIREMENT SOL			
53845 USCM/PEBSO	091710000000000	1630.00	
53846 USCM/PEBSO	091710000000000	50.00	
	CHECK NO. 83966		1680.00
STATE DISBURSEMENT UNIT			
53855 CHILD SUPPORT	091710000000000	1461.70	
	CHECK NO. 83967		1461.70
TRANE			
53856 SHIPPING CHARGE	4215946R1-1	14.00	
	CHECK NO. 83968		14.00
VILLAGE OF HINSDALE			
53847 MEDICAL REIMBURSEMENT	091710000000000	427.50	
53848 MEDICAL REIMBURSEMENT	091710000000000	611.86	
53849 DEP CARE REIMBURSEMENT	091710000000000	215.67	
	CHECK NO. 83969		1255.03
	GRAND TOTAL		451,327.28

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
Warrant Register # 1487

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Illinois Municipal Retirement Fund 9/10/2010	Employee/Employer Contributions	August 2010 Wages	78,618.07
Electronic Federal Tax Payment Systems 9/15/2010	Pension Payroll #9- Calendar Year 2010	9/10 Final FWH	18,677.34
Electronic Federal Tax Payment Systems 8/19/2010	Village Payroll # 17-Calendar 2010	FWH	39,078.41
Electronic Federal Tax Payment Systems 8/19/2010	Village Payroll # 17-Calendar 2010	FICA/MCARE	31,486.64
Illinois Department of Revenue 8/19/2010	Village Payroll # 17-Calendar 2010	State Tax Withholding	9,519.55
DuPage Credit Union 8/19/2010	Village Payroll # 17-Calendar 2010	Employee Withholding	5,310.19
ICMA - 457 Plans 8/19/2010	Village Payroll # 17-Calendar 2010	Employee Withholding	13,525.33
HSA Plan Contribution 8/19/2010	Village Payroll # 17-Calendar 2010	Employee Withholding	<u>1,610.41</u>
Total Bank Wire Transfers and ACH Payments			<u>197,825.94</u>
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			<u><u>770,848.94</u></u>