## VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING August 14, 2012

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, August 14, 2012 at 7:30 p.m.

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

Absent: None

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

### PLEDGE OF ALLEGIANCE

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

### APPROVAL OF MINUTES

### Regular Meeting of June 19, 2012

Corrections were made to the minutes. Trustee Elder moved to approve the minutes of the regularly scheduled meeting of June 19, 2012, as amended. Trustee Saigh seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

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### Regular Meeting of July 17, 2012

Corrections were made to the minutes. Trustee LaPlaca moved to approve the minutes of the regularly scheduled meeting of July 17, 2012, as amended. Trustee Saigh seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

### CITIZENS' PETITIONS

None.

### RECOGNITION OF PERSONS PROVIDING ASSISTANCE TO THE POLICE DEPARTMENT

Deputy Chief Mark Wodka described the events of July 10<sup>th</sup>, wherein Mr. Richard Dynis, persistently chased a suspect which assisted the police in the suspect's apprehension. Chief Bloom commented that this is a dangerous situation, but that Mr. Dynis has earned their appreciation. President Cauley presented a certificate to Mr. Dynis.

### SWEARING IN OF FIRE DEPARTMENT PERSONNEL

President Cauley administered the oath of office as follows: Nicholas McDonough – Probationary Fire Fighter/Paramedic, Bill Claybrook – Lieutenant and David DeWolf – Captain. Chief Ronovsky noted that it is Captain Bill O'Rourke's last day, he has served on the Hinsdale Fire Department for 26 ½ years and has done a wonderful job.

### VILLAGE PRESIDENT'S REPORT

President Cauley reported the results from the Illinois Policy Institute Transparency website audit. Six months ago the Village received a score of 51.2%. Director of Finance Langlois and Technology Coordinator Amy Pisciotto put in a lot of work and we now have a passing grade of 81.2%. The criteria looked at for the audit is contact information for public officials and staff, meeting information, budget information and salary information. The score wasn't perfect because of salary and contract information. The Village has elected to publish salary

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ranges instead of employee names and their salaries on the web in an effort to protect the privacy of its employees. This information is always available with a Freedom of Information request. With respect to contracts, it is a matter of time and money. Contract summary information is posted on the web and copies of any contract can also be requested through FOIA.

In connection with our \$5 million 2012 General Obligation bond offering for infrastructure work, the Village Received a AAA bond rating from Standard and Poors and Fitch rating services. That highest bond rating enabled the Village of get a favorable interest rate of 2.09% rate for 20 year bonds. He thanked Spear Financial and Mr. Langlois for their hard work.

#### CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

### Items Recommended by Administration & Community Affairs Committee

- a) Approval of the Community Pool Lap Lane rates
- b) Approval of a License Agreement between the Village of Hinsdale and the Hinsdale Swim Club for the 2013 through 2015 season
- c) Approval of a Paddle Tennis License Agreement with Mary Doten for a Period of One Year at the rate of \$5,871.00
- d) Award of Bid #1515 for Playground and Trail Grading to Hacienda Landscaping in the amount of \$12,200.00
- e) Award of Bid #1517 for Playground Installation to Hacienda Landscaping in the amount of \$14,278.00
- f) Award of Bid #1522 for the Lacrosse Field Grading and Drainage to McDonagh Demolition the amount of \$73,273.00
- g) Award of Bid #1523 for the Lacrosse Field Seeding and Blanket to Beverly Environmental in the amount of \$17,110.00
- h) Award of Bid #1524 for the Lacrosse Field Irrigation to Muellermist Irrigation Company in the amount of \$18,430.00

Trustee Geoga moved to approve the Consent Agenda, as presented. Trustee Saigh seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

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With respect to Item B, President Cauley thanked Park & Recreation Chair Matt Kluchenec and Member Susan Owens for their help. What started as a contentious issue has been worked through and all parties are happy.

### ADMINISTRATION AND COMMUNITY AFFAIRS

### **Accounts Payable**

Trustee Elder moved Approval and Payment of the Accounts Payable for the Period of July 7, 2012 through August 3, 2012 in the aggregate amount of \$3,871,858.99 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Angelo seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

## Ordinance Authorizing and Providing for the Issuance of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, for Municipal Improvements

President Cauley introduced the item. Trustee Geoga moved to approve an Ordinance Authorizing and Providing for the Issuance of \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, for Municipal Improvements. Trustee Elder seconded the motion. Trustee Geoga asked Mr. Kevin McCanna from Spear Financial, Inc. to provide a summary of the bond process. Mr. McCanna addressed the Board and explained the bidding and the rating process. He provided a packet explaining the AAA rating. Trustee Geoga thanked Mr. Cook and Mr. Langlois for their help with the rating agencies.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

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### Resolution Approving a Bond Record-Keeping Policy

President Cauley explained that this resolution formalizes the way the Village already handles bond record keeping. Trustee Geoga moved to approve a **Resolution Approving a Bond Record-Keeping Policy.** Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

### ENVIRONMENT AND PUBLIC SERVICES

Award Bid #1527 for Village Hall and Memorial Hall exterior painting in the amount of \$74,350.00 to Painters USA

President Cauley introduced the item and explained that the last bidding was unsuccessful because most of the contractors need some of their expenses paid before completion of the job. Director of Public Services noted that this company has worked for the Village before, they are bonded and he is confident they will complete the job as promised. Trustee LaPlaca moved to Award Bid #1527 for Village Hall and Memorial Hall exterior painting in the amount of \$74,350.00 to Painters USA. Trustee Saigh seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

### **ZONING AND PUBLIC SAFETY**

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

Adventist Hinsdale Hospital personnel addressed the Board and explained that they have received a safety award and would like to display a banner announcing their achievement. The proposed banner is 12' x 60' and would be installed on the northeast elevation of the hospital. Trustee Saigh moved to Approve a Permit for a Temporary use to allow an Oversized Banner at 120 N. Oak for the period of 8/15/12 through 12/31/12. Trustee Elder seconded the motion.

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Discussion followed wherein the Board expressed concerns about the size of the banner, it's impact in a residential area, existing restrictions and consistency of enforcement. The Board suggested moving the banner to the east side of the building and checking with area residents for approval. They will come back to the Board on September 4<sup>th</sup>. Trustee Saigh removed his motion from the table. No vote was taken.

### Cancel the Purchase of one 2012 Type I Modular Ambulance with Foster Coach/MEDTEC in the amount of \$189,357.00

President Cauley explained that upon receipt of a donation compromising half the cost of the ambulance the order was placed. However, the manufacturer is going out of business and this would be the last ambulance they build. Chief Ronovsky expressed concerns about the quality of the vehicle as a result and possible problems getting parts in the future. Trustee Saigh moved to Cancel the Purchase of one 2012 Type I Modular Ambulance with Foster Coach/MEDTEC in the amount of \$189,357.00. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

#### REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

#### ENVIRONMENT & PUBLIC SERVICES

Trustee LaPlaca referenced the Public Services memo commenting that resurfacing projects continue. Mr. Franco stated they expect completion in about 2-3 more weeks. She noted the increased number of water main breaks, due in part to the age of the pipes, but additionally the volume, temperature of the water and the drought may be causing the ground to shift. Trustee Angelo suggested more actively enforcing the watering restrictions.

Trustee LaPlaca stated there is a community working group and public hearing on the Oak Street Bridge coming up. Further, the pedestrian walkway has been closed by IDOT as unsafe; the Village will have to decide if repairs will happen to a bridge that will be replaced in a couple years anyway.

Director of Public Services George Franco explained to the Board that there is \$40,000 remaining in the budget from tree injections. He would like to spend the money on other large elm trees throughout the Village. Trustee Saigh said that makes sense to him and feels there is an urgency to this matter. Additionally, Mr. Franco pointed out that spending this money this year will reduce the funds needed next year. The Board concurs.

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### ZONING AND PUBLIC SAFETY

Trustee Saigh reported that the Committee did not meet in July, but the August agenda will include the draft ordinance for the cell antennas.

### ADMINISTRATION & COMMUNITY AFFAIRS

Trustee Geoga stated that all matters for ACA were on the Board agenda this evening.

### STAFF REPORTS

No repor	ts.
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### CITIZENS' PETITIONS

None.

### TRUSTEE COMMENTS

None.

### ADJOURNMENT

President Cauley asked for a motion to adjourn into Closed Session and not reconvene. Trustee Haarlow moved to adjourn the meeting of August 14, 2012 into Closed Session under 5 ILCS 120/2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, and not to reconvene. Trustee Elder seconded the motion.

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

NAYS: None ABSTAIN: None ABSENT: None

Motion carried.

Meeting adjourned at 8:32 p.m.

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

Christine M. Bruton, Village Clerk

### **MEMORANDUM**

TO:

**Board of Trustees** 

FROM:

David C. Cook, Village Manager

DATE:

August 30, 2012

RE:

Appointments to Fire Pension Fund Board

President Cauley would like to appoint the Lawrence Emmons and Mark Cuthbert to serve on the Fire Pension Board replacing Robert Juckniess and Peter Sfikas whose terms have expired. Resumes of the two new appointees are attached for the Board's information.

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

**Motion:** 

Move to approve the appointments of Lawrence Emmons and Mark Cuthbert to the Fire Pension Fund Board through April 30, 2015 as recommended by President Cauley.

### **David Cook**

From:
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Emmons

Sent:

Thursday, February 16, 2012 2:41 PM

To:

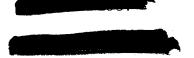
David Cook

Subject:

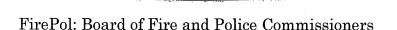
WWW Form Submission

Below is the result of your feedback form. It was submitted by Emmons (larryemmo@aol.com) on Thursday, February 16, 2012 at 14:40:56

lastname: Lawrence E.



address: 216 North Garfield Ave



FirePen: Finance Commission

PolPen: Police Pension Board

qualifications: I currently service and market 401k retirement plans. I am interested in the funding arrangements, employeee qualifications for benefits and feel I can add input as to selection of financial instruments, asset allocation etc.

community\_activities: Jaycees and Community House Board

biz\_prof\_background: Associated with Woodbury Financial Service, Inc currently and prior to that MONY and MassMutual Life.

educational: College Degree, BS. Graduate degrees from American College. Attended investment seminars at Harvard University.

Engage: Submit Application

### Larry Emmons Biographical Sketch

**Experience** Financial planner/insurance underwriter Mass Mutual Life

Financial planner/insurance underwriter Mutual of New York Now AXA Advisors, LLC

Woodbury Financial Services, Inc.

Insurance underwriter, tax and non tax qualified investments Including IRA, 401k Plans, Defined Benefit Pension Plans

Associations/

give.

Memberships Life Member The Million Dollar Round Table

Member of Society of Financial Professionals

Current Current

Present

Licenses

NASD Series 7, 6, 22, 65 & 68

Life Insurance, Health Insurance & Property Casualty

Industry/

Designations CLU, Charter Life Underwriter

ChFC, Chartered Financial Consultant RHU, Registered Health Underwriter IAR, Investment Advisor Representative

**Education** 

Quincy University Quincy, Il.

Bachelor of Arts, Business Administration

American College of Life Underwriting

Advanced Courses Completed, Estate Planning, Pension Planning Harvard University/ Advest Seminars, Modern Portfolio Theory

PERSONAL: Married, 3 children, 11 grandchildren. Hinsdale resident 44 years.

### **David Cook**

From:

Mark

\_\_\_\_\_

Sent:

Saturday, February 18, 2012 3:18 PM

To:

David Cook

Subject:

WWW Form Submission

Below is the result of your feedback form. It was submitted by Mark (cuthbert.mark@bcg.com) on Saturday, February 18, 2012 at 15:17:43

lastname: Cuthbert

address: 617 S. Washington

) 1 and 1 an

FirePol: Board of Fire and Police Commissioners

EDC: Economic Development Commission

Fin: Finance Commission

FirePen: Finance Commission

PolPen: Police Pension Board

**ZBA**: Zoning Board of Appeals

qualifications: I am interested in getting more involved in the village. I work as a management consultant and so am familiar with finance and economic development topics.

community\_activities: My wife was the assistant editor of the Hinsdalean and runs a local website for women in town (www.savvyhinsdale.com). I am active in the local republican party and am a Hinsdale precinct committeeman

biz\_prof\_background: Management consultant at BCG, prior work experience includes active duty military service

educational: MBA, HBS

BS in Meteorology, Naval Postgraduate School BA in Physics and Math at the University of Chicago

Engage: Submit Application

DATE: September 4, 2012

### REQUEST FOR BOARD ACTION

**BOARD ACTION:** 

AGEND. SECTIO	A N NUMBER	ORIGINATING DEPARTMENT Community Development
1	Referral - Case A-26-2012 – Applicant: Village of Hinsdale – Request: Text Amendment to Section 11-604(F)1 (Site Plan Review), as it relates to the approval process.	APPROVAL

Over the past several years Plan Commissioners, both past and present, have expressed concern and confusion as to why the zoning code identifies the site plan process as disapproval rather than approval. Currently as the code is written, if a Commissioner wants to recommend that a site plan be approved for a specific proposal, they are required to vote in the negative to approve it. This process has not only confused Commissioner's but has prompted several of them to question staff if it could be changed. As such, with direction from the ZPS and the Village Board, staff is prepared to work with the Village Attorney to draft appropriate language to accomplish the suggested changes to the Village of Hinsdale Zoning Code as it relates to site plan approval.

If the Committee concurs with staff's recommendation, the following motion would be appropriate:

MOTION: Move to recommend that the application be referred to the Plan Commission for review and consideration of a Text Amendment to Section 11-604 (Site Plan Review), as it relates to the language in the site plan review process.

APPROVAL	-APPROVAL /	APPROVAL	APPROVAL	MANAGER'S APPROVAL
<b>COMMITTEE ACTION:</b> On August 27, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.				
To restaura approva				



### VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

### **GENERAL APPLICATION**

### I. GENERAL INFORMATION

Applicant	Owner
Name: Village of Hinsdale	Name:
Address: 19 E. Chicago Avenue	Address:
City/Zip: Hinsdale, II. 60521	City/Zip:
Phone/Fax: 630-789-7030 /	Phone/Fax:/
E-Mail: N/A	E-Mail:
Others, if any, involved in the project (i.e. Arch	hitect, Attorney, Engineer)
Name:	Name:
Title:	Title:
Address:	Address:
City/Zip:	City/Zip:
Phone/Fax:/	Phone/Fax:/
E-Mail:	E-Mail:
<b>Disclosure of Village Personnel</b> : (List the name, and of the Village with an interest in the owner of record, the application, and the nature and extent of that interest)	Idress and Village position of any officer or employee Applicant or the property that is the subject of this
1) Sean Gascoigne - Village Planner	
2)	
3)	

### II. SITE INFORMATION

Address of subject property: N/A (Text Amendment)			
Property identification number (P.I.N. or tax number):			
Brief description of proposed project:	ents to Section 11-604 as it relates to site		
plan disapproval.			
General description or characteristics of the site: N/A			
Existing zoning and land use: N/A			
Surrounding zoning and existing land uses:			
North: North:	South:		
East: N/A	West: N/A		
Proposed zoning and land use: N/A			
Existing square footage of property: N/A	square feet		
Existing square footage of all buildings on the prope	rty: N/A square feet		
Please mark the approval(s) you are seeking and	attach all applicable applications and		
standards for each approval requested:			
Site Plan Disapproval 11-604	✓ Map and Text Amendments 11-601E Amendment Requested: Section 11-604		
Design Review Permit 11-605E			
Exterior Appearance 11-606E	Planned Development 11-603E		
Special Use Permit 11-602E Special Use Requested:	Development in the B-2 Central Business District Questionnaire		

### TABLE OF COMPLIANCE

The following table is based on the _	Zoning District.	
	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio		
(F.A.R.)*		
Maximum Total Building		
Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements	<i>'</i>	
-		
•		
	·	
Parking front yard setback		
Parking corner side yard		
setback		
Parking interior side yard		
setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure		
Information		
* Must provide actual square footage		
Where any lack of compliance is shown, sta application despite such lack of compliance	ate the reason and explain the Villago.	s a authority, it arry, to approve the

### CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

DANGATAIT	2, I/We have read the above certification, understand it, and agree
to abide by its conditions.	( flerde
Signature of applicant or authorized agent	Signature of applicant or authorized agent
Name of applicant or authorized agent	Name of applicant or authorized agent
SUBSCRIBED AND SWORN to before me this 215T day of OFFICIAL SEAL CHRISTINE M BRUTON	Morary Public

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/30/14



# COMMUNITY DEVELOPMENT DEPARTMENT ZONING CODE TEXT AND MAP AMENDMENT APPLICATION

Must be accompanied by completed Plan Commission Application

ls this a:	<b>Map Amendment</b>	O	<b>Text Amendment</b>
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Address of the subject property

Description of the proposed request:

#### **REVIEW CRITERIA**

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

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

- The consistency of the proposed amendment with the purpose of this Code.
   Several Commissioners, both current and past, have commented on this and expressed their desire to see this language change to clear up confusion in the code.
- 2. The existing uses and zoning classifications for properties in the vicinity of the subject property. N/A
- 3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.

  N/A

•	
<b>4</b> .	The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.  N/A
5.	The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.  N/A
6.	The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.  N/A
7.	The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
	N/A
8.	The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.  N/A
9.	The suitability of the subject property for uses permitted or permissible under its present zoning classification.  N/A
10.	The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.  N/A
11.	The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.  N/A

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

N/A

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

As stated previously, several Commissioners, both past and present, have expressed their desire to see this language change to the affirmative.

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

N/A

DATE: September 4, 2012

### REQUEST FOR BOARD ACTION

AGEND	<b>A</b> .	ORIGINATING DEPARTMENT
SECTIO	ON NUMBER	Community Development
ITEM	Referral - Case A-25-2012 – Applicant: Village of Hinsdale	APPROVAL
	- Request: Text Amendment to Section 9-106(F)9 (Signs),	·
	as it relates to Political Signage.	

Effective January 1, 2011, the Illinois General Assembly passed Public Act 096-0904, which among other things, effectively established that no Municipality, regardless of home rule status, may regulate the length of time a political campaign sign is displayed on a residential property. In addition to the restriction on the length of time, the Act also states that "reasonable restrictions" may also be placed on size. The current allowance for political signs is four square feet. As such, staff is requesting that the following amended language be forwarded on to the Plan Commission for review and approval for the removal of certain language from the Village of Hinsdale Zoning Code as it relates to political signage, as well as consideration to establish if the existing allowance of four square feet is a reasonable restriction:

9. Political signs. Such signs shall be limited to one sign of not more than four (4) square feet in area per lot and shall be located entirely on private property pursuant to the owner's consent. shall be erected not more than thirty (30) days before the election, and shall be removed within seven (7) days following such election.

If the Committee concurs with staff's recommendation, the following motion would be appropriate:

MOTION: Move to recommend that the application be referred to the Plan Commission for review and consideration of a Text Amendment to Section 9-106(F)9 (Signs), as it relates to political signs.

APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
<b>COMMITTEE ACTION:</b> On August 27, 2	012, the Zoning and l	Public Safety Comp	nittee unanimously moved

to recommend approval of the above motion.

**BOARD ACTION:** 



### VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

### **GENERAL APPLICATION**

### I. GENERAL INFORMATION

Name: Village of Hinsdale
Address:
Address: 19 E. Chicago Avenue City/Zip: Hinsdale, II. 60521 Phone/Fax: 630-789-7030 / E-Mail: N/A   Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)  Name:
City/Zip:   Hinsdale,    1. 60521
Phone/Fax: 630-789-7030
E-Mail:   M/A
Name:
Name:
Name:
Title:
Title:
Address:
City/Zip:
Phone/Fax:/
E-Mail:
E-Mail:
Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)  Sean Gascoigne - Village Planner  2)
<i>(a)</i>

### II. SITE INFORMATION

Address of subject property: N/A (Text Amendmen	nt)
Property identification number (P.I.N. or tax numbe	r):
Brief description of proposed project:	
	/A
General description or characteristics of the site:	
Existing zoning and land use: N/A	
Surrounding zoning and existing land uses:	
North: N/A	South: N/A
East: N/A	West: N/A
Proposed zoning and land use: N/A	·
Existing square footage of property:	square feet
Existing square footage of all buildings on the prope	erty: N/A square feet
Please mark the approval(s) you are seeking and standards for each approval requested:	d attach all applicable applications and
Site Plan Disapproval 11-604	Map and Text Amendments 11-601E
Design Review Permit 11-605E	Amendment Requested: Section 9-106
Exterior Appearance 11-606E	Planned Development 11-603E
Special Use Permit 11-602E Special Use Requested:	Development in the B-2 Central Business District Questionnaire

### TABLE OF COMPLIANCE

The following table is based on the	Zoning Distric	t.
	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio		
(F.A.R.)*		
Maximum Total Building		
Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
		·
Parking front yard setback		
Parking corner side yard		·
setback		
Parking interior side yard		
setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure		
Information  * Must provide actual square footage	l and parameters	
	e number and percentage.	

### CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

IF THE ACCOUNT		IN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR
Signature of application	nt or authorized agent	Signature of applicant or authorized agent  Name of applicant or authorized agent
SUBSCRIBED AND SWOR to before me this also de la company d	N ay of	OF ILLINOIS \$

MY COMMISSION EXPIRES:03/30/14



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

Must be accompanied by completed Plan Commission Application

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15	m	ıs	<b>a</b> :
	LII	13	и.

Map Amendment ( )

Text Amendment (•)



Address of the subject property N/A

**Description of the proposed request**: Text Amendment to Section 9-106 as it relates to political

signage

### **REVIEW CRITERIA**

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

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

- 1. The consistency of the proposed amendment with the purpose of this Code. The required changes are a result of and in line with the changes to the state statute, limiting a municipalities ability to regulate the length of time political sign may be erected.
- 2. The existing uses and zoning classifications for properties in the vicinity of the subject property. N/A
- 3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification. N/A

	The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.  N/A
5.	The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.  N/A
6.	The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.  N/A
7.	The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.
	N/A
8.	The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.  N/A
9.	The suitability of the subject property for uses permitted or permissible under its present zoning classification.
	N/A
10.	The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.
	N/A
11.	The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.  N/A

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

N/A

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

As stated previously, this change is in line with state statute regulations which limit a municipalities ability to regulate the length of time a political sign may be erected.

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

N/A

DATE: September 4, 2012

### REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development		
ITEM DAS Antenna Regulations	APPROVAL Robert McGinnis CD Director/Bldg. Commissioner		

Attached is a draft ordinance regulating Distributed Antenna Systems received from our village attorney. They suggested that the regulations be included within the Municipal Code in Title 7 and Title 13. The ordinance is a result of suggestions made by staff and discussions had at several ZPS meetings. In addition, the Village Attorney has had several discussions with AT&T to better understand and appreciate their position in this process. It should be noted that since the ZPS meeting of August 27<sup>th</sup>, the Village Attorney has amended the ordinance to add an application fee and revise the sections regarding ZPS and secondary Board review.

Based on this information, Staff is seeking a motion to recommend that these regulations be incorporated into the Municipal Code. If the Committee concurs with staff's recommendation, the following motion would be appropriate:

**MOTION:** To recommend to the Board of Trustees approval of an ordinance amending Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Article G (Construction of Utility Facilities in Rights of Way), and Title 13 (Telecommunications), Chapters 1 (General Provisions) and 6 (Fees and Compensation), relative to installations of Distributed Antenna Systems in Public-Rights-of-Way.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
	<b>ETION:</b> On August 2 oval of the above motion		nd Public Safety Com	nmittee unanimously moved
BOARD ACTION	:			

#### VILLAGE OF HINSDALE

0	RD	IN	AN	CE	١	10.		

AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND PROPERTIES),
CHAPTER 1 (STREETS AND SIDEWALKS), ARTICLE G (CONSTRUCTION OF UTILITY
FACILITIES IN RIGHTS-OF-WAY) AND TITLE 13 (TELECOMMUNICATIONS),
CHAPTERS 1 (GENERAL PROVISIONS) AND 6 (FEES AND COMPENSATION)
RELATIVE TO INSTALLATIONS OF DISTRIBUTED ANTENNA SYSTEMS IN PUBLIC
RIGHTS-OF-WAY

**WHEREAS,** the Village of Hinsdale ("Village") uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses; and

**WHEREAS,** the public rights-of-way within the Village are a limited public resource held in trust by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

**WHEREAS**, utility service providers, including electricity, telephone, natural gas and cable television and video service providers have placed, or from time to time may request to place, certain utility facilities in the public rights-of-way within the Village; and

WHEREAS, the President and Board of Trustees of the Village have previously adopted regulations, in Title 7 (Public Ways and Property) and Title 13 (Telecommunications) of the Village Code of Hinsdale ("Village Code"), among other places, in order to establish generally applicable standards for construction, installation, use, maintenance and repair of utility facilities on, over, above, along, upon, under, across, or within, the public rights-of-way of the Village; and

**WHEREAS,** growing demand for wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place distributed antenna systems and other wireless facilities on utility and street light poles and other structures in the public rights-of-way; and

WHEREAS, while State and federal law limit the authority of local governments to enact laws that prohibit or have the effect of prohibiting the provision of

telecommunications service, the Village does have the power, under existing State and federal law, to approve appropriate time, place and manner restrictions relative to distributed antenna systems and other wireless antenna installations in the public rights-of-way; and

WHEREAS, in light of the anticipated continuation of increased demand for placement of distributed antenna system facilities within the public rights-of-way, the Village President and Board of Trustees find and determine that it is necessary to and in the best interests of the public health, safety and general welfare to adopt the below amendments to Title 7 (Public Ways and Property) and Title 13 (Telecommunications) of the Village Code, as amended, in order to establish generally applicable standards for construction, installation, use, maintenance and repair of distributed antenna systems within the public rights-of-way of the Village (the "Code amendments"), so as to, among other things, (i) prevent interference with the use of streets, sidewalks, alleys and other public ways and places by the Village and the general public, (ii) protect against visual and physical obstructions to vehicular and pedestrian traffic, (iii) prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in public rights-of-way or property, (iv) protect against environmental damage, from the installation of utility facilities, (v) preserve the character of the neighborhoods in which facilities are installed, (vi) prevent visual blight, and (vii) assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations; and

**WHEREAS,** the Zoning and Public Safety Committee of the Village of Hinsdale Board of Trustees, at public meetings held on May 21, June 25 and August 27, 2012, considered the proposed Code Amendments and recommended approval of same.

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

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

**SECTION 2**: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 2 (Definitions), is amended by insertion of the following definition in the existing text:

"<u>DISTRIBUTED ANTENNA SYSTEM: A wireless telecommunications network with multiple spatially separated antenna nodes and related equipment mounted on existing infrastructure (typically power and/or telephone poles), all connected to a common</u>

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source via fiber optic cable or other transport medium, which provides enhanced coverage within a geographic area."

**SECTION 3**: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 4 (Permit Required; Applications and Fees), subsection D (Supplemental Application Requirements For Specific Types Of Utilities) is amended to read in its entirety as follows:

- "D. Supplemental Application Requirements For Specific Types Of Utilities: In addition to the requirements of subsection C of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:
- 1. In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;
- 2. In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;
- 3. In the case of water lines, indicate that all requirements of the Illinois environmental protection agency, division of public water supplies, have been satisfied;
- 4. In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois environmental protection agency, division of water pollution control, and other local or state entities with jurisdiction, have been satisfied; or
- 5. In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.
- 6. In the case of distributed antenna systems, state whether the applicant is seeking to place all or a portion of the system within a residential zoning district or design review overlay district and, if so, an explanation as to why placement of the system entirely outside of such districts would materially compromise the

functioning of the system or is otherwise impractical. Applications for installation of distributed antenna systems shall also include proof that the telecommunications carrier or provider is registered with the village pursuant to section 13-2-1 of this code. Each individual node or site where equipment is requested to be installed as part of a distributed antenna system shall be the subject of a separate application."

**SECTION 4**: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 5 (Action on Permit Applications), is amended to add a new subsection D., to read in its entirety as follows:

- <u>"D. Additional Village Review of Applications for Installation of Distributed Antenna Systems. Applications to install distributed antenna systems in the right-of-way are subject to the following application review and approval procedures.</u>
  - 1. <u>Initial Application Review. Upon submission of a completed application for installation of a distributed antenna system in the right-of-way, the village manager or his or her designee shall review the application for completeness and compliance with the requirements of this chapter, and for the location of the proposed system.</u>
  - 2. Administrative Approval of Non-Residential Application. If an application seeks installation of a distributed antenna system in right-of-way locations that are entirely outside of residential zoning districts and design review overlay districts, the village manager or his or her designee shall review the application and issue a permit pursuant to subsection A above upon finding that the proposed work conforms to the requirements of this article and applicable ordinances, codes, laws, rules and regulations.
  - 3. Zoning and Public Safety Committee Review and Recommendation Regarding Residential or Design Review Overlay District Applications. If an application seeks installation of a distributed antenna system in right-of-way locations that include any locations within a residential zoning district or design review overlay district, the application, upon being found to contain all required information and to be otherwise complete, shall be forwarded for review to the village's zoning and public safety committee. The zoning and public safety committee, upon receipt of an application seeking installation of a distributed antenna system in the right-of-way that includes locations within a residential zoning district or a design review overlay district, shall review the application at its next regularly scheduled meeting. Notice of the meeting at which the

application shall be considered shall be provided at least seven (7) days prior to the meeting via certified mail to all taxpayers of record of properties within 250 feet of any node proposed to be placed in a residential zoning district or within the village's design review overlay district at the address listed with the Treasurer of the applicable County for payment of real estate property taxes on the property. At the meeting where the application is considered, the zoning and public safety committee may seek input from the applicant, village engineer, village staff, residents and other concerned parties relative to the proposed system and its location. The committee may suggest alternative locations for location of the system or particular nodes and other equipment. The committee may continue the matter for additional input or submissions, or take other action as it deems necessary to reach a reasoned recommendation on the application. The zoning and public safety committee shall consider whether the application conforms to all village requirements for construction of utility facilities in the rights-of-way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any ZPS suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, and shall then either recommend approval of the application, with or without reasonable conditions, or recommend denial.

4. Secondary Board of Trustees Review and Recommendation Regarding Residential or Design Review Overlay District Applications. Following a recommendation on an application by the zoning and public safety committee, a seven (7) day waiting period shall commence. If, during the waiting period, the chair of the zoning and public safety committee receives a written request from the applicant, the village president or any single member of the board of trustees requesting a secondary review and recommendation on the application by the board of trustees, the application and any materials otherwise considered by the committee in its application review, along with the recommendation of the committee, shall be forwarded to the board of trustees for secondary review. Upon secondary review, the board of trustees shall consider such recommendation with respect to whether the application conforms to all village requirements for construction of utility facilities in the rights-of-way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any suggested alternative location within the residential zoning

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district or design overlay district, is necessary for effective technical functioning of the system, and and shall then either recommend approval of the application, with or without reasonable conditions, or recommend denial.

- 5. Administrative Approval of Residential or Design Review Overlay District Applications. Following recommendations on an application from the zoning and public safety committee and, if applicable, the board of trustees, the village manager or his or her designee, shall consider such recommendation(s) with respect to whether the application conforms to all village requirements for construction of utility facilities in the rights-of-way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, and shall either approve the application, with or without reasonable conditions, or deny the application.
- 6. <u>Time Limit for Village Consideration</u>. The village shall ensure that fully completed applications for installation of distributed antenna systems receive timely consideration. Unless otherwise acted on by the village, a fully completed application shall be deemed granted ninety (90) days after submission, provided the applicant has complied with applicable village codes, ordinances and regulations. The 90-day period can be extended by agreement."

**SECTION 5**: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 15 (Location of Facilities), is amended to add a new subsection J., to read in its entirety as follows:

### "J. Distributed Antenna Systems:

1. <u>Co-Location</u>; Existing Poles. All equipment related to a distributed antenna system shall be mounted/co-located on existing poles or other existing structures unless it can be shown by the applicant either that a new pole is required in order for the system to function effectively or that an alternate location will be less obtrusive and/or more beneficial to the public. Equipment may be housed in a cabinet at ground level only with the approval of the Village as to location and with appropriate screening. The design of any new pole requested shall be subject to approval by the Village Manager or zoning and public safety committee, as applicable.

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- 2. Visual Impact. An applicant seeking installation of a distributed antenna system must demonstrate that it has made efforts to blend or camouflage the system with existing facilities and surroundings or has otherwise screened or concealed the system from view. Approved blending methods include, but are not limited to, location of equipment other than antennas within a tree canopy or other inconspicuous location, use of green, brown or other colored equipment (if commercially available to the applicant) designed to mimic the colors and/or materials of the tree canopy, co-location structure or other environmental features or nearby structures, as well as use of textures and shapes as appropriate, all with the intent of minimizing the visual impact of the system. Unnatural colors and exposed cables are prohibited absent specific village approval.
- 3. <u>Minimum Height. All pole-mounted distributed antenna systems shall be installed at a minimum height of nine feet (9') above the ground. Equipment may be housed in a cabinet at ground level only with the approval of the Village as to location and with appropriate screening.</u>
- 4. <u>Maximum Height. Distributed antenna systems may not extend more than seven feet (7') above the height of the existing pole or other structure on which it is installed.</u>
- 5. <u>Size. Distributed antenna systems, including related equipment enclosures, shall conform to the size limitations in subsection A.5. above. Equipment enclosures shall not be oversized based on anticipated future needs unless specifically approved by the village.</u>
- 6. Residential Placements. Where distributed antenna systems are placed in residential or design overlay districts, every effort shall be made to avoid placement at right-of-way locations directly in front of a residence. If placement directly in front of a residence is absolutely necessary for technological reasons, the village has the right to require screening or impose other design mitigation requirements.
- 7. Alternative Locations. The village may request that a particular node or nodes be placed in an alternative location to that proposed by the applicant. Where a request for an alternative location is unable to be accommodated by an applicant, the applicant shall supply an explanation in writing as to why the

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suggested alternative location will materially compromise the functioning of the system or is otherwise impractical."

**SECTION 6**: Title 7 (Public Ways and Properties), Chapter 1G (Construction of Utility Facilities in Rights-of-Way), Section 7-1G-19 is amended to read in its entirety as follows:

### "7-1G-19: CLEANUP AND RESTORATION:

The utility shall, at its sole expense, remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the village manager. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the village manager for good cause shown."

**SECTION 7**: Title 13 (Telecommunications), Chapter 1 (General Provisions), Section 2 (Definitions), is amended by insertion of the following definition in the existing text:

"DISTRIBUTED ANTENNA SYSTEM: A wireless communications network with multiple spatially separated antenna nodes and related equipment mounted on existing infrastructure (typically power and/or telephone poles), all connected to a common source via fiber optic cable or other transport medium, which provides enhanced coverage within a geographic area."

**SECTION 8**: Title 13 (Telecommunications), Chapter 6 (Fees and Compensation), is amended by adding a new Section 13 (Distributed Antenna System Application Fee), to read in its entirety as follows:

## "13-6-13: DISTRIBUTED ANTENNA SYSTEM APPLICATION FEE:

Applications for installation of each distributed antenna system site that is subject to the zoning and public safety review and recommendation procedures set forth in section 7-1G-5.D.3. shall, to the extent such fee is consistent with applicable State laws, be subject to a one time application fee of two hundred and fifty dollars (\$250.00) relating to the review, issuance and administration of the application. Applicants are required to pay such fee at the date such application is submitted.

**SECTION 9**: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 10**: 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.

<b>PASSED</b> this day of 2012.	
AYES:	
NAYS:	
ABSENT:	
<b>APPROVED</b> by me this day of, 2012, and attested to by the Village Clerk this same day.	nе
Thomas K. Cauley, Jr., Village President	
ATTEST:	
Christine M. Bruton, Village Clerk	
This Ordinance was published by me in pamphlet form on the day, 2012.	of
Christine M. Bruton, Village Clerk	

STATE OF ILLINOIS	)	
COUNTY OF DUPAGE	)	SS
COUNTY OF COOK)		

**CLERK'S CERTIFICATE** I, Christine Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled: ORDINANCE NO. AN ORDINANCE AMENDING TITLE 7 (PUBLIC WAYS AND PROPERTIES), CHAPTER 1 (STREETS AND SIDEWALKS), ARTICLE G (CONSTRUCTION OF **UTILITY FACILITIES IN RIGHTS-OF-WAY) AND TITLE 13** (TELECOMMUNICATIONS), CHAPTERS 1 (GENERAL PROVISIONS) AND 6 (FEES AND COMPENSATION) RELATIVE TO INSTALLATIONS OF DISTRIBUTED **ANTENNA SYSTEMS IN PUBLIC RIGHTS-OF-WAY** which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the \_\_\_ day of \_\_\_\_\_, 2012, at which meeting a quorum was present, and approved by the President of the Village of I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit: NAYS: ABSENT: \_\_ I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this \_\_\_ day of \_\_\_\_\_, 2012.

# Village Clerk

[SEAL]

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DATE: September 4, 2012

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING DEPARTMENT
SECTION NUMBER	Community Development
ITEM Case A-30-2012 – Applicant: Zion Lutheran Church – Request:	
Major Adjustment to the approved Planned Development to allow a	APPROVAL
Music School and Tutoring Services as Permitted Uses.	

On April 6<sup>th</sup>, 2004 the Village Board passed an ordinance approving a Planned Development for Zion Lutheran Church which included the school at 125 S. Vine. Zion Lutheran is now proposing to add two additional uses, which would otherwise not be permitted in the IB District, and as such, is required to obtain a Major Adjustment to the Existing Planned Development to add these additional uses. As stated in the attached documents, the proposed uses would be to allow a tutoring service for ACT preparation 2-3 evenings a week and a music school, 4-5 evenings a week. It should be noted that during the Nurturing Wisdom special use process, the Village became aware that these uses were already operating and the applicant was instructed that they were not permitted and would need to apply for a major adjustment to the Planned Development. As such, the applicant is before the Committee and Board to request these two additional uses be permitted under their existing Planned Development.

Due to the nature of the request, a major adjustment to a Planned Development goes directly to the Village Board for action. The applicant has stated that they were unaware that these uses were not permitted and feel that the requested changes are in substantial conformity with the approved Planned Development. They feel that they are both appropriate given that both uses utilize a class room setting in an existing school and take place in the evening hours opposite Nurturing Wisdom.

Pursuant to Article 11, Section 11-603(K)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review. Should the Village Board feel the requested uses are suitable, the following motion would be appropriate:

MOTION: Move that the Board of Trustees approve an "Ordinance Approving a Major Adjustment to a Planned Development to Allow a Music School and Tutoring Service at 125 S. Vine Street."

				MANAGER'S	
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APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL	
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**COMMITTEE ACTION:** On August 27, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of a *temporary use* to allow the requested uses to continue operation at the subject property, while referring the major adjustment request to the Plan Commission to allow the applicant to properly notify neighbors of the request. It was recommended that the duration of the temporary use coincide with the Plan Commission process to allow the uses to continue while they went through the process. Based on their actions he following revised motion is appropriate:

Motion: Move to Refer to the Plan Commission Case A-30-2012 – Major Adjustment to the Approved Plan Development to allow a Music School and Tutoring Service as Permitted Uses at 125 S. Vine; and to Recommend Approval of a Temporary Use to Allow for a Music School and Tutoring Service at 125 S. Vine for a period of time to coincide with the Plan Commission process.

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## MAJOR ADJUSTMENT TO PLANNED DEVELOPMENT COMMUNITY DEVELOPMENT DEPARTMENT

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

		CHURCUS SCHOOL		
Address of proposed request:	125 S. VINE	HINSDALE, IL	- DAMA S ( 12)	a a \
Address of proposed request: Proposed Planned Developmen	it request: Amam	uses to INCUDE	2) TUTORING SCHOOL(82	199
Amendment to Adopting Ordin	ance Number: <u> </u>	004-15		
REVIEW CRITERIA				

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, be ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

EXISTING SCHOOL BUILDING SERVED AS ZION LUTHERAN SCHOOL UNTIL 2006 - BULLDING HAS 10 CLASSEDIMS AND GYM AND STAGE - CURRENTY & BULDING to BE USED BY NUTURING WISDOM NEW SCHOOL 5 DAYS UNTU 3- PROPOSED WAS tO INCUME MUSIC SCHOOL THAT WILL PROVINE LESSONS AFTER HELD SCHOOL HOURS 4-5 DAYS A WEER. OTHER REQUESTED USE IS POR ALC FOR ACT POZP AND THE LIKE-2-3 DAYS A WEEK-BOTH REGUESTS ARE . SERVED CLASSROOM SETTING



# VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

# **GENERAL APPLICATION**

#### I. GENERAL INFORMATION

Applicant Zion	Owner
Name: KEITH R. LARSON-PROPERTY MAR	Name: ZION LUTHERAN CHURCH
Address: 701 N. YORK ROOD	Address: 204 S. GRANT / 125 S. VINIZ
City/Zip: HINSDAZ, 1L 60521	Address: 204 S. GRANT / 125 S. VINIZ CHURCH SCHOOL City/Zip: HINSOALZ, IL 60521
Phone/Fax: 630 /476.2418	Phone/Fax: <u>630-323/0384</u>
E-Mail: KETHO KETTH LARSON ARCHITECT	
E-Mail: NEIJHO NEIJH LAHBON / AIRMINES	E-Mail: jalbert. 210N1999egmail. info@ 210nhinsdale.org.
Others, if any, involved in the project (i.e. Arc	hitect, Attorney, Engineer)
2 0	
Name: KENTY R. LARSON	Name:
Title: S ARCHITECT	Title:
Address: SZZ AGUVZ.	Address:
	City/Zip:
City/Zip:	Phone/Fax:/
E-Mail:	E-Mail:
D' 1 CY7H D 1 C	11 17711
<b>Disclosure of Village Personnel</b> : (List the name, as of the Village with an interest in the owner of record, the application, and the nature and extent of that interest)	• • • • • • • • • • • • • • • • • • • •
1)	
2)	
3)	

## II. SITE INFORMATION

Address of subject property: 125 6. VINE, HINSDAGE (SCHOOL) 204 6. GRANT  OP 12 110 606 (CHURCH)  Property identification number (P.I.N. or tax number): 09 12 110 007  OP 12 110 014  Brief description of proposed project: 09 12 110 015  TO USE 3-4 CLASSROOMS FOR POLLOWING USES  MUSIC GCHOOL TRACHING BAND INSTRUMENTS N MOST HOURS IMMEDIOTELY  AFTER OCHOOL HOURS—SESSIONS HONE 3-5 STUDENTS TEACH. 4.5  TUTORING SCHOOL—PREPARE POL ACT etc., Some Classes to  PREPARE WITH NUMBER 10 STUDENTS, others Will be Smaller 1 or 2  General description or characteristics of the sitel 2-3 DAYS A WEEK USE
FORMER ZION LUTHERAN SCHOOL BUILDING, 10 CLASSROOMS,
Police Con the short a
GYM. STAGE, REST ADDED USES
Existing zoning and land use:
Surrounding zoning and existing land uses:
North: 0.1, OFFICE South: 18, INSTITUTIONAL BUILD?M.  East: 0.1, OFFICE West: R4, SINGLE FAMILY
East: 0-1, OFFICE West: RY, SINGLE FAMILY
Proposed zoning and land use: <u>Same</u>
Existing square footage of property: 101,849 square feet
Existing square footage of all buildings on the property: 49,470 square feet
Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:
☐ Site Plan Disapproval 11-604 ☐ Map and Text Amendments 11-601E Amendment Requested:
☐ Design Review Permit 11-605E  ☐ Design Review Permit 11-605E  ☐ MOIC SCHOOL (8299) ☐ Tutoriou (8299)
□ Exterior Appearance 11-606E □ Planned Development 11-603E
☐ Special Use Permit 11-602E
Special Use Requested: Development in the B-2 Central Business  District Questionnaire

#### TABLE OF COMPLIANCE

TABLE OF COMITETANCE					
Address of subject property: 125 S. VINE ST (SCHOOL)					
The following table is based on the Zoning District.					
	Minimum Code Requirements	Proposed/Existing Development			
Minimum Lot Area	80,000#	101,849#			
Minimum Lot Depth	250'	383.5'			
Minimum Lot Width	200'	250'			
Building Height	40'	40'			
Number of Stories	2	2			
Front Yard Setback	35'	EXIST 28'			
Corner Side Yard Setback	35'	EXIST 20'			
Interior Side Yard Setback	25'	EXIST 7.41"			
Rear Yard Setback	25'	EXIST 38 81 219"			
Maximum Floor Area Ratio		TO 6.RANT 67.			
(F.A.R.)*	.5	, 49	a		
Maximum Total Building	EXIS	- LOT - 101, 849 (25 - COVER - 25,638 (25	%		
Coverage*	. MA PUD EXIS	COVER - 25,638			
Maximum Total Lot Coverage*	N/A EXIS	T 33,599~ not - (33)	رهاره		
Parking Requirements	CHWECH 50	CHURCH.			
	CHILD HOD CENTER 7 SCHOOL - 3	CHILD ADOD CAM)			
		School			
	RERIO TOTAL 60	EXST. TOTAL (78)			
Parking front yard setback	<b>グ5</b> ′	140'			
Parking corner side yard	25'				
setback	73				
Parking interior side yard	0-1				

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

THE SET BACKS NOT IN COMPLIANCE ARE EXISTING

2 garages Freestanding Ir

wore.

STRUCTURES & LOTS AND CONNOT BE CHANGED

setback

Information

Parking rear yard setback

\* Must provide actual square footage number and percentage.

Loading Requirements
Accessory Structure

#### CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

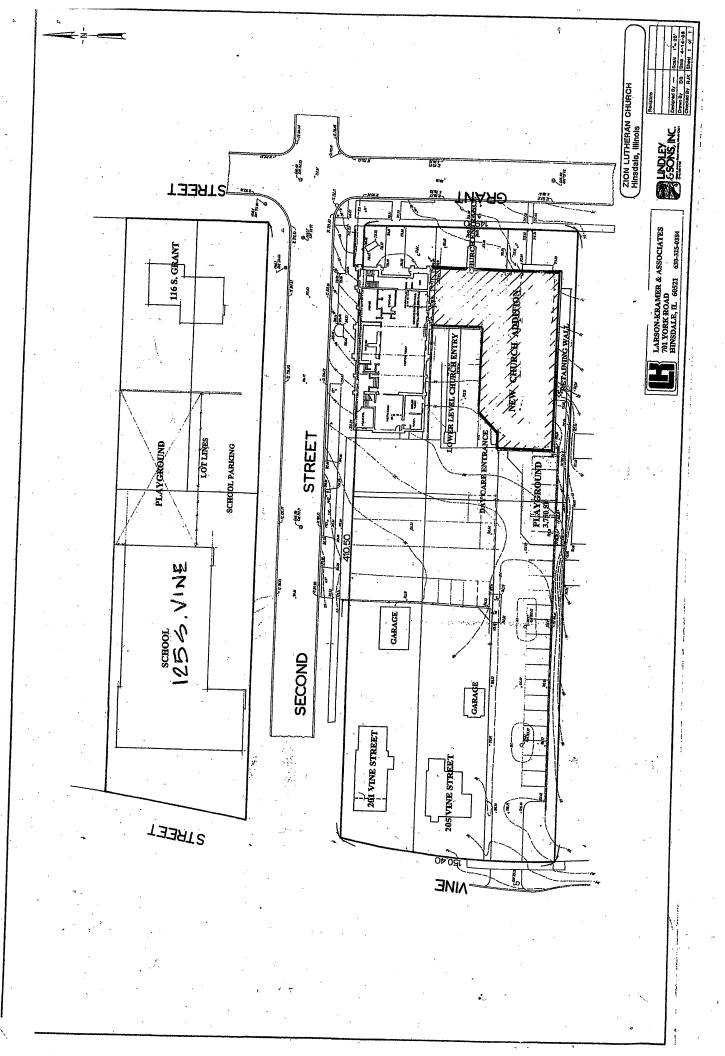
- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application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

PAYMENT.	THIRTY (50) BATO ATTER THE WALLING OF A BEING WE FOR
	2_, I/We have read the above certification, understand it, and agree
to abide by its conditions	
KEITH, LA	regard
Signature of applicant or authorized agent	Signature of applicant or authorized agent
Name of applicant or authorized agent	Name of applicant or authorized agent
Name of applicant of authorized agent	Name of applicant of dathonized agent
SUBSCRIBED AND SWORN	

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_\_

Notary Public

"OFFICIAL SEAL"
Vicki A. Pierson
Notary Public, State of Minois
My Commission Expires Jan. 24, 2013



# REQUEST FOR BOARD ACTION

		10			
Agenda		Originating			
Section Number Z	oning & Public Safety Committe	ee Department	Ponce		_
Item Number: App	roval to Award bid for Eleva	ator	C1 ! CD 11.	Place (H)	Β
Repair.		Approved	Chief Bradle	ey Bloom 100	
SUMMARY OF R	EQUESTED ACTION:				
The Villages building maintenance department recently sought competitive quotes for repair of the Police Department's building elevator. Routine maintenance of the elevator found that the submersible hydraulic pump and control valve needed to be replaced. We budgeted \$15,000 for this repair.					the Police hydraulic
Quotes were receive	d from:				
Chicago Elevator fo	r \$13,261.				
Colley Elevator for	\$ 14,659.				
Staff is recommend	ing the job be awarded to Chica	ago Elevator, the lo	ow bidder for a	cost not to exce	ed \$13,261.
MOTION: To recommend that the Village Board approve awarding a bid for elevator repair to Chicago Elevator in an amount not to exceed \$13,261.					
Approval	Approval Appro	val A	pproval	Manager's Approval	Dr
COMMITTEE AC					
At its meeting of August 27, 2012, the ZPS Committee unanimously voted to recommend approval of the above motion.  BOARD ACTION:					
motion.		nittee unanimously	voted to recon	nmend approval	of the above

CHICAGO ELEVATOR COMPANY/3260 West Grand Avenue • Chicago, IL 60651,

TO: Mark Wodka

> **Deputy Chief Of Administration** Hinsdale Police Department 19 E. Chicago Ave.

Hinsdale, IL. 60521

**DATE:** July 6, 2012 PROPOSAL: #3-19301 Hydraulic Power Unit Replacement

Loc: Passenger Elevator, Police Dept.

121 Symonds Drive

Hinsdale, IL.

**WE PROPOSE:** 

Revised due to price increase labor/materials

To furnish labor and material to perform the following work on above subject elevator:

Remove existing worn obsolete hydraulic power unit. Furnish and install new unit specially designed and manufactured for this service. The power unit consists of a positive displacement rotating screw pump flanged to a submersible motor. The pump and motor are direct coupled. Dust and dirt problems have been eliminated by submerging the pump in the oil reservoir. Thermal overloads in the motor windings protect against overheating and burn-out. insure the quietest possible operation, we include chamber silencer, and anti-vibration mounts as standard equipment. components are mounted inside the tank.

NOTE:

Because of the age / obsolescence of the pumping unit we recommend total replacement. The new proposed unit will be cleaner, quieter and much more efficient.

**Lead Time**: 2 to 4 weeks after receipt of order.

**Down Time**: Approximately 2 ½ days.

FOR THE SUM OF: \$13, 261.00 (Thirteen Thousand Two Hundred Sixty One **Dollars and No Cents)** 

**TERMS:** 30% upon acceptance balance upon completion.

Subject to the following terms and conditions, and additional terms and conditions on back hereof, all of which are hereby agreed to:

It is hereby expressly understood and agreed that upon the acceptance of this proposal any and all verbal agreements, statements or representations made by any person or persons for, or on behalf of the Chicago Elevator Company, shall be considered absolutely merged in this proposal and that the contract then existing shall be taken and held to be fully set forth and expressed in this proposal and the acceptance thereof.

SIGNED AND ACCEPTED IN DUPLICATE	Respectfully submitted, CHICAGO ELEVATOR COMPANY,
Date	By / Money - Donefi.
	Thomas B. Demski

#### TERMS AND CONDITIONS

We warrant the work performed by us under this contract against defects in materials and workmanship for a period of ninety days from the date each elevator is completed and placed in operation. In the event of a claim, you must give us prompt notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any we be responsible for equipment. We will not, under this warranty, reimburse you for cost of work done by others; nor shall any other liability for defects. WE MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND OF LAW OR OTHERWISE. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated and adjustment that we will provide free service for periodic examination, lubrication and adjustment due to normal use, beyond that included in the contract; nor will we correct, without charge, breakage, maladjustments or other trouble arising from abuse or misuse of God or any other causes beyond our control.

If the equipment installed by us under this contract is deemed to be a consumer product, and we a supplier and Purchaser a consumer under Title I of Public Law 93-637, known as the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, then the implied warranties required by such act shall be limited in duration to the same period of time as the expressed warranty set forth herein and this entire warranty is designated as LIMITED.

We shall in no event be liable for damages or delay nor for any consequential, special or contingent damages or breach of warranty.

If there is more than one unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

Unless otherwise agreed to it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named.

Quotations are subject to change without notice.

You agree to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon you by any existing law.

Monthly progress billings will be made by CHICAGO ELEVATOR COMPANY to cover materials shipped and labor expended during the month. Title to the material covered by this purchase shall remain in the Chicago Elevator Company until full payment has been made therefore by owner. Payments shall become due and payable within 30 days after receipt of such progress billings by customer.

We reserve the right to discontinue our work at any time until progress payments have been made as agreed.

Final payment shall become due and payable when all of the work described in the contract has been completed.

The completion of work or delivery of material specified in this agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, accidents or by any other similar or dissimilar cause beyond our control, for which we are to be held harmless.

Should conditions develop beyond our control, making the building or premises in which our men are working, dangerous, we reserve the right to discontinue our work until such dangerous conditions are corrected.

Should damage occur to our material or work on the premises, where our work is to be or is being performed, by fire, theft or otherwise, the purchaser is to compensate us therefore.

It is hereby expressly understood, in consideration of our performance of the service enumerated at the price stated, that the purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold of or resulting from any such injury, death or damage to property, except that resulting from the sole negligence of CHICAGO ELEVATOR COMPANY.

The CHICAGO ELEVATOR COMPANY nor its subsidiaries or divisions shall not be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from overloading above the rated capacity of passenger, freight or service elevator or any other device covered by this contract.

The machinery, implements and apparatus furnished hereunder remain our personal property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of the purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

We reserve the right to remove and retain all elevator material not used in construction.

In states requiring notice prior to filing a lien, this notice requirements is hereby complied with.



226 William Street Bensenville, Illinois 60106

Phone: 630.766.7230 Fax: 630.766.7568 Web: www.colleyelevator.com Email: CraigZ@colleyelevator.com

July 7, 2012

Hinsdale Police Department 121 Symonds Hinsdale, IL 60521

Re: Valve vs. Power unit replacement - 121 Symonds - Hinsdale, IL

Dear Jim,

Please find quotations for addressing the current valve issues, we have found that the valve has a worn part that hasn't been made in many years. Our recommendation is to replace the entire power unit, however, we have also given pricing to only replace the valve. This would be a rigorous process due to access to the elevator equipment room and wiring the existing controller which is set up to work with older valve system to work with a modern day valve which operates on a four coil system. This equipment replacement will work with the future control system when it is replaced.

**Installation of a new submersible pump unit** complete with new AW32 hydraulic oil. Colley's submersible pump will cut elevator noise dramatically as well as give you a brand new UC4 valve, pump and motor to improve your system.

Installation of a new control valve – this would be an upgrade from the current three-coil valve to a four coil valve.

\$5,051.00

\$9,608.00

We would recommend the installation of the entire power unit, as it would eliminate the possibility of pump or motor, which are from the original installation as well, from failing in the near future. If components are replaced separately the expense is more than replacing the entire power unit at once. If you have any questions or require more information please call at ext. 107 or on my cell phone at 630-918-3944.

Graig Zomchek

Sincerely

**Business Manager** 



226 William Street Bensenville, Illinois 60106

Phone: 630.766.7230 Fax: 630.766.7568 Web: www.colleyelevator.com Email: GraígZ@colleyelevator.com

July 7, 2012

Hinsdale Police Department 121 Symonds Hinsdale, IL 60521

Re: Power unit replacement - 121 Symonds - Hinsdale, IL

We propose to furnish labor and materials necessary to do the following:

Installation of one (1) submersible hydraulic units to include the following.
 New submersible motor and pump
 One (1) Maxton UC4 unit valve
 All new AW32 hydraulic oil
 New muffler or silencer
 All necessary hydraulic piping
 Permit

\*Full load test, pressure relief test & inspection will be supervised by an State of Illinois Elevator Inspector

Schedule of work: 1 -2 weeks upon signed acceptance upon acceptance - Elevator downtime 1-2 days

PRICE - All of the above for the sum of 9,608.00 This quote is valid for 90 days

(Nine thousand six hundred and eight 00/XX dollars)

Terms of Payment: 50% upon signed acceptance, balance upon receipt of invoice.

The Terms and Conditions are printed on the back hereof form a part of this agreement.

#### **ACCEPTANCE**

The foregoing proposal is hereby accepted at the	
price and upon the terms and conditions named therein.	Respectfully submitted,
Dated	COLLEY-ELEVATOR
Title	

A STANDARD OF EXCELLENCE SINCE 1908

#### Terms and conditions

All work will be done in strict accordance with any State and local codes

Al work will be done by properly affiliated and fully insured mechanics

**Guarantee** – materials and workman ship furnished under this agreement shall be first class and free of electrical or mechanical defects and guaranteed against failure for **ONE YEAR** dating from time of installation, ordinary wear and tear being excepted.

It is understood in consideration of our performance of the service enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that Colley Elevator Company assumes any liability on account of accident or injury to any person or persons, except where accidents or injuries occur, solely and independently of all other causes, as a direct and proximate result of negligent acts or omissions of Colley Elevator, its agents or employees. It is further understood and agreed that, except as aforesaid, in case of accident or injury to person or property, while riding in or being carried in or about said elevators, irrespective of where such accidents result from the use of, operation, maintenance or condition of the elevators, hatchways, or appurtenances, you shall appear, defend and indemnify holding Colley Elevator Company, its agents or employees, harmless from any and all claims, demands, suits or actions for property damage or bodily injuries which may be asserted or brought against Colley Elevator Company. No work, service or liability on the part of Colley Elevator Company other than that specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the service or installation described, and all proper representations where written or verbal, not incorporated herein, are superseded.

Colley Elevator Company shall not be liable for loss or damage resulting from strikes lockouts, fires, storms or other similar or dissimilar causes beyond its control and this agreement is subject to any delays caused directly or indirectly by such causes.

The Colley Elevator Company shall not be liable for the condition of any parts not furnished under this agreement.

Should damage occur to our material or work on the premises by fire, theft, or otherwise, if not our fault, the purchaser is to compensate us therefore.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days per union declaration. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named. It is also agreed that we are to have uninterrupted use of the elevator while this work is going on.

Superseded material is to be removed from the building by us and is to become our property, due allowance therefore having been made in the price quoted.

This proposal is submitted for prompt acceptance [i.e. within 90 days] and prices are subject to change without notice.

If any payment is delayed, 18 percent shall be allowed on the same from date due. We reserve the right to discontinue our work until such payment shall have been made as agreed.

The machinery, implements and apparatus furnished hereunder remain personal property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of the purchase if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.



# COLLEY Submersible Hydraulic **Power Unit**

#### Specifications

#### Speed

• Up to 150 feet per minute

#### Voltages

- 208, 220-240, 440-480, 550-600v
- 3 phase, 4 wire 50/60 Hz

#### Applications

· Microprocessor and relay based control systems

#### Features :

- Submerged pump & motor
- · Pressure gauge coupler
- · Optional tank heater
- Valve mounted on top of tank
- Reliable components

#### Benefits

- · Custom built
- Improved reliability
- Easy valve access
- Quieter operation
- Competitive pricing
- 1-2 day lead time
- · Increased efficiencies

#### Submersible Hydraulic Power Unit

The submersible hydraulic power unit is a very important component of your elevator system. The power unit is responsible for raising and lowering your elevator. Colley Elevator's hydraulic power units are custom built in our machine shop with the latest in technological advances.

#### **Increased Reliability**

existing power unit consist of many interacting components and parts such as valves, pumps and motors. As hydraulic units age, these components wear, resulting in greater potential for shutdowns and associated downtime. Some older power units use external pumps and motors which will begin to leak as they age. Leakages will reduce the effectiveness and efficiencies of your unit. Replacing all these components at the same time with a new power unit can improve reliability, reduce downtime and eliminate leaks.

#### **Quieter Operation**

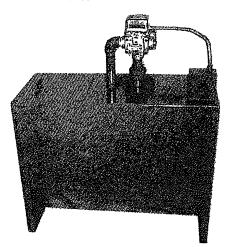
the Colley Elevator submersible power unit features a submerged pump and motor unit that are inside of the tank and substantially reduces noise from operation.

#### Easy Access

The hydraulic unit is designed so the valve is mounted on the top for easy access and adjustment.

#### **Improved Performance**

The new power unit will be custom engineered to meet buildings specific needs. Colley Elevator power units will improve pressure control which will result in more accurate operation, leveling and consistent floor to floor times.





226 William Street Bensenville, Illinois 60106

Phone: 630.766.7230 Fax: 630.766.7568 Web: www.colleyelevator.com Email: CraigZ@colleyelevator.com

July 7, 2012

Hinsdale Police Department 121 Symonds Hinsdale, IL 60521

Re: Valve replacement - 121 Symonds - Hinsdale, IL

We propose to furnish labor and materials necessary to do the following:

Installation of one (1) Maxton UC4 unit valve

- 1. Remove car from service
- 2. Current valve will be removed from system
- 3. System will be modified to accommodate new unit valve
- 4. Any necessary new piping will be installed
- 5. Unit valve shall be installed and connected to piping
- 6. Perform full load pressure relief test per State of Illinois code
- 7. Return car to service

\*Full load test, pressure relief test & inspection will be supervised by a State of Illinois Elevator Inspector

Schedule of work: 1-2 weeks upon signed acceptance - 2 year warrantee on valve - 1 year warrantee on labor

PRICE - All of the above for the sum of \$5,051.00
This quote is valid for 90 days

(Five thousand and fifty one 00/XX)

Terms of Payment: 50% upon signed acceptance, balance upon receipt of invoice.

The Terms and Conditions are printed on the back hereof form a part of this agreement.

ACCEPTANCE
The foregoing proposal is hereby accepted at the
price and upon the terms and conditions named therei

Dated\_\_\_\_

Respectfully submitted, COLLEY FLEVATOR

Title

A STANDARD OF EXCELLENCE SINCE 1908

#### Terms and conditions

All work will be done in strict accordance with any State and local codes

Al work will be done by properly affiliated and fully insured mechanics

**Guarantee** – materials and workman ship furnished under this agreement shall be first class and free of electrical or mechanical defects and guaranteed against failure for **ONE YEAR** dating from time of installation, ordinary wear and tear being excepted.

It is understood in consideration of our performance of the service enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that Colley Elevator Company assumes any liability on account of accident or injury to any person or persons, except where accidents or injuries occur, solely and independently of all other causes, as a direct and proximate result of negligent acts or omissions of Colley Elevator, its agents or employees. It is further understood and agreed that, except as aforesaid, in case of accident or injury to person or property, while riding in or being carried in or about said elevators, irrespective of where such accidents result from the use of, operation, maintenance or condition of the elevators, hatchways, or appurtenances, you shall appear, defend and indemnify holding Colley Elevator Company, its agents or employees, harmless from any and all claims, demands, suits or actions for property damage or bodily injuries which may be asserted or brought against Colley Elevator Company. No work, service or liability on the part of Colley Elevator Company other than that specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the service or installation described, and all proper representations where written or verbal, not incorporated herein, are superseded.

Colley Elevator Company shall not be liable for loss or damage resulting from strikes lockouts, fires, storms or other similar or dissimilar causes beyond its control and this agreement is subject to any delays caused directly or indirectly by such causes.

The Colley Elevator Company shall not be liable for the condition of any parts not furnished under this agreement.

Should damage occur to our material or work on the premises by fire, theft, or otherwise, if not our fault, the purchaser is to compensate us therefore.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days per union declaration. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named. It is also agreed that we are to have uninterrupted use of the elevator while this work is going on.

Superseded material is to be removed from the building by us and is to become our property, due allowance therefore having been made in the price quoted.

This proposal is submitted for prompt acceptance [i.e. within 90 days] and prices are subject to change without notice.

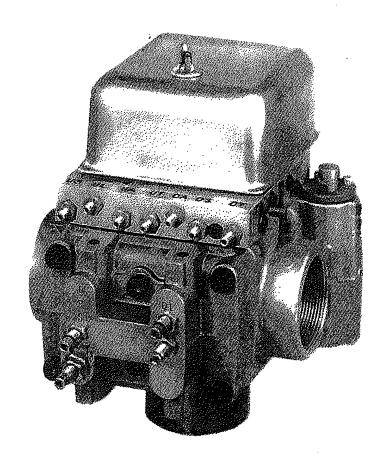
If any payment is delayed, 18 percent shall be allowed on the same from date due. We reserve the right to discontinue our work until such payment shall have been made as agreed.

The machinery, implements and apparatus furnished hereunder remain personal property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of the purchase if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

# MAXTON

# MANUFACTURING COMPANY

# ELEVATOR COMPONENTS



UC-3A UNIT OIL CONTROLLER

● COMPLETE SELF CONTAINED OIL CONTROLLER FOR OPERATION OF HYDRAULIC ELEVATORS.

UC-4 UNIT OIL CONTROLLER

- COMPLETE SELF CONTAINED OIL CONTROLLER.
- SEPARATE AND INDIVIDUALIZED CONTROL BLOCK ADJUSTMENTS ARRANGED SO ONE ADJUSTMENT DOES NOT DISTURB ANOTHER.

MAXTON MANUFACTUR

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#### REQUEST FOR BOARD ACTION

Agenda	Originating		
Section Number Zoning & Public Safety Committee	Department	Police	
Item Number: Ordinance for Parking Changes on			12
57 <sup>th</sup> Street between Grant and Madison Streets	Approved	Chief Bradley Bloom	1'
			R/

#### **SUMMARY OF REQUESTED ACTION:**

A request was received from the residents residing on 57<sup>th</sup> Street between Grant and Madison Streets and Foxgate Lane requesting that the parking currently allowed on the south side of the street be moved to the north side of the street. In their request resident cite difficulty from line of site issues when backing from their driveways located on the south side of 57<sup>th</sup>. Street.

Currently parking on the south side of 57<sup>th</sup> Street between Grant and Madison is restricted to a 2 hour limit between 9:00 am and 6:00 pm. Parking on the north side of 57<sup>th</sup> is currently prohibited on this block.

We received a petition advocating the requested changes from all except one of the residents on the effected block including the residents of Foxgate Lane. The one resident who did not sign the petition indicates that he does not oppose the changes. A meeting with school administrators, police and neighborhood representatives was also held to discuss the impact of these changes related to recent high school construction and all parties agreed that moving the parking from the south side to the north side of 57<sup>th</sup> Street would not adversely impact the ingress and egress from the student lot or new bus lane on 57<sup>th</sup> street.

We have evaluated this request and we do not see the requested change having an adverse impact on traffic or safety related issues.

A notice was sent to residents in the affected area indicating that the ZPS Committee would be considering this request at their August meeting.

**MOTION:** 

To recommend that the Village Board approve an ordinance amending section 6-12-8 and 6-12-9 of the Village Code to restrict parking to 2 hours between 9:00 am and 6:00 pm on the north side of 57<sup>th</sup> Street between Grant and Madison and prohibit parking on the south side of the street in this block.

		_	_	Manager's	
Approval	Approval	Approval	Approval	Approval	
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~					

#### **COMMITTEE ACTION:**

At its meeting of August 27, 2012, the ZPS Committee unanimously voted to recommend approval of the above motion.

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#### VILLAGE OF HINSDALE

<b>ORDINANCE</b>	NO	
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# ORDINANCE AMENDING PARKING REGULATIONS IN SECTION 6-12-8, SCHEDULE VIII NO PARKING ZONES AND SECTION 612-9, SCHEDULE IX, LIMITED PARKING TIME ZONES OF THE VILLAGE CODE OF HINSDALE RELATING TO 57TH STREET

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the parking on 57th Street Grant Street and Madison Street and believe it to be in the best interests of the Village to restrict parking to no longer than two (2) hours on the north side of 57th Street;

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

<u>Section 1</u>. <u>Recital</u>. The foregoing recital is incorporated herein as a finding of the President and Board of Trustees.

Section 2. Amendment to Section. 6-12-9, Schedule IX Section 6-12-9, titled "Schedule IX, Limited Parking Zones" Subsection C (2 hour zones) of the Village Code of Hinsdale shall be, and is hereby, amended by adding in proper alphabetical order, the following new regulation [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

57th STREET north side, from Grant Street to Madison Street

and deleting:

57th STREET south side, from Grant Street to Madison Street

Section 3. Amendment to Section 6-12-8 Schedule VII. Section 6-12-8, titled "Schedule VII; "No Parking Zones" of the Village Code of Hinsdale shall be, and is hereby, amended by the following by adding in proper alphabetical order, the following new regulation [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

57TH STREET south side from Grant to Madison Street

#### And deleting:

#### 57th Street north side from Grant to Madison Street

<u>Section 4</u>. <u>Signs</u>. The Police Department is hereby authorized and directed to erect appropriate signs on the above named street.

Section 5. <u>Effective Date</u>. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law and after erection of appropriate signs in accordance with Section 4 above.

Village Clerk	
ATTEST:	
	Village President
All Itoved this day of _	2012.
APPROVED this day of _	2012
ABSENT:	
NAYS:	
AYES:	
PASSED this day of	2012.

#### Memorandum

To: Chief Bradley Bloom

From: Deputy Chief Mark Wodka

Date: July 3, 2012

Re: Proposal for Changing Parking Restrictions on 57<sup>th</sup> Street (b/w Grant & Madison)



The Village of Hinsdale has received a request and proposal to consider moving the current parking restrictions on 57<sup>th</sup> Street (between Grant Street to Madison Street) from the north side of the street to the south side of the street. The residents proposing the change cite that the existing parking restrictions require users of the parking areas to park near residential driveways which obstruct views of residents exiting their private driveways. Residents of the Foxgate association support the proposal as an existing grade on 57<sup>th</sup> Street makes exiting the private drive to the association difficult when vehicles are parked on the south side of the street.

#### REVIEW OF PRESENT CONDITIONS

The roadway of 57<sup>th</sup> Street is considered a residential roadway which also acts as a collector travel route to and from Hinsdale Central High School. Its primary use if for residential traffic, but during times that school is in session the traffic volumes increase exponentially during the school days and during times of special events at the high school in the evenings. Residents have further cited an increased use of this parking for school activities related to the athletic fields during non-school hours which accentuate a visibility issue on all days of the week, including weekends.

In the area of 57<sup>th</sup> Street between Grant and Madison, permanent parking restrictions are currently in place on the NORTH side during all times. Limited parking is made available for 2-hr limitations (between 9am-6pm) on the SOUTH side of 57<sup>th</sup> Street to accommodate short-term parking for residents and visitors to the school for special events. Parking is further restricted between the hours of 7am-9am to "resident only parking."

In the corridor of 57<sup>th</sup> Street encompassing both areas described above, the fire hydrants are on the NORTH side of the street, and the residential mailboxes are placed on the SOUTH side of the street. Sidewalks are also present on both sides of the roadway.

#### PROPOSED CHANGE

The precipitous of the proposed change is restricted visibility due to parked vehicles. By restricting parking on the south side, residents entering and exiting their private drives will have clear line of sight. These changes will most notably improve visibility during times when large volumes of vehicles are exiting the school during dismissal and traveling in the eastbound direction.

The proposed change will further allow for users of the parking, which are mostly visitors and/or users of Hinsdale Central facilities, to enter and exit vehicles from the same side of the street as the facilities. By parking on the same side of the street as the high school, the frequency of pedestrians crossing the roadway between parked vehicles is reduced. There has been little need for on-street parking observed by the residents of this area.

The relocation of parking to the north side will also provide for an additional capacity for parking vehicles as the number of residential driveways will not reduce the availability of on-street capacity. Parking adjacent to the two hydrants in the affected area will remain at 20 ft, and likewise appropriate

restrictions will be off-set from the planned entrance/exit to a bus lane to the high school from 57<sup>th</sup> Street. It expected that the number of motorists using private residential driveways as turnarounds will be reduced as the direction of parked vehicles will be consistent with the primary direction of approach from Grant Street.

This relocation of parking will further provide for uninterrupted access to resident services by the mail carrier (access to mailboxes from roadway) as well as trash pick-up. Residents have cited that parked vehicles have historically impeded both services due to access curbside to their residences.

As proposed, the same time restrictions ("Resident Parking only 7am-9am" & 2-hr time limitations) should remain in place that preclude students from parking during school hours, while still accommodating residential parking needs during the daytime within this block.

#### RECOMMENDATION

Upon reviewing the proposal, I am recommending that the Village make changes to the parking restrictions on 57<sup>th</sup> Street based upon the cited:

- (1) Increase visibility for residents exiting from private drives;
- (2) Accommodation for primary users of the on-street parking to enter/exit vehicles from the same side of the street (thereby reducing frequency of pedestrians crossing the roadway between parked vehicles);
- (3) Slight increase in the capacity of on-street parking availability (approximately 30 feet)
- (4) Reduce the number of vehicles using private driveways of residents as turnarounds
- (5) Strong support of the residents directly impacted by the change

There are no safety consequences that are anticipated as a result of this change, and the merits of the proposal support a more efficient use of the on-street availability to the primary users of the parking, which are visitors to/from the high school facilities. There is no anticipated negative residential impact as a result of this change, nor an anticipated impact on the existing traffic pattern for Hinsdale Central High School. Fire hydrants will remain accessible and sufficient clearance for bus entrance/exit will be provided with restrictions adjacent to the apron of the driveway.

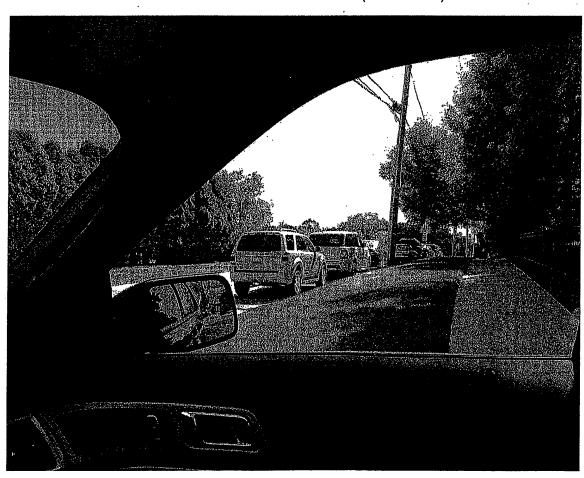
Hinsdale Central High School administrative staff have been consulted in the preparation of this recommendation and support this initiative which they believe will accommodate not only the beneficiaries of the high school, but equally important the residents whom are affected by this traffic and their safety interests.

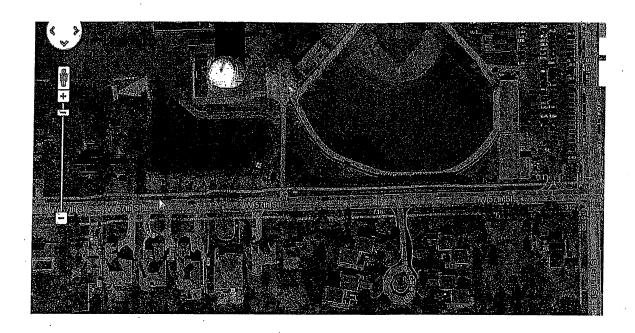
See attached photos depicting an example of the limited visibility of residents exiting Foxgate private driveway.

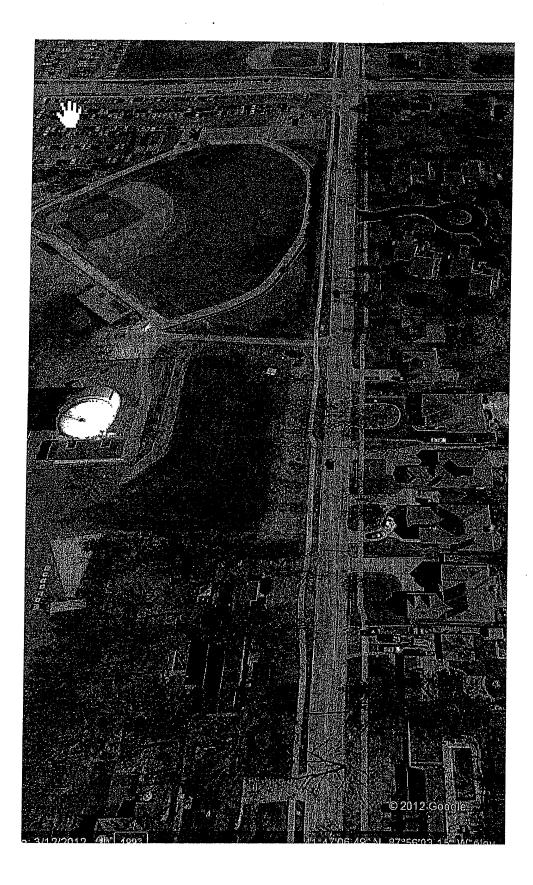
VIEW FACING EASTBOUND ON 57<sup>TH</sup> STREET (WEST OF GRANT)



VIEW EXITING FOXGATE PRIVATE DRIVEWAY (FACING EAST)







Background: Prior to the construction of the newest homes on the south side of 57<sup>th</sup> St. parking had been on the north side of the street. During the period of heaviest construction a resident from the north side of the street, Mr. Donald Bush, requested that the parking be moved to the south side of the street because all the construction vehicles were causing problem for those living on the north side of the street. Now when there are big events at the high school, parking is temporarily relocated to the north side of the street to accommodate more cars. When this does not occur and cars park on the south side of the street it makes it very hard to see when backing out of the driveways on the south side, particularly those, that are below the grade level of the street. It also makes it difficult to get mail delivery.

We the undersigned support returning the on street parking on 57<sup>th</sup> Street between Madison and Grant to it previous location on the North side of the street.

Name (print) ZIMINE F SIEDZ	_
Address 5703 FOYGATE LAN	4
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Name (print) Jean W. Griffichs	
Address 57/2 Foxgate Lane	
Signature Jan W. Striffith	Date 6/19/12
Name (print) NA / MUE FUCKS	
Address 5714 FOX 64 TE TANE	
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We the undersigned support returning the on street parking on 57th Street between Madison and Grant to it previous location on the North side of the street.

Date	6/20/12	6/20/12
Signature	John Newword	, }
Address	518 W 5774 ST	318 West 57th St.
Name (print)	JOAN NEMESUNK	CATHERINE NEMESNYIK

Background: Prior to the construction of the newest homes on the south side of 57<sup>th</sup> St. parking had been on the north side of the street. During the period of heaviest construction a resident from the north side of the street, Mr. Donald Bush, requested that the parking be moved to the south side of the street because all the construction vehicles were causing problem for those living on the north side of the street. Now when there are big events at the high school, parking is temporarily relocated to the north side of the street to accommodate more cars. When this does not occur and cars park on the south side of the street it makes it very hard to see when backing out of the driveways on the south side, particularly those, that are below the grade level of the street. It also makes it difficult to get mail delivery.

We the undersigned support returning the on street parking on  $57^{\rm th}$  Street between Madison and Grant to it previous location on the North side of the street.

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August 30, 2012

#### **REQUEST FOR BOARD ACTION**

AGENDA SECTION NUMBER	ZONING & PUBLIC SAFETY	ORIGINATING DEPARTMENT	FIRE	
ITEM NUMBER	Purchase of Cardiac Monitors	APPROVED	Chief Rick Ronovsky	

#### SUMMARY OF REQUESTED ACTION

The 2012-2013 FY includes \$52,000 for the purchase of two (2) replacement cardiac monitors, one for each of the Village ambulances. The current cardiac monitors being used by Fire Department paramedics were purchased in June of 2003 making them over nine (9) years old. While these units have served us well, these devices do not contain the advancements in technology and we are requesting to replace them with ones that allow our paramedics to provide services with the most current technologies.

Fire Department personnel have met with representative from three different manufacturers of cardiac monitors – Phillips Medical, Physio-Control, and Zoll Medical – to evaluate their cardiac monitors to see which devices are best suitable for us here in Hinsdale. We currently have Zoll Medical devices in our ambulances.

Findings are enclosed in documentation from Firefighter Don Newberry who is our Paramedic Equipment Coordinator. Firefighter Newberry indicates that the Zoll Medical, Series X devices have the most current technology available. In addition, we have the opportunity to take advantage of a group purchase with several other area Fire Departments and EMS providers that will result in savings to the Village of Hinsdale. Additional savings are seen as a result of the trade-in of the current cardiac monitors.

MOTION: To purchase two (2) Zoll Medical, X Series cardiac monitors/defibrillators in the amount of \$52,000 and the waive competitive bidding requirement.

# MANAGER'

APPROVAL APPROVAL APPROVAL APPROVAL APPROVAL

#### **COMMITTEE ACTION:**

STAFF APPROVALS

At its meeting of August 27, 2012, the ZPS Committee voted unanimously to recommend approval of the above motion.

#### **BOARD ACTION:**

#### **MEMORANDIUM**

August 20, 2012

TO:

Bob Saigh, Chairman

Zoning & Public Safety Committee

FROM:

Rick Ronovsky, Fire Chief

REF:

Purchase of Cardiac Monitors

As part of the 2012/2013 Village Budget, the Fire Department included the replacement of the cardiac monitors and defibrillators in each of the Village ambulances. The budgeted amount is \$52,000. Our current devices were purchased in the summer of 2003 making them over 9 years old.

Our fire department members have had the opportunity to look at replacement devices and meet with different vendors to see the advancements in current technologies. We have had the opportunity to use these devices, compare them with our current devices, and see which device can meet the needs of the Fire Department. In addition, Firefighter/Paramedic Don Newberry is our department's paramedic equipment coordinator and he has spent a great deal of time working with the various vendors and our department personnel to see which unit would best serve our needs. Attached is his summary and recommendation that he has forwarded to me.

The Zoll Corporation also has made available a joint purchasing group discount to several area Fire Departments and EMS services that are planning on purchasing by September 30, 2012. They have also made available an additional discount to us for being a loyal customer. We have also received a quotation for the trade-in of the existing monitors that are in use now. All of these together provide us with over a \$22,000 savings on the purchase of the new monitors. The cost of purchasing two of these monitors is \$74,339.31. The group purchase and existing customer discount is \$13,339.31 and the trade-in of the two existing monitors is \$9,000. This brings the total purchase price to \$52,000.

With the recommendation of the Zoll, series X monitor from the members of the fire department and the availability of the joint purchase, customer discount, and trade-in value I would like to recommend to the Zoning & Public Safety Committee that the Village Board waive competitive bids and approve the purchase of two (2) Zoll, series X cardiac monitors in the amount of \$52,000.

#### HINSDALE FIRE DEPARTMENT

August 20, 2012

TO:

Chief Rick Ronovsky

FROM:

Firefighter/Paramedic Don Newberry

REF:

Cardiac Monitor Recommendation

Members had the opportunity to evaluate 3 Emergency Medical Service cardiac monitors; Zoll - X-series, Philips - HeartStart MRx, and Physio-Control - LifePak 15. Each monitor manufacturer presented a sales demonstration along with a two week real-life demonstration on the departments' ambulance during EMS response calls. Lastly all three monitors were evaluated side-by-side in simulated EMS type incidents and a written evaluation form was completed.

Member's evaluations disclosed two monitors of choice, the Zoll - X-series and the Philips - HeartStart. The Zoll X-series received the department members preferred choice based on the following advantages:

#### Size:

Zoll, X-series 11.7 pounds 8.9 in x 10.4 in x 7.9 in Philips, HeartStart MRx

13.2 pounds

12.4 in x 8.3 in x 11.7 in

The Zoll X-series monitor mimics our current monitor size and weight. During ALS responses three/four response bags including the stretcher are required for treatment and transport of our patients. With the larger monitors, it requires it to be stored behind the patient, elevating the patient back and head to a semi/full fowler's position. The larger size monitors also does not allow for placement alongside the patients legs when a supine transport position (hypotensive crisis or spinal immobilization) is required.

#### **Non-Invasive Blood Pressure (NIBP):**

The Zoll,Sure BP® and Smartcuf® monitors system ,B/P reading are performed in as little as <u>about 15 seconds</u> because they're detected during cuff inflation and secondary (if unable to monitor B/P) during deflation. Smartcuf synchronizes the measurement to the patient's R wave, improving accuracy and reliability. Members found faster B/P results with greater accuracy when compared with a manual B/P to the other cardiac monitors.

#### **Warranty and Service:**

Over the past 9 years, our department has worked with the current Zoll representative, Mr. Kyle Sears regarding our current Zoll monitors. During this period, Mr. Sears has handled all of our warranty and non-warranty problems in a timely manner, usually with in hours of notification. This has allowed us to maintain continuous ALS care for the village residents. Zoll has continued to provide the customer service needs needed to keep within the village budget and to maintain equipment in a serviceable condition. In a discussion with Mr. Sears, he stated he would provide the CPR feedback pads for the first year a no cost (a \$45 value, each pad) providing the best care to the patient in cardiopulmonary arrest. The department also owns two Zoll AutoPulse devices (automated CPR compression devices valued at \$25000 ea) which he has replaced multiple batteries for free (\$575.00 ea) and covered most of our non-warranty work. In the last month, the department experienced a problem with the charging system for the AutoPulse devices, Through Zoll, Mr. Sears dropped a loaner battery charger on a Saturday morning and had our battery charger back within a few days. It should be noted that Zoll's certified repair location is operated by Kyle Sears's father and that repair location has been maintaining our monitors including the bi-yearly operation certification for the past 15 years.

All three monitors provide the required accessories and equipment needed to meet the IDPH (Illinois Department of Public Health), Region 8 EMS system, and Hinsdale Fire Department needs and standards. These monitors also allow for software updates, monitoring of temperature, capnography, SpCO that are now or soon will be standards set by the American Heart Association. Each vendor will provide three days of training to the department members on monitoring operation, along with training of one member to perform updates and Image Trend data transferring. Each vendor will also provide set-up of 12-lead transmission to all Hinsdale Fire Department receiving hospitals.

Overall the department preferred the Zoll X-series model, for its size, speed and accuracy of blood pressure monitoring and familiarity of use. With our past history of service and dedication of standing behind the product, both Zoll and Mr. Sears have provided the department with a flawless record of providing the village residents with the most advanced emergency medical care available and minimal downtime. The Zoll X-Series is also the only product that has been updated within the last year and approved by the FDA. Zoll is currently developing software that will enable us to transfer data from these new monitors to our existing electronic reporting system at the Good Samaritan Hospital EMS System. Once this is operational, Zoll will provide that software and educate the department on its use at no cost to us.

In addition, there is the ability to purchase the Zoll X-series monitors through a Zoll sponsored group pricing discount as several local Fire Departments and Ambulance Services are purchasing by September 30, 2012. Zoll units are available at pricing that offers our department the needed configuration to meet the Hinsdale Fire Department needs. Purchasing two units at the list price is \$74,339.31. With Zoll's loyalty and group purchase discount, the price is reduced to \$61,000.00. Zoll has also arranged a \$9,000.00

trade-in value with the Dixie Medical, Inc. for our old monitors. This leaves the department with a total price of \$52,000.00. This is a total savings of \$22,339.31 for us.



**TO:** Hinsdale Fire Department

121 Symonds Drive Hinsdale, IL 60521

Attn: Don Newberry

email: donaldnewberry@sbcglobal.net

Tel: 630-789-7060

#### **ZOLL Medical Corporation**

Worldwide HeadQuarters 269 Mill Rd

Chelmsford, Massachusetts 01824-4105 (978) 421-9655 Main

(800) 348-9011 (978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

#### **QUOTATION 113294 V:1**

**DATE:** May 01, 2012

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

TEM   MODEL NUMBER   DESCRIPTION   QTY.   UNIT PRICE   DISC PRICE   TOTAL PRICE

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

- 1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES WILL BE F.O.B. SHIPPING POINT.
- 3. PRICES QUOTED ARE FIRM FOR 60 DAYS.
- 4. APPLICABLE TAX & FREIGHT CHARGES ARE ADDITIONAL.
- 5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
- 6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
- 7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- 8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING WWW.zollwebstore.com.

Kyle Sears EMS Territory Manager 800-242-9150, x9293

\$68,034.00

Page 1 Subtotal

Page 1



TO: Hinsdale Fire Department

121 Symonds Drive Hinsdale, IL 60521 Attn: **Don Newberry** 

email: donaldnewberry@sbcglobal.net

Tel: 630-789-7060

#### **ZOLL Medical Corporation**

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

**QUOTATION 113294 V:1** 

DATE: May 01, 2012

TERMS: Net 30 Days

FOB: Shipping Point FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
IIEW	WODEL NUMBER	Masimo Pulse Oximetry  SP02 & SpCO \$4,540  • Signal Extraction Technology (SET)  • Rainbow SET ( for SpCO & SpMet)  NIBP Welch Allyn includes: \$3,495  • Smartcuff 10 foot Dual Lumen hose  • SureBP Reusable Adult Medium Cuff	9411.	OWNTRIBE	BIGGINIGE	TOTAL THOSE	
		End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set					
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	2	\$225.00	\$191.25	\$382.50	*
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor/Cable (3 ft)	2	\$415.00	\$352.75	\$705.50	*
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$133.88	\$267.76	*
5	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	2	\$275.00	\$233.75	\$467.50	*
This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to							

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

- 1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES WILL BE F.O.B. SHIPPING POINT.
- 3. PRICES QUOTED ARE FIRM FOR 60 DAYS.
- 4. APPLICABLE TAX & FREIGHT CHARGES ARE ADDITIONAL.
- 5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
- 6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
- 7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- 8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING WWW.zollwebstore.com.

Kyle Sears EMS Territory Manager 800-242-9150, x9293

Page :



TO: Hinsdale Fire Department

121 Symonds Drive Hinsdale, IL 60521

Attn: Don Newberry

email: donaldnewberry@sbcglobal.net

Tel: 630-789-7060

#### **ZOLL Medical Corporation**

Worldwide HeadQuarters 269 Mill Rd Chelmsford, Massachusetts 01824-4105 (978) 421-9655 Main (800) 348-9011 (978) 421-0015 Customer Support

## FEDERAL ID#: 04-2711626 **QUOTATION 113294 V:1**

DATE: May 01, 2012

TERMS: Net 30 Days

**Shipping Point** FOB:

FREIGHT: Prepay and Add

			_		2100 DDIOE	TOTAL PRICE	
	TANKE MILITER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE		*
item 6	MODEL NUMBER 8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	2	\$355.00	\$301.75	\$603.50	
7	8000-0580-01	Six hour rechargeable Smart battery	4	\$495.00	\$420.75	\$1,683.00	*
8	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,583.00	\$2,195.55	\$2,195.55	*
9	DI SC	ZOLL Loyalty Discount	1	\$0.00	(\$13,339.31)	(\$13,339.31)	
		*Reflects Discount Pricing.					
<u> </u>	TOTAL						

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

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Kyle Sears **EMS Territory Manager** 800-242-9150, x9293

#### **ZOLL QUOTATION GENERAL TERMS & CONDITIONS**

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use cartain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract" the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation including these Terms and Conditions. No waiver change or modification or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

- DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.
- 3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.
- 4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.
- 5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.
- 6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of inistaliation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period 20LL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. It ZOLL Medical Corporation's regular service charges shall apply, (b) ZOLL Medical Corporation's regular service charges shall apply, (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation. (ii) the use of the Equipment with any associated or complement quipment accessory or software not specified by ZOLL Medical Corporation, or (ii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (iv) installation or wiring of the Equipment than in accordance with ZOLL Medical Corporation, or (v) installation or wiring of the Equipment diversible and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty related to the Equipment supplied hereunder. T
- 7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexolusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other medias to that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.
- 8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Cuotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such retars.

- 9. LIMITATIONS OF LIABILITY, IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.
- 10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (I) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.
- In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential demages resulting from any such infringement.

- 11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.
- 12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.
- 13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.
- 14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards to 1 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.
- 15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to conlinue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.
- 16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be quill and voic.
- 17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

#### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CPR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

- 19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.
- 20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereit shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified in the prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the cace of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation and the products are constituted to the terms hereof, and and the products are constituted to the terms hereof, and the products are constituted to the terms hereof, and without limitation, acceptance of the goods by Buyer to the terms hereof, and without limitation are

# **Bid Request**

### Dixie Medical, Inc.

Dixie Medical, Inc. 1185 West Main St

**REMITTANCE: PO BOX 969** 

Franklin, TN 37064 Phone: 866-349-4363 FAX: 615-786-0896

Email: customerservice@dixiemed.com



#### Vendor:

Zoll Medical Corp. Kyle Sears, Sr. TM for South Chicago Chelmsford, MA 01824 Phone:

Fax: 1-978-421-0050 FAX
Email: jamiesaltzman@zoll.com

Contact: Clif Gatehouse

#### **Notes**

All bids good for 180 days

#### Ship To:

Dixie Medical, Inc. REMITTANCE: PO BOX 969 Franklin, TN 37064

Buver	Payment Terms	FOB Point	Shipping Terms	Ship Via	Fulfillment Date
Jarrod Handley	NET 60 DAYS	Origin	Freight Collect	FedEx Ground	05/02/2012

Item #	Type	Number / Description	Unit Cost	Qty Ordered	Total Cost
1	Purchase	ZM12BiPSBCA - Re-Certified ZOLL M SERIES 12-LEAD, BIPHASIC, PACING, SPO2, NIBP, ETCO2, AED	\$ 4,500.00	2 ea	\$ 9,000.00

Please include Purchase Order # and Serial #s on all invoices.

 SubTotal
 \$ 9,000.00

 TOTAL
 \$ 9,000.00

Approval:	Date:
-----------	-------

<b>DATE</b> August 31, 2012,	DA	TE	August	31,	2012,
------------------------------	----	----	--------	-----	-------

AGENDA SECTION	ACA	<b>†</b>	NATING RTMENT Fina	ance
ITEM	Accounts Payable	APPRO		rell Langlois Manager/Director of Finance
to approve th  Motion: T	ng of September 04, 2012 e accounts payable: o move approval and payarough August 31, 2012 is rovided by the Village Treat	yment of the accounts in the aggregate amou	payable for the perion of \$1,207,268.63	od of August 04, 2012 as set forth on the list
STAFF APPRO	APPROVAL	APPROVAL	APPROVAL	MANAGER'S
COMMITTEE	ACTION:			
BOARD ACTION	ON:			

#### VILLAGE OF HINSDALE

# **ACCOUNTS PAYABLE WARRANT REGISTER #1528**

FOR PERIOD August 04, 2012 through August 31, 2012

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,207,268.63 has been reviewed and approved by the below named officials.

APPROVED BY	Varily Ster	lu	DATE 8/29/12	
V	ILLAGE TREASURER/	ASSISTANT VILLAGE N	MANAGER	
APPROVED BY	VILLA	AGE MANAGER	DATE 5/30/12	<u>_</u>
APPROVED BY		**************************************	DATE	
	V/11 1	ACE TRICTEE		

# Village of Hinsdale Warrant # 1528 Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
Corporate Fund	10000	248,450.74		248,450.74
Capital Projects Fund	45300	123,243.30		123,243.30
Woodlands SSA	48100	215.00		215.00
Water & Sewer Operations	61061	397,836.73	-	397,836.73
Water & Sewer Capital	61062	112,689.72	-	112,689.72
Escrow Funds	72100	66,500.00	-	66,500.00
Payroll Revolving Fund	79000	33,777.24	224,555.90	258,333.14
Total		982,712.73	224,555.90	1,207,268.63

		WARRANT REGISTER #	1528	9/ 4/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE	INVOICE	CHECK AMOUNT
AFLAC	-FLEXONE			
	ALFAC OTHER	08171200000000	276.90	
	AFLAC OTHER	08171200000000	264.33	
168807	AFLAC SLAC	081712000000000 CHECK NO. 91288	204.90	746.13
AT &	r			
168816	PHONE BILL	630789701-07/12 CHECK NO. 91289	182.15	182.15
COLON	AL LIFE PROCCESSING			
168798	COLONIAL S L A C	081712000000000	54.33	
168799	COLONIAL OTHER	08171200000000	27.63	
		CHECK NO. 91290		81.96
	A INDUSTRIES INC.			
168813	STREET SWEEPER 05/12	45955 CHECK NO. 91291	1944.81	1944.81
		CHECK NO. 91291		1944.01
FIREHO				
168815	RENEWAL	61004	29.95	20.25
		CHECK NO. 91292		29.95
	ONE STORES			
168814	TIRES	089034 CHECK NO. 91293	445.00	445.00
m.r.o.:				
	WIDE RETIREMENT SOL USCM/PEBSCO	08171200000000	2040.00	
	USCM/PEBSCO	08171200000000	38.01	
		CHECK NO. 91294	551.02	2078.01
NATION	WIDE TRUST CO.FSB			
	PEHP REGULAR	08171200000000	2301.08	
168809	PEHPPD	08171200000000	545.27	
		CHECK NO. 91295		2846.35
NEXTEL	/SPRINT			
168812	CELL PHONES	9777405151-07/12	2449.51	
		CHECK NO. 91296		2449.51
STATE	DISBURSEMENT UNIT			
168810	CHILD SUPPORT	081712000000000	1411.38	1411 20
		CHECK NO. 91297		1411.38
	DISBURSEMENT UNIT			
168811	CHILD SUPPORT	08171200000000	313.21	

	WARR	ANT REGISTER #		1528	9/ 4/12
vou.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	CHECK AMOUNT
STATE	DISBURSEMENT UNIT	CHECK NO.	91298		313.21
168802 168803	EE OF HINSDALE MEDICAL REIMBURSEMENT MEDICAL REIMBURSEMENT DEP CARE REIMB.F/P	08171200000000 08171200000000 08171200000000 CHECK NO.		125.00 499.16 30.41	654.57
	CINERATOR SITE T/FD LWD INCINERATOR SETTLEMEN	250000 CHECK NO.	91300	2500.00	2500.00
	SOCCER CAMPS, INC YOUTH SOCCER	134640 CHECK NO.	91301	1346.40	1346.40
	GARAGE DOOR, INC DOOR REPAIRS	61152 CHECK NO.	91302	230.00	230.00
	MMERCIAL MAINT SERV KLM CLEANING	058 CHECK NO.	91303	1716.00	1716.00
	ED PARTS & SERVICE KLM BROCHURES	153784 CHECK NO.	91304	168.35	168.35
	FLEXONE SERVICE FEES	455027 CHECK NO.	91305	78.00	78.00
	E EQUIPMENT EQUIPMENT	82105 CHECK NO.	91306	135.00	135.00
	WASTE REPUBLIC SVC REFUSE REMOVAL	0551009539108 CHECK NO.	91307	424.82	424.82
	AN EXPRESS ASST SUPPLIES/DINNERS	802005-07/12 CHECK NO.	91308	1117.49	1117.49
	MEDICAL BILLING LT BILLING FEES	30402	4	2269.49	

WARRANT REGISTER #

PAGE:

1528

9/ 4/12

		MARKANI KEGISIEK #		1526	9/ 4/12
	PAYEE			INVOICE	CHECK
VOII	DESCRIPTON	VENDOR INVOICE		AMOUNT	
¥00,	DESCRIPTON	VENDOR INVOICE		AMOUNT	AMOUNT
ANDRE	S MEDICAL BILLING LT				
		CHECK NO.	91309		2269.49
ARAM,	JOEL				
168963	KLM REFUND	EN120804/20033		500.00	
		CHECK NO.	91310		500.00
	RK UNIFORM SERVICES				
	UNIFORMS	7017752794		152.80	
	UNIFORMS	7017761005		152.80	
169194	UNIFORMS	7017769255		177.03	
		CHECK NO.	91311		482.63
	_				
AT &		(202222062 00/1	2	131 00	
169037	VEECK PARK	6303233863-08/1 CHECK NO.		131.89	131.89
		Check NO.	91314		131.09
ATI.AS	BOBCAT INC				
	SEAL KIT	37942		21.76	
	HYDRAULIC FLUID	38036		193.11	
		CHECK NO.	91313		214.87
•					
BAREN	BERG, DAVE				
168840	BLLRM DANCE REFUND	110414		12.60	
		CHECK NO.	91314		12.60
BATRA	, NITIN				
168984	VOLUNTEER REFUND	0113991		50.00	
		CHECK NO.	91315		50.00
	RIES PLUS	000051405		22.56	
169026	BATTERIES	288251425 CHECK NO.	91316	83.56	83.56
		CHECK NO.	31310		63.50
BEACO	N SSI INCORPORATED				
	FUEL KEYS	69017		412.75	
100001		CHECK NO.	91317		412.75
BENIN	GTON, ERIN				
168898	VOLUNTEER REFUND	113991		50.00	
		CHECK NO.	91318		50.00
BIG T	REES INC.				
168890	TRIBUTE TREE	21683		1250.00	
٠.		CHECK NO.	91319		1250.00
BONO	CSR KATHLEEN W.				

	WARRANT REGISTER #	1528	9/ 4/12
PAYEE		INVOICE	CHECK
VOU. DESCRIPTON	VENDOR INVOICE		AMOUNT
BONO CSR KATHLEEN W.			
168837 PBL HRG 5894	V-04-2012	402.00	
	CHECK NO. 9	1320	402.00
BRYCE DOWNEY & LENKOV			
168852 LEGAL SERVICES	174494	45.00	
	CHECK NO. 9	1321	45.00
CALEA			
168835 NAME PLATES	8604	24.50	
168974 ANNUAL CONF FEE	08862	3915.00	
	CHECK NO. 9	1322	3939.50
CALLONE			
169038 PHONE BILL	1010907300-08/12		
	. CHECK NO. 9	1323	1618.55
CAMARA, MIGUEL			
168899 VOLUNTEER REFUND	113992	50.00	
	CHECK NO. 9	1324	50.00
CASE LOTS INC			
168860 PAPER GOODS	042274	133.20	
168877 PAPER GOODS	042149	433.10	
169190 POOL	042476	326.70	
	CHECK NO. 9	1325	893.00
CATCHING FLUID POWER			
168881 FITTING	5765833	335.95	
	CHECK NO. 9	1326	335.95
CCP INDUSTRIES			
169018 STEELE PLATE	00949339	181.64	
	CHECK NO. 9	1327	181.64
CDW-GOVERNMENT INC.			
168930 USB CABLE	N830300	14.43	
	CHECK NO. 9	1328	14.43
CENTURYLINK QCC			
168846 LD TELEPHONES	1224903296	76.79	
	CHECK NO. 9	1329	76.79
CHICAGO BULLS/WHITE SOX	•		
168819 BASEBALL CAMP	002568	4592.44	
	CHECK NO. 9	1330	4592.44

WARRANT REGISTER #

1528

9/ 4/12

		WARRANI REGISIER #		1526	9/ 4/12
	PAYEE			INVOICE	CHECK
VOU.	DESCRIPTON	VENDOR INVOICE		AMOUNT	
	GO TESTING LABORATOR	110071104		2057 25	
168841	CHESTNUT	11EG71104		2057.25	
103214	CDESINOI	11EG71105 CHECK NO.	01221	3411.50	5468.75
		CHECK NO.	31331		3400.73
CHICA	GO TRIBUNE				
168926	RENEWAL	60334		52.00	
		CHECK NO.	91332		52.00
רחווטי	K, STEVE				
	VOLUNTEER FEE	113993		50.00	
100,00	VODONIBER IBB	CHECK NO.	91333	30.00	50.00
		childre no.	31333		30.00
CINTA	S				
168866	RUGS TOWELS ETC	769838343		209.47	
168886	RUGS TOWELS ETC	769841870		331.25	
169003	UNIFORMS	769845324		209.47	
		CHECK NO.	91334		750.19
CLARE	NDON HILLS PARK DIST				
169209	ZUMBA CLASSES	61222		160.00	
		CHECK NO.	91335		160.00
~					
	BAIRD SMITH LLP	010000		2140.00	
109036	LEGAL FEES	012929 CHECK NO.	01226	3140.00	3140.00
		CHECK NO.	91336		3140.00
CLARK	DIETZ ENGINEERS				
169031	OAK STREET BRIDGE	20		18227.11	
		CHECK NO.	91337		18227.11
CLASS	IC LANDSCAPE LTD				
	MOWING	77816		13308.00	
		CHECK NO.	91338		13308.00
COMED					
	ROBBINS PARK	8521083007-08/1		58.53	
	POOL	8605437007-08/1			
	CLOCK TOWER	0381057101-08/1		25.68	
	BROOK PARK	8605174005-08/1		54.86	
	KLM LODGE VEECK PARK	7093551008-08/1 3454039030-08/1		1716.80 374.52	
	WARMING HOUSE	0203017056-08/1		209.64	
	ROBBINS PARK	0639032045-08/1		39.84	
	TRAIN STATION	8521342001-08/1		144.41	
	BURNSFIELD	8689640004-08/1		15.50	
	VEECK PARK	2425068008-08/1		390.16	
		·			

		WARRANT REGISTER #		1528	9/ 4/12
VOI	PAYEE	WINDON THROTOR		INVOICE	CHECK
٧٥٥.	DESCRIPTON	VENDOR INVOICE		AMOUNT	AMOUNT
COMED					
169042	METRA PK LOT	0203065105-08/	12	63.01	
169043	BURLINGTON PARK	0499147045-08/	12	36.82	
	103 S WASHINGTON	2378029015-08/		34.73	
	ELEANOR PARK	8689206002-08/		37.58	
	PIERCE PARK	7011378007-08/		492.38	
	FOUNTAIN	0471095066/08/		137.39	
	WALNUT STREET	7011481009-08/		26.85	
169173	SAFETY TOWN	7011157008-08/3 7261620005-08/3		52.56 16.45	
	WATER PLANT	8521400008-08/		31.12	
	STOUGH PARK	8689480008-07/		15.50	
103130	orodon rina	CHECK NO.		23.30	7467.95
		***************************************			
COMME	CIAL COFFEE SERVICE				
168879	COFFEE SUPPLIES	114311		69.00	
169210	COFFEE	114495		117.00	
		CHECK NO.	91340		186.00
CONSE					
169156	ATHLETIC PAINT	1612487		3042.00	
		CHECK NO.	91341		3042.00
COOK	COUNTY RECORDER				
	RECORDINGS	305073112		224.00	
100043	RECORDINGS	CHECK NO.	91342	224.00	224.00
		<b>5.1.2</b> 5.1.7			
D & B	FABRICATORS				
169019	GLOVES/MUFFS	5203		46.00	
		CHECK NO.	91343		46.00
	LACK GLASS & MIRROR				
168975	CLEAR LEXON	W020367		265.00	
		CHECK NO.	91344		265.00
DARLT	IG /MODUA G				
	IG/TORVAC PW GARAGE	0902178970		995.00	
100997	FW GARAGE	CHECK NO.	91345	223.00	995.00
		CHECK NO.	71313		333.00
DAVEY	TREE EXPERT				
168885	TREE RENEWAL	905989301		405.00	
		CHECK NO.	91346		405.00
DEJANA	INDUSTRIES INC.				
168826	SWEEPER RENTAL	46195		952.56	
169008	SWEEPER RENTAL	46222		873.18	
		CHECK NO.	91347		1825.74

		WARRANT REGISTER #		1528	9/ 4/12
vou.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	
	ND SPEED PRODUCTS SAW BLADES	29133		253.18	
		CHECK NO.	91348		253.18
	ADVANTAGE INC	4011		4170 00	
103133	PROF MARKETING	4211 CHECK NO.	91349	4178.00	4178.00
	SHRED, INC.				
168867	SHREDDING	28539 CHECK NO.	91350	60.00	60.00
	JENNIFER				
168901	VOLUNTEER FEE	113994 CHECK NO.	91351	50.00	50.00
	PARKING TECH, INC				
168939	KEYS	61151 CHECK NO.	91352	57.00	57.00
	COUNTY TREASURER				
168957	TRANSACTION FEE	1093 CHECK NO.	91353	9.48	9.48
DUPAGE	WATER COMMISSION				
168845	WATER	09689 CHECK NO.	91354	375900.31	375900.31
DYNIS,	RICK	•			
168902	VOLUNTEER FEES	113995 CHECK NO.	91355	50.00	50.00
EAGLE	UNIFORMS INC				
168887	UNIFORMS	217657/58/54 CHECK NO.	91356	380.75	380.75
ELBREC	CHT, THOMAS				
168903	VOLUNTEER FEE	113996 CHECK NO.	91357	50.00	50.00
	-TEST/PERRY LABORAT				
168869	LAB SERVICES	12129091 CHECK NO.	91358	150.00	150.00
EXCELI	FASTENER SOLUTIONS				
169180	CONNECTORS	2554 CHECK NO.	91359	25.50	25.50

		WARRANT REGISTER #		1528	9/ 4/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE	CHECK AMOUNT
	N ENGERY INC				
	ST LIGHTING ELM STREET	200239600250 100421700340 CHECK NO.	91360	315.55 346.64	662.19
FEDEX					
169185	OVER NIGHT MAIL	799387212 CHECK NO.	91361	99.29	99.29
FIREST	TONE STORES				
169165	TIRES	090664 CHECK NO.	91362	512.64	512.64
FOX V	ALLEY FIRE & SAFETY				
168858	RECHARGE FIRE EXT	709045 CHECK NO.	91363	70.00	70.00
FRED G	SLINKE PLUMBING AND			•	
169016	SUPPLIES	28845 CHECK NO.	91364	14.05	14.05
FREY,	LYNN				
169204	UMPIRE	61223 CHECK NO.	91365	93.00	93.00
FUCHS	& ROSELLI, LTD				
168922	LEGAL	122769 CHECK NO.	91366	180.00	180.00
FUKAR,	KEN				
169205		61225 CHECK NO.	91367	139.50	139.50
G 2 BU	JILDERS				
168941	CONT BD/500 E OGDEN	20572 CHECK NO.	91368	1500.00	1500.00
GARY J	OHNSTON				
168833	PERMIT FEES	17550-07/12 CHECK NO.	91369	175.50	175.50
GIULIA	NOS				*
169161	WP MEALS	6855 CHECK NO.	91370	68.55	68.55
GOOD S	AMARITAN EMSS				
	LARGE SOP BOOKS	61164		130.00	

		WARRANT REGISTER #		1528	9/ 4/12
vou.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	CHECK AMOUNT
	•				
GOOD S	SAMARITAN EMSS				
	LICENSE	61175		190.00	
		CHECK NO.	91371		320.00
CDATM	GER, INC.				
	SLEEVES	9902515015		14.36	
	BUILDING	9895862812		286.59	
	BELT/MISC SUPPLIES	9897251188		101.30	
	LATCH PARTS	9898880712		106.92	
		CHECK NO.	91372		509.17
HARECI	K, ROBERT				
	VOLUNTEER FEE	113997		330.00	
		CHECK NO.	91373		330.00
HANSON	N AGGREGATES INC				
	STONES	5301532		514.81	
	STONES	5302821		992.12	
169047		5304641		527.89	
	STONE	5305272		514.27	
	•	CHECK NO.	91374		2549.09
HAO CI	HANG/WEI WEI JIANG				
	CONT BD/346 MINNEOLA	20467		10000.00	
		CHECK NO.	91375		10000.00
HAO CI	HANG/WEI WEI JIANG				
169170	STM WTR/346 MINNEOLA	20468		3000.00	
		CHECK NO.	91376		3000.00
HARRIS	S, JAMES				
168904	VOULUNTEER FEE	113998		50.00	
		CHECK NO.	91377		50.00
HAWKI	NS, INC.				
168882	POOL CHEMICALS	3373758		435.05	
168976	POOL CHEMICALS	3375934		372.35	
169014	POOL CHEMICALS	3374317		502.30	
169183	POOL CHEMICALS	3378506		617.25	
		CHECK NO.	91378		1926.95
HD SU	PPLY WATERWORKS				
168823	WATER MAIN	5205371		1955.99	
		CHECK NO.	91379		1955.99
HEALY	, COLLEEN				
	CONT BD/4 E SIXTH ST	20635		500.00	

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	WARRANT REGISTER #	1528	9/ 4/12
PAYEE VOU. DESCRIPTON	VENDOR INVOICE	INVOICE AMOUNT	
HEALY, COLLEEN	CHECK NO. 9	91380	500.00
HERATY, MICHAEL 168946 CONT BD/723 S MONROE		500.00	500.00
HICKS, JOSEPH	CHECK NO. 9	91381	500.00
168906 VOLUNTEER FEES	113999 CHECK NO. 9	50.00 91382	50.00
HINSDALE NURSERIES, INC. 168825 PLANT MATERIAL	679268	310.00	
HOME DEPOT CREDIT SERVICE	CHECK NO. 9	91383	310.00
169040 ASST SUPPLIES	8027257/469/315 CHECK NO. 9		475.27
HOVING PIT STOP 169153 PORTABLES	56911	314.00	
	CHECK NO.	91385	314.00
HR BLUEPRINT 168839 ATLAS	83548/49 CHECK NO. 9	291.65 91386	291.65
HR GREEN INC 168921 WOODLANDS	81654	23852.95	
168923 ADMIN COORDINATOR	81617 CHECK NO.	47.00	23899.95
HUFF & HUFF INC			
168842 SAMPLING	1207091 CHECK NO. 9	1204.83	1204.83
I F C A 168865 CLASS	FO120828 CHECK NO.	900.00	900.00
IACE 168935 SEMINAR	60580 CHECK NO. 9	35.00 91390	35.00
ICE MOUNTAIN WATER 168822 REFRESHMENTS	02G0120706023 CHECK NO. 9	56.79 91391	56.79

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	. W	ARRANT REGISTER #		1528	9/ 4/12
VOU. DES		VENDOR INVOICE		INVOICE AMOUNT	
IL DEPART 168951 REN	MENT OF PUBLIC	61171 CHECK NO.	91392	50.00	50.00
IL SECRET 168937 TIT	TARY OF STATE	61150 CHECK NO.	91393	95.00 ·	95.00
ILLCO, IN 169179 CLA		2303103 CHECK NO.	91394	54.88	54.88
IMAGE MAS 168940 OFF	TER CICIAL STATEMENT PRT	RS 33232 CHECK NO.	91395	1885.01	1885.01
	ON DEVELOPMENT LOG/ WEB BASED	100603 CHECK NO.	91396	5561.00	5561.00
	: IN BASIC LIFE L BROCHURE	20120156 CHECK NO.	91397	5260.11	5260.11
INTERNATI 168928 DUE	ONAL CODE COUNCI S	2902671-08/12 CHECK NO.	91398	125.00	125.00
IRMA 169216 JUL	Y DEDUCTIBLES	0011698/11724 CHECK NO.	91399	6269.14	6269.14
J & L ENG 168836 LET 168953 NAM	TERING	1502 1512 CHECK NO.	91400	28.00 43.50	71.50
	HOMES LLC TT BD/821 S ELM	20636 CHECK NO.	91401	1000.00	1000.00
J JORDAN 169025 CON	HOMES LLC TT BD/821 S ELM	20493 CHECK NO.	91402	10000.00	10000.00
	CHRISTOPHER TT BD/520 COUNTY LIN	E 20749		500.00	

	WARRANT REGISTER #		1528	9/ 4/12
PAYEE VOU. DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	
JEANNIN, CHRISTOPHER	CHECK NO.	91403		500.00
JEMS 169198 EMS RENEWAL	4400-08/12 CHECK NO.	91404	44.00	44.00
KALEIDOSCOPE CHILDRENS 169013 INSTRUCTION *REIMB E	XP* 115124 CHECK NO.	91405	1967.00	1967.00
KH KIMS TAE KWON DO 168880 SEASONALLY *REIMB EX	P* 116115 CHECK NO.	91406	2326.50	2326.50
KIEFT BROS INC 168983 BASIN REPAIRS	188629 CHECK NO.	91407	980.01	980.01
KINGS LANDSCAPING CO 168945 CONT BD/423 N MADISO	N 20813 CHECK NO.	91408	500.00	500.00
KLEIN, THORPE, JENKINS LTD 168855 LEGAL SERVICES	159462 CHECK NO.	91409	8754.38	8754.38
KNOX COLLEGE 168966 KLM REFUND	EN120805/20058 CHECK NO.	91410	275.00	275.00
KOEHLER, JUSTIN 168961 KLM REFUND	EN120809/20095 CHECK NO.		250.00	250.00
KONECRANES, INC 169192 WP/POOL	CHI00699586 CHECK NO.	91412	770.00	770.00
KRAMER, DOUG 168907 VOLUNTEER FEE	114001 CHECK NO.	91413	50.00	50.00
KREJCI, MEL 169208 UMPIRE	61228 CHECK NO.	91414	57.75	57.75

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	WARRANT REGISTER #		1528	9/ 4/12
PAYEE VOU. DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	CHECK
KROESCHELL ENGINEERING CO 169012 REPAIRS	44099 CHECK NO.	91415	3880.50	3880.50
LAMANTIA BUILDING & SUPPL 168950 CONT BD/1140 OLD MII	LL RD 020604 CHECK NO.	91416	1000.00	1000.00
LANDSCAPE CONCEPTS MNGEMT 168824 TREE REMOVAL 168828 TREE REMOVAL	40559 40288 CHECK NO.	91417	5003.50 6867.50	11871.00
LEWIS, JOAN 168948 CONT BD/357 N ELM	20725 CHECK NO.	91418	500.00	500.00
LIFEGUARD STORE 169049 RESCUE TUBE	102716 CHECK NO.	91419	442.00	442.00
LIFELINE SCREENING 168965 KLM REFUND	EN120802/20083 CHECK NO.		250.00	250.00
LORENZ, ANN 168908 VOLUNTEER FEE	114002 CHECK NO.	91421	50.00	50.00
LUO, HONG G 168999 CONT BD/713 N ELM S'	T 20329 CHECK NO.	91422	500.00	500.00
M E SIMPSON CO INC 169146 WATER METER TESTING	22457 CHECK NO.	91423	800.00	800.00
MACH 1 INC 169168 CONT BD/14 S MADISON	N 19327 CHECK NO.	91424	1000.00	1000.00
MAGIC OF GARY KANTOR 168938 MAGIC	61216 CHECK NO.	91425	52.50	52.50
MAKDAH, GEORGE 169000 CONT BD/228 S THURL	0 19946		10000.00	

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	WARRANT REGISTER #		1528	9/ 4/12
PAYEE VOU. DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	CHECK AMOUNT
MAKDAH, GEORGE	CHECK NO.	91426		10000.00
MAKDAH, GEORGE 169001 SITE MNGE/228 S THUR	LOW 19947 CHECK NO.	91427	3000.00	3000.00
MALONEY, MICHAEL 168925 CLASS CANCELLED	113777 CHECK NO.	91428	147.00	147.00
MANGANIELLO, JIM 169004 METER READINGS	142560 CHECK NO.	91429	1425.60	1425.60
MARS, ROBERT 169022 CONT BD/844 N WASHIN	GTON 20680 CHECK NO.	91430	500.00	500.00
MARTINA, DON 169206 UMPIRE	61226 CHECK NO.	91431	93.00	93.00
MATHEWS, DAVE 169207 UMPIRE	61227 CHECK NO.	91432	186.00	186.00
MCGEEVER, MARY 168971 CLASS REFUND	114081 CHECK NO.	91433	75.00	75.00
MICRO CENTER A/R 168929 BATTERIES	2887058 CHECK NO.	91434	51.98	51.98
MIDWEST AIR PRO 169164 UP GRADE	11978 CHECK NO.	91435	4325.00	4325.00
MIDWEST ENVIRONMENTAL 168817 PRE EMPLOYMENT EXAMS	HI01-07/12 CHECK NO.	91436	462.00	462.00
MILLER, JANICE 168936 PKWAY TREES	65725 CHECK NO.	91437	214.99	214.99

	Vi	llage of Hinsdale		I	AGE: 15
		WARRANT REGISTER #		1528	9/ 4/12
vou.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	CHECK
	ELECTRONICS				
168857	REPAIRS	246370 CHECK NO.	91438	95.00	95.00
MOTOR	DLA				
	VHF ANTENNA	115963		58.75	
		CHECK NO.	91439		58.75
	PARKING LOT MAINT				
169035	CONT BD/600 W OGDEN	20676		500.00	
		CHECK NO.	91440		500.00
NELS 3	JOHNSON TREE EXPT				
168849	FERTILIZER	95341		95.00	
168884	TREE INJECTIONS	94413		7168.00	
		CHECK NO.	91441		7263.00
NFPA					
168844	BROCHURES	5573238Y		166.45	
168927	RENEWAL	5583287X-08/12		165.00	
		CHECK NO.	91442		331.45
NICOR	GAS				
168853	KLM	0667735657-07/1	2	94.17	
168854	KLM	1295211000-07/1	2	25.18	
169197	GENERATOR	3846601000-08/1		82.48	
		CHECK NO.	91443		201.83
	HER, RALPH				
169212	RECERTIFICATION	60229		100.00	
		CHECK NO.	91444		100.00
NIKOLA	S THEOTIKOS, HELEN				
168970	CLASS REFUND	114079		125.00	
		CHECK NO.	91445		125.00
NORTHE	ASTERN IL PUBLIC				
168933	LECTURE	9468		200.00	
		CHECK NO.	91446		200.00
NUCO2	INC				
	SUPPLIES	R134974402		199.10	
		CHECK NO.	91447		199.10

38754

CHECK NO.

91448

793.00

793.00

NUTOYS LEISURE PRODUCTS 169157 TIRE SWING

21.64

21.64

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	WARR	ANT REGISTER #		1528	9/ 4/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE	CHECK AMOUNT
	Y HOME BUILDERS SITE MNGE/410 W HICKORY	20462 CHECK NO.	91449	3000.00	3000.00
	BERG, TED VOLUNTEER FEE	114114 CHECK NO.	91450	50.00	50.00
	IC TELEMANAGEMENT PAY PHONES	.431423 CHECK NO.	91451	153.00	153.00
	CK PUBLICATIONS, INC WATER PARKS AD	128 CHECK NO.	91452	260.00	260.00
	SPORTS INC BASE BALLS	12774500 CHECK NO.	91453	199.60	199.60
	NNEL STRATEGIES LLC PRE EMPLOYMENT PHYSICAL	500-08/12 CHECK NO.	91454	500.00	500.00
	RA, CHRISTOPHER SITE MNGE/613 N ELM	20459 CHECK NO.	91455	3000.00	3000.00
	RA, CHRISTOPHER CONT BD/613 N ELM	20460 CHECK NO.	91456	10000.00	10000.00
PIRTA 169034	NO WOODLANDS	#1 BALANCE CHECK NO.	91457	4000.00	4000.00
	BURG WATER COOLER FOUNTAIN	478918583 CHECK NO.	91458	2142.25	2142.25
	L SR, BRIAN CLASS REFUND	114075 CHECK NO.	91459	50.00	50.00

43843219

CHECK NO.

91460

PRAXAIR DISTRIBUTION, INC

169201 POOL

	WARRANT REGISTER #		1528	9/ 4/12
PAYEE			INVOICE	CHECK
VOU. DESCRIPTON	VENDOR INVOICE		AMOUNT	AMOUNT
PRIEST, ANDREA				
168909 50.	114004 CHECK NO.	91461	50.00	50.00
PRO SAFETY				
169006 EAR PLUGS/GLOVES	2/733160 CHECK NO.	91462	74.55	74.55
PROFESSIONAL PERMITS &				
168856 ZONING REFUND	A-8-10		408.00	
	CHECK NO.	91463		408.00
PROLIANCE ENERGY, LLC				
168996 GAS	201207I001949		912.63	
	CHECK NO.	91464		912.63
PROVEN BUSINESS SYSTEMS				
168998 COPIER OVERCHARGE	124070		1346.31	
169041 COPIER MAINT	124687		940.00	
	CHECK NO.	91465		2286.31
QUARRY MATERIALS, INC.				
168871 SURFACE	44657		906.36	
168874 ASPHALT	44736		872.64	
168888 COLD PATCH	44781		952.10	
168895 SURFACE	44757		826.20	
169010 ASPHALT BREAKS	44827		862.38	
169051 BREAKS	44856		431.46	
169150 SURFACE 169189 PATCH	44876 44895		764.10 429.84	
169189 PAICH	CHECK NO.	91466	425.04	6045.08
	,			
QURESHI, NIEMA				
168910 VOLUNTEER FEE	114003		50.00	
	CHECK NO.	91467		50.00
RAY OHERRON CO INC				
168891 DRUG TESTING	0057525		51.90	
168934 BATTERY	0057488		116.85	
	CHECK NO.	91468		168.75
RAY OHERRON CO. INC				
168864 BULLETS	1219781		654.00	
	CHECK NO.	91469		654.00
RECON SOLUTIONS				
168848 ZONING CERTIFICATE	13000-07/12		130.00	

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95.00

	WARRA	ANT REGISTER #		1528	9/ 4/12
vou.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE	CHECK AMOUNT
RECON	SOLUTIONS	CHECK NO.	91470		130.00
	CY GARAGES INC CONT BD/738 S STOUGH	20567 CHECK NO.	91471	750.00	750.00
RELIA 168870	BLE FIRE EQUIPMENT C PD/FD	591483 CHECK NO.	91472	163.55	163.55
169032	SHARPE & ASSOCIATES 2013 RECONSTRUCTION DESIG 2013 RESURFACING DESIGN		91473	16228.75 29264.65	45493.40
REPP, 168964	ANGIE KLM REFUND	EN120803/20075 CHECK NO.		500.00	500.00
	NAY, LAWRENCE CLASS REFUND	114074 CHECK NO.	91475	50.00	50.00
ROBBIN 169215	NS SCHWARTZ NICHOLA LEGAL	243795 CHECK NO.	91476	215.00	215.00
	SON, BARRY KLM REFUND	EN120810/20042 CHECK NO.		250.00	250.00
	L, MARGARET VOLUNTEER FEE	114005 CHECK NO.	91478	50.00	50.00
	OGE PRINTING CO. BUSINESS CARDS	114467 CHECK NO.	91479	50.37	50.37
	SIGN & DECAL HANDICAP HANG TAGS	276937 CHECK NO.	91480	102.25	102.25
	EXPRESS BROCHURE P/U	22500	01491	95.00	95 00

CHECK NO.

91481

	WA	ARRANT REGISTER #		1528	9/ 4/12
vou.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	CHECK AMOUNT
SCHUL	ZE, SUSAN				
168912	VOLUNTEER FEE	114006 CHECK NO.	91482	70.00	70.00
			71.02		70.00
	METERING SYSTEMS RENEWAL	7312006202		1504 60	
100313	KENEWAL	ZA13006382 CHECK NO.	91483	1524.60	1524.60
SERVI	CE FORMS & GRAPHICS				
168829	PO BKS/BUS CARDS	141564		447.20	
	BUSINESS CARDS	141710		43.87	
169050	BUSINESS CARDS	141744 CHECK NO.	91484	43.87	534.94
CUPDWI	N WILLIAM				
	WHITE TRAFFIC	28834		137.50	
169145	TRAFFIC PAINT	30962		687.50	
169211	PAINT	37306		206.25	
		CHECK NO.	91485		1031.25
SHININ	G STAR PRODUCTIONS				
169163	CLASS	113119		768.00	
		CHECK NO.	91486		768.00
SIKICH	I, LLP				
168831	AUDIT SERVICES	147697		9000.00	
		CHECK NO.	91487		9000.00
SKYHAW	KS SPORT ACADEMY IN				
168818	INSTRUCTION *REIMB EXP*			8954.60	
		CHECK NO.	91488		8954.60
SLAS,		220			
169203	INSTRUCTION *REIMB EXP*	CHECK NO.	91489	330.00	330.00
		ciacit no.	31103		330.00
	EST CENTRAL DISPATC				
	FIRE DISPATCH POLICE DISPATCH	10201166-09/12 101201163-09/12		6048.28 22413.46	
100930	FOLICE DISPAICA	·	91490	22413.40	28461,74
STANDA	RD & POORS				
	RATING FEE	10303564		10000.00	
		CHECK NO.	91491		10000.00
STANDA	RD INDUSTRIAL				
	LIFT INSPECTIONS	53878		350.00	

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WARR	ANT REGISTER #		1528	9/ 4/12
PAYEE VOU. DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	
STANDARD INDUSTRIAL	CHECK NO.	91492		350.00
STEPHANIE LUFRANO FRANTZ 168918 CLASS	72512 CHECK NO.	91493	105.00	105.00
STOCKMAL, PETER 168913 VOLUNTEER FEE	114007 CHECK NO.	91494	50.00	50.00
STRYKER SALES CORP 169048 AMB COT	1153163 CHECK NO.	91495	13072.00	13072.00
SUBURBAN LABORATORIES, IN 169009 DISINFECTANT/BY PRODUCTS	20099 CHECK NO.	91496	815.00	815.00
SUBURBAN LIFE PUBLICATION 168830 POOL AD	579735 CHECK NO.	91497	430.00	430.00
SUTTON, WILLIAM 168944 SITE MNGE/131 S COUNTY LN	20118 CHECK NO.	91498	3000.00	3000.00
SWCD 911 168862 AUGUST SURCHARGES PD	204107000-08/12 CHECK NO.		3380.00	3380.00
TARVIN, MAYR 168914 VOLUNTEER FEE	114008 CHECK NO.	91500	50.00	50.00
THE MARTIN COMPANY 168919 NAMEPLATES	176374 CHECK NO.	91501	73.47	73.47
THE PEAS & CORN CO INC 169182 SHOE POLISHER	26159 CHECK NO.	91502	235.00	235.00
THIRD MILLENIUM 169188 UTILITY BILLING	14938 CHECK NO.	91503	1005.74	1005.74

	vi	llage of Hinsdale		P	AGE: 21
		WARRANT REGISTER #		1528	9/ 4/12
VOU.	PAYEE DESCRIPTON	VENDOR INVOICE		INVOICE AMOUNT	
	SON ELEVATOR INSPEC ELEVATOR INSPECTION	122717 CHECK NO.	91504	100.00	100.00
	ONCRETE CONST INC ROBBINS PK/S ELM ST	381000 CHECK NO.	91505	3810.00	3810.00
	PARKING SOLUTIONS PARKING METERS	101830 CHECK NO.	91506	2160.00	2160.00
	LDG CODE CONSULTANT PLAN REVIEW	6301 CHECK NO.	91507	5812.00	5812.00
TRAFF: 168894 169151		74590 74706		282.06 793.50	
169187	SIGNS	74733/74734 CHECK NO.	91508	162.35	1237.91
TRANE		606063171		58.00	
168968 169039		6868631R1 6881661R1 CHECK NO.	91509	57.83 65.22	123.05
TREAS	URER, STATE OF ILL				
169213	GARFIELD	105346 CHECK NO.	91510	127005.80	127005.80
TYCO I	INTEGRATED SECURITY				
169154		76822877		87.60	
169155	ALARM	76738716 CHECK NO.	91511	620.11	707.71
TYSON	INTEGRATED SECURITY				
169002	FIRE ALARM/BURNSFIELD	O 68876083 CHECK NO.	91512	5009.50	5009.50
	_				

188824

21069

CHECK NO.

CHECK NO.

91513

91514

81.00

210.69

81.00

210.69

US GAS 168859 OXYGEN

VILLAGE OF HINSDALE-FIRE

168851 FD PETTY CASH

WARRANT REGISTER #

9/ 4/12

le PAGE

1528

					-, -,
	PAYEE			INVOICE	CHECK
vou.	DESCRIPTON	VENDOR INVOICE	3	AMOUNT	AMOUNT
	OUSE DIRECT INC	1626999			
	OFFICE SUPPLIES POLICE OFFICE SUPPLIES	1636777		276.98	
	OFFICE SUPPLIES			270.84	
	OFFICE SUPPLIES/PAPER	1656324 1652191/2222/2	57	213.09 1505.01	
	OFFICE SUPPLIES	16590830	537	395.48	
	OFFICE SUPPLIES	16613940		132.23	
	***************************************	CHECK NO.	91515	138.23	2793.63
	URN MACHINERY, INC				
	SERVICE CALL	92196		221.25	
169162	DRYER PARTS	92256		390.77	
		CHECK NO.	91516		612.02
WEST	PAYMENT CENTER				
	REPORTS	825398741		130.90	
		CHECK NO.	91517	130.30	130.90
WILLO	WBROOK FORD INC				
168917	NUTS	5073716		12.00	
		CHECK NO.	91518		12.00
MINGE	EN TANDOGADE				
	EN LANDSCAPE CONT BD/241 W NINTH	20600		1750 00	
100343	CONT BD/241 W NINIH	20698 CHECK NO.	91519	1750.00	1750.00
		Check No.	91319		1750.00
WINKL	ERS TREE SERVICE IN				
	EAB TREATMENT	61008		1180.35	
		CHECK NO.	91520		1180.35
•					
	INDUSTRIES, INC.				
168981	GENERATOR ANNUAL TEST			6931.50	
		CHECK NO.	91521		6931.50
WOT THE	Denev				
	, DEREK CLASS CANCELLED	113587		154.20	
100924	CDASS CANCEDDED	CHECK NO.	91522	154.20	154.20
		CHECK NO.	71522		134.20
WORLDI	POINT				
	CPR CARDS	5281470		161.95	
		CHECK NO.	91523		161.95
	FF FOR TRAINS				
168947	CONT BD/420 MILLS	20744		500.00	
		CHECK NO.	91524		500.00
7,70001	LL WATER SERVICE				
410001	THATER SERVICE				

21838.94

1411.38

313.21 982,712.73

1411.38

313.21

Village of Hinsdale PAGE: 23 9/ 4/12 WARRANT REGISTER # 1528 PAYEE INVOICE CHECK AMOUNT AMOUNT VOU. DESCRIPTON VENDOR INVOICE ZIEBELL WATER SERVICE 168978 WATER MAIN SUPPLIES 217263 529.26 482.28 168979 WATER MSIN SUPPLIES 217263-1 742.98 168980 WATER MAIN SUPPLIES 217263-2 3346,12 169186 WATER MAIN SUPPLIES 217352000 CHECK NO. 91525 5100.64 ZOCKLEIN & ASSOC 09082013 349.00 168863 WORKSHOP CHECK NO. 91526 349.00 LEWIS, HENRY 500.00 169224 KLM REFUND 113576 500.00 CHECK NO. 91527 NATIONWIDE RETIREMENT SOL 2040.00 169217 USCM/PEBSCO 083112000000000 083112000000000 42.10 169218 USCM/PEBSCO CHECK NO. 91528 2082.10 NATIONWIDE TRUST CO.FSB 18988.63 169219 ACCRUED SK PEHP BONUS 083112000000000 2305.04 169220 PEHP REGULAR 083112000000000 083112000000000 545.27 169221 PEHPPD

CHECK NO. 91529

GRAND TOTAL

083112000000000 CHECK NO. 91530

083112000000000 CHECK NO. 91531

STATE DISBURSEMENT UNIT

STATE DISBURSEMENT UNIT

169222 CHILD SUPPORT

169223 CHILD SUPPORT

# Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1528

Payee/ Date Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 8/17/2012 Village Payroll # 17 - Calendar 2012	FWH	43,398.36
Electronic Federal Tax Payment Systems 8/31/2012 Village Payroll # 18 - Calendar 2012	FWH	46,357.84
Electronic Federal Tax Payment Systems 8/17/2012 Village Payroll # 17 - Calendar 2012	FICA/MCARE	32,484.45
Electronic Federal Tax Payment Systems 8/31/2012 Village Payroll # 18 - Calendar 2012	FICA/MCARE	31,162.17
Illinois Department of Revenue 8/17/2012 Village Payroll # 17 - Calendar 2012	State Tax Withholding	16,788.81
Illinois Department of Revenue 8/31/2012 Village Payroll # 18 - Calendar 2012	State Tax Withholding	17,044.94
ICMA - 457 Plans 8/17/2012 Village Payroll # 17 - Calendar 2012	Employee Withholding	12,588.16
ICMA - 457 Plans 8/31/2012 Village Payroll # 18 - Calendar 2012	Employee Withholding	23,158.04
HSA Plan Contribution 8/17/2012 Village Payroll # 17 - Calendar 2012	Employee Withholding	1,573.13
	Total Bank Wire Transfers and ACH Payments	224,555.90

**DATE:** August 31, 2012

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Administration
ITEM Approval of an Agreement with Bernardi Securities to Act as Underwriter on the Issuance of	APPROVAL Assistant Village Manager/
Special Service Area Bonds	Finance Director

Earlier this year, the Village created Special Serve Area #13 in order to provide a mechanism to finance the resident's share of the Woodlands project. The amount of the proposed bond issue is expected to be \$1.575 million (an additional \$525,000 was raised late last year from those homeowners who elected to not be in the Special Service Area). As part of this process, I have been working with the Village's Financial Adviser, Speer Financial, to determine the best way to sell bonds for this purpose. Due to the nature of Special Service Area Bonds (these are <u>not</u> general obligations of the Village), and due to the size of the issue, we have been proceeding using a "negotiated" process, in lieu the normal competitive process, to sell these bonds.

Speer Financial has recommended that Bernardi Securities act as the underwriter on these bonds. Attached is the proposed engagement letter from the underwriter. The maximum fee for their work on the bond issue would be 1.25% of the proposed bond issue, which would amount to \$19,687.50 for a bond issue of \$1.575 million. The fee quoted is reasonable considering the type of bonds we are planning on issuing. We expect to formally sell these SSA bonds during November.

If the Board concurs with this recommendation the following motion would be in order:

Motion: To Approve the Attached Agreement with Bernardi Securities to Act as Underwriter on the Issuance of Special Service Area Bonds. .

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE A	CTION:			
COMMINICAL				
BOARD ACTIO	N.			
- BUARD ACTIO	IN:			

# BERNARDISECURITIESE MUNICIPAL BOND SPECIALISTS

Village of Hinsdale 19 E. Chicago Avenue Hinsdale, Illinois 60521

August 6, 2012

Dear President Cauley:

Bernardi Securities, Inc., acting as Underwriter (the "Underwriter"), anticipates structuring and underwriting Special Service Area Bonds (the "Bonds") on behalf of the Village of Hinsdale, Cook County, Illinois (the "Village") for the purpose of providing municipal services in the Special Service Area (consisting of property contained in the Woodlands neighborhood) and paying for the costs of issuance associated with the Bonds. We understand that Speer Financial, Inc. is the Village's financial advisor acting in a fiduciary capacity.

This contract will serve as the Underwriter's authorization to structure and underwrite the Bonds and to prepare all necessary documents in connection with the issuance of the bonds unless otherwise directed. At such time as the Village has approved all of the documents and proceedings related to the issuance of the Bonds, the Underwriter will be expected to submit a detailed purchase agreement to the Village for execution that includes, among other things, final interest rates, dated date, principal maturity dates, interest payment dates, and other closing documents for issuing the Bonds.

All costs of issuance are to be paid from Bond proceeds and, as applicable, other funds. These costs include but are not limited to: legal fees, trustee fees, if any, paying agent / bond registrar fees, book-entry setup charges, escrow verification fees, if any, escrow agent fees, if any, CUSIP costs, and any rating and bond insurance fees. Bernardi Securities, Inc.'s underwriting fee will also be paid from Bond proceeds and shall not exceed 1.25% of the par amount of the Bonds.

The rules of the Municipal Securities Rulemaking Board require us to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause us to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

In recent years, Congress has enacted legislation seeking to reform financial markets in the wake of the 2008-2009 financial crisis. One of the most prominent pieces of legislation is the Dodd-Frank Wall Street Reform and Consumer Protection Act. The implementation of Dodd-Frank has led to a series of regulatory changes governing municipal securities.

The 2011 amendments to Rule G-23, and the 2012 amendments to Rule G-17, of the Municipal Securities Rulemaking Board (MSRB) require Bernardi Securities, Inc. to define its role at the earliest stages of our relationship with you for this issue.

Bernardi Securities, Inc. will only serve as an underwriter. As an underwriter, we will be acting as a principal in a commercial, arms' length transaction, and not as a municipal advisor, financial

advisor, or fiduciary. As an underwriter, our purchase of securities will be with a view to distribute these securities to investors. It is important for you to understand that in this role Bernardi Securities, Inc. has financial and other interests that may differ from yours.

MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors. Our duty to purchase securities from an issuer at fair and reasonable prices must be balanced with the duty to sell securities to investors at fair and reasonable prices.

Bernardi Securities, Inc. will review the issuer's official statement for the issuer's securities in accordance with, and as part of, our responsibilities to investors under federal securities laws, as applied to the facts and circumstances of this transaction.

As with any Bond issue, your obligation to pay principal and interest will be an obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a failure to perform with respect to the Bond issue.

If the Bond issue is structured as a tax-exempt obligation, this requires that you comply with various IRS requirements and restrictions relating to how you use and invest the proceeds of the Bond issue, how you use any facilities constructed or improved with proceeds of the Bond issue and other restrictions throughout the term of the Bond issue. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on certain opportunities. Further, violation of these requirements and restrictions can result in the Bond issue become taxable and may cause you to become liable to the Internal Revenue Service and or to the owners of the Bond issue. In addition, in the event of an audit of the Bond issue by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

The designation of Bernardi Securities, Inc. as underwriter applies solely to this issue. We encourage you to consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

The Village understands the primary contacts for this process will be Lou Lamberti.

# BERNARDI SECURITIES, INC,

	Lou Lamberti Senior Vice President
ACCEPTED BY:	
By Thomas K. Cauley, Jr.	
Its President	
ATTEST:	
By	
Its	
The above proposal accepted this date of _Board President and the Village Board of Tillinois	, 2012, by the action of the Village Frustees of the Village of Hinsdale, Cook County,

DATE: September 4, 2012

#### REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT
	Community Development
ITEM 120 N. Oak Street - Request: Approval of a Temporary Use	
for an Oversized Banner	APPROVAL

The Village has received a request by Adventist Hinsdale Hospital to allow an oversized banner as a temporary use at 120 N. Oak Street. The Hinsdale Zoning Code provides for *Permitted Temporary Uses* subject to the specific regulations and time limits as provided for in Section 9-103D of the zoning code and to the other applicable regulations of the district in which the use is permitted. The total period of time granted by such temporary use shall not exceed the period of time as specifically identified for that specific use. Where such uses are not specifically permitted, the Board of Trustees <u>may</u> approve such use, subject to the following regulations:

9. Others: In any district, any other temporary use consistent with the purposes of this code and with the purposes and intent of the regulations of the district in which such use is located; provided, however, that any such use shall require the specific prior approval of the board of trustees. The board of trustees shall establish a limitation on the duration of every temporary use approved pursuant to this subsection D9. Any approval granted hereunder shall be deemed to authorize only the particular use for which it was given, and shall not be construed to be any right or entitlement to any subsequent approval hereunder for the applicant or any other person.

As identified on the attached graphic, the applicant is now proposing to install an oversized banner on the east elevation of the existing hospital. The banner references a hospital milestone/accomplishment and is approximately 400 square feet (10'-0" x 40'-0"). The applicant appeared before the Board on August 14, 2012 with a request for a similar banner that was much larger and proposed for the northeast elevation. Based on comments and concerns expressed at that Board meeting, the applicant feels that they have revised the request appropriately by reducing the size (original proposed at 720 square feet) and moving it to the east elevation. The applicant will be present at the Village Board meeting to answer any questions.

Should the Village Board find the temporary use request to be satisfactory, the following motion would be appropriate:

MOTION: Move to approve a permit for a temporary use to allow an oversized banner at 120 N. Oak for the period 9/5/12 thru 12/31/12.

