

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
January 18, 2011**

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, January 18, 2011 at 7:30 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, Laura LaPlaca, Cindy Williams (via telephone) and Doug Geoga

Absent: Trustees Bob Saigh and Bob Schultz

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

Also Present: Kathy Cichon – Patch.com, Pam Lannom – Hinsdalean, Don Grigus – Suburban Life and The Doings

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee LaPlaca moved to **approve the minutes of the Regularly Scheduled Meeting of January 4, 2010**. Trustee Angelo seconded the motion.

AYES: Trustees Angelo, LaPlaca, Williams, Geoga

NAYS: None

ABSTAIN: None

ABSENT: Trustees Saigh and Schultz

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

None.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Items Recommended by Environment & Public Services Committee

Item A: Award the Engineering Services for the Development of Bidding Documents and Construction Observation of the 2011 Road Resurfacing Project to SEC Group, Inc., and HR Green Company, in the amount not to exceed \$89,530.00

Item B: Approve the Payment of 20% of the Construction and Engineering Costs or no more than \$7,300 to Impacted Local Residents to Alleviate Flooding on Private Property Known as Localized Drainage Area #47 once the Village has Received and Approved the Construction and Engineering Invoices

President Cauley noted that Item A does not include next seasons Chestnut Street reconstruction project. Trustee LaPlaca moved to **approve the Consent Agenda, as presented.** Trustee Angelo seconded the motion.

AYES: Trustees Angelo, LaPlaca, Williams, Geoga

NAYS: None

ABSTAIN: None

ABSENT: Trustees Saigh and Schultz

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Angelo moved **Approval and Payment of the Accounts Payable for the Period of December 23, 2010 through January 7, 2011 in the aggregate amount of \$1,099,450.09 as set forth on the list provided by the Village**

Treasurer, of which a permanent copy is on file with the Village Clerk.
Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, LaPlaca, Williams, Geoga,

NAYS: None

ABSTAIN: None

ABSENT: Trustees Saigh and Schultz

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Trustee LaPlaca reminded residents that if anyone is interested in the citizen's advisory group for the Oak Street bridge project, contact Millage Manager Cook as he is compiling names.

ZONING AND PUBLIC SAFETY

No report.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

STAFF REPORTS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

President Cauley commented that he had spoken to a resident who is concerned about the use of salt vs. sand during snow events. Public Services Director George Franco explained that the Village has cut back on salt due to pricing, however, the use of sand

is very common. He also noted the mixture is also sprayed with calcium chloride, and depending on the event, the ratios are adjusted.

ADJOURNMENT

President Cauley stated there is no need for a Closed Session of the Village Board tonight. There being no further business before the Board of Trustees, Trustee Angelo **moved to adjourn the meeting of January 18, 2011.** Trustee LaPlaca seconded the motion.

AYES: Trustees Angelo, LaPlaca, Williams, Geoga

NAYS: None

ABSTAIN: None

ABSENT: Trustees Saigh and Schultz


Motion carried.

Meeting adjourned at 7:37 p.m.

ATTEST: _____
Christine M. Bruton, Deputy Village Clerk

MEMORANDUM

TO: Board of Trustees

FROM: David C. Cook, Village Manager 

DATE: February 9, 2011

RE: Appointment to Fire Pension Board


President Cauley would like to appoint Peter Sfikas to the Fire Pension Board to fill the unexpired term of Gerry Fink who recently resigned. His application is attached for the Board's information.

Should the Board concur with President Cauley's recommendation, the following motion would be appropriate:

Motion: Move to approve the appointment of Peter Sfikas to the Fire Pension Board to fill the unexpired term through April 30, 2011.

DATE: January 19, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION Zoning & Public Safety		ORIGINATING DEPARTMENT Police Department		
ITEM Ordinance to Declare Surplus and Sell Village Property.		APPROVAL Chief Bradley Bloom 		
<p>We have recently replaced the following equipment and are seeking that the below listed equipment be declared surplus by ordinance and that we be allowed to sell these items on public Internet auction site E-Bay.</p> <ol style="list-style-type: none">1. 2008 Ford Crown Victoria, 4 door sedan, black in color (Squad #832) – VIN# 2fahp71v68x125931 min bid \$500.2. 2007 Ford Crown Victoria, 4 door sedan, black and white in color (#846) – VIN# 2fahp71w67x139352 min bid \$500.3. Kustom Signal Digital Eyewitness NXT squad car video recording system (8 systems) min bid \$100 each. <p>Included for your approval is an ordinance for this surplus equipment to be sold on E-bay.</p> <p>Motion: A recommend that the Village Board approve an ordinance declaring property as surplus and approving the sale of the surplus property via the Internet website E-Bay by public auction.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: At its meeting on January 24, 2011, the ZPS committee unanimously voted to recommend approval of the above motion.				
BOARD ACTION:				

Village of Hinsdale
Ordinance No. _____

**An Ordinance Authorizing the Sale by Auction
of Personal Property Owned by the Village of Hinsdale**

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) open to public auction to be held on or after the week of May 24, 2010.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its sale.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) open to public auction, on or after Wednesday, February 2, 2011, to the highest bidder on said property.

Section Three: The Village Manager is hereby authorized and may direct E-Bay to advertise the sale of the aforementioned personal property in a newspaper published within the community before the date of said public auction.

Section Four: No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

Section Five: The Village Manager is hereby authorized and may direct E-Bay to facilitate an agreement for the sale of said personal property. E-Bay will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Six: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

Section Seven: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Village President

ATTEST:

Village Clerk

**EXHIBIT A
INVENTORY FORM***

Municipality: Hinsdale

Contact Person: Mark Wodka

Phone Number : (630) 789-7086

FAX Number: (630) 789-1631

YEAR	ITEM/MAKE	MODEL/STYLE	VIN NUMBER	MINIMUM BID
2008	Ford	Crown Victoria	2FAHP71V68X125931	\$500.00
2007	Ford	Crown Victoria	2FAHP71W67X139352	\$500.00
Quantity				
8	Kustom	Eyewitness Camera Systems		\$100 each

*This Inventory Form, the Response Form, and copies of titles must be returned to reserve space. Items are accepted on a first-come, first-served basis.

DATE: January 19, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION Zoning & Public Safety		ORIGINATING DEPARTMENT Police Department		
ITEM Intergovernmental Agreement to Participate in the DuPage County Public Safety Interoperable Communications System.		APPROVAL Chief Bradley Bloom <i>BA3</i>		
<p>The Police and Fire Departments are seeking to participate in the DuPage County public safety interoperable communications network. Currently, public safety first responders across DuPage County operate on a variety of disparate radio networks. The disparity in public safety radio networks results in a lack of interoperable communications. The 9-11 Commission found that the lack of sufficient interoperable radio communications hampered the response of emergency personnel to the events at the World Trade Center. As public safety moves forward we all recognize the need to share services and to collaborate not only in major disasters but locally in day to day incidents. Locally we have the same issue, for example if a Hinsdale police officer is on-foot pursuing a suspect into Oak Brook he is currently unable to communicate with Oak Brook officers. This is also true with State and County emergency providers.</p> <p>In response to these concerns the DuPage County Emergency Telephone Service Board (ETSB) using 9-1-1 telephone surcharge funds has contracted with the State of IL and Motorola to participate in the state-wide Starcomm 21 radio system. The Starcomm system is a public safety communications system that operates using 700 mhz encrypted radio frequencies.</p> <p>Police and Fire personnel have been heavily involved in vetting out the Starcomm 21 system for over 6 years and the consensus is that this is the best and most cost effective way to address interoperability. Not only will this provide interoperability in DuPage County it will also provide state-wide interoperability.</p> <p>We are requesting approval of an intergovernmental agreement between the Village, the ETSB and DuPage County. Under the terms of the agreement the ETSB will provide the radio equipment necessary to participate on the system valued at \$328,000 and pay for subscriber unit air-time and maintenance for a period of 7 years. Additionally, the ETSB will provide the necessary dispatch equipment to Southwest Central Dispatch at no cost to us. Following this 7 year period the ETSB may continue to underwrite the cost of this system depending upon the availability of funds. If funds are not available our cost to remain on the system is \$35 dollars per user per month or \$23,520 annually.</p> <p>Additionally, we have currently have budgeted \$20,000 for additional equipment (rack chargers, microphones, mobile radios). The ETSB has included this additional equipment with their order at a cost to us of \$17,920.76. It is unknown if the equipment will be delivered this budget year or next.</p> <p>The Village Attorney has reviewed and approved the Intergovernmental Agreement.</p> <p>Motion: To recommend approval by the Village Board of an Intergovernmental Agreement between the Village, DuPage ETSB and DuPage County to participate in the DuPage County Starcomm 21 radio system and to reimburse the ETSB for \$17,920 in additional radio equipment.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL <i>[Signature]</i>
COMMITTEE ACTION: At its meeting on January 24, 2011, the ZPS committee unanimously voted to recommend approval of the above motion.				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF HINSDALE

WHEREAS, the Village of Hinsdale ("Village") and the County of DuPage ("County") are units of local government as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended ("the Act"); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Act authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the County, its Emergency Telephone System Board (ETSB) and the Village believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the Emergency Telephone System (ETS) will be realized by providing an interoperable emergency radio dispatch system as set forth in the Intergovernmental Agreement Interoperable Emergency Dispatch Radio System ("Intergovernmental Agreement") attached hereto and made a part hereof; and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Intergovernmental Agreement.

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 Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Agreement Approved. The Intergovernmental Agreement attached hereto is approved in substantially the form attached.

Section 3. Execution of Intergovernmental Agreement. The Village President is authorized and directed to execute the Intergovernmental Agreement on behalf of the Village in substantially the form attached.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be in full force and effect 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

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**INTERGOVERNMENTAL AGREEMENT
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and the Village of Hinsdale (Village), a municipal corporation.

RECITALS

WHEREAS, the ETSB and the Village are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance;

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS, the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated one of its answering points to serve as a primary wireless 9-1-1 public safety answering point for its jurisdiction;

WHEREAS, the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1;

WHEREAS, the ETSB intends to provide a modern interoperable emergency radio dispatch system for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS, the ETSB wishes to establish the terms and conditions under which an interoperable emergency dispatch radio system will be made available to first responding agencies; and

WHEREAS, the Village desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to the system available to local public safety agencies; and

WHEREAS, the ETSB and the Village believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by providing an interoperable emergency radio dispatch system consisting of the following:

1. A radio network infrastructure that will consist of a build out of the existing four (4) STARCOM21 sites and an additional four (4) sites utilized by the ETSB to achieve 12db coverage with an overall goal of a 2% grade of service as determined by the *Acceptance Testing Plan*, interoperable emergency dispatch radio system for use by the members of the DuPage County ETS;
2. Certain radios ("subscriber units") necessary to receive emergency dispatch communications on the interoperable radio network infrastructure belonging to the County for the use of the Village's police department on the terms more fully described herein;
3. Certain radio consoles ("consoles") and/or control stations belonging to the County for the use of the Village's police department on the terms more fully described herein;
4. A regional logger solution for the purpose of recording radio transmissions made on the DuPage STARCOM21 System; and
5. All associated telephony connections required to complete interoperability.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and the Village or hereto hereby agree as follows:

Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) "County" means the County of DuPage, Illinois;
- (b) "DuPage STARCOM21 System" means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its emergency telephone system;
- (c) "Emergency telephone system" or "ETS" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1;
- (d) "ETSB" means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act;
- (e) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware;

- (f) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola;
- (g) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized 50 ILCS 751/17 *et. seq.*;
- (h) "Village" means the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to the Village such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, at its own expense and through the use of surcharge funds, shall provide to the Village the subscriber units, consoles, control stations, and other equipment for use with the DuPage STARCOM21 System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with the Village and reflects the appropriate allocation of equipment to the Village. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. The Village elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled "Agency Obligations." The Village agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The Village further agrees that any options which are integrated as part of the subscriber units, consoles, and control stations do not create an ownership interest in the equipment and that said subscriber units, consoles, control stations remain the sole property of the County unless the Village elects to pay the entire cost of such equipment.

Section 2.3 – Access to the DuPage STARCOM21 System. The County through its ETSB grants to the Village, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a for the primary purpose of facilitating its emergency response to calls to 9-1-1.

Section 2.4 – Assignment Prohibited. The Village shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DuPage STARCOM21 system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DuPage STARCOM21 System Equipment. All equipment purchased by the ETSB and allocated to the Village as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including radio system operators and first responding emergency personnel. The Village may also use said equipment for any other purpose related

to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of the Village to effectively respond to emergency calls to 9-1-1, including those calls initiated by wireless device. The Village shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event the Village fails to comply with the terms of the Agreement, the ETSB may request the return of any and all of the equipment made available to the Village pursuant to this Agreement and the Village shall promptly comply with the ETSB's request.

Part 3 – Control and Operation of Radio Systems

Section 3.1 – DuPage STARCOM21 System. The parties agree that the management and control of the DuPage STARCOM21 System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for the initial deployment as well as any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property. This status shall include all ETSB owned towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

Section 3.2 – Radio Frequencies. The ETSB shall provide the Village with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DuPage STARCOM21 System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. The ETSB shall have sole programming authority for recording loggers, subscriber units, consoles and control stations pursuant to maintenance and warranty agreements entered into by the ETSB for the DuPage STARCOM21 System during the term of this Agreement.

Section 3.4 – Access Limitations. The parties agree that the Village shall not add additional subscriber units to the DuPage STARCOM21 System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB. The ETSB may limit access to the DuPage STARCOM21 System to the number of subscriber units allocated to the Village as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually-determined grade of service.

Section 3.5 – Local Radio System. The parties agree that the Village shall retain ultimate authority and ownership over its existing radio equipment and system(s) as well as any new, added equipment which may in the future be made a part of the Village's radio system, other networks, or property. The parties further agree that any County-owned equipment which may be installed at the Village's existing

communication location or locations pursuant to this agreement shall remain the County's property and shall not be disturbed.

Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DuPage STARCOM21 Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the DuPage STARCOM21 System, the ETSB and its contractors shall (a) install consoles and control stations at the Public Safety Answering Points (PSAP), (b) deliver the equipment described in Section 2.2 and Section 2.2a and (c) install necessary telephony equipment for interoperability as designated by the STARCOM21 requirements. The ETSB shall not be responsible for the installation of any additional equipment. The Parties agree that this Agreement contemplates the ETSB's participation in the installation of only the necessary equipment described herein. Should the Village subsequently desire the participation of the ETSB in the installation of additional equipment such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DuPage STARCOM21 equipment for the Village's personnel responsible for the operation of such equipment as deemed necessary by the ETSB.

Section 4.3 – Performance. The ETSB shall make available to the Village such system coverage and performance as provided in the purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Village. The ETSB retains the authority to increase channel capacity at the request of the Village which may, at the ETSB's option may be at the Village's expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with the core operations of the DuPage STARCOM21 System, which shall include the initial purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment: consoles, control stations, subscriber units, telephony, network and backhaul.

Section 4.5 – Payment of Maintenance Costs.

- (a) The ETSB shall be responsible for the maintenance costs for the DuPage STARCOM21 System expenses that are directly billed to the ETSB by the providers of such maintenance services. Annual maintenance for the ETSB allocated recording loggers, subscriber units, consoles and control stations shall be covered by the ETSB for a period of seven (7) years from the implementation of the DuPage STARCOM21 System including any warranty periods;
- (b) After the seven (7) year period, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units, consoles and control stations. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the County may, in its discretion, transfer those assets to the Village in accordance with the provisions of Section 6.7. The ETSB will continue to manage and maintain the regional logger and telephone and utility costs as part of the ETS.

Section 4.6 – Payment of Telephone and Utility Costs. The ETSB shall be responsible for telephone and utility costs, unless as otherwise defined within this document, and expenses associated with the DuPage STARCOM21 System. The ETSB shall not be responsible for the cost of electricity.

Section 4.7 – Duty to Contract with Motorola for Use of Radio System Network. The ETSB shall enter into a user agreement with Motorola on behalf of the Village for a period of seven (7) years to permit the use of the equipment described in Attachment A to operate on the DuPage STARCOM21 System. The price for this contract shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond November 30, 2011. A cost projection is provided in Attachment C. The ETSB agrees to assume the costs of the user agreement for an initial period of seven (7) years after which, the Village, shall if required by the ETSB, be responsible for the ongoing costs associated with the user agreement attributable to the Village. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to the Village as set forth in Section 2.2

Part 5 – Responsibilities of the Village

Section 5.1 – Reimbursements to the ETSB. The Village shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the request of and for the benefit of the Village which may include, but are not limited to, the following:

- (a) Per unit maintenance costs associated with equipment owned by the Village which are billed directly as a per unit cost;
- (b) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Village;
- (c) Installation or re-installation costs of mobile equipment;
- (d) Installation or re-installation costs of equipment owned by the Village which requires permanent installation; or
- (e) Special equipment, service, or connections for which only the Village directly benefits.

Section 5.2 – Use of Equipment. The Village shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. The Village shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ETSB. For security purposes, the Village shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to the Village in accordance with Section 2.2 of this Agreement, after the conclusion of the fifth (5th) year of the seven (7) year user agreement between the ETSB and Motorola as described in Section 4.7, the

ETSB may require reimbursement from the Village for all or part of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify the Village in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to the Village pursuant to Section 2.2a, the Village shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, the Village shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery and installation of consoles, control stations, loggers, the subscriber units, and other equipment for the training of the Village's personnel and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. The Village further agrees to:

- (a) provide power at the PSAP location to support new equipment as defined by Motorola specifications;
- (b) provide electrical work, including, but not limited to, new circuits, outlets, grounding, and wiring required to add new equipment as defined by Motorola specifications;
- (c) allow new equipment on existing racks and that the racks will be able to accommodate the new equipment or provide racks for such a purpose as defined by Motorola specifications; and
- (d) provide adequate HVAC for the best operation of the new equipment as defined by Motorola specifications.

Section 5.6 – Frequency Givebacks. The Village acknowledges that the Federal Communications Commission (FCC) and its regional planning committees (RPC) have adopted certain rules governing use of the 700MHz radio spectrum in RPC Region 54, which includes the ETS service area. These rules provide that existing wide band spectrum allocations be returned to the available frequency pool no later than two years after the decommissioning legacy equipment and transition to the new 700MHz system as a condition of access to the 700MHz spectrum. The Village agrees to relinquish its rights to use the frequencies listed on Attachment D and return them to Association of Public-Safety Communications Officials (APCO) available frequency pool in accordance with the rules promulgated by the FCC and RPC Region 54 as a condition of participating in this Agreement.

Section 5.7 – Risk of Loss, Insurance. Upon the delivery and installation of the County-owned equipment to the Village, the Village shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance.

Section 5.8 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DuPage STARCOM21 system in the manner contemplated by this agreement, it may require the Village to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to the Village pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to the Village as full consideration of its assumption of costs.

Section 5.9 – Subsequent Purchase of Equipment. The parties agree that should the Village desire to purchase additional equipment for use on the DuPage STARCOM21 System after its execution of this agreement, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DuPage STARCOM21 System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. The Agreement shall continue thereafter for a period of seven (7) years or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the initial seven (7) year term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, the Village shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to Section 2.6 for the reasons provided by that Section, for a return of any and all of the equipment allocated to the Village shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by the Village as set forth in Section 6.2, (1) the Village's right to use the DuPage STARCOM21 System shall cease; (2) the Village's obligation to reimburse the ETSB for any costs as provided in this Agreement shall remain in full force and effect; and (3) the Village shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to the Village have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Public Safety Interoperable Communication (PSIC) Grant Funds. In the event of termination of this Agreement the parties agree that the Village shall not be required to reimburse the ETSB for any funds expended from the PSIC grant to the extent of the grant portion attributable to the Village.

Section 6.6 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, the Village enters into an intergovernmental agreement with an intergovernmental agency which participates in the DuPage STARCOM21 System, this Agreement between the Village and the County shall terminate and further use of the DuPage STARCOM21 System by the Village shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.7 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DuPage STARCOM21 system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to the

Village and the Village agrees to be liable for any costs associated with the DuPage STARCOM21 system attributable to the Village including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ESTB, or the Village, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Attention: DuPage County
c/o Emergency Telephone System Board
421 County Farm Road
Wheaton, IL 60187

If to the Village, to:

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

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the County on behalf of the ETSB and the Village with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Village and the County with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and the Village shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed as set forth herein, against the County.

Section 7.5 – Representations. Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the DuPage STARCOM21 System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DuPage STARCOM21 System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:

VILLAGE OF HINSDALE:

Daniel Cronin
County Board Chairman

Thomas K. Cauley, Jr.,
Village President

Date: _____

Date: _____

APPROVED AS TO FORM:

Richard J. Veenstra
Deputy Chief Assistant State's Attorney
DuPage County State's Attorney's Office

Attachment Listing

Attachment A – Equipment List

Attachment B – Omitted

Attachment C – Cost Projections

Attachment D – Frequency Givebacks

Attachment A

Hinsdale FD

ETSB Member

Report Generated: 12/03/2010

Funding, Radio-Core-Package	Quantity	Unit Value	Available Funding
PSIC-Provided Radios	6	\$ 5,873.00	\$ 35,238.00
ETSB-Provided Radios	22	\$ 5,873.00	\$ 129,206.00
Total Available Radio-Core-Package Funding	28		\$ 164,444.00

AGENCY EQUIPMENT & COST OBLIGATION SUMMARY

Category	Quantity	Equipment Value	Agency Obligation	Notes
Portable Radios	26	\$ 152,698.00		APX7000 maintenance cost is estimated to be \$62.26 per radio, per year after Year 4
Mobile Radios	2	\$ 12,312.00		APX7500 maintenance cost is estimated to be \$95.20 per radio per, year after Year 4
Total Radios	28	\$ 165,010.00	\$ 566.00	Extra Mobile Radio Cost;
Batteries	52	\$ 5,023.20	\$ -	
Chargers (16 Chargers Yielding 26 Charging Positions)	16	\$ 2,294.94	\$ -	
Cases & Straps (26 Cases & 0 Straps)	26	\$ 1,201.98	\$ -	
Microphones & Antennas (26 RSMs,0 PSMs,0 PSM Antennas)	26	\$ 1,919.58	\$ -	
Intrinsically-Safe Option	0	\$ -	\$ -	
Enable Internal GPS Operation	0	\$ -	\$ -	
Adjustment 1				
Adjustment 2				
Adjustment 3				
TOTAL AGENCY OBLIGATION			\$ 566.00	===== >>>

\$ 566.00

Attachment A

Hinsdale PD

ETSB Member

Report Generated: 12/03/2010

Funding, Radio-Core-Package	Quantity	Unit Value	Available Funding
PSIC-Provided Radios	6	\$ 5,873.00	\$ 35,238.00
ETSB-Provided Radios	22	\$ 5,873.00	\$ 129,206.00
Total Available Radio-Core-Package Funding	28		\$ 164,444.00

AGENCY EQUIPMENT & COST OBLIGATION SUMMARY

Category	Quantity	Equipment Value	Agency Obligation	Notes
Portable Radios	28	\$ 164,444.00		APX7000 maintenance cost is estimated to be \$62.26 per radio, per year after Year 4
Mobile Radios	3	\$ 14,529.90		APX7500 maintenance cost is estimated to be \$95.20 per radio per, year after Year 4
Total Radios	31	\$ 178,973.90	\$ 14,529.90	Additional Radios
Batteries	56	\$ 5,409.60	\$ -	
Chargers (18 Chargers Yielding 33 Charging Positions)	18	\$ 3,839.16	\$ 1,345.50	5 Extra Charging Positions; Vehicle Chargers
Cases & Straps (28 Cases & 0 Straps)	28	\$ 1,084.68	\$ -	
Microphones & Antennas (28 RSMs,0 PSMs,0 PSM Antennas)	28	\$ 3,546.60	\$ 1,479.36	8 RSM w/Channel Selector, Volume Control
Intrinsically-Safe Option	0	\$ -	\$ -	
Enable Internal GPS Operation	0	\$ -	\$ -	
Adjustment 1				
Adjustment 2				
Adjustment 3				
TOTAL AGENCY OBLIGATION			\$ 17,354.76	\$ 17,354.76

ATTACHMENT B – FIRE PAGING SOLUTION

The DuPage ETSB has developed a grant program to address the paging and toning needs of the fire service and to assist PSAP's and fire agencies in compliance with the FCC January 1, 2013 mandate to narrowband. The DuPage ETSB offers this one time reimbursement grant for agencies who execute this intergovernmental agreement for the Interoperable Emergency Dispatch Radio System. The Fire Paging solution is a cost effective method to deliver paging and toning services to fire agencies. The solution is modeled on building a new VHF radio infrastructure that will be interconnected to the STARCOM21 system.

The DuPage ETSB grant is based on one-time reimbursement of equipment purchased by either the PSAP or fire agencies. It does not include any operational cost including phone lines and maintenance. Additional equipment may be required to interconnect the VHF infrastructure into STARCOM21 and is listed in the additional project costs, below.

The pricing model was based on DU-COMM's Fire NORTH radio project which is the model for the proposed system. The DuPage ETSB will review and approve reimbursement of the equipment costs on an agency or PSAP basis. Agencies that operate on shared systems are encouraged to work together and enter into their own agreements regarding any operational costs, maintenance, and installation of the equipment.

The DuPage ETSB has budgeted funds based on the projection below. Only actual costs will be reimbursed and the grantee will have to provide detailed receipts. The DuPage ETSB reserves the right to adjust grants based on the final needs of each zone. The total value of the grant will not exceed 1.5 million dollars.

Fire Paging Equipment and Installation Cost Projection Summary

Zone	Projected Costs	PSAP and or Fire Agencies
North	\$231,600	DU-COMM, Bloomingdale FPD
East	\$241,700	DU-COMM
South	\$241,700	DU-COMM
West	\$286,700	DU-COMM, Itasca FPD, Wood Dale FPD
PLVW	NA	Pleasantview FPD
South Central (635)	\$392,710	Clarendon Hills FD, Hinsdale FD, Oak Brook FD, Westmont FD, Tri-State Fire
Downers Grove	NA	Equipment is in compliance
Additional Project costs	\$100,000	Interconnection, coordination and spare
Total Cost	\$1,494,410	Funds available for total grant

Participating agencies agree to a one time grant and that they will submit for reimbursement by September 30, 2011. Agencies that fail to request reimbursement by September 30, 2011 will not be eligible for reimbursement. ETSB acknowledges that due to the time line in place purchase and installation may not be possible by the above date. An agency must request and have ETSB approval for extension by August 1, 2011.

3290 Subscribers 4 Year View with 5 Payments									
	2010	2011	2012	2013	2014	2015	2016	2017	
Annual Lease 2.87%	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93	\$ 5,334,657.93				\$ 26,673,289.65
STARCOM Air-time (3290)	\$ -	Included	Included	Included	\$ 1,416,812.00	\$ 1,416,812.00	\$ 1,416,812.00	\$ 1,416,812.00	
NICE AIS, I.P. Logger, Infor		Warranty	\$ 150,420.00	\$ 156,732.00	\$ 160,144.00	\$ 163,659.00	\$ 167,279.00	\$ 171,007.00	
MCC7500 Consoles		Warranty	\$ 210,694.00	\$ 215,386.00	\$ 220,223.00	\$ 227,779.00	\$ 232,999.00	\$ 238,380.00	
Control Stations		Warranty	\$ 24,849.15	\$ 25,617.68	\$ 26,409.98	\$ 27,226.79	\$ 28,068.85	\$ 28,936.96	
Subscribers	\$ -	Warranty	Warranty	Warranty	Warranty	\$ 236,880.00	\$ 236,880.00	\$ 236,880.00	
PSIC Order for 585 subs		\$ 3,407,853.00							
Grand total for 3290	\$ 5,434,226.81	\$ 8,742,510.93	\$ 5,720,621.08	\$ 5,732,393.61	\$ 7,158,246.91	\$ 2,072,356.79	\$ 2,082,038.85	\$ 2,092,015.96	\$ 39,034,410.95



November 30th, 2010

MEMO TO: Linda Zerwin / DuPage ETSB
FROM: Pat Hughes
Re: STARCOM21 Contract Negotiations

Dear Mrs. Zerwin,

This memo is in regards to the current STARCOM21 State contract that expires October 30th, 2011 reflecting the equipment discount and monthly airtime rate. The current rates are \$30.00 per month for local, \$35.00 per month for county user, and \$53.00 per month for a state-wide user. These rates were used for the three year pre-paid incentive that Motorola has offered to DuPage County for purchase and shipment of radios in 2010.

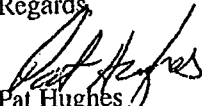
Negotiations for a new STARCOM contract have not formally begun as we are waiting for CMS to approve the process to move forward with a new contract. We hope to begin these discussions in early January 2011.

After the three year pre-paid airtime I have use the below projected airtime:

- \$39.00/month local user
- \$44.00/month county user
- \$0.00/month for spare subscriber
- \$20,000.00/year for Jail only radios

Motorola would welcome your input during these negotiations and will keep you updated as we get closer to a final STARCOM State contract.

Regards,


Pat Hughes
Motorola Inc.
(847) 514-7128

<u>Agency Licensee</u>	<u>Call Sign</u>	<u>Frequency</u>	<u>Use</u>	<u>Potential</u>		<u>N/A</u>	<u>Giveback</u>	<u>Reason to Keep</u>
				<u>Giveback</u>	<u>Keep</u>			
Addison, Village of	KEL343	155.100	Public Works	X				
	WPLV779	159.630	Public Works	X				
Addison FPD	N/A					X		
Addison PD	WNCR651	155.010	Dispatch				X	
	WNCR651	154.890	Dispatch				X	
Bartlett FPD	N/A					X		
Bartlett PD	KTD767	155.670	Car to Car	X				
Bensenville, Village of	KDX538	158.160	Public Works	X				
Bensenville FPD	N/A					X		
Bensenville PD	KKN849	471/473.2125	Dispatch	X				
Bloomingtondale, Village of	WNIA307	155.085	Public Works	X				
Bloomingtondale FPD	KVU455	154.175	Dispatch		X			Fire paging & backup
	KVU455	154.310	Dispatch		X			Fire paging & backup
Bloomingtondale PD	KNHK837	858/813.2125	Dispatch		X			Interagency/future data
	KDG325	155.520	Car to Car	X				
Carol Stream, Village of	KZZ435	154.1145	Public Works	X				
Carol Stream FPD	N/A					X		
Carol Stream PD	N/A	None				X		
Clarendon Hills, Village	KTK767	155.835	Public Works	X				
Clarendon Hills FD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
Clarendon Hills PD	WIK704	476/479.7375	SWCD Net 9		X			UHF Interagency
College of DuPage PD	KLA524	453/458.900	Com 1		X			Future Call Boxes
	WNKR05	453/458.600	Com 2		X			Future Call Boxes
Darien-Woodridge FPD	KDJ551	154.25	Dispatch		X			Fire paging & backup
Darien, City of	KSK343	453.450	Public Works	X				
Darien, City of	KSK343	453.800	Public Works	X				
Darien PD	KSA850	470/473.5125	Dispatch	X				
Downers Grove Village	KAW888	453/458.050	Public Works	X				
Downers Grove FD	WQAE907	155.7075/153.825	Dispatch		X			Fire paging & backup
Downers Grove PD	KSA850	470/473.5125	Dispatch	X				

2 of 6

<u>Agency Licensee</u>	<u>Call Sign</u>	<u>Frequency</u>	<u>Use</u>	<u>Potential</u>		<u>N/A</u>	<u>Giveback</u>	<u>Reason to Keep</u>
				<u>Giveback</u>	<u>Keep</u>			
DU-COMM	WPNU382	151.385/153.685	Fire South		X			Fire paging & backup
	WPWG466	220/221.8025	FS alerting E		X			Fire station alerting
	WPWG466	220/221/.8175	FS alerting N		X			Fire station alerting
	WPWG466	220/221.8475	FS alerting W		X			Fire station alerting
	WPWG466	220/221.9025	FS alerting S		X			Fire station alerting
	WPWG466	220/221.9125	FS alerting		X			Fire station alerting
	WNKE235	857/812.9875	DATA		X			Future data
	WNKE235	859/814.4875	DATA		X			Future data
DuPage Forest Preserve PD	KNED362	31.780	N/A				X	
	KNED362	31.820	N/A				X	
	KNED362	31.860	N/A				X	
	KNED362	151.325/159.435	Intra agency		X			Intra agency
	KNED362	159.420	Intra agency		X			Intra agency
	KNED362	151.250	Local	X				
DuPage OEM	KZF591	154.965	Main		X			OEM Coordination
	KNIW808	37.940	DCERN		X			PSAP Communications
	WNQF709	155.025	Weather Alerts		X			Weather Alerts
	KSA436	154.770	EMTAC1	X				
	WNXS677	155.235	EMTAC2	X				
	KZA229	155.430	EMTAC3	X				
	KZA229	155.010	Local	X				
DuPage Sheriff	KBJ863	857/812.3625	Dispatch		X			Interagency/future data
	KNBG939	854/809.9625	Dispatch		X			Interagency/future data
	WNRB606	856/811.2125	Courts		X			Courts
	WNRB606	859/814.7875	Jail		X			Jail
	KSA436	156.150	Tac	X				
	KSA436	158.790	DIRS VHF		X			Interop Patch
DuPage County of	WPSQ978	453/458.850	Juvenile Detent	X				
	KNGD612	37.960	Highway	X				
	KNGD612	39.980	Highway	X				
	WQBK702	453/458.2875	Health Dept	X				
Elmhurst, City of	KSI453	154.040	Public Works	X				

<u>Agency Licensee</u>	<u>Call Sign</u>	<u>Frequency</u>	<u>Use</u>	<u>Potential</u>		<u>N/A</u>	<u>Giveback</u>	<u>Reason to Keep</u>
				<u>Giveback</u>	<u>Keep</u>			
Elmhurst FD	N/A					X		
Elmhurst PD	N/A	None				X		
Glen Ellyn Village of	WNNL724	159.105/160.065	Public Works	X				
Glen Ellyn Fire Co	N/A	None				X		
Glen Ellyn PD	KSA904	470/473.6875	Base	X				
	KSA904	471/474.1375	Base	X				
	WBY393	473.6875	Control Station	X				
	WBY393	474.0125	Control Station		X			UHF Interagency
	KCV383	155.100	Car to Car	X				
Glenside FPD	N/A					X		
Glendale Heights Village	KNIN328	155.145	Public Works	X				
Glendale Heights PD	WNQU865	858/813.2125	Dispatch		X			Interagency/future data
	KEP641	154.890	Car to Car	X				
	KEP641	155.010	Car to Car	X				
Hanover Park, City of	KLK463	155.895	Public Works	X				
Hanover Park FD	N/A					X		
Hanover Park PD	KNJG559	152.520	Car to Car	X				
Hinsdale FD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
	WPEY973	155.895/155.685	Local	X				
Hinsdale PD	KSA668	154.725	Local	X				
	WIK704	476/479.7375	SWCD Net 9		X			UHF Interagency
	WPEY973	155.895	L17 Base	X				
	WPEY973	156.015	Input 154.725	X				
	KBV882	154.085	L16 Tac	X				
	WPEY973	155.685	L17 mobile	X				
Itasca, City of	KNES303	155.805	Public Works	X				
Itasca FPD	KDP357	154.31	Dispatch		X			Fire paging & backup
Itasca PD	WQDV865	471/474.1875	Dispatch	X				
Lisle-Woodridge FPD	N/A					X		
Lisle, Village of	KNIF963	156.1950	Public Works	X				
Lisle PD	WPQG455	472/475.8875	Dispatch	X				
Lombard, City of	WNUJ407	155.100	Public Works	X				

<u>Agency Licensee</u>	<u>Call Sign</u>	<u>Frequency</u>	<u>Use</u>	<u>Potential</u>		<u>N/A</u>	<u>Giveback</u>	<u>Reason to Keep</u>
				<u>Giveback</u>	<u>Keep</u>			
Lombard FD	N/A					X		
Lombard PD	WIJ440	476/479.7125	Tac CH7	X				
Oak Brook FD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
Oak Brook PD	KCL501	154.725	Dispatch	X				
	KSS828	155.805	Tac		X			Special Tac detail
	WPLH456	156.015	Dispatch	X				
	WPLH456	158.730	Tac	X				
Oak Brook Terrace, City	KGL362	154.115/159.075	Public Works	X				
Oak Brook Terrace FPD	N/A					X		
Oak Brook Terrace PD	WII608	472/475.8125	Tac	X				
PleasantView FPD	KYQ963	154.250	Dispatch		X			Fire paging & backup
Roselle, Village of	KRV360	155.715	Public Works	X				
Roselle FD	KSI294	154.310	Dispatch		X			Fire paging & backup
Roselle PD	KAY934	471/474.1875	Dispatch	X				
	KAY934	477/480.60	Tac	X				
	WPWF432	155.520	Tac	X				
	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
	KSD739	154.325	Tac	X				
Villa Park, Village of	WNVD902	154.040	Public Works	X				
Villa Park FD	N/A					X		
Villa Park PD	N/A	None				X		
Warrenville FPD	N/A					X		
Warrenville PD	WPWX243	154.0025	Car to Car	X				
West Chicago, City of	KDG299	155.88/159.015	Public Works	X				
West Chicago FPD	N/A	None				X		
West Chicago PD	KSE459	155.010	Car to Car	X				
	KSE459	154.890	Car to Car	X				
Westmont FD	WNMG301	153.635/150.805	Dispatch		X			Fire paging & backup
Westmont PD	KBJ838	154.725	Dispatch		X			special events
	KA7241	154.815	Fiat 2		X			Fiat task force
	KBJ838	155.685	Tac	X				
	KRX374	158.745	Tac 2		X			Tac

<u>Agency Licensee</u>	<u>Call Sign</u>	<u>Frequency</u>	<u>Use</u>	<u>Potential</u>		<u>N/A</u>	<u>Giveback</u>	<u>Reason to Keep</u>
				<u>Giveback</u>	<u>Keep</u>			
Westmont PD	KRX374	155.145	Tac 1 /Public Works	X				
	WNN0865	855.6375/810.6375	DIRS 800		X			Interop Patch
Wheaton FD	N/A					X		
Wheaton PD	KSA921	155.565					X	
	KSA921	154.890					X	
Willowbrook PD	WIK704	476/479.7375	SWCD Net 9		X			UHF Interagency
	WQLC220	472/475.1250	WBPD P 2 P	X				
Winfield, Village of	KNP547	154.040	Public Works	X				
Winfield FPD	N/A					X		
Winfield PD	N/A	None				X		
Wood Dale, City of	WPCY401	46.580	Public Works	X				
Wood Dale FPD	WQBA531	154.310	Dispatch		X			Fire paging & backup
Wood Dale PD	WIG734	471/474.2125	Dispatch	X				
Woodridge, City of	KNHT574	155.040	Public Works	X				
Woodridge PD	WNCD989	856/811.4625	Dispatch		X			Interagency/future data
	WNCD989	857/812.4625	Dispatch		X			Interagency/future data
	KNIC529	154.725	local	X				
York Center FPD	N/A					X		

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-03-2010 - Applicant: Unitarian Church of Hinsdale - Location: 11-17 Maple Street: Site Plan/Exterior Appearance Approval for the construction of a new landscape feature in the corner side yard	APPROVAL

REQUEST

The Applicant, Unitarian Church of Hinsdale, has submitted an application for Exterior Appearance/Site Plan Review to allow for the construction of a of a new landscape feature in the corner side yard of the Unitarian Church located at 11 W. Maple Street.

On June 9, 2010, the applicant appeared before the Plan Commission for a Special Use Permit to allow for a Planned Development (which included one new setback waiver in addition to the several waivers requested for existing conditions), as well as Site Plan/Exterior Appearance approval to build a landscape feature in the front yard along Maple Street at the Unitarian Church. After a brief presentation by Zoning Board Chairman, Bill Haarlow, and subsequent discussions amongst the Plan Commission members, the Commission decided to separate the Planned Development request from the Exterior Appearance/Site Plan Review request in an effort to allow the proposed landscape feature to move forward for necessary approvals, while the applicant requested a variation for the necessary setback relief from the Zoning Board of Appeals, which was recommended as the appropriate course of action by Mr. Haarlow. The Plan Commission forwarded on the request for Exterior Appearance/Site Plan Review with a unanimous recommendation and left the public hearing open for the Planned Development request until the applicant determined what direction they wanted to proceed as the representative from Unitarian Church had identified the need to discuss the options with the Church Board and Members before moving forward.

The applicant appeared before the Plan Commission again on July 14, 2010 with the intent of pursuing the Planned Development process. After hearing additional testimony and deliberating, the Plan Commission voted unanimously to *deny* the requested Planned Development indicating that while they generally felt the proposed landscape feature would be a positive addition to the church, they did not feel the request satisfied the intent of a Planned Development and didn't meet the definition of a Planned Development pursuant to Section 12-206 of the Village Code. On August 18th, prior to appearing in front of the ZPS, the applicant submitted a letter to the Village requesting the withdrawal of the Planned Development. While staff had erroneously indicated in the memo that the withdrawal included Exterior Appearance and Site Plan review, it was never the applicant's intent to withdraw this portion of the approval as they were intending on pursuing a zoning variation which would still require the Exterior Appearance/Site Plan approval. As such the applicant is now requesting Exterior Appearance/Site Plan Review approval subject to the approval of a setback variation for the proposed landscape feature. The applicant has made application and is currently pursuing the variation request. Should the ZPS recommend approval of the requested landscape feature, the applicant would be required to secure the requested zoning variation prior to appearing before the Board of Trustees for final approval.

At the June 9th, 2010 Plan Commission meeting the commission reviewed the application submitted by the Unitarian Church of Hinsdale and recommended, on a 5-0 vote (4 absent), the approval of the request for Site Plan/Exterior Appearance Approval for a new landscape feature.




At the November 17th, 2010 Zoning Board of Appeals meeting the commission reviewed the application submitted by the Unitarian Church of Hinsdale and recommended, on a 5-0 vote (2 absent), the approval of the requested Variation for the new landscape feature

Review Criteria

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

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

MOTION: Move that the Board of Trustees approve an “Ordinance Approving Site Plans and Exterior Appearance Plans for a Landscape Feature at the Unitarian Church of Hinsdale at 11-17 W. Maple Street”.

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On September 20, 2010, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

RE: 11-17 Maple Street – Unitarian Church - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: June 9, 2010

DATE OF ZONING AND PUBLIC SAFETY REVIEW: September 20, 2010

FINDINGS AND RECOMMENDATION


I. FINDINGS

1. The Unitarian Church, (the “Applicant”) submitted an application to the Village of Hinsdale for the property located at 11-17 Maple Street (the “Subject Property”).
2. The Subject Property is zoned in the IB Institutional Buildings District and improved with multiple buildings for the purpose of operating a religious facility.
3. The applicant is proposing a landscape feature to be located in the front yard of the Unitarian Church at 11 W. Maple.
4. The Plan Commission heard testimony from the audience in which a resident identified his concern that he felt the request for the Planned Development was unnecessary and the applicant’s appropriate course of action should be to seek a variation from the Zoning Board of Appeals for the requested waiver.
5. Based on the resident’s comments and discussion amongst the Plan Commission, it was suggested that the request for the Planned Development be separated from the request for Exterior Appearance/Site Plan Review to allow the landscape feature to proceed for the necessary approvals.
6. At this point the Commission requested that the applicant consider pursuing the variation request and indicated that the public hearing for the Planned Development would be left open until the applicant had decided which process to pursue.
7. The Plan Commission finds that the application for the proposed landscape feature 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, for the proposed landscape feature, complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.

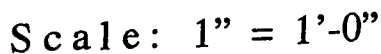
II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of 5 "Ayes," and 0 "Nays," recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance and site plans for a new landscape feature at 11-17 Maple Street.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 14th day of July, 2010.



scale: 1" = 1'-0"

NOTE:
ALL STONE WILL HAVE BEEN PRE-
PURCHASED AND DELIVERED TO SITE.

The diagram illustrates a cross-section of a stone wall foundation. At the top, there is a coping layer labeled "1.5\" TO 2\" THICK FLAGSTONE COPING W/ FIBERGLASS FINES-REINFORCED MORTAR; PREPURCHASED STONE WILL HAVE BEEN SELECTED FOR STONES AS LARGE AS POSSIBLE". Below the coping is a "CUT DRYWALL FLAGSTONE WALL (2\" TO 4\" THICKNESS RANGE) W/ FIBERGLASS FINES-REINFORCED MORTAR. PORTIONS OF WALL HIDDEN BY SOIL TO BE RELATIVELY RUDIMENTARILY BUILT TO EXPEDITE CONSTRUCTION; HOWEVER, ALL MORTAR JOINTS (HIDDEN OR NOT) ARE TO BE TOOLED TO HELP REPEL WATER." The wall sits on a "FIBERGLASS FINES-REINFORCED CONCRETE BEAM". A horizontal rebar is shown at the top of the beam, labeled "TOP OF REBAR BENT, 18\" TO 24\" HORIZONTAL #5 BAR (TYP.)". The beam is supported by a "FIBERGLASS FINES-REINFORCED CONCRETE PIER; WIDER AT BOTTOM THAN TOP; SEE PLAN FOR DISTRIBUTION OF PIERS". Vertical reinforcement is provided by "VERTICAL #5 BAR"s. Dimensions include a total height of "3'-6\"", a base width of "~ 1'-0\"", and a coping thickness of "1'-4\"". Slopes are indicated as "VERY GENTLE CROSS SLOPE" and "EDGE OF COPING SAWCUT & FLAMED (TYP.)". Ground levels are marked as "EXISTING GRADE OUTSIDE CIRCLE, VARIES" and "FINISH GRADE INSIDE CIRCLE, VARIES".

1.5" TO 2" THICK FLAGSTONE
COPING W/ FIBERGLASS
FINES-REINFORCED MORTAR;
PREPURCHASED STONE WILL
HAVE BEEN SELECTED FOR
STONES AS LARGE AS POSSIBLE

TOP OF COPING AT INSIDE OF
CIRCLE: 22 INCHES ABOVE
BENCHMARK

CUT DRYWALL FLAGSTONE WALL (2" TO 4"
THICKNESS RANGE) W/ FIBERGLASS
FINES-REINFORCED MORTAR. PORTIONS
OF WALL HIDDEN BY SOIL TO BE
RELATIVELY RUDIMENTARILY BUILT TO
EXPEDITE CONSTRUCTION; HOWEVER, ALL
MORTAR JOINTS (HIDDEN OR NOT) ARE TO
BE TOOLED TO HELP REPEL WATER.

TOP OF BEAM SAME HEIGHT AS
BENCHMARK

TOP OF REBAR BENT,
18" TO 24" HORIZONTAL
#5 BAR (TYP.)

FIBERGLASS
FINES-REINFORCED
CONCRETE BEAM

EXISTING SUBGRADE

VERTICAL #5 BAR

FIBERGLASS FINES-REINFORCED
CONCRETE PIER; WIDER AT
BOTTOM THAN TOP; SEE PLAN
FOR DISTRIBUTION OF PIERS

EXISTING SUBGRADE

VERY GENTLE CROSS SLOPE

EDGE OF COPING SAWCUT & FLAMED (TYP.)

1" TO 2" OVERHANG (TYP.)

EXISTING GRADE
OUTSIDE
CIRCLE,
VARIES

FINISH
GRADE
INSIDE
CIRCLE,
VARIES

1'-4"

8"

3'-6"

~ 1'-0"

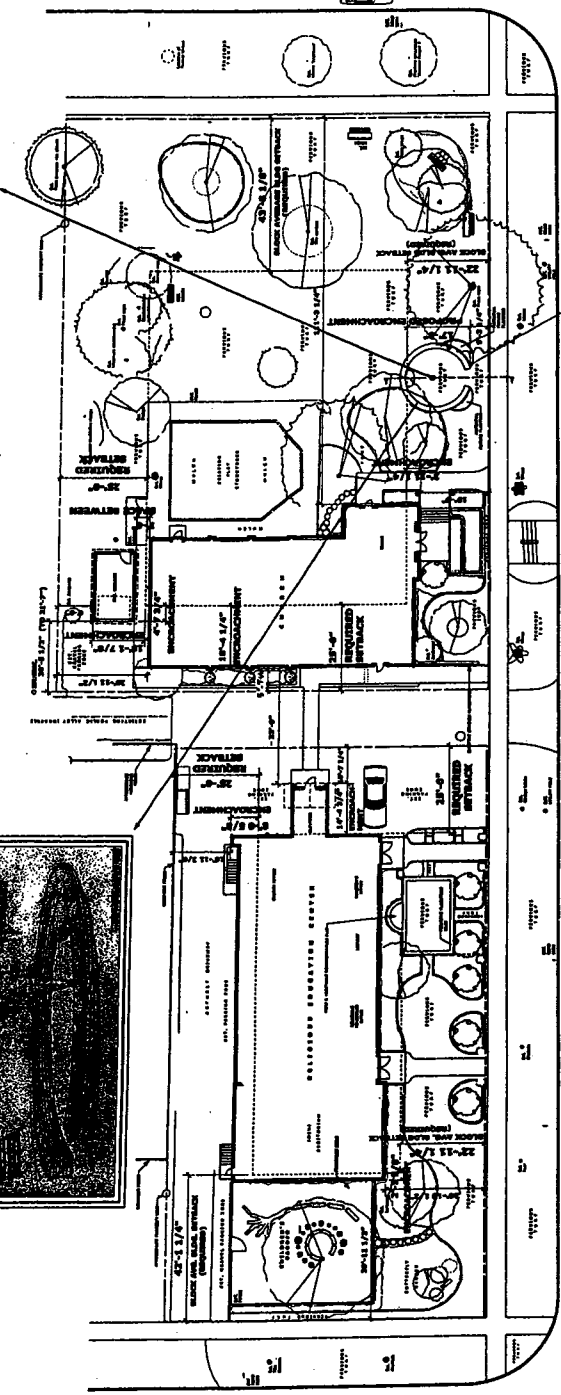
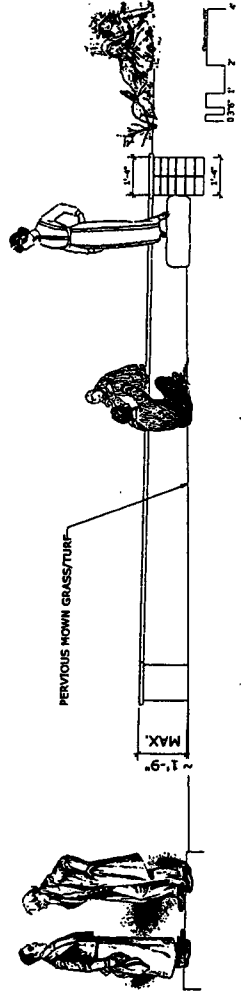
15 October 2009

15 October 2009

Unitarian Church of Hinsdale

17 West Maple Street Hinsdale, Illinois

Charles Fischer, RLA P.C. Registered Landscape Architect



NOTE:
All encroachments are
existing conditions /
requested waivers,
except that of the
"Pervious Landscape
Garden Element".

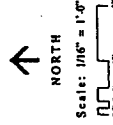
**"PERVIOUS LANDSCAPE
GARDEN ELEMENT", PROPOSED IN
ASSOCIATION W/ APPLIED-FOR
PLANNED DEVELOPMENT**

Updated: 25 April 2010
11 March 2010

Existing Conditions
Plan for Pervious Landscape Garden Element
Unitarian Church of Hinsdale
17 West Maple Street Hinsdale, Illinois

Charles Fischer, RLA, PC • Registered Landscape Architect
"Planning for the City of Hinsdale" 2010 Registered Office • Hinsdale, Illinois • 630-354-4444

Let the pervious landscape
be a part of the
city of Hinsdale
and its future
growth.



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

4/6/2010

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING SITE PLANS
AND EXTERIOR APPEARANCE PLANS
FOR A LANDSCAPE FEATURE AT
THE UNITARIAN CHURCH OF HINSDALE
AT 11-17 W. MAPLE STREET**

WHEREAS, The Unitarian Church of Hinsdale. (the “Applicants”) filed an application for site plan approval and exterior appearance approval (the “Application”) to authorize the construction of a landscape feature, located on the property commonly known as The Unitarian Church of Hinsdale at 11-17 W. Maple Street, in the Village of Hinsdale (the “Subject Property”); and

WHEREAS, the Hinsdale Plan Commission conducted a public meeting to consider the Application on June 9, 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 September 20, 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

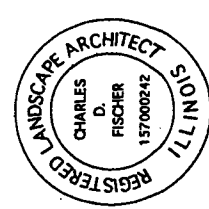
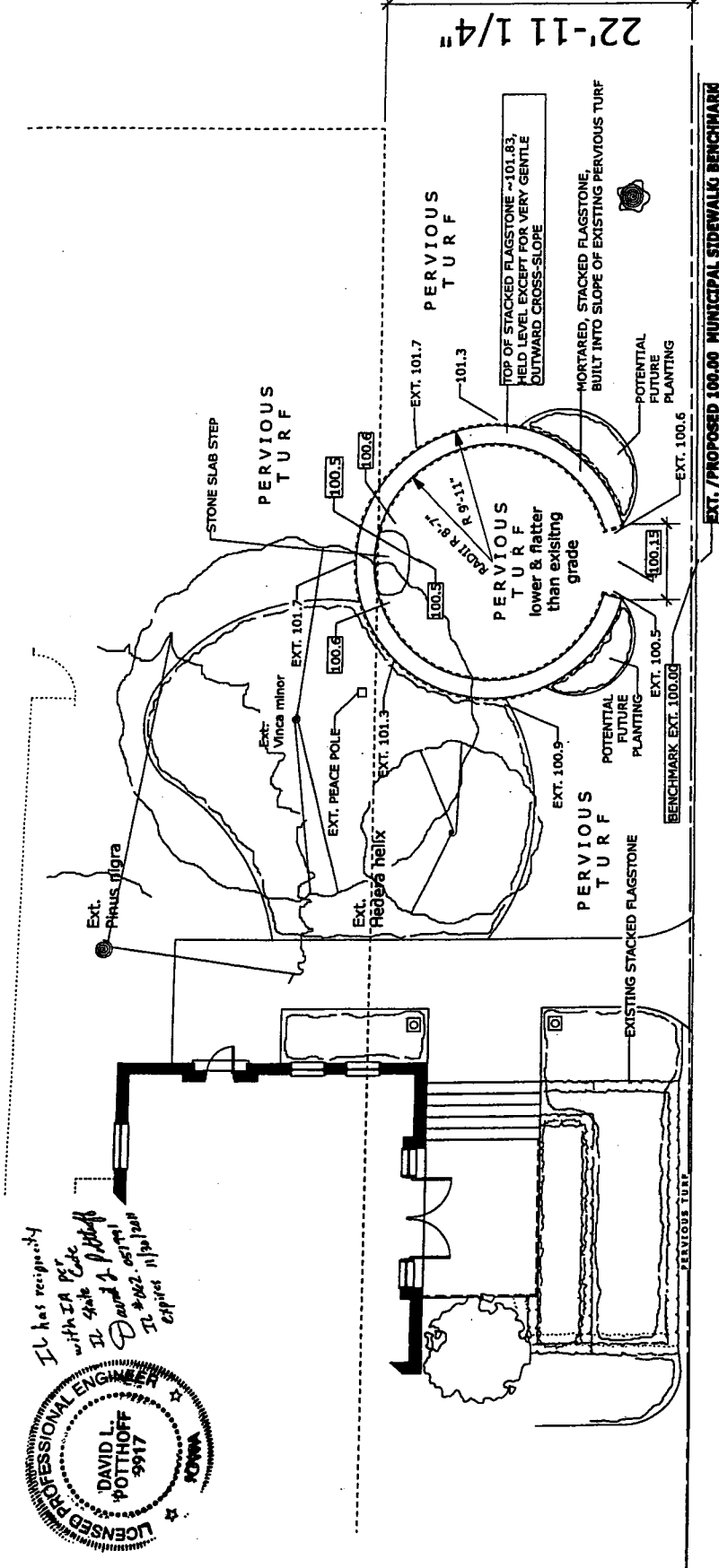
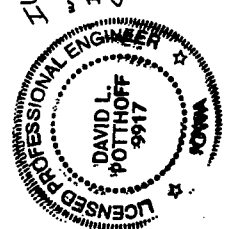
Christine M. Bruton, Deputy Village Clerk

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

By:
Its:

Date: _____, 2011

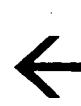
IL has reciprocity
with IA state
IL state 1/1/2011
David L. Potthoff
IL #002-051741
Expires 11/30/2011



Expires 06/31/2011

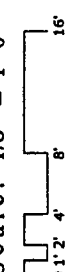
I HEREBY CERTIFY THAT THESE DOCUMENTS
HAVE BEEN PREPARED UNDER MY SUPERVISION.

DATE: 4/27/2010
STATE OF ILLINOIS REGISTERED LANDSCAPE ARCHITECT #157000242



NORTH

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



Updated • 25 April 2010
11 March 2010

Plan for Pervious Landscape Garden Element

Unitarian Church of Hinsdale

17 West Maple Street Hinsdale, Illinois




Charles Fischer, RLA, P.C. • Registered Landscape Architect

"Embracing the World's Great Garden Traditions" SM 507 Willowcreek Court • Clarendon Hills, Illinois 60514 • cf.la@stbglobal.net (630) 734-8279

BLOCK AVE. BLDG SETBACK
22'-11 1/4"

DATE: February 28, 2011

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development			
ITEM Case A-37-2010 - Applicant: Village of Hinsdale – Parks and Recreation Department - Location: 5891-5911 S. County Line Road: Special Use Permit and Site Plan/Exterior Appearance Approval for Paddle Courts and Associated Structures.	APPROVAL			
<p>The petitioner, Village of Hinsdale's Parks and Recreation Department, is requesting a special use and exterior appearance/site plan review to allow for a total of six paddle courts and associated structures at KLM Park. The proposal is to locate, two new courts in addition to the four existing courts which also includes the associated paddle hut. The two new courts would be located in the same general location as the four existing courts. As part of the request the Village is also proposing 5 new parking spaces which would satisfy the requirement for all six paddle courts. The layout for both the courts and the proposed parking spaces can be seen on the attached illustrations.</p> <p>The paddle courts are generally located in the southeast corner of KLM Park which is on County Line Road, just south of 55th Street. KLM Park is located in the OS Open Space District.</p> <p>At the January 12, 2011 Plan Commission meeting the commission reviewed the application submitted by the Parks and Recreation Department and unanimously recommended approval (6-0, 3 absent) of the request for a Special Use Permit and Site Plan/Exterior Appearance Approval for the Paddle Courts and Associated Structures, subject to the conditions as agreed to between the Village of Burr Ridge and the Village of Hinsdale which should generally include:</p> <ol style="list-style-type: none">1. Placement of the courts per site plan2. No additional courts for five years from the final construction of proposed courts3. Hours of operation4. Drainage per site plan5. Landscaping installation per site plan <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 11-602E pertaining to Standards for special use permits;2. Subsection 11-604F pertaining to Standards for site plan disapproval; and3. 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. <p>Attached are the approved findings and recommendation from the Plan Commission and the ordinance.</p> <p>MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Special Use Permit and Site Plan and Exterior Appearance Plan for Paddle Courts and a Paddle Hut at the Property Located at 5891-5911 South County Line Road (KLM Park)."</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On January 24, 2011, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				

HINSDALE PLAN COMMISSION

**RE: Case A-37-2010 - Applicant: Village of Hinsdale – Parks and Recreation
Department - Location: 5891-5911 S. County Line Road: Special Use Permit
and Site Plan/Exterior Appearance Approval for Paddle Courts and
Associated Structures.**

DATE OF PLAN COMMISSION REVIEW: January 12, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: January 24, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Village of Hinsdale's Parks and Recreation Department, submitted an application to the Village of Hinsdale for a special use permit and exterior appearance/site plan review approval, to allow for a total of six paddle courts and associated structures for the property located at 5891-5911 S. County Line Road – KLM Park (the "Application").
2. The property is located within the OS, Open Space District and improved with a community park containing sports/recreation fields and courts, as well as various structures.
3. The applicant is proposing to locate, two new courts in addition to the four existing courts which also includes the associated paddle hut.
4. The Plan Commission heard comments from a Burr Ridge neighbor and Village Board Member, regarding the proposed site improvements and Special Use.
5. After offering thoughts, the Burr Ridge resident indicated his support for the proposal.
6. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit, Subsection 11-604F pertaining to Standards for site plan disapproval and Section 11-606 of the Zoning Code governing exterior appearance review.


II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 6 "Ayes," 0 "Nay," and 3 "Absent" recommends that the President and Board of Trustees approve the Application for a special use permit to allow for a total of six paddle courts and associated structures for the property located at 5891-5911 S. County Line Road – KLM Park, subject to the conditions as agreed to between the Village of Burr Ridge and the Village of Hinsdale which should generally include:

1. Placement of the courts per site plan
2. No additional courts for five years from the final construction of proposed courts
3. Hours of operation
4. Drainage per site plan
5. Landscaping installation per site plan

The Village of Hinsdale Plan Commission, by a vote of 6 "Ayes," 0 "Nay," and 3 "Absent" recommends that the President and Board of Trustees approve the Application for exterior appearance/site plan review approval for a total of six paddle courts and associated structures at KLM Park for the property located at 5891-5911 S. County Line Road.

THE HINSDALE PLAN COMMISSION



Chairman

By:

Dated this 9th day of February, 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT AND SITE
PLAN AND EXTERIOR APPEARANCE PLAN FOR PADDLE COURTS
AND A PADDLE HUT AT THE PROPERTY LOCATED
AT 5891-5911 SOUTH COUNTY LINE ROAD (KLM PARK)
(Plan Commission Case No. A-37-2010)**

WHEREAS, the Applicant, the Village of Hinsdale's Park and Recreation Department ("Petitioner"), filed an application for a special use permit and site plan approval and exterior appearance approval (the "Application") for two (2) new paddle courts, four (4) existing paddle courts and an existing paddle hut in the OS Open Space District, for the property commonly known as 5891-5911 South County Line Road (KLM Park), and legally described in Exhibit A, attached hereto and incorporated herein (the "Subject Property"); and

WHEREAS, the Subject Property is located within the OS Open Space District, where public sports and recreation buildings and facilities are a special use; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on January 12, 2011, pursuant to notice thereof properly published in the Hinsdalean on December 22, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of six (6) in favor, none (0) against and three (3) absent, as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-37-2010, incorporated herein by reference as though fully set forth; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on January 24, 2011, 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 reviewed the recommendation of the Zoning and Public Safety Committee, the Findings and Recommendation of the Plan Commission, and all of the materials, facts, and circumstances related to the Application, and they find that the Application satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits and Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions set forth 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 Special Use Permit for Paddle Courts and Paddle Hut. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Hinsdale Zoning Code, hereby approves a special use permit for two (2) new paddle courts, four (4) existing paddle courts and an existing paddle hut at the property located at 5891-5911 South County Line Road (KLM Park), and legally described in Exhibit A, subject to the conditions set forth in Section 4 of this Ordinance.

Section 3. Approval of Site Plan and Exterior Appearance Plan. 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 plan and exterior appearance plan attached to and, by this reference, incorporated into this Ordinance as Exhibit B (the "Approved Plans"), for the six (6) paddle courts and a paddle hut referenced in Section 2 above, subject to the conditions set forth in Section 4 of this Ordinance.

Section 4. Conditions. The approvals granted in Sections 2 and 3 of this Ordinance are expressly subject to all of the following conditions:

- A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. Compliance with 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 the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- C. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Approved Plans.

- D. Building Permits. The Petitioner 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.
- E. Construction of Additional Courts. After completion of the construction of the two (2) new courts, the Petitioner shall not construct any additional courts for a five (5) year period
- F. Location of Courts. The courts shall be located on the Subject Property pursuant to the Approved Plans.
- G. Drainage. The Petitioner shall construct a new berm north of the paddle courts for drainage purposes.
- H. Landscaping and Screening. The Petitioner shall add at the Subject Property as set forth in the Approved Plans.
- I. Hours of Use. The Petitioner shall turn off the lights for two (2) courts, court numbers 3 and 4, at 10:00 p.m., Tuesday through Thursday, and the Petitioner shall turn off the lights for three (3) courts, court numbers 1, 3 and 4, at 10:00 p.m. Friday through Monday.
- J. Enforcement. The Village of Hinsdale Police Department shall be instructed to enforce the operating rules for the paddle tennis courts and address any complaints by 1) normal monitoring, and 2) responding to calls from the Village of Hinsdale's nonemergency number from residents of the Village of Hinsdale and residents of the Village of Burr Ridge.

Section 5. 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 6. 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 7. 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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

By:

Its:

Date: _____, 2011

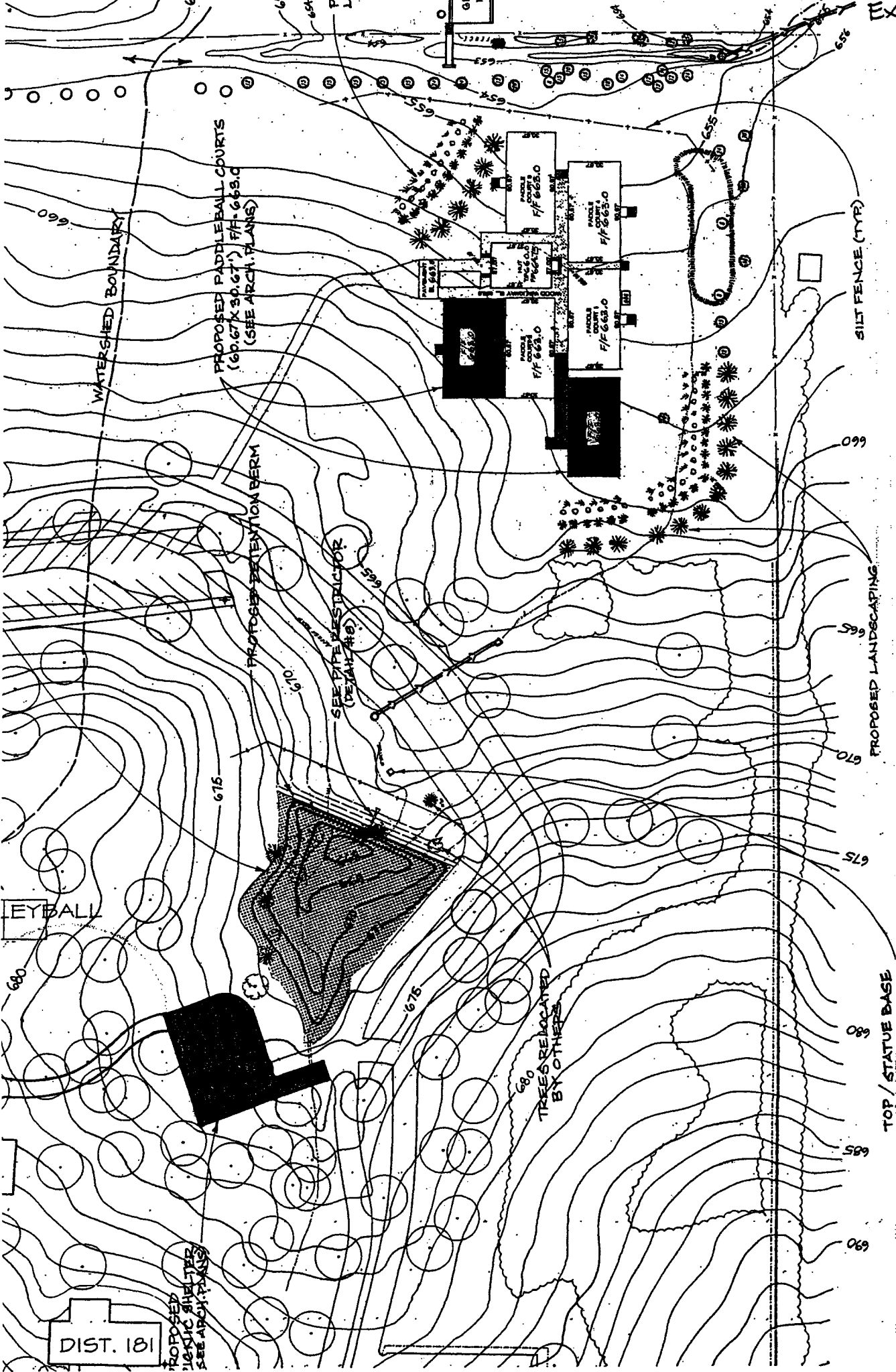
Z:\PLS\Village of Hinsdale\Ordinances\2011\11-xx Paddle Courts Special Use 01-19-11.doc

EXHIBIT A

LEGAL DESCRIPTION

TRACT NUMBER 1: THE NORTH 401 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1550 FEET THEREOF) OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TRACT NUMBER 2: THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 1951 FEET THEREOF) OF SECTION 18, ALSO THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



EYBALL

DIST. 101

PROPOSED
PADDLEBALL
COURTS
(SEE ARCH. PLANS)

SEE PIPE RESTRICTOR
(DETAIL #8)

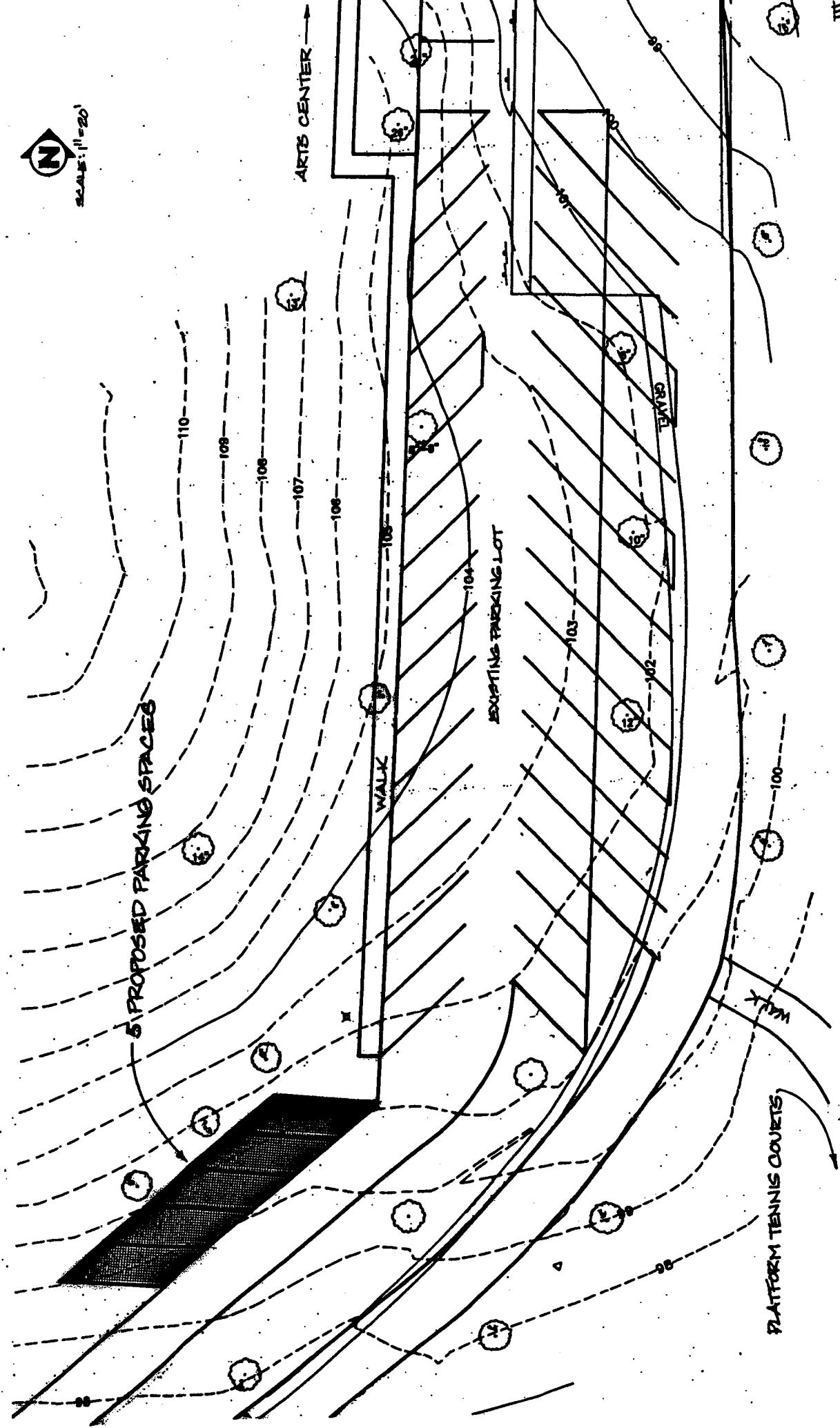
TREES RELOCATED
BY OTHERS

SILT FENCE (TYR)

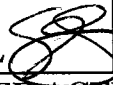

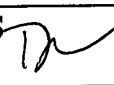
PROPOSED LANDSCAPING

TOP / STATUE BASE

N
SCALE: 1"=20'



REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING DEPARTMENT		
SECTION NUMBER		Community Development		
ITEM 8 E. First Street – IL Poggiolo – Site Plan and Exterior Appearance Review – Seasonal Vestibule		APPROVAL		
<p>The petitioner is requesting exterior appearance and site plan review to allow for a temporary, seasonal vestibule on the exterior façade of the commercial building located at 8 E. First Street. The building is located in the B-2 Central Business District.</p> <p>On November 17, 2009, the Village Board of Trustees approved the seasonal vestibule as a temporary use, but informed the business owner that he would need to obtain approval for exterior appearance and site plan review to allow the vestibule to be constructed in future years. If approved, the requirement for exterior appearance would be a one-time obligation provided the vestibule maintained the same color, size and configuration of the existing vestibule.</p> <p>At the January 12, 2011 Plan Commission meeting, the commission reviewed the application submitted by Peter Burdi, and unanimously recommended approval (6-0, three absent) of the request for site plan and exterior appearance for the requested seasonal vestibule. While conditions (especially non-appearance related) are not typically attached to these types of approvals, staff is recommending that a limitation be placed on length of time the vestibule can be erected. We feel it is appropriate to mirror the requirements for Zak's Place, from November 15th to March 31st.</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. <p>Attached are the approved findings and recommendation from the Plan Commission and the ordinance.</p> <p>Should the Board feel the time frame indicated above is acceptable, the following motion would be appropriate:</p> <p>MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for Modifications To A Commercial Building at 8 E. First Street" for a period from November 15th to March 31st of each year.</p>				
APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: On January 24, 2011, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
BOARD ACTION:				

HINSDALE PLAN COMMISSION

RE: 8 East First Street – Peter Burdi - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: January 12, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: January 24, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Peter Burdi, (the “Applicant”) submitted an application to the Village of Hinsdale for the property located at 8 East First Street (the “Subject Property”).
2. The Subject Property is zoned in the B-2 Central Business District and improved with a two-story commercial building.
3. The applicant is seeking approval for a seasonal vestibule outside of the existing restaurant on First Street.
4. The requirement for exterior appearance would be a one-time obligation provided the vestibule maintained the same color, size and configuration of the existing vestibule.
5. 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.
6. 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 6 “Ayes,” 0 “Nays,” 3 “Absent” recommends that the President and Board of Trustees of the Village of Hinsdale approve the exterior appearance/site plan at 8 East First Street for a seasonal vestibule.

THE HINSDALE PLAN COMMISSION

By: 
Chairman

Dated this 9th day of February, 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING SITE PLANS
AND EXTERIOR APPEARANCE PLANS FOR MODIFICATIONS
TO A COMMERCIAL BUILDING AT 8 EAST FIRST STREET**

WHEREAS, Peter Burdi (the "Applicants") 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 8 East 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 January 12, 2011, 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 January 24, 2011, 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. Installation of Seasonal Vestibule. The seasonal vestibule depicted in the approved plans (the "Vestibule") may be installed on the Subject Property only during the period of November 15 through, and including, March 31 of each year. In no event shall the Vestibule be or remain installed on the Subject Property prior to November 15 or after March 31 of any year.
- B. Restrictions Against Approval. The approval of the Vestibule to be installed on the Subject Property in accordance with this Ordinance shall be applicable only to IL Poggiolo, or a related entity or individual thereof, during its use and operation of a permitted or approved special use on the Subject Property. In no event, shall the approval of the Vestibule granted by this Ordinance be applicable to any entity or individual unrelated to IL Poggiolo.
- C. Compliance with Plans. All work on the Subject Property shall be undertaken in strict compliance with the Approved Plans.
- D. 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.
- E. 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 _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2011.

Thomas K. Cauley, Village President

ATTEST:

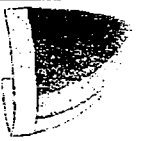
Christine M. Bruton, Deputy Village Clerk

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

By:

Its:

Date: _____, 2011



Discovery
AWNINGS
And Canopies, Inc.

(713) 626-7777 (J12) 243-7425 Fax 312-243-7459 2010 S. Ashland Av Chicago, IL 60608

PROPOSAL

SUBMITTED TO: 12 Po GoGoLo

#

ADDRESS: 8 E 1st Street Hinsdale IL

ZC. 60521

DATE: 10-3-09

PHONE (312) 907-

FAX ()

Install on or about 2 weeks

JOB SITE: same

COMPLETE ☐ RECOVER ☐

Other:

Lettering color

Fabric: 5 subr. all

Awning color Red

Lights included: Yes ☐ No ☐

(It is responsibility of the customer to furnish with electrical wire outside were the awning will be installed)

Permit included: Yes ☐ No ☐

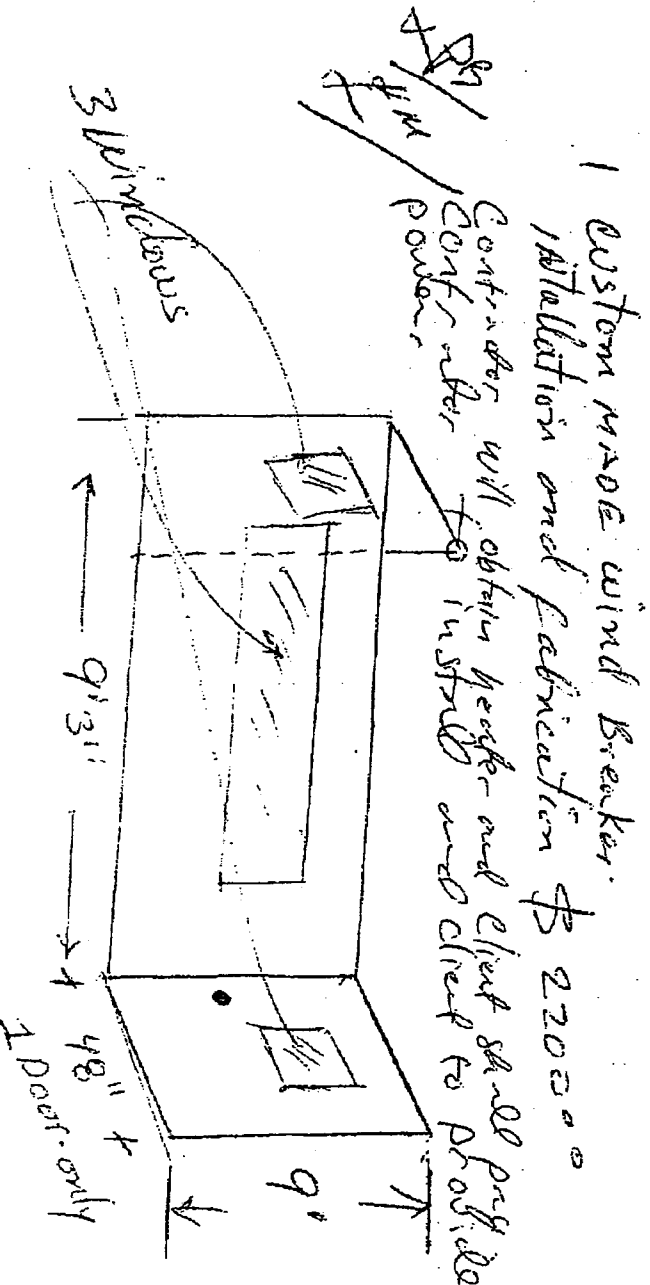
Customer name: Peter

Cust Cell (312) 907-9448

Salesman: LARRY

Notes:

No additions or changes to be made above specifications.



Upon default by buyer in the payment of any installment of the price or in the performance of any agreement of buyer herein discovery/awnings and Canopies, Inc. may, without notice, take possession of any personal property and sell same without notice free and clear of any claim by buyer, and retain any and all payments, made as liquidated damages for the use by buyer and depreciation and for expense to seller of taking possession of said personal property

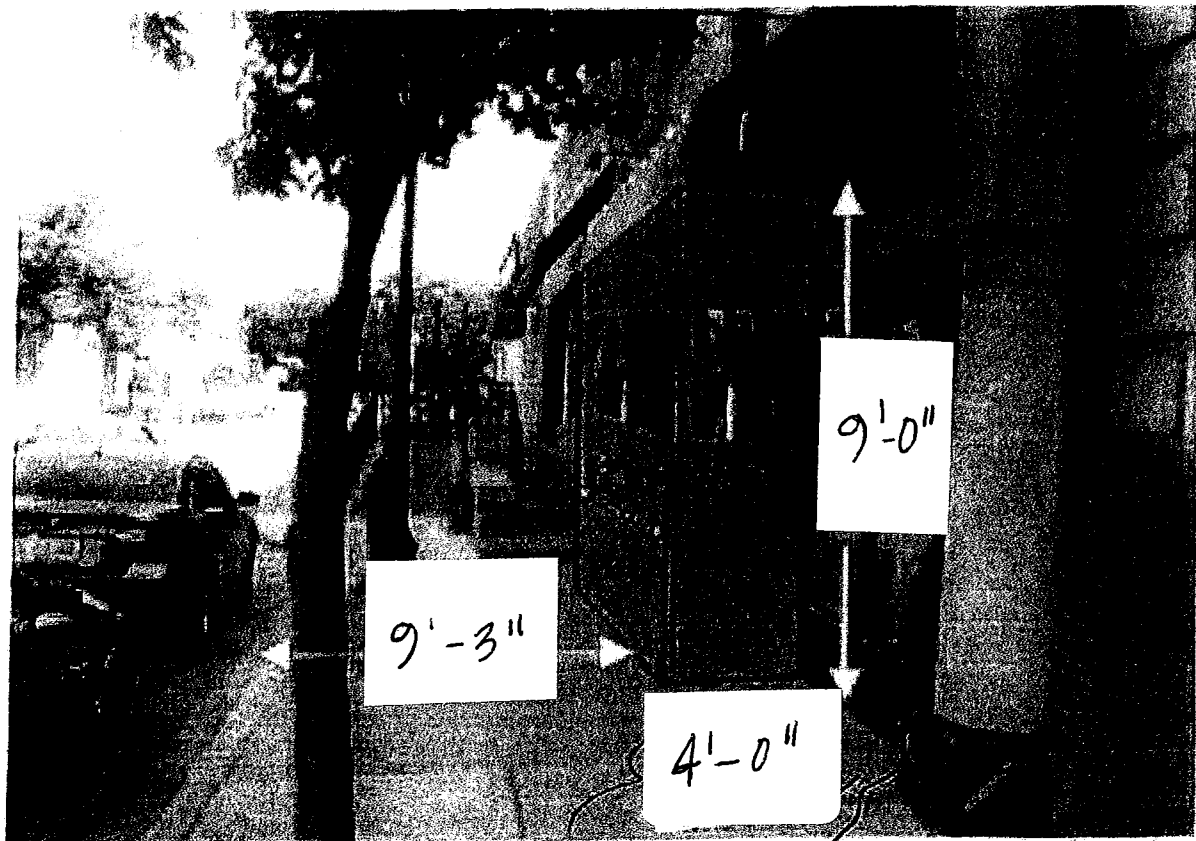
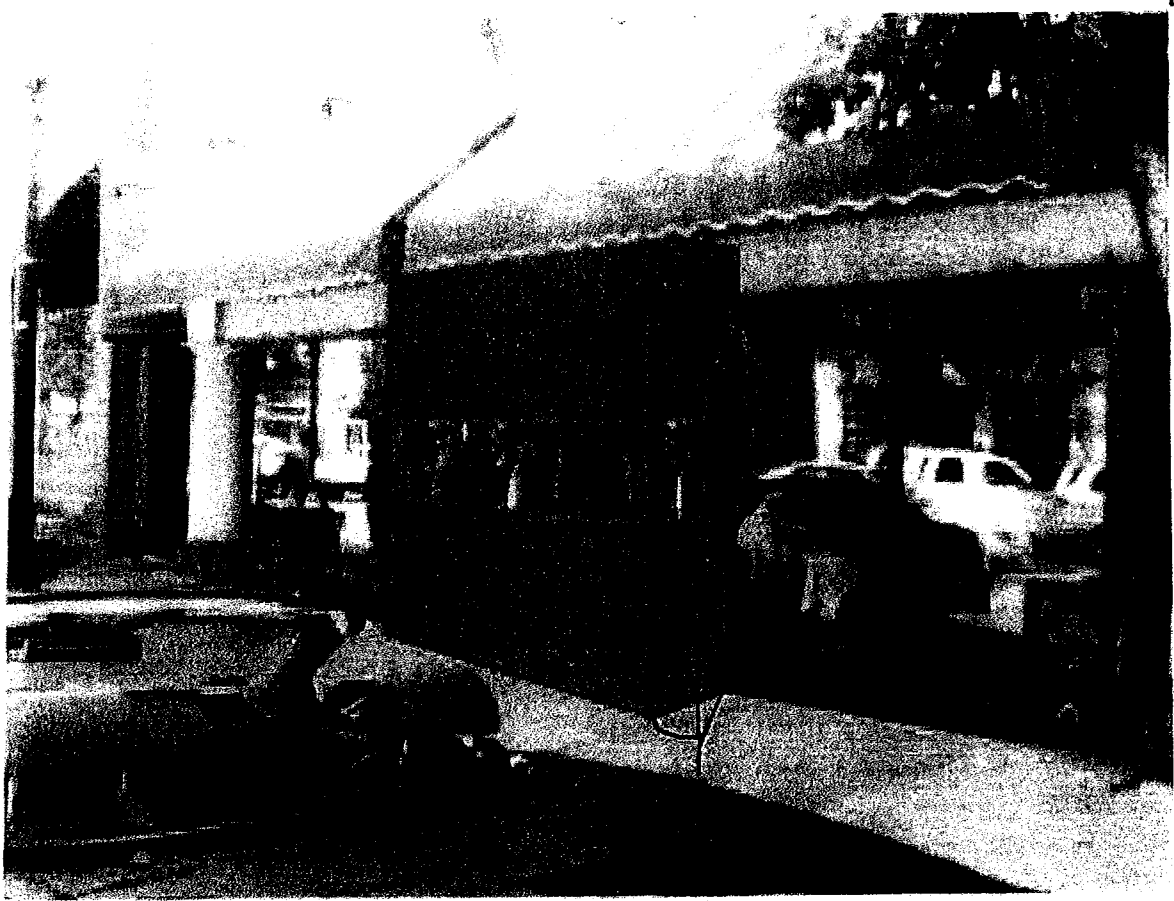
ACCEPTANCE OF PROPOSAL.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

DATE

Signature:

Price	\$2200.00
Tax	
Total	
Deposit	\$1000.00
C.O.D. Bal	\$1200.00



DATE January 31, 2011

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM License Agreement Between HTA and the Village of Hinsdale	APPROVED Gina Hassett, Director of Parks & Rec.

**LICENSE AGREEMENT BETWEEN HINSDALE TENNIS ASSOCIATION (HTA)
AND THE VILLAGE OF HINSDALE**

Attached please find a License Agreement between the Village and HTA to offer tennis lessons. The Village had an agreement with Hinsdale Tennis Association for 2008. The agreement has been for a period of one year. Staff recommends that we enter into a one year agreement with HTA for a flat rate of \$7,500. An agreement with the same terms was in place for the 2010 season. HTA had reduced enrollment for the 2010 season. Staff recommends we reevaluate in 2012 and look for an increase at the time. .

MOTION: To recommend to the Board of Trustees to approved the Recreation Agreement with HTA for a period of one year at the rate of \$7,500.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
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COMMITTEE ACTION:

At its February 7 meeting, the ACA unanimously moved to recommend approval of the above motion

BOARD ACTION:

**LICENSE AGREEMENT BETWEEN THE HINSDALE TENNIS ASSOCIATION
AND THE VILLAGE OF HINSDALE**

THIS LICENSE AGREEMENT is entered into this _____ day of _____ 2011, between the Hinsdale Tennis Association (hereinafter referred to as the "HTA") and the Village of Hinsdale, DuPage County and Cook County, Illinois (hereinafter referred to as the "Village").

RECITALS

WHEREAS, it has been determined by the corporate authorities of the Village to permit the HTA to have a license to use the Village's tennis courts during the summer months of the year 2008 for a tennis instruction program under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **RECITAL.** The above recital is substantive and is incorporated herein by reference as though fully set forth.

2. **PROGRAM AND FACILITIES.** The HTA shall use the Village's Parks and Recreation Department's tennis courts ("Facilities") to operate a tennis instruction program ("Program") for instruction courses to take place during the summer months of the year 2011 from June through September. The Village shall solely be responsible to maintain the Facilities for the Program. The Village reserves the right to assign specific Facilities to be used for the Program, including times and dates for the use of the Facilities. The Village shall also provide one (1) page to the HTA in its "Summer Brochure" for promotional purposes for the Program.

3. **HTA'S RESPONSIBILITIES.** The HTA shall be responsible for all communications with Program participants, the production and distribution of any and all flyers for the Program and all administration, instruction and instructors for the Program. The HTA shall not, without the prior written consent of the Village, make any alterations,

way accrue against either party for the other party's negligent or wrongful acts or omissions as a consequence of this Agreement.

8. COVENANT NOT TO SUE. The HTA forever releases and discharges the Village, its directors, officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out of the HTA's use of the Village's Facilities for the Program. The HTA covenants not to sue or otherwise bring any action in law or equity against the Village, its directors, officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the HTA, its employees, and/or agents may sustain as a result of the use of the Village's Facilities.

9. INSURANCE. At its own expense, the HTA shall name the Village as an additional insured on any and all of its existing general and excess liability insurance policies. The HTA shall maintain during the duration of this Agreement a general liability insurance policy with a general aggregate limit of at least one million dollars (\$1,000,000.00). The Village shall remain an additional insured under said policies during the entire term of this Agreement. The HTA shall provide the Village with a copy of said policies naming the Village as an additional insured within fifteen (15) days after execution of this Agreement. During the term of this Agreement, the HTA shall keep in full force and effect workers' compensation insurance with a reputable, state registered insurance company with policy limits to cover statutory liability.

10. DURATION OF THIS AGREEMENT. This Agreement shall remain in full force and effect after execution by the parties, as set forth above, and shall expire on December 31, 2011

11. TERMINATION. This Agreement may be terminated at any time by either party upon thirty (30) days written notice of the effective date of said termination from the terminating party. Notice of termination shall be governed by the provisions of paragraph 13 below. The HTA shall not be entitled to reimbursement of any fees

16. EFFECTIVE DATE. The effective date of this Agreement as reflected above shall be the date that the Village Clerk of the Village attests the signature of the Village Manager.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and year first written above.

VILLAGE OF HINSDALE

By: David Cook
Its: Village Manager

ATTEST

By: Christine Bruton
Its: Deputy Village Clerk

THE HINSDALE TENNIS ASSOCIATION



By: Tom Lockhart
Its: President

ATTEST

By:
Its: Secretary

DATE January 31, 2011

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation		
ITEM Hinsdale Hospital Special Use Permit	APPROVED Gina Hassett, Director of P & R		
<p style="text-align: center;">Hinsdale Hospital Special Use Permit</p> <p>The Hinsdale Hospital Medical Staff Auxiliary hosts an annual charity walk. Due to the construction work at the hospital they are requesting to start the walk at Burlington Park. The event is held to benefit the Hands and Feet To Costa Rice 5th annual mission fundraiser. They are asking that the permit fee be waived.</p> <p>The walk would start and end at the park. The hospital would request the Village provide additional waste receptacles on site. No other additional set up from Village staff has been made. The Hospital has been in contact with the Police Department for a race permit.</p> <p>Should the ACA Committee agree to give Hinsdale Hospital Medical Staff Auxiliary permission, the following motion would be appropriate:</p> <p>MOTION: To recommend to the Board of Trustees to waive the fee and approve the special use permit for Hinsdale Hospital Medical Staff Auxiliary walk to be held for Burlington Park for Sunday, April 10, 2011.</p>			
STAFF APPROVALS			
Parks & Recreation APPROVAL	 APPROVAL	APPROVAL	MANAGER'S APPROVAL 
<p>COMMITTEE ACTION: At its February 7 meeting, the ACA unanimously moved to recommend approval of the above motion</p>			
<p>BOARD ACTION:</p>			

Hinsdale Hospital Medical Staff Auxiliary
“Hands and Feet to Costa Rica”
5th Annual Mission Supply Fundraiser
WALK 2011-Sunday April
10th 8-10:30am.

Location Check-in: Dr. Kevin J. Salvino's Office-23 W. Chicago Ave,
Hinsdale (Corner of Chicago and Lincoln)
The Walk Goal per Junior Board Participant: \$20 (\$10 Per WALKER-
Bring A Friend-T-shirts provided)
The Walk Goal per Mission Trip Participant: \$200 (\$10 Per WALKER-
Bring Many Friends)
*100% of the proceeds from the WALK will go towards the purchase of
mission trip supplies for the June trip to Costa Rica.*

The mission has 3 service areas to supply. (1) Medical-Over 2,500 underprivileged patients are served. (2) Christian "Campo de los Ninos" Over 600 children are served. (3) Construction Team -5 different Churches will receive help with minor repairs and painting. Please turn in your forms at the event.

[illegible]

DATE February 4, 2011

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM KLM Ballroom Floor	APPROVED Gina Hassett, Director of P&R

KLM Ballroom Floor Replacement

KLM 2nd floor ballroom floor has been slated to be replaced since 2007. The item was deferred and Staff had the floor refinished in hopes to extend the life of the floor. Since refinishing the floor has continued to buckle and cause problems each month. Staff in house have worked to repair the floor but it has not been successful. This had been an issued for weddings and our ballroom dance program. The floor is need of a full replacement. Staff has received multiple quotes and suggestions on how to repair the floor. Staff has received 2 competitive prices for a full tear out. The floor and the concrete laid between the sleepers will be pulled out. The concrete will be replaced with foam insulation and this will add a sound and moisture barrier for the floor. Because of the age of the building and uniqueness of the job, staff is requesting to waive the competitive bid price and award the job to the low bidder.

Both of the quotes were received from businesses that met with staff and they removed a section of the floor to anticipate any issues that may arise during the replacement process.

The low bid was received from Danmar in the amount of \$16,190. Staff is asking that we accept the quote from Danmar waiving the competitive bid process.

MOTION: To recommend to the Board of Trustees to waive the competitive bid process and approve Dammar's quote to replace the KLM 2nd Floor Ballroom in the amount of \$16,190.

STAFF APPROVALS

Parks & Recreation
APPROVAL

APPROVAL

APPROVAL

APPROVAL

MANAGER'S
APPROVAL

COMMITTEE ACTION:

At its February 7 meeting, the ACA unanimously moved to recommend approval of the above motion

BOARD ACTION:

Danmar

3029 Edgewood Pkwy
Woodridge, IL 60517
Phone Number: 630-328-6069
Fax Number: 630-985-1128

Date: January 22, 2011

SUBMITTED TO:

Name: Village of Hinsdale
Katherine Legge Memorial Lodge
Address: 19 E. Chicago Ave.
City, State: Hinsdale, IL 60521

WORK TO BE PERFORMED AT:

Katherine Legge Memorial Lodge
5901 S. County Line
Hinsdale, IL 60521

We hereby propose to furnish labor and material necessary for the completion of the job.

Proposal

Wood Flooring 2nd Floor approx 1500sq.ft.

Remove existing wood base shoe

Remove existing wood flooring

Remove concrete between sleepers and $\frac{3}{4}$ " top of sleepers

Install 1" insulation foam between sleepers

Install new $\frac{3}{4}$ " plywood sub floor

Install new 2 $\frac{1}{4}$ "x $\frac{3}{4}$ " Red Oak wood flooring over new sub floor

Sand smooth, stain to match

Apply two coats of oil base satin finish

Reinstall wood base shoe

All waste material will be removed

Total	\$16,190.00
--------------	--------------------

Payment Structure

Down Payment to start	\$5,000.00
Balance due upon receipt of invoice	\$11,190.00

WIGHTMAN BUILDERS

INCORPORATED

DEVELOPER

BUILDER

DESIGNER

**PROPOSAL
FOR THE VILLAGE OF HINSDALE
KATHERINE LEGGE MEMORIAL LODGE
1/27/2011**

Included:

- | | |
|---|--------------|
| 1) Complete tearout of existing 2nd hardwood flooring. | \$ 2,600.00 |
| 2) Tearout existing sleeper supports. | \$ 520.00 |
| 3) Removal of base trim and heater covers then reinstallation of. | \$ 1,000.00 |
| 4) Removal of existing concrete filler. Allowance | \$ 2,560.00 |
| 5) Rebuild structural sleeper as needed. Allowance | \$ 1,000.00 |
| 6) Replace concrete with insulation. | \$ 1,400.00 |
| 7) Reinstall sleeper supports with 3/4" plywood, glued and secured. | \$ 2,000.00 |
| 8) Reinstall 1500 sq. ft. of new 3/4" X 2 1/4" in Red Oak T&G flooring sanded and refinished with 3 coats of finish. Color selection per Village. | \$ 10,500.00 |
| 9) Remove all debris from site including dumpsters. | \$ 950.00 |

Allowance items are time and materials, time billed at \$38.00 per hour.

All work work to be performed per village specifications.

Total cost of project per builder's best estimate of Allowance Items. \$ 22,530.00

DATE February 4, 2011

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Pool Concession	APPROVED Gina Hassett, Director of P&R

CONCESSION SERVICES

The current concession vendor at the pool is C & W Concessions. In 2009 they were the sole bidder for the contract. Staff is asking to waive the bid procedure and secure a two lease with the current vendor.

Attached please find a License Agreement for the Pool Concessions at the Community Pool. The agreement is for same terms as the previous agreement with a 5% increase for each year; \$7,350 in 2011 and \$7,717 in 2012.

Should the Committee concur with Staff's recommendation, the following motion would be appropriate:

MOTION: To recommend to the Board of Trustees to waive the complete bid process and approve the Lease Agreement between C & W Concessions and the Village of Hinsdale.

STAFF APPROVALS

Parks & Recreation APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
--	-----------------	-----------------	---

COMMITTEE ACTION:

At its February 7 meeting, the ACA unanimously moved to recommend approval of the above motion

BOARD ACTION:

VILLAGE OF HINSDALE
LEASE AGREEMENT
FOR CONCESSION STAND OPERATIONS

THIS LEASE is made and entered into this _____ day of 2011, by and between the Village of Hinsdale, DuPage and Cook Counties, Illinois (hereinafter "Lessor") and C & W Concessions, an Illinois operation (hereinafter "Lessee") for the operation and use of certain concession stand facilities located at the Hinsdale Community Swimming Pool and for sales of concessions during Fourth of July festivities.

WITNESSETH:

WHEREAS, the Lessor desires to lease concession stand facilities to, and to permit concession sales by, the Lessee in exchange for the consideration described herein; and

WHEREAS, the Lessee desires to lease concession stand facilities from, and to sell concessions as requested by, the Lessor;

NOW, THEREFORE, in consideration of the premises and the terms and obligations stated herein, the Lessor and the Lessee agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as substantive provisions of this Lease Agreement.

Section 2. Lease Term. This Lease shall be for a term of two years, commencing on May 1st, 2011 and terminating on September 15, 2013.

Section 3. Lease of Facilities. The Lessor leases to the Lessee the following facilities (the "Facilities"):

1. The Hinsdale Community Swimming Pool Concession Stand; with Storage at Veeck Park.

The Lessor shall not provide utilities at any of the of the facilities except only the Lessor shall provide electricity, gas and refuse disposal at the Swimming Pool Concession Stand and Veeck Park only.

Section 4. Rent. The Lessee covenants and agrees to pay to the Lessor as Rent for the use of the Facilities the sum of \$7,350 for year one. Rent payment of \$3,675 shall be due on May 1st and the remaining amount of \$3,675 due on September 15th. If the facility were closed and were not to operate the rent shall be prorated on the number of days business is lost, the conditions do not include closures related to inclement weather. The terms for the 2nd year will assume a 5% increase with the total payment of \$7,717.

Section 5. Agreement to Sell. The Lessee agrees to be open for business at the Hinsdale Community Swimming Pool Concession Stand on every day that the Swimming Pool is open to the public or open for special events during all Swimming Pool hours of operation.

Section 6. Village Right to Approve Goods and Pricing. The Lessee agrees that the Lessor must approve in advance all items to be sold from the Facilities and the retail price to be charged for all such items.

Section 7. Condition of Facilities. The Lessee agrees to maintain all of the Facilities, in a clean, neat, and orderly condition at all times. The Lessor shall provide refuse receptacles at all Facilities. The Lessee shall make no changes to or modification of the Facilities without the prior written approval of the Lessor. Immediately after termination of this Lease for any reason, the Lessee shall return all the Facilities to the Lessor in the same condition as received, except only for ordinary wear and tear.

Section 8. Compliance with Laws. The Lessee agrees to fully comply with all federal, state, and local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities.

Section 9. Lessee Responsibility Indemnification. The Lessee agrees that the Lessee is solely responsible for any and every loss, damage, or injury to the Facilities, or to the Lessee or any employee or agent of the Lessee, or to any customer or guest of the Lessee or the Facilities, arising out of or in any way related to the Lessee's operation and use of the Facilities or to any sales of concessions by the

Lessee. The Lessee agrees to indemnify, hold harmless, at the Lessor's request defend the Lessor against any and all claim or actions of any kind or nature whatsoever arising out of in any way related to the Lessee's operation and use of the Facilities or to sales of concessions.

Section 10. Insurance. The Lessee shall acquire and maintain full general liability insurance coverage in an amount of at least \$1,000,000 shall provide the Lessor with a certificate of insurance naming the Lessor as an additional insured under the policy providing such general liability coverage.

Section 11. Termination by Lessor. This Lease may be terminated by the Lessor at any time on three days notice to the Lessors for cause. For purposes of this Lease Agreement, "cause" is defined to include any and every violation or breach by the Lessee of any term, condition, or provision of this Lease.

Section 12. No Assignment. Lessee shall neither assign any rights or obligations under this Lease nor sublet any portion of any of the Facilities without the prior written approval of the Lessor.

Section 13. Incorporation of Bid Terms. The requirements of Section C through H and Section J of the "Village of Hinsdale Request for Proposal Bid #1459 Concession Services" are incorporated in and made a part of this Lease by this reference.

LESSEE:

C & W CONCESSIONS

By: _____

Name: David Creamer

Title: President

FEIN: 36-42215300009

LESSOR:

VILLAGE OF HINSDALE

By: _____

Name: David C. Cook

Title: Village Manager

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Parks and Recreation
ITEM 2011 Swimming Pool Fees	APPROVED Gina Hassett, Director of P&R

COUMMUNITY POOL FEES

The Park and Recreation Commission recommended pool membership rates for the 2011 season. Two members of the Finance Commission reviewed the pool history and made recommendations regarding the fees to the Finance Commission on Thursday, February 3, 2011. The rates listed have full support of the Finance Commission.

The fee membership fees increase includes bringing back the weekend hours until 8:00 pm and adding one additional week of regular operating hours in the month of August.



The Finance Commission has recommended an increase in the daily rates. The expectation is that the fees will encourage families to purchase memberships.

Also approved is a 10 pass card that will be discounted by 15% off the applicable resident daily rates. This pass would be the same price for Residents and Non-Residents. They will not have to be a member of the pool to purchase the 10 pass card. Currently we do have a 10 pass card in place but it was for members only and was designed for members to bring guests to the pool at a discounted rate. The old card was 10 guest visits for \$50.

The attached sheet summarizes the proposed rates. Should the Committee agree with the proposed rates the following motion would be appropriate.

MOTION: To recommend to the Board of Trustees approved rates as note on the attached for the 2011 season which includes extending weekend hours until 8 pm and adding one additional week of full hours to the 2011 season.

STAFF APPROVALS

Parks & Recreation APPROVAL	 APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

At its February 7 meeting, the ACA unanimously moved to recommend approval of the above motion

BOARD ACTION:

REQUEST FOR BOARD ACTION


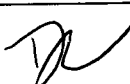
AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM 2011 Swimming Pool Fees	APPROVED Gina Hassett, Director of P&R

COMMUNITY POOL MEMBERSHIP FEES				
Pass Type	2010 Fee	Proposed 2011 Fee	Increase	% Increase
Resident Family Early Bird	\$250	\$290	\$40	16%
Resident Family	\$275	\$315	\$40	15%
Resident Individual Early Bird	\$145	\$165	\$20	14%
Resident Individual	\$165	\$185	\$20	12%
Resident Early Senior	\$75	\$80	\$5	7%
Resident Senior	\$75	\$80	\$5	7%
Non-Resident Early Family	\$475	\$515	\$40	8%
Non-Resident Family	\$500	\$540	\$40	8%
Non-Resident Early Individual	\$240	\$260	\$20	8%
Non-Resident Individual	\$265	\$285	\$20	8%
Non-Resident Early Senior	\$150	\$155	\$5	3%
Non-Resident Senior	\$150	\$155	\$5	3%
Nanny Pass	na	60*	na	
must have a family pass	na	60	na	

	2010 Daily Rates				Proposed 2011 Daily Rates		
	Daily Admission	Rates	Total		Daily Admission	Rate	Total
Child Resident	6857	\$5	\$34,285		6857	\$7	\$47,999
Adult Resident	1999	\$8	\$15,992		1999	\$10	\$19,990
Child Non-Resident	156	\$8	\$1,248		156	\$9	\$1,404
Adult Non-Resident	156	\$12	\$1,872		156	\$14	\$2,184
TOTAL			\$53,397				\$71,577
Guest Pass Rates - 10 Visits Only available to members			\$50		Youth Guest Pass Rates - 10 Visits Available to Residents/Non-Residents No membership required		\$60
					Adult Guest Pass Rates - 10 Visits Available to Residents/Non-Residents No membership required		\$85

DATE: February 4, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Stagedoor Fine Arts Request to Place a Banner in Burlington Park.		APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director 		
<p>Attached is a request from Stagedoor Fine Arts to place a banner in Burlington Park. The current Village policy on banners only gives the Village Manger the authority to approve banners from non-profit corporations only. In that Stagedoor Fine Arts is organized as an S-Corporation, the Village Manager can not approve this request and thus this request is being forwarded to ACA for its consideration. Background information on the event is provided in the application as well as in attached e-mail correspondence.</p> <p>If the Committee approves the banner request, then the following motion would be appropriate:</p> <p>MOTION: To recommend Board approval of the Banner Request from Stagedoor Fine Arts.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION: At the meeting of February 7, 2011, the ACA Committee unanimously voted to recommend approval of the above motion.				
BOARD ACTION:				

Village of Hinsdale - Banner Reservation Form

Organization Making Request*: Stagedoor Fine Arts at The Hinsdale Community House

Contact Information Name*: Jane Johnson

☐ Complete Address*: 128 Woodstock Ave, Clarendon Hills, IL 60514

☒ Daytime Phone*: 630-536-9898 ☐ FAX Number: _____

☐ E-mail address*: janedavej@comcast.net

Please indicate in a box above your preferred method of being contacted with approval*.

Choose from the following banner options*:

☒ Horizontal Banner

Displayed at Burlington Park

Displayed on Private Property

Size: 6' (L) x 3' (H)

Maximum length of display - 2 weeks

Must have grommets or d-rings for installation

☐ Vertical Banner

Displayed on Village Street Lights

Size: 2' (W) x 4' (H)

Maximum length of display - 3 weeks

Must have sleeves to accommodate bracket arms

A representation of the banner must accompany this reservation form.

☐ Discard banner(s) upon removal or ☐ I will pick up banner(s) after display period

★ Name of Event*: HAIRSPRAY (the musical)

Date of Event*: Feb 11, 12, 13, 18, 19, 20 Requested Display Period*: Feb 5-19

*Required information

Office Use Only

Date: _____ Approved by: _____

Banner Rec'd: _____ Banner Disposition: _____

Important Notes for Applicants: This completed form must be received in the Village Manager's office, at a minimum, no later than two weeks prior to the beginning of the requested display period. Due to limited space, banners are displayed on a first-come, first-served basis, according to Village policy. You will receive confirmation of approval. Upon receipt of notification of approval, banners may then be delivered to the Village Hall; the Village will arrange installation for the approved display period. Banners not designated for disposal, must be picked up within one week of the display period.

Village of Hinsdale

Village Manager's Office, 19 East Chicago Avenue, Hinsdale, IL 60521

Phone: (630) 789-7011 Fax: (630) 789-7015

★ This production features over 80 youth, ages 7-21 in our community. Stagedoor Fine Arts is the inhouse theatre company at The Community House in Hinsdale.

Christine Bruton

From: David Cook
Sent: Tuesday, February 01, 2011 2:05 PM
To: Christine Bruton
Subject: FW: HAIRSPRAY Banner in Burlington Park

fyi

David Cook
Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521-3431
Phone: (630) 789-7013
Fax: (630) 789-7015
Email: dcCook@villageofhinsdale.org

From: Schultz, J. Bob [<mailto:J.Bob.Schultz@chase.com>]
Sent: Friday, January 28, 2011 12:13 PM
To: David Cook
Subject: FW: HAIRSPRAY Banner in Burlington Park

Dave,
I don't have problem with this.

Bob Schultz
630-561-1968

From: Jane Johnson [<mailto:janedavej@comcast.net>]
Sent: Friday, January 28, 2011 12:10 PM
To: trustees@villageofhinsdale.org
Subject: HAIRSPRAY Banner in Burlington Park

Dear Village of Hinsdale Trustees,

I was told by the Hinsdale Town Hall office, that I should email you about the placement of a banner in Burlington Park. Over 80 area youth, mainly from Hinsdale and Clarendon Hills, are performing in a production of HAIRSPRAY at the Hinsdale Community house for two weekends in February. We have been denied permission to hang the banner so far, because of the "non for profit" stipulation. We feel that the banner should be allowed to hang in Burlington Park, because we, the families whose children are in the show, are not making any profit on the show. The only ones receiving any type of payment will be the Stage Door Fine Arts directors, who cannot afford to give their services for free. They are currently the in house theatre company at the Community House.

Furthermore we feel that having a production as wonderful as HAIRSPRAY...at the Community House, is an enriching fine arts event for our community! If Stage Door Fine Arts does not have the support of our community, they are several other villages that would love to have them move their productions to their theaters.

Another note....The Hairspray cast performed a benefit concert last week where they raised \$1300 for CEP Youth Leadership which services disadvantaged youth. Stage Door Fine Arts Gives Back is an on going program that our cast members participate in to give back to the community.

My final plea is that, Bam Theatre was allowed to hang a banner in Burlington Park last year publicizing their summer shows. They also pay their directors and are also a wonderful performing arts group in our community. We should embrace them all with open arms.

I was told that if one of the trustees approved the placement of the banner, that we could be given permission from Town Hall to do so. We were hoping to have it hung by February 6th. Thanks you so much for your consideration.

Jane Johnson
(A cast member mom!)

630-536-9898

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VILLAGE OF HINSDALE BANNER PLACEMENT POLICY

Pursuant to direction of the Board of Trustees, the following guidelines shall apply to requests for placement of banners in Burlington Park and on Village-owned streetlight poles in the central business district (CBD).

- All banners that are displayed in Burlington Park or on Village-owned streetlight poles in the CBD property require written permission of the Village Manager's Office.
- Any banners that are displayed in Burlington Park or on Village-owned streetlight poles in the CBD are to promote a special celebration or event being held in the Hinsdale area that may be of interest to the community and/or activities sponsored by a not-for-profit organization or governmental agency.
- Requests for placement of banners shall be recognized first for recurring annual events for which banners previously have been placed and then for requests in the order (in time) that they are received by the Village.
- All requests submitted to the Village must include a request letter and a completed Banner Reservation Form including graphical representation of the proposed banner. Requests must be received in a timely fashion in order to ensure proper consideration by the Village Manager's Office.
- Only one (1) banner will be permitted in Burlington Park for any single event or for any single organization or affiliated organization at any one time.
- Display on Village-owned street light poles is limited to twelve (12) 2' x 4' banners at any one time.
- The maximum duration for any banner will be two (2) weeks in Burlington Park and three (3) weeks on Village-owned street light poles.
- The number of times that banners will be allowed for any one organization (including any group of affiliated organizations) shall be limited to one per calendar month.
- Banners to be displayed in Burlington Park shall measure 3' x 6' and must be horizontally-oriented. Banners to be placed on Village-owned streetlight poles shall be 2' x 4' and must be vertically-oriented.
- A banner reservation form must be completed in its entirety and an accurate graphical representation of the proposed banner must be attached to the reservation form.
- The Village of Hinsdale reserves the right to decline a banner request based on banner content or failure to adhere to any element of the stated banner policy.

Note: These provisions do not apply to the Village of Hinsdale, which will have priority use of all banner locations for its events.

MEMORANDUM


Date: February 10, 2011
To: President and Board of Trustees
From: Chris Bruton, Deputy Clerk 
RE: Village Board Agenda for February 15, 2011

Please note that a copy of all materials listed under the Consent Agenda from the Environment & Public Safety Committee can be found in the EPS packet for the meeting held on February 14, 2011.

Thank you.

cc: Village Attorney
Department Heads


MEMORANDUM

Date: February 11, 2011
To: President and Board of Trustees
From: Chris Bruton, Deputy Clerk 
RE: Board Agenda Item 8a - Accounts Payable

“Approval and Payment of the Accounts Payable for the Period of January 7, 2011 through January 21, 2011 in the aggregate amount of \$473,126.79 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk”. The warrant for this item can be found in the materials that were attached to the cancelled February 1st Village Board meeting packet.

Thank you.

cc: Village Attorney
Department Heads

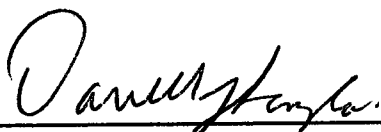
AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED Darrell Langlois Assistant Village Manager/Director of Finance	
<p>At the meeting of February 15, 2011 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of January 22, 2011 through February 04, 2011 in the aggregate amount of \$631,748.45 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 #1496

FOR PERIOD January 22, 2010 through February 04, 2011

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$631,748.75 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 2/9/11
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 2/10/11
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
Warrant # 1496
Summary By Fund**

Recap By Fund	Fund	Regular Checks	Pension Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	122,491.31	-	145,010.05	267,501.36
2009 Limited Source Bonds	32754	200.00	-	-	200.00
Water & Sewer Operations	61061	162,505.19	-	-	162,505.19
Water & Sewer Capital	61062	369.52	-	-	369.52
Firefighter's Pension Fund	71200	1,195.00	-	-	1,195.00
Payroll Revolving Fund	79000	10,265.33	-	189,448.85	199,714.18
Library Operations	99000	263.50	-	-	263.50
Total		297,289.85	-	334,458.90	631,748.75

WARRANT REGISTER #

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
AFLAC-FLEXONE			
56850 AFLAC OTHER	0204110000000000	264.33	
56851 ALFAC OTHER	0204110000000000	370.97	
56852 AFLAC SLAC	0204110000000000	204.90	
	CHECK NO. 85396		840.20
COLONIAL LIFE PROCCESING			
56842 COLONIAL OTHER	0204110000000000	27.63	
56843 COLONIAL S L A C	0204110000000000	54.33	
	CHECK NO. 85397		81.96
I.D.E.S			
56876 UNEMPLOYMENT 4TH QTR	611012818	6395.00	
	CHECK NO. 85398		6395.00
ILLINOIS FRATERNAL ORDER			
56845 UNION DUES	0204110000000000	684.00	
	CHECK NO. 85399		684.00
JUDGEMENT CREDITOR			
56859 WAGE GARNISHMENT	0204110000000000	235.75	
	CHECK NO. 85400		235.75
JUDGEMENT CREDITOR #50738			
56860 WAGE GARNISHMENT	0204110000000000	249.03	
	CHECK NO. 85401		249.03
LSNB AS TRUSTEE FOR POST			
56853 PEHP REGULAR	0204110000000000	2201.61	
56854 PEHP COMPTIME NON FOP	0204110000000000	461.16	
56855 PEHPPD	0204110000000000	580.20	
56856 PEHP COMPTIME PD	0204110000000000	496.93	
	CHECK NO. 85402		3739.90
MIDWEST CENTER FOR			
56875 IME REPORT	149202	1195.00	
	CHECK NO. 85403		1195.00
NATIONWIDE RETIREMENT SOL			
56846 USCM/PEBSO	0204110000000000	1630.00	
	CHECK NO. 85404		1630.00
NCPERS GRP LIFE INS 3105			
56844 LIFE INS	0204110000000000	256.00	
	CHECK NO. 85405		256.00
STATE DISBURSEMENT UNIT			

WARRANT REGISTER

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
STATE DISBURSEMENT UNIT			
56857 CHILD SUPPORT	0204110000000000	1411.38	
	CHECK NO. 85406		1411.38
STATE DISBURSEMENT UNIT			
56858 CHILD SUPPORT	0204110000000000	313.21	
	CHECK NO. 85407		313.21
VILLAGE OF HINSDALE			
56847 MEDICAL REIMBURSEMENT	0204110000000000	521.42	
56848 DEP CARE REIMBURSEMENT	0204110000000000	99.98	
56849 MEDICAL REIMBURSEMENT	0204110000000000	202.50	
	CHECK NO. 85408		823.90
ABC COMMERCIAL MAINT SERV			
56908 KLM CLEANING	040	572.00	
	CHECK NO. 85409		572.00
AIR ONE EQUIPMENT			
56887 CHARGER	71611	187.00	
56888 MAINTENANCE	71658	808.50	
	CHECK NO. 85410		995.50
ALEXANDER EQUIPMENT			
56866 CHAIN	74323	248.50	
	CHECK NO. 85411		248.50
AMALGAMATED BK OF CHICAGO			
56901 BAL PAYING GENLAC	1853943001-1/11	200.00	
	CHECK NO. 85412		200.00
AMERICAN MESSAGING			
56841 PAGERS	U1153710LB	264.90	
	CHECK NO. 85413		264.90
AMERICAN TAXI DISPATCH			
56829 SR TAXI SERVICE	1456	10.00	
	CHECK NO. 85414		10.00
ANDRES MEDICAL BILLING LT			
56940 JANUARY CHARGES	27744	1845.36	
	CHECK NO. 85415		1845.36
ASSOC TECHNICAL SERVICES			
56766 LEAK LOCATOR	20863	635.00	
	CHECK NO. 85416		635.00

WARRANT REGISTER #

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
ATLAS BOBCAT INC			
56867 SEAL KIT	B24070	119.22	
	CHECK NO. 85417		119.22
BASHIR, SHAHID			
56942 STICKER REFUND	109	15.00	
	CHECK NO. 85418		15.00
BASIC CHEMICAL SOLUTIONS			
56769 VEECK PARK	SI5827793	1117.90	
	CHECK NO. 85419		1117.90
BAUDVILLE			
56828 CERTIFICATE PAPER	2198529	195.55	
	CHECK NO. 85420		195.55
BRETT EQUIPMENT			
56927 BEACON	194919	112.50	
	CHECK NO. 85421		112.50
BROWN, BRIDGET			
56945 PARKING REFUND	01/21/11-01/24/1	50.00	
	CHECK NO. 85422		50.00
CARDINAL INSPECTIONS			
56932 ELEVATOR INSPECTION	111018	70.00	
56933 ELEVATOR INSPECTION	111016	140.00	
	CHECK NO. 85423		210.00
CARGOTEC			
56820 LEVER	2011111313	15.15	
	CHECK NO. 85424		15.15
CASE LOTS INC			
56776 PAPER GOODS	029289/029290	462.50	
	CHECK NO. 85425		462.50
CDW-GOVERNMENT INC.			
56903 PRINTERS/MEMORY	WHC8848/WHS0645	2313.25	
	CHECK NO. 85426		2313.25
CHARIOT AUTOMOTIVE			
56891 TOW	47178	150.00	
56926 TOWING	46272	150.00	
	CHECK NO. 85427		300.00
CINTAS			

WARRANT REGISTER #

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
CINTAS			
56777 RUGS TOWELS ETC	769552734	161.31	
56895 RUGS TOWELS ETC	769556530	242.81	
	CHECK NO. 85428		404.12
CLARENDON HILLS PARK DIST			
56775 COOP PROGRAMS	13000-01/11	130.00	
	CHECK NO. 85429		130.00
CLASSIC LANDSCAPE LTD			
56761 LANDSCAPING	60824	8341.00	
	CHECK NO. 85430		8341.00
COMCAST			
56917 POOL	0037136-02/11	125.00	
56918 WP/PW DEPT	0036815-02/11	99.95	
56919 KLM LODGE	0036807-02/11	95.00	
56920 FD/PD	0036781-02/11	160.00	
56921 VILLAGE HALL	0036757-02/11	160.00	
	CHECK NO. 85431		639.95
COMED			
56789 PADDLE HUT	0203017056-01/11	392.73	
56790 FOUNTAIN	0471095066-01/11	158.77	
56791 KLM/LODGE	7093551008-01/11	1447.19	
56792 SAFETY TOWN	7261620005-01/11	16.06	
56793 CBQ RR	7011157008-01/11	89.66	
56794 BROOK PARK	8605174005-01/11	107.91	
56795 PIERCE PARK	7011378007-01/11	91.50	
56796 WALNUT STREET	7011481009-01/11	25.20	
56797 ROBBINS PARK	8521083007-01/11	640.11	
56798 ROBBINS PARK	0639032045-01/11	14.13	
56799 CHESTNUT PARKING	0203065105-01/11	124.52	
56800 CLOCK TOWER	0381057101-01/11	25.26	
56801 WASHINGTON STREET	2378029015-01/11	50.87	
56802 VEECK PARK	2425068008-01/11	876.41	
56803 ELEANOR PARK	8689206002-01/11	52.81	
56804 POOL	8605437007-01/11	489.90	
56805 BURNSFIELD	8689640004-01/11	63.13	
56806 TRAIN STATION	8521342001-01/11	1027.37	
56807 STOUGH PARK	8689480008-01/11	15.10	
56808 WATER PLANT	8521400008-01/11	31.59	
56915 314 SYMONDS	1653148069-01/11	3.11	
56916 SALT CREEK	1917116003-01/11	26.29	
	CHECK NO. 85432		5769.62

COMMERCIAL COFFEE SERVICE

WARRANT REGISTER

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
COMMERCIAL COFFEE SERVICE			
56904 COFFEE SUPPLIES	105485	63.00	
	CHECK NO. 85433		63.00
COMPUTER EXPLORERS			
56894 INSTRUCTION *REIMB EXP*	550-01/11	550.00	
	CHECK NO. 85434		550.00
COUGHLIN, MICHAEL			
56835 DARE TRAINING	6247	62.47	
	CHECK NO. 85435		62.47
CURRAN, JEFF			
56836 CONFERENCE REIMBURSEMENT	59339	250.00	
	CHECK NO. 85436		250.00
DANMAR			
56779 BALLAST REPAIRS	18006	1874.00	
56909 CUSTODIAL SERVICES	18007	4214.00	
56938 DEPOSIT/KLM	5000-02/11	5000.00	
	CHECK NO. 85437		11088.00
DOCU-SHRED, INC.			
56889 DOCUMENT SHREDDING	24679	80.00	
	CHECK NO. 85438		80.00
DRAPERIES & INTERIORS			
56839 WINDOW TREATMENTS	58697	55.00	
	CHECK NO. 85439		55.00
DUPAGE WATER COMMISSION			
56939 WATER CHARGES	9037	142802.43	
	CHECK NO. 85440		142802.43
EAGLE UNIFORMS INC			
56861 UNIFORMS	206669	21.75	
56871 BADGES	206218	261.80	
	CHECK NO. 85441		283.55
ENGINEERING RESOURCE			
56771 12/10 MONITORINH	251001.18	369.52	
	CHECK NO. 85442		369.52
EXELON ENGERY INC			
56814 ELM STREET	100421700150	586.45	
56884 STREET LIGHTS	200213900070	11239.21	
	CHECK NO. 85443		11825.66

WARRANT REGISTER

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
FCWRD			
56941 SEWER FEES	130340-01/11	690.29	
	CHECK NO. 85444		690.29
FEDEX			
56763 OVER NIGHT MAIL	737258320	152.92	
	CHECK NO. 85445		152.92
FIRESTONE STORES			
56883 TIRES	082333	20.00	
	CHECK NO. 85446		20.00
FRED GLINKE PLUMBING AND			
56877 WATER HEATER	27367	1512.00	
	CHECK NO. 85447		1512.00
FULLERS HOME & HARDWARE			
56905 ASST HARDWARE	49271	492.71	
	CHECK NO. 85448		492.71
FULLERS SERVICE CENTER IN			
56936 CAR WASHES/REPAIRS	698827/698756	687.00	
56937 DT PLOWING/CAR WASHES	111111	1013.00	
	CHECK NO. 85449		1700.00
G & K SERVICES			
56785 UNIFORMS	1028523936	274.18	
56870 UNIFORMS	1028526490	263.23	
	CHECK NO. 85450		537.41
GALLS AN ARAMARK COMPANY			
56788 UNIFORMS	511108430	244.49	
56830 FLARES	511107607	99.81	
56886 UNIFORMS	511122459/24878	166.07	
56890 PATROL EQUIPMENT	511124800	246.67	
56913 UNIFORMS	511121465/6146	38.99	
56914 UNIFORMS	511126941	78.17	
56925 FLASHLIGHT	511116106	125.48	
	CHECK NO. 85451		999.68
GOLFVIEW HILLS WOMENS			
56929 KLM REFUND	EN110128/19703	250.00	
	CHECK NO. 85452		250.00
HANSON AGGREGATES INC			
56770 SAND	5205956	396.54	
56898 SAND	5206328	409.67	

WARRANT REGISTER

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
HANSON AGGREGATES INC	CHECK NO. 85453		806.21
HASSETT, GINA	59340	110.24	
56817 REIMBURSEMENT	CHECK NO. 85454		110.24
HD SUPPLY WATERWORKS	2511553	584.00	
56768 WATER METERS	2526633/7561	1281.84	
56878 WATER METERS	CHECK NO. 85455		1865.84
HINSDALE BANK & TRUST	EN110125/19780	250.00	
56931 KLM REFUND	CHECK NO. 85456		250.00
HINSDALE MISERICORDIA	95242	150.00	
56833 CLASS REFUND	CHECK NO. 85457		150.00
HOLLAND HARDWARE	657917	1.76	
56882 GLASS	CHECK NO. 85458		1.76
IACP	1000970733	360.00	
56910 RENEWAL	CHECK NO. 85459		360.00
ILLINOIS MUNICIPAL	52678	37.50	
56834 HAND BOOK	CHECK NO. 85460		37.50
INDUSTRIAL ELECTRIC	193482	59.00	
56864 ELECTRICAL SUPPLIES	CHECK NO. 85461		59.00
INTERNATIONAL EXTERMINATO	21163390	208.00	
56897 EXTERMINATION FEES	CHECK NO. 85462		208.00
INTERSTATE BATTERY SYSTEM	33012548	179.90	
56832 BATTERIES	CHECK NO. 85463		179.90
IRMA	7768	527.00	
56821 VOLUNTEER INSURANCE	7727	2321.16	
56822 UST COVERAGE			

WARRANT REGISTER

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2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
IRMA			
56823 DECEMBER DEDUCTIBLES	10306	3.70	
	CHECK NO. 85464		2851.86
JAMES J BENES & ASSOC INC			
56762 PLAN REVIEW	1600-12/10	1600.00	
	CHECK NO. 85465		1600.00
JUST TIRES			
56868 REPLACEMENT TIRE	304755	164.00	
	CHECK NO. 85466		164.00
KOWAL, KAREN			
56831 MILEAGE REIMBURSEMENT	59530	72.97	
	CHECK NO. 85467		72.97
KRAMER FOODS			
56902 KITCHEN TEA	06222333	4.40	
	CHECK NO. 85468		4.40
LAMPS & SHADES LTD			
56837 LAMP SHADES	59336	201.40	
	CHECK NO. 85469		201.40
LEMONT POLICE DEPARTMENT			
56885 TRAINING	300-01/11	300.00	
	CHECK NO. 85470		300.00
LEXIS NEXIS RISK DATA MNG			
56924 CONTRACT FEE	130175120110131	151.50	
	CHECK NO. 85471		151.50
LINDCO EQUIPMENT SALES IN			
56816 DOUBLE PIN	20110107-P	156.80	
	CHECK NO. 85472		156.80
M E SIMPSON CO INC			
56862 WATER METERS	20845	1630.00	
	CHECK NO. 85473		1630.00
MCCANN INDUSTRIES, INC			
56824 HOSE/OIL	07128196	148.07	
	CHECK NO. 85474		148.07
MEYER, MIKE			
56930 KLM REFUND	EN110107/19784	250.00	
	CHECK NO. 85475		250.00

WARRANT REGISTER

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2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
MORRISSEY, CHRISTINE			
56943 BUS LICENSE REFUND	50	50.00	
	CHECK NO. 85476		50.00
MOTIVE PARTS CO FMP			
56923 AUTO PARTS	250736/252077	357.73	
	CHECK NO. 85477		357.73
MOTOROLA			
56778 RADIO INSTALL	SR94135	305.95	
	CHECK NO. 85478		305.95
NAPA AUTO PARTS			
56907 AUTO PARTS	146770/813	722.57	
	CHECK NO. 85479		722.57
NATIONAL CREATIVE			
56934 FEET	11044	62.98	
	CHECK NO. 85480		62.98
NEUCO INC			
56780 CONTROL REPLACEMENT	95087	1165.21	
	CHECK NO. 85481		1165.21
NEXTEL/SPRINT			
56787 CELL PHONES	977740515108	2232.73	
	CHECK NO. 85482		2232.73
NICOR GAS			
56809 YOUTH CENTER	9007790000-01/11	564.06	
56810 GENERATOR	3846601000-01/11	85.91	
	CHECK NO. 85483		649.97
NORTH AMERICAN SALT CO.			
56764 ROAD SALT	70631191	3318.27	
56773 ROAD SALT	70630213	6118.79	
	CHECK NO. 85484		9437.06
NUCO2 INC			
56840 POOL CHEMICALS	0R130149338	37.78	
	CHECK NO. 85485		37.78
NW 7686			
56826 HOSES	71180059	109.28	
	CHECK NO. 85486		109.28
PACIFIC TELEMANAGEMENT			

WARRANT REGISTER

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2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
PACIFIC TELEMANAGEMENT			
56872 PAY PHONES	248397	153.00	
	CHECK NO. 85487		153.00
PIECZYNSKI, LINDA			
56813 PROSECUTOR	5051	993.00	
	CHECK NO. 85488		993.00
PRAXAIR DISTRIBUTION, INC			
56767 POOL	38687546	19.59	
	CHECK NO. 85489		19.59
PRO SAFETY			
56781 SAFETY JACKETS	684690	75.75	
	CHECK NO. 85490		75.75
QUARRY MATERIALS, INC.			
56879 COLD MIX	40607	406.70	
	CHECK NO. 85491		406.70
RICCIO CONSTRUCTION CORP.			
56786 SEWER MAIN REPAIR	2046/2047/2048	8458.68	
	CHECK NO. 85492		8458.68
ROBBINS SCHWARTZ NICHOLA			
56819 DECEMBER LEGAL	234409	12969.82	
	CHECK NO. 85493		12969.82
ROCKHURST UNIVERSITY			
56812 SEMINAR	59367	99.00	
	CHECK NO. 85494		99.00
SAMS CLUB			
56906 ASST SUPPLIES	16673-01/11	166.73	
	CHECK NO. 85495		166.73
SCHUSTERICH, JO ANN			
56900 REFUND AFLAC OVERPAYMENT	6226470/6274020	346.80	
	CHECK NO. 85496		346.80
SECRETARY OF STATE			
56893 TITLE FEES	59562	95.00	
	CHECK NO. 85497		95.00
SERVICE FORMS & GRAPHICS			
56782 W2'S	135130	47.74	
56912 CARDS/LTR TRANSMITTAL	135248/135249	580.53	

WARRANT REGISTER #

1496

2/15/11

PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
SERVICE FORMS & GRAPHICS	CHECK NO. 85498		628.27
SHERWIN WILLIAMS	SS040485	77.18	
56865 RAIN GEAR	CHECK NO. 85499		77.18
STACY FERGUSON LAND	5144A	600.00	
56772 SURVEY	CHECK NO. 85500		600.00
TEES PLUS	342369	10.00	
56892 DARE	CHECK NO. 85501		10.00
THE HINSDALEAN	9630/78/9728/75	936.00	
56873 WEEKLY ADS	16732/31/30/33/1	732.00	
56899 VARIATION AMENDMENT	CHECK NO. 85502		1668.00
THE MARTIN COMPANY	166863	14.57	
56863 NAME PLATE	CHECK NO. 85503		14.57
TOTAL ENVIRONMENTAL	748	168.75	
56928 LEGAL FEES	CHECK NO. 85504		168.75
TRAFFIC CONTROL & PROTECT	68618	564.24	
56896 SIGNS	CHECK NO. 85505		564.24
TRANE	4888359R1	20.81	
56818 V BELT	4880994R1	69.76	
56825 BELTS	CHECK NO. 85506		90.57
UNITED POSTAL SERVICE	3000-01/11	3000.00	
56774 METER POSTAGE	CHECK NO. 85507		3000.00
UPS STORE #3276	10740/62/10909	124.74	
56935 UPS CHARGES	CHECK NO. 85508		124.74
VERIZON WIRELESS	2521436602	1.03	
56881 TELLUAR MODEUM			

WARRANT REGISTER

1496

2/15/11


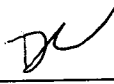
PAYEE VOU. DESCRIPTION	VENDOR INVOICE	INVOICE AMOUNT	CHECK AMOUNT
VERIZON WIRELESS	CHECK NO. 85509		1.03
VERIZON WIRELESS			
56922 MODEUMS	2523579759	645.15	
	CHECK NO. 85510		645.15
VILLAGE TAXI SERVICE, INC			
56815 SENIOR TAXI	313480	10.00	
	CHECK NO. 85511		10.00
WAREHOUSE DIRECT INC			
56784 OFFICE SUPPLIES	997224-0	63.35	
56874 ENG CHAIR	1018397-0	175.25	
	CHECK NO. 85512		238.60
WARREN OIL COMPANY			
56880 FUEL	1645599/5600	19393.66	
	CHECK NO. 85513		19393.66
WESCON UNDERGROUND			
56783 BACK HOE	3013	750.00	
	CHECK NO. 85514		750.00
WHOLESALE DIRECT, INC			
56869 LAMP	183274	38.00	
	CHECK NO. 85515		38.00
ZAZU SALON			
56944 PERMIT REFUND	R-062	151.00	
	CHECK NO. 85516		151.00
ZIEBELL WATER SERVICE			
56765 CLAMP	211241000	230.90	
56911 WATER MAIN SUPPLIES	211299000	1803.42	
	CHECK NO. 85517		2034.32
	GRAND TOTAL		297,289.85

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
Warrant Register # 1496

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Intergovernmental Personnel Benefit Cooperative 2/1/2011	February 2011 Contribution	Employee Health Insurance	145,010.05
Electronic Federal Tax Payment Systems 2/3/2011	Village Payroll # 3-Calendar 2011	FWH	39,372.20
Electronic Federal Tax Payment Systems 2/3/2011	Village Payroll # 3-Calendar 2011	FICA/MCARE	28,559.95
Illinois Department of Revenue 2/3/2011	Village Payroll # 3-Calendar 2011	State Tax Withholding	15,125.49
DuPage Credit Union 2/3/2011	Village Payroll # 3-Calendar 2011	Employee Withholding	5,685.19
ICMA - 457 Plans 2/3/2011	Village Payroll # 3-Calendar 2011	Employee Withholding	11,822.34
HSA Plan Contribution 2/3/2011	Village Payroll # 3-Calendar 2011	Employee Withholding	1,663.74
Illinois Municipal Retirement Fund 2/10/2011	Employee/Employer Contributions	January 2010 Wages	<u>87,219.94</u>
Total Bank Wire Transfers and ACH Payments			<u>334,458.90</u>
Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments			<u><u>631,748.75</u></u>

DATE: February 11, 2011

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER ACA		DEPARTMENT Administration		
ITEM Approval of changes to Compensatory Time Policy		Sandy Mikel		
		APPROVAL		
<p>Staff recommends that the Compensatory Time Policy in the Village's Personnel Policy be revised. The Fair Labor Standards Act allows employees of governmental entities to elect to receive compensatory time in lieu of overtime payment. Currently, the Village Personnel Policy requires earned compensatory time to be taken by April 30th. Any earned time that is not used by that date is paid out to the employee during the next regularly scheduled payroll. For Public Services employees, they normally work the most overtime during the winter months. Therefore, it is difficult for them to take earned compensatory time by the April 30th deadline. As a result, they usually elect to receive overtime pay instead of compensatory time. By eliminating the April 30th deadline in the compensatory time policy, employees will have a greater ability to actually use earned compensatory time and eliminate the need for the Village to pay out any earned compensatory time each fiscal year. This change would only be applicable to non-union employees as the compensatory time policy for union employees is governed by the collective bargaining agreement.</p> <p>If the Committee agrees with the Personnel Policy revisions, then the following motion would be appropriate:</p> <p>MOTION: To recommend Board approval of the revised Compensatory Time Policy in the Village of Hinsdale Personnel Policy.</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

COMPENSATORY TIME

Defined

In lieu of compensation as provided in the section entitled Overtime Pay, a nonexempt full time employee may, at the employee's discretion, select to be compensated in paid time off from work in accordance with FLSA Rules and Regulations. The choice of overtime or compensatory time should be reached prior to the performance of the assigned overtime. Certain assignments may be offered to the employee solely for the accrual of compensatory time and not be overtime eligible, so long as it is indicated by the Village ahead of time that the assignment is only compensatory time eligible and the employee agrees to such arrangement prior to the performance of the work.

Accrual

Compensatory time off shall be accrued at a rate equal to one and one-half (1 1/2) the number of hours actually worked in excess of forty (40) in any work week. For employees assigned to 37.5 hour workweek, compensatory time will be earned at strait time for hours worked in excess of 37.5 but less than 40. The first day of compensatory time each fiscal year shall be converted into dollars and paid into the employee's Post Employment Health Plan (PEHP).

Full-time shift firefighters shall receive benefits under this section on a pro-rated basis - 53 hrs/wk divided by 40 hrs/wk = 1.33 times the stated maximum.

When Taken

Accrued compensatory time off may be taken by the employee at times mutually agreeable to the employee and the Department Head. ~~Compensatory time off shall be paid at one and one-half (1 1/2) times their regular straight time rate of pay.~~

Maximum Accrual

Compensatory time off may be accrued up to a maximum of sixty (60) hours ~~at any time during any fiscal year. Compensatory time off accrued in a fiscal year shall be taken on or before April 30 of the current year.~~

End of Fiscal Year

~~After April 30 of each fiscal year, all accrued but unused hours of compensatory time off shall be stricken and each employee shall receive compensation for such hours accrued at the employee's straight time rate of pay, unless prior approval is received by the Department Head.~~

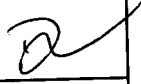

Pay Deductions

~~All required pay deductions shall be withheld from any payments made to any employee there under.~~

Termination of Employment

Any employee leaving the Village service after giving proper notice of such termination

of employment, shall be compensated for compensatory time accrued and unused at the date of separation at the employee's straight-time rate of pay. All required pay deductions shall be withheld from any payments made to any employee there under.

AGENDA SECTION ACA		ORIGINATING DEPARTMENT Administration		
ITEM Ordinance Approving Term Extension to HPTA Recreational License		APPROVED David C. Cook Village Manager 		
<p>In conjunction with the addition of two new paddle courts in KLM Park, attached for the Board's consideration is a ten year term extension to the recreational license agreement between the Village of Hinsdale and the Hinsdale Platform Tennis Association.</p> <p>If the Board concurs with the recommendation, the following motion would be appropriate:</p> <p>Motion: Move to Approve "An Ordinance Approving a Term Extension to the Recreational License Agreement Dated March 3, 2009, between the Village of Hinsdale and the Hinsdale Platform Tennis Association"</p>				
STAFF APPROVALS				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2011-_____

AN ORDINANCE APPROVING A TERM EXTENSION TO THE RECREATIONAL LICENSE AGREEMENT DATED MARCH 3, 2009, BETWEEN THE VILLAGE OF HINSDALE AND THE HINSDALE PLATFORM TENNIS ASSOCIATION

WHEREAS, the Village of Hinsdale (the "Village") is an Illinois municipal corporation organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*;

WHEREAS, the Hinsdale Platform Tennis Association (the "HPTA") is a not-for-profit Illinois corporation and has requested that the Village continue to permit it to use paddle tennis facilities on property at 5901-5911 South County Line Road, Hinsdale, Illinois (the "Property"), owned by the Village;

WHEREAS, the Village and HPTA previously entered into a Recreational License Agreement on March 3, 2009, for HPTA's use of the paddle tennis facilities on the Property, and the parties seek to extend the term of the Recreational License Agreement beyond its expiration date of March 3, 2011; and

WHEREAS, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Recreational License Agreement – Term Extension (the "Term Extension") between the Village and the HPTA, attached hereto and incorporated herein as Exhibit A.

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 Incorporated. The above recitals are incorporated herein as though fully set forth in this Section 1.

Section 2. Term Extension Approved. The Term Extension attached hereto and incorporated herein as Exhibit A is approved in substantially the form attached.

Section 3. Execution of Term Extension. The Village President is authorized and directed to execute the Term Extension on behalf of the Village in substantially the form attached.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

**EXHIBIT A – RECREATIONAL LICENSE AGREEMENT – TERM
EXTENSION**

RECREATIONAL LICENSE AGREEMENT – TERM EXTENSION

This Recreational License Agreement – Term Extension (hereinafter “Term Extension Agreement”) is executed on the date set forth below by and between the Village of Hinsdale, Illinois (the “Village”), and the Hinsdale Platform Tennis Association, a not-for-profit corporation (the “HPTA”, and together with the Village, the “Parties”).

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*
- B. The Village owns real property known as The Katherine Legge Memorial Park, which is located at 5901 – 5911 South County Line Road, Hinsdale, Illinois (the “Property”).
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations, and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property’s paddle tennis facilities (the “Paddle Tennis Facilities”) for the benefit of HPTA’s members and guests.
- E. The Parties seek to extend the Recreational License Agreement dated March 3, 2009, attached hereto as Exhibit A, subject to the terms and conditions set forth herein in this Term Extension Agreement.

NOW, THEREFORE, in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Term Extension Agreement by reference.
- 2. **Term.** The term of the Recreational License in the Recreational License Agreement dated March 3, 2009, is extended for ten (10) years from the date of March 3, 2011, and shall automatically expire on March 3, 2021.
- 3. **Terms and Conditions.** All terms and condition of the Recreational License Agreement dated March 3, 2009 shall remain the same and shall remain in full force and effect unless changed by the provisions of this Term Extension Agreement.
- 4. **Intergovernmental Agreement.** HPTA understands that the Village has entered into an Intergovernmental Agreement (IGA) with the Village of Burr Ridge, a copy

of which is attached. HPTA agrees to comply with the conditions contained in the IGA related to use and operation of the platform tennis courts subject to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Term Extension Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

President of the Board of Trustees

President

ATTEST:

ATTEST:

Village Clerk

Secretary

EXHIBIT A – RECREATIONAL LICENSE AGREEMENT DATED MARCH 3, 2009

RECREATIONAL LICENSE AGREEMENT

This Recreational License Agreement (the "Agreement") is executed on March 3, 2009, by and between the Village of Hinsdale, Illinois (the "Village"), and the Hinsdale Platform Tennis Association, a not-for-profit corporation ("HPTA", and together with the Village, the "Parties").

RECITALS

- A. The Village is a unit of local government organized pursuant to and in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*
- B. The Village owns real property known as The Katherine Legge Memorial Park, which is located at 5901 - 5911 South County Line Road, Hinsdale, Illinois (the "Property").
- C. The Property contains recreational and social facilities, which the Village regularly permits individuals, organizations, and entities to use, subject to certain terms and conditions of use.
- D. HPTA is a not-for-profit Illinois corporation, and has requested that the Village permit it to regularly use the Property's paddle tennis facilities (the "Paddle Tennis Facilities") for the benefit of HPTA's members and guests.
- E. In consideration of the Village's agreement to permit HPTA to use the Paddle Tennis Facilities on a continuing and pre-scheduled basis during the term of this Agreement, HPTA agrees to use the Paddle Tennis Facilities in strict accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above-recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

- 1. **Recitals.** The above recitals are incorporated into and made a part of this Agreement by reference.
- 2. **Recreational License.** The Village hereby grants a non-exclusive, revocable license (the "Recreational License") to HPTA, subject to the termination provisions of this Agreement, to use the Paddle Tennis Facilities for the sole purpose of practicing and playing tennis, and for no other purpose. HPTA expressly acknowledges that this Recreational License is not an interest in real or personal property. HPTA shall not under any circumstance record this Agreement or any document pertaining to this Agreement in any recorder's office, or with any other governmental body or agency.

3. **Term.** The term of the Recreational License shall commence upon the execution of this Agreement, and shall automatically expire on March 3, 2011 unless sooner terminated in accordance with the terms and conditions of this Agreement.
4. **Termination.** This Agreement and the Recreational License may be terminated by the Village at any time, for any reason, in the Village's sole discretion, upon fourteen (14) days written notice to HPTA. Upon HPTA's receipt of such notice, this Agreement shall terminate automatically.
5. **HPTA's Performance.** At all times during the term of this Agreement, HPTA shall act or refrain from acting as follows:
 - a. HPTA shall comply with all applicable federal, state, and municipal laws, statutes, ordinances, rules and regulations in its use of the Paddle Tennis Facilities;
 - b. HPTA shall take such reasonable actions as needed to ensure that its use of the Paddle Tennis Facilities do not unreasonably interfere with the normal and ongoing activities of the Village and other permitted users of the Property;
 - c. Immediately after each occasion on which it uses the Paddle Tennis Facilities, HPTA shall promptly remove any trash or debris left by its members or guests, and shall promptly remedy any damage to the Paddle Tennis Facilities and/or the Property caused by HPTA's members or guests, so as to restore the Paddle Tennis Facilities and the Property to the same condition as existed prior to any use by HPTA;
 - d. HPTA shall not perform or cause to be performed any improvement to, or modification of, the Paddle Tennis Facilities or the Property unless and until it receives express, prior, written authorization from the Village.
6. **Scheduling.** HPTA's use of the Paddle Tennis Facilities is limited to those seasonal dates listed on Exhibit A, which is attached hereto and incorporated herein by reference, and to those other dates and times on which the Parties may later agree. If a scheduling conflict arises where the Village and HPTA each anticipate using the Paddle Tennis Facilities to the exclusion of the other, the Village's anticipated needs shall have priority over HPTA's anticipated needs to the extent of the conflict. If a scheduling conflict arises between HPTA and any other permitted user of the Paddle Tennis Facilities, the first party to have made a written reservation with the Village for use of the Paddle Tennis Facilities shall have priority. The Parties shall cooperate in good faith to avoid any such scheduling conflict.


7. **Liability and Risk of Loss.**

- a. **Indemnity.** HPTA shall indemnify and hold the Village, its elected officials, administrators, employees, attorneys, agents, and representatives (collectively the "Indemnitees") harmless from any and all losses, injuries, claims, causes of action, demands, liabilities, damages, expenses, costs, and/or attorneys' fees that any of the Indemnitees may incur, which arise out of, result from, or occur in connection with HPTA's performance and/or breach of any of HPTA's duties under this Agreement, or any other act or omission of HPTA that relates in any way to this Agreement, or to HPTA's use of the Paddle Tennis Facilities or the Property. This duty to indemnify shall survive expiration or termination of this Agreement.
 - b. **Insurance.** At all times during the term of this Agreement, HPTA shall maintain insurance policies with coverages and limits as provided in Exhibit B, and shall comply with all terms and conditions contained in Exhibit B, which is attached hereto and incorporated herein by reference.
 - c. **Non-Waiver of Defenses.** Neither the above indemnification provision, insurance provision, nor any other provision of this Agreement, is intended to constitute the waiver of any immunity or defense held by the Village under the statutes or common laws of the State of Illinois.
8. **Attorneys' Fees to Village as Prevailing Party.** If the Village brings any cause of action against HPTA for any material or immaterial breach of this Agreement, in the event the Village prevails in such action, as determined by the Court, HPTA shall be liable to pay the Village's attorneys' fees, expenses, and court costs incurred in connection with such action.
9. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing, shall be deemed received when sent, and shall be sent by U.S. mail addressed to the addressees listed below:
- | | |
|--|--|
| Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521 | Hinsdale Platform Tennis Association
Bill O'Brien, President
9515 Southview Avenue
Brookfield, IL 60513 |
|--|--|
10. **Integration; No Oral Modification.** This Agreement represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, and promises, both oral and written, are deemed merged into this Agreement, and are of no force or effect. This Agreement may not be modified orally. Any modification of this Agreement must be in writing and signed by both Parties to be enforceable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

VILLAGE OF HINSDALE

HINSDALE PLATFORM TENNIS
ASSOCIATION

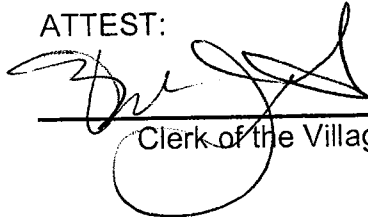


President of the Board of Trustees



President

ATTEST:



Clerk of the Village of Hinsdale

ATTEST:

Secretary

EXHIBIT A – HPTA's Seasonal Dates For Use of Paddle Tennis Facilities

October 15 through April 15 of each year during the term of the Recreational License

EXHIBIT B – INSURANCE COVERAGES AND LIMITS

1. Insurance Coverage

- A. At all times during the term of this Agreement, HPTA shall procure and maintain, in full force and effect, general liability, comprehensive automobile liability, and umbrella / excess liability insurance policies which cover personal injury and property damage.
- B. HPTA shall procure all such policies from a company or companies authorized to do business in Illinois and licensed by the Illinois Department of Financial and Professional Regulation, rated with an "A" or better in the current edition of Best's Key Rating Guide, or which is otherwise pre-approved in writing by the Village.
- C. Each of the above-referenced policies shall have the following minimum coverage limits:

- a. Comprehensive General Liability and Automobile Liability

- Bodily Injury

\$1,000,000 per occurrence

-

\$2,000,000 aggregate

- Personal Injury

\$1,000,000 per occurrence

-

\$2,000,000 aggregate

- b. Umbrella / Excess Coverage

\$3,000,000

- 2. **Additional Insured.** Each of the policies procured and maintained by HPTA in accordance with this Agreement shall name the Village, its elected officials, administrators, employees, attorneys, agents, and representatives as additional insured, shall expressly insure the indemnification provision in Section 7.a of this Agreement, and shall provide that each respective policy shall not be terminated, cancelled, or materially changed without at least thirty (30) days advanced written notice to the Village.
- 3. **Certificates of Insurance.** Prior to the beginning of the term of this Agreement, and on or before January 1st of each year during the term of this Agreement, HPTA shall submit to the Village copies of each of HPTA's certificates of insurance evidencing the procurement and maintenance of the above-referenced policies in accordance with this Agreement.

4. **Non-Payment of Insurance Premiums.** In the event any of the above-referenced policies is terminated, cancelled, or materially changed at any time, the Village may give written notice to HPTA, identifying the policy terminated, cancelled, or materially changed and requesting that HPTA cause such policy to conform to the requirements of this Agreement. In the event HPTA fails to cause such policy to conform to the requirements of this Agreement within seven (7) days after receipt of such notice, the Village may, in its sole discretion, take such actions and pay such expenses as are reasonably necessary to procure such deficient policy and/or cause it to conform to the requirements of this Agreement. In that event, HPTA shall be liable to the Village for all costs, expenses, and attorneys fees incurred by the Village in procuring such policy or causing it to conform to the requirements of this Agreement.

s/contracts/paddle tennis 09

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM Case A-36-2010 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 9-106, as it relates to projecting signs and staff review of code compliant signs	APPROVAL
<p>The Applicant, the Village of Hinsdale, has submitted an application to amend Section 9-106 (Signs) of the Village of Hinsdale Zoning Code, as it relates to projecting signs and staff review of code compliant signs.</p> <p>At a special meeting of the Economic Development Commission (EDC) on Tuesday, October 26, 2010, members considered the idea of a text amendment to the sign chapter of the Village's Zoning Code.</p> <p>Specifically discussed were: (1) administrative approval of code-compliant signs and (2) projecting signs for first floor businesses. The first element of the text amendment is intended to streamline the approval process, thereby reducing cycle time for applicants. The second element of the text amendment is intended to improve the visibility of first floor businesses, thereby raising awareness of Hinsdale's individual offerings to passersby and enhancing the streetscape.</p> <p>In both instances, the intention is to aid the Village in an effort to become more business-friendly without compromising the charming physical character of its business districts.</p> <p>Based upon feedback received at a recent meeting of the ACA Committee, the portion of the proposed text amendment to permit administrative approval of code-compliant signage would include a courtesy review by the Chairman of the Plan Commission, who would have the option of requesting that the proposed sign be considered at a meeting of the Plan Commission (reflecting current process).</p> <p>Both ideas of this potential text amendment received unanimous approval by members of the Economic Development Commission (6-0 vote) at their special meeting of October 26, 2010.</p> <p>At the Plan Commission meeting of December 8th, 2010, the Commission was generally in support of the amendment, but wanted to see more specific language regarding the timeframe in which the Village Manager and Plan Commission Chair were required to take action on a sign request. The requested ordinance changes were provided and at the Plan Commission meeting of January 12, 2011 the Commission reviewed the revised language. After deliberations and the request to modify additional language, it was recommended, unanimously (6-0) that the text amendment to Section 9-106, as it relates to projecting signs and staff review of code compliant signs, be approved subject to the requested language changes, which generally included:</p> <ol style="list-style-type: none"> 1) Reversing the approval process to require the Village Manager's sign off prior to the Plan Commission Chairman's. 2) The requirement to act on a complete sign application within 15 business days from the date of application. 3) Excluding from the administrative review process, new ground signs and existing ground signs that require structural alteration. 4) Amending the language in 11-607D(2) to reflect a more affirmative language. <p>Attached are the approved findings and recommendation from the Plan Commission and the ordinance.</p>	

MOTION: Move that the Board of Trustees approve an "Ordinance Amending Article IX (District Regulations of General Applicability), Section 9-106 (Signs), Subsection J (District Regulations For All Other Districts) and Article XI (Zoning Administration and Enforcement), Part VI (Amendments and Special Approvals), Section 11-607 (Sign Permit) of the Hinsdale Zoning Code".

APPROVAL 	APPROVAL 	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION: On January 24, 2011, the Zoning and Public Safety Committee moved to forward on the request to the Board of Trustees with no recommendation.

BOARD ACTION:

HINSDALE PLAN COMMISSION

RE: Case A-36-2010 - Applicant: Village of Hinsdale – Request: Text Amendment to Section 9-106, as it relates to projecting signs and staff review of code compliant signs

DATE OF PLAN COMMISSION REVIEW: December 8, 2010 & January 12, 2011

DATE OF ZONING AND PUBLIC SAFETY REVIEW: January 24, 2011

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, The Village of Hinsdale, submitted an application to amend Section 9-106, as it relates to projecting signs and staff review of code compliant signs
2. The Plan Commission heard a summary of the text amendment from staff at the Plan Commission meeting of December 8, 2010.
3. The Plan Commission generally supported the nature of the proposal, but expressed serious concerns with the number of businesses putting up illegal signs without their approval.
4. Staff acknowledged the Commission's concerns and while not directly related to the provisions of the proposed text amendment, identified their willingness to investigate with code enforcement/community development a way to address the situation.
5. The Commission also requested to see more specific language regarding the timeframe in which the Village Manager and Plan Commission Chair were required to take action on a sign request, as well as a position from the Village Attorney on the appropriateness of distributing all requests to all Commissioners for their review and comments.
6. At the Plan Commission meeting of January 12, 2011, staff provided the Commission with amended language and a position from the Village Attorney that identified a conflict with a Commission-wide review of administrative signage and the Open Meetings Act.
7. The Commission offered some final amendments to the language, but was comfortable sending the request on subject to these changes being made.
8. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

II. RECOMMENDATIONS

The Village of Hinsdale Plan Commission, by a vote of six (6) "Ayes", zero (0) "Nays" and three (3) "Absent" recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended

subject to the recommended language changes which includes amending the language in which the Village Manager and the Chairperson approve a request, a 15 day deadline from the date of submittal to take action on an application and the exclusion of new monument signs and existing monument signs requiring structural alterations from the administrative approval process.

THE HINSDALE PLAN COMMISSION

By: _____

Chairman

Dated this 9th day of February, 2011.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ARTICLE IX (DISTRICT REGULATIONS OF
GENERAL APPLICABILITY), SECTION 9-106 (SIGNS), SUBSECTION J
(DISTRICT REGULATIONS FOR ALL OTHER DISTRICTS) AND
ARTICLE XI (ZONING ADMINISTRATION AND ENFORCEMENT), PART
VI (AMENDMENTS AND SPECIAL APPROVALS),
SECTION 11-607 (SIGN PERMIT) OF THE HINSDALE ZONING CODE
(Plan Commission Case No. A-36-2010)**

WHEREAS, the Applicant, the Village of Hinsdale ("Village"), seeks to amend Article IX (District Regulations of General Applicability), Section 9-106 (Signs), Subsection J (District Regulations) of the Hinsdale Zoning Code to amend certain provisions regarding signs in the B-2 Central Business District and Article XI (Zoning Administration and Enforcement), Part VI (Amendments and Special Approvals), Section 11-607 (Sign Permit) of the Hinsdale Zoning Code regarding the processing of sign permit applications ("the Application"); and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on December 8, 2010 and January 12, 2011, pursuant to notice thereof properly published in the *Hinsdalean* on November 18, 2010, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application subject to numerous conditions and recommendations, all as set forth in the Plan Commission's Findings and Recommendations for Plan Commission Case No. A-36-2010; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village of Hinsdale, at a public meeting on January 24, 2011, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the President and Board of Trustees have determined that it is appropriate to amend the Hinsdale Zoning Code as provided 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. Amendment of Section 9-106. Article IX (District Regulations of General Applicability), Section 9-106 (Signs), Subsection J (District Regulations for All Other Districts) of the Hinsdale Zoning Code is amended by deleting the following overstricken language and adding the underlined language to read as follows:

Sec. 9-106. Signs:

* * * *

J. District Regulations For All Other Districts: In all districts other than the residential districts, the open space district, the B-1 district, and the O-1 district, signs shall be permitted as follows:

* * * *

3. Number Of Signs Permitted Per Lot:

* * * *

(e) One projecting sign, consisting of not more than two (2) faces, for each building in the B-2 district, ~~for those businesses located above the ground floor or for any business with pedestrian access via an alleyway,~~ which shall be counted toward the maximum number of signs allowed; plus

* * * *

4. Maximum Gross Surface Area Of Signs Permitted:

* * * *

(f) Projecting signs: Not to exceed three (3) square feet per sign face, with each face having a horizontal dimension of twenty four inches (24") and a vertical dimension of eighteen inches (18"), nor more than two (2) faces per sign. For buildings with multiple businesses or tenants, with a maximum of three (3) square feet per sign face, plus the square footage equivalent of five percent (5%) of a building's linear frontage, with a maximum total sign face area of five (5) square feet.

and a maximum of two faces per sign and no more than two (2) business or tenant names per sign face; plus

*

*

*

*

Section 3. Amendment of Section 11-607. Article XI (Zoning Administration and Enforcement), Part VI (Amendments and Special Approvals), Section 11-607 (Sign Permit) of the Hinsdale Zoning Code is amended by deleting the following overstricken language and adding the underlined language to read as follows:

Sec. 11-607. Sign Permit:

A. *Authority:* The ~~plan commission~~ village and plan commission may, in accordance with the procedures and standards set out in this section, grant sign permits authorizing the construction and maintenance of signs subject to the regulations of section 9-106 of this code and the standards stated in this section.

B. *Purpose:* The sign regulations and standards set forth in this code are intended to protect the health, safety, and welfare of village residents by establishing specific conditions and limitations on development of all signs in the village. The sign permit process is designed to ensure that all such regulations and standards have been satisfied.

C. *Parties Entitled To Seek Sign Permits:* An application for a sign permit may be filed by the owner of, or any person having a contractual interest in, the property on which the sign is proposed to be located.

D. *Procedure:*

1. *Application:* Applications for sign permits shall be filed in accordance with the requirements of section 11-301 of this article.

2. *Administrative Approval Of Signs:* Sign permit applications that meet the requirements of this section and Section 9-106 of this code may be approved by the plan commission chairperson, subject to the technical review and approval for code compliance by the Village Manager; provided, however, that such review and approval, if granted, shall occur within 15 days of the submission of a complete application. Completed applications not approved by the chairperson within such time period shall automatically be referred to the plan commission for action. The plan commission chairperson may forward

a sign permit application to the plan commission for review and approval pursuant to this section at the chairperson's sole discretion. Administrative or plan commission chairperson approval shall not be available for applications for newly installed ground signs or structural alterations to existing ground signs.

~~2.~~ *3. Action By Plan Commission:* Within sixty (60) days following the ~~proper filing~~ referral of a completed application to the plan commission, the plan commission shall either grant the sign permit or, by written resolution stating the reasons therefor, deny the application or grant the application with modifications or conditions. The failure of the plan commission to act within sixty (60) days, or such further time to which the applicant may agree, shall be deemed to be a decision granting the sign permit.

E. Standards For Sign Permits: No sign permit shall be granted pursuant to this section unless the applicant shall establish that:

1. *Visual Compatibility:* The proposed sign will be visually compatible with the building on which the sign is proposed to be located and surrounding buildings and structures in terms of height, size, proportion, scale, materials, texture, colors, and shapes.

2. *Quality Of Design And Construction:* The proposed sign will be constructed and maintained with a design and materials of high quality and good relationship with the design and character of the neighborhood.

3. *Appropriateness To Activity:* The proposed sign is appropriate to and necessary for the activity to which it pertains.

4. *Appropriateness To Site:* The proposed sign will be appropriate to its location in terms of design, landscaping, and orientation on the site, and will not create a hazard to pedestrian or vehicular traffic, detract from the value or enjoyment of neighboring properties, or unduly increase the number of signs in the area.

F. Authority To Modify Certain Sign Regulations:

1. *Authority:* Subject to the standards and limitations set forth in this subsection F, the plan commission shall have the authority, in connection with the granting of a sign permit pursuant to this section, to modify the provisions of section 9-106 of this code in those specific instances enumerated in subsection F2 of this section and in

accordance with each of the standards enumerated in subsection F3 of this section.

2. *Permitted Modifications:* The commission may modify the provisions of section 9-106 of this code only as follows:

(a) To decrease to any degree, or to increase by not more than twenty percent (20%), the minimum or maximum allowable height from grade of any sign.

(b) To increase by not more than five percent (5%) the maximum area of signage otherwise allowed.

(c) To increase by not more than one sign the maximum number of signs of any functional type otherwise allowed.

(d) To allow not more than one of the following signs to be located on a lot where signs of such functional types are not otherwise allowed: business sign, identification sign, joint identification sign, off premises identification sign, and public service sign.

(e) To adjust the required spacing between any signs or structures.

3. *Standards For Modifications:* No modification shall be granted pursuant to this subsection F unless the applicant properly applies for the specific relief required and the applicant establishes compliance with all of the following standards:

(a) *General Standard:* Carrying out the strict letter of the provisions of section 9-106 of this code would create a particular hardship or a practical difficulty not caused by an act or omission of the applicant.

(b) *Unusual Physical Limitations:* The subject property or the structure on which the sign is proposed to be located is burdened with an unusual physical limitation, such as an irregular shape, unusual geographic location, exceptional topographical feature, or other extraordinary physical condition, that is peculiar to the subject property and that is more than merely an inconvenience or cost consideration to the applicant.

(c) *Adverse Impacts:* The modification, if granted, would have no adverse impact on any abutting or adjacent property and no adverse impact on the essential character of any part of or all of the neighborhood of the subject property.

(d) *Public Health And Safety*: The modification, if granted, would have no adverse impact on, and would not endanger, the public health or safety.

(e) *Compliance With Permit Standards*: The application satisfies the standards of subsection E of this section.

G. *Conditions On Sign Permits*: The village manager and plan commission chairperson or the plan commission, as applicable, may impose such conditions and limitations concerning the construction and maintenance of a sign upon the grant of a sign permit as may be necessary or appropriate to ensure satisfaction of the standards set forth in this section and the purposes and objectives of this code and to minimize any adverse effects upon other property in the vicinity. Such conditions shall be expressly set forth in the permit issued by the village manager or the written resolution granting the sign permit by the plan commission. Violation of any such condition or limitation shall be a violation of this code and shall constitute grounds for revocation of the sign permit.

H. *Effect Of Issuance Of A Sign Permit*: The granting of a sign permit by the village manger and the plan commission chairperson or the plan commission, as appropriate, shall not authorize construction or maintenance of any sign, but shall merely authorize the preparation, filing, and processing of applications for any other permits or approvals that may be required by the codes and ordinances of the village, including, but not limited to, a building permit.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED this ____ day of _____ 2011.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2011.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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