

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
October 21, 2014**

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, October 21, 2014 at 7:36 p.m.

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

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Finance Director Christopher Webber, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Community Development/Building Commissioner Robb McGinnis, Director of Economic Development & Urban Planning Tim Scott, Director of Parks & Recreation Gina Hassett, Acting Assistant Director of Public Works Dawn Wucki-Rossbach, Village Engineer Dan Deeter, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Hughes made corrections to the draft minutes. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of October 7, 2014, as amended.** Trustee Saigh seconded the motion.

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

NAYS: None

ABSTAIN: Trustee Hughes

ABSENT: Trustee

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

No report.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

Environment & Public Services Committee

- a) Resolution for the 2014 Roadway & Utility Improvement Project Construction Contract Change Order Number 2 in the Amount Not to Exceed \$122,067 Addition to A Lamp Concrete Contractors, Inc. (Omnibus vote) (R2014-13)
- b) Ordinance Vacating Half of a Public Alley Right-of-Way Situated East and Adjoining 713 S. Monroe Street at a Purchase Price of \$11,500 (Omnibus vote) (O2014-35)

Administration & Community Affairs Committee

- c) Approval of the Village's Comprehensive Annual Financial Report and Management Letter for the Year Ended April 30, 2014
- d) Approval of the Proposed KLM Lodge Rental Fees Effective December 1, 2014
- e) Award a Contract for Bid #1578, Holiday Lighting and Decorating to Wingren Landscape in the Amount of \$26,628

Zoning & Public Safety Committee

- f) Ordinance Amending Article VI ("Office Districts"), Section 6-106B ("Special Uses") ("Services") of the Hinsdale Zoning Code to Allow Cooking Schools in the O-1, Specialty Office District, O-2 Limited Office District and O-3, General Office District, as Special Uses and; (Omnibus vote) (O2014-36)
- g) Ordinance Approving a Special Use Permit for a Cooking School, at the Property Located at 111 S. Vine Street (Omnibus vote) (O2014-37)

Village Engineer Dan Deeter confirmed that the appraisal fees for a vacation of a right of way are paid by the applicant. Trustee Saigh moved to **approve the Consent Agenda, as presented**. Trustee Hughes seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Haarlow moved **Approval and Payment of the Accounts Payable for the Period of October 4, 2014 through October 16, 2014 in the aggregate amount of \$1,915,880.21 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Award the Engineering Services for Design of the Graue Mill Flood Protection Improvements to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$348,402.21

President Cauley introduced the item that was before EPS last week, and explained that the monies for the Graue Mill project are not Village monies, but have been received from the Federal government and are administered by the County. The County, as administrator, cannot approve the engineering contract. Village Manager Gargano clarified that the Village agreed to be the lead on this, in part, to expedite the necessary permitting. President Cauley further noted that there was some concern about this bid because it is not the lowest; however, it is below the budgeted amount; the County is in favor of awarding the contract to Burke Engineering, as is the Graue Mill community; and Burke Engineering has been involved in the process a long time and knows the project very well. Furthermore, there is no requirement that the lowest bid be taken. It was noted that intergovernmental agreements between the Village and the Federal Emergency Management Agency (FEMA), the County and the forest preserve are not in place yet, but are in process. Trustee Hughes noted this was unanimously approved for recommendation, but the Administration & Community Affairs (ACA) Committee thought this was worth further consideration, if necessary. Trustee LaPlaca pointed out that this bid more completely satisfied the specified project requirements. Trustee LaPlaca moved to **Award the Engineering Services for Design of the Graue Mill Flood Protection Improvements to Christopher B. Burke Engineering, Ltd. in the Amount Not to Exceed \$348,402.21.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Trustee Hughes informed the Board that at the last Administration & Community Affairs (ACA) meeting, there was a presentation from Whole Foods because they are interested in selling spirits and having tastings. Guidance was provided and the Committee is in favor of the proposal. The liquor code is in the process of being fully revised, but this section will be modified first. President Cauley confirmed this will be a classification of one.

ZONING AND PUBLIC SAFETY

Trustee Saigh noted the next Committee meeting will be Monday, October 27th.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

NEW BUSINESS

None.

OTHER BUSINESS

None.

STAFF REPORTS

Village Manager Gargano introduced Ms. Dawn Wucki-Rossbach who will be serving as Acting Assistant Public Services Director.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee LaPlaca described the recent initiative to increase resident awareness regarding the emerald ash borer. New information is forthcoming on the website and Channel 6. If the Village is made aware of an infected tree on private property, the resident will have 30 days to remove the infected tree.

ADJOURNMENT

There being no further business before the Board, and no need for a Closed Session, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn the regularly scheduled meeting of the Hinsdale Board of Trustees of October 21, 2014.** Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca and Saigh

NAYS: None

ABSTAIN: None

ABSENT: None


Motion carried.

Meeting adjourned at 7:55 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

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Memorandum

To: President Cauley and Village Trustees
From: Sean Gascoigne, Village Planner 
Cc: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner
Date: November 4, 2014
Re: Historic Preservation Commission - Text Amendment to the Historic Preservation Ordinance as it Relates to Withdrawing a Local Landmark

BACKGROUND

Application

The Hinsdale Historic Preservation Commission has recommended a text amendment to the municipal code as it relates to the withdrawal of a locally landmarked structure.

TEXT AMENDMENT – MUNICIPAL CODE

Process

Among the functions of the Hinsdale Historic Preservation Commission are recommending to the Plan Commission or Village Board, as appropriate, amendments related to the chapter on preservation. Unlike a text amendment to the Village's Zoning Code, which is evaluated through the various conditions of the Plan Commission process, and ultimately approved by the Village Board, an amendment to the Municipal Code is discussed and then adopted by ordinance through the Committee and the Village Board process without Plan Commission involvement.

Request

The Village of Hinsdale's Historic Preservation Commission (HPC) is proposing a text amendment to Title XIV (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Section 14-4-1 (Conditions for Withdrawal) of the Village Municipal Code as it relates to the withdrawal of a locally landmarked structure.

Following the withdrawal of the local landmark status for the property at 319 N. Washington Street, the HPC voiced the necessity to embrace a heightened awareness concerning the importance of the Village's landmarked homes and the need to provide a reasonable balance between maintaining the intended rigidity of the landmark ordinance, while at the same time not discouraging homeowners from landmarking their homes. As a result, the Commission spent the next several meetings reviewing and discussing the existing language, as well as suggesting amended language to effectively articulate the

intent of the Commission, as it related to the locally landmarked homes in town. As such, the Commission provided direction to the Village Attorney to draft language that would achieve this goal. After several drafts, the Commission has reached a consensus that the proposed language accomplishes its intent. The proposed amendments are being made to Section 14-4-1 (Conditions for Withdrawal) and are outlined in the attached ordinance.

Zoning and Public Safety Committee Action

At the Zoning and Public Safety meeting of October 27th, the Committee heard a presentation from the Historic Preservation Commission Chairman regarding the proposed amendment. The Zoning and Public Safety Committee unanimously moved to recommend approval of the motion below.

Should the Board feel the request is satisfactory, the following motion would be appropriate:

Motion

Move that the Board of Trustees approve an "An Ordinance Amending Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Relative to Standards for Withdrawal of Historic Landmark Designations".

Attach:

Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 14 (HISTORIC PRESERVATION), CHAPTER 4 (WITHDRAWAL OF LANDMARK DESIGNATION), RELATIVE TO STANDARDS FOR WITHDRAWAL OF HISTORIC LANDMARK DESIGNATIONS

WHEREAS, the Village of Hinsdale ("Village") is authorized pursuant to Article 11, Division 48.2 of the Illinois Municipal Code (65 ILCS 5/11-48.2-1 *et seq.*), to enact ordinances for the purposes of protecting, preserving, enhancing, and regulating buildings, structures, objects, sites, and areas of historical, cultural, or architectural importance; and

WHEREAS, Title 14 of the Village Code of Hinsdale ("Village Code") establishes a procedure by which such buildings, structures, objects, sites, and areas can be designated as local historic landmarks and historic districts; and

WHEREAS, Title 14 of the Village Code also provides, under Section 14-4-1, for the withdrawal of a previously granted local historic landmark designation in certain specified circumstances; and

WHEREAS, the President and Board of Trustees acknowledge that where the owner of the structure, building or site demonstrates that he or she is experiencing significant and continuing financial hardship of a nature that has, and will going forward, negatively impact the ability of the owner to adequately maintain the structure, building or site, withdrawal of a historic landmark designation may be appropriate; and

WHEREAS, the President and Board of Trustees find that the Village Code provisions relative to landmark designations should provide flexibility to the Historic Preservation Commission and Board of Trustees to recommend and allow the withdrawal of a historic landmark designation in instances where an owner is experiencing significant and continuing financial hardship of a nature that has, and will going forward, negatively impact the ability of the owner to adequately maintain the structure, building or site, and that the detailing of such a standard in the Village Code is in the best interests of the Village and its residents.

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.

SECTION 2: Title 14 (Historic Preservation), Chapter 4 (Withdrawal of Landmark Designation), Section 1 (Conditions for Withdrawal) is hereby amended to read in its entirety as follows:

14-4-1: CONDITIONS FOR WITHDRAWAL:

The designation of a structure, building or site ~~or area~~ as a landmark may be withdrawn under any of the following conditions:

A. The structure, building or site ~~or area~~ has ceased to meet the criteria for designation because the qualities which caused it to be originally designated have been lost or destroyed, or such qualities were lost subsequent to nomination, but before designation;

B. Additional information shows conclusively that the structure, building or site ~~or area~~ does not possess sufficient significance to meet the designation criteria;

C. The original designation was clearly in error; ~~or~~

D. There was prejudicial procedural error in the designation process; or

E. The owner of the structure, building or site demonstrates that he or she is experiencing significant and continuing financial hardship of a nature that has, and will going forward, negatively impact the ability of the owner to adequately maintain the structure, building or site.

SECTION 3: 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 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2014, and attested to by
the Village Clerk this same day.


Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

6b.

Memorandum

To: President Cauley and Village Trustees
From: Robert McGinnis, Director of Community Development/Building Commissioner 
Cc: Kathleen A. Gargano, Village Manager
Date: October 27, 2014
Re: Referral: Case A-34-2014 – Applicant: Village of Hinsdale – Request: Referral of a Text Amendment to Section 11-401, as it relates to Requirements for a Certificate of Zoning Compliance

DISCUSSION

Background

As most are aware, Section 11-401 of the Zoning Code requires that a Certificate of Zoning Compliance (COZC) application be submitted and a certificate approved, prior to any Building Permit being issued. Similarly, an applicant is required to submit the same with any Plan Commission application that has been received, however in these instances a certificate is no longer issued until the permit is approved, since several factors can invariably alter the final proposal and plans. In the recent past, staff has taken similar steps to clarify process and provide a better understanding in regards to the Certificate of Zoning Compliance process. Most notably, when considering Plan Commission applications, we have gone from a system of approving a certificate with conditions, to denying the certificate since the code provides for this, subject to the appropriate approvals being sought and approved through the appropriate Commissions. Similarly, the Building Department has fought with similar clarity issues when dealing with building permits that don't require an entitlement process. A COZC application and certificate are required for every permit being submitted and many times, these applications are for items such as water heaters, furnaces and electrical upgrades, which still require permits but are irrelevant to the zoning of a property. As such, the Building Department is requesting that the Zoning and Public Safety Committee discuss and consider a text change that would exclude a requirement for a COZC application for these types of building permit requests.

Request

The recommended language would simply exclude the requirement that a certificate be obtained for certain innocuous permit requests such as those mentioned above. As such, staff is recommending a text amendment to the following underlined changes to Section 11-401 (Certificate of Zoning Compliance):

C. Certificate Required: Except for permits for improvements expressly waived in this section, and except where expressly or waived by another provision of this code, unless a certificate of zoning compliance shall have first been obtained from the village manager:

1. The construction, reconstruction, remodeling, alteration, or moving of any structure, except signs, shall not be commenced; and
2. No land vacant on the effective date of this code shall be used or occupied for any purpose, except the raising of crops; and
3. The grading, excavation, or improvement of land preliminary to any construction on or use of such land, other than those associated with landscape improvements, shall not be commenced; and
4. Building or other permits pertaining to the construction, reconstruction, remodeling, alteration, or moving of any structure or the use of any land or structure, excluding permits for:
 - a. Suppression/Detection
 - b. Mechanical Equipment
 - c. Fences
 - d. Interior Remodeling
 - e. Roofing
 - f. Irrigation
 - g. Elevators
 - h. Electrical (when no other work and/or permit would be required)
 - i. Plumbing (when no other work and/or permit would be required)

shall not be issued by the village; and

5. No home occupation shall be established or maintained; and
6. No temporary use shall be established or maintained, except as provided in subsection 9-103C1 of this code; and
7. No land shall be annexed to the village.

In any case where a certificate of zoning compliance is not required under this code, the manager shall, on written request, issue a certificate of such fact.

By adding the underlined language above, a Certificate of Zoning Compliance would still be required for almost all standard permits (and nothing would change for requests requiring any type of entitlement process), but would eliminate the need to obtain them for permits that have absolutely no impact on zoning, such as those described above.

Zoning and Public Safety Committee Action

At the Zoning and Public Safety meeting of October 27th, the Committee heard a presentation from staff regarding the proposed amendment. The Zoning and Public Safety Committee unanimously moved to recommend approval of the motion below.

Should the Committee find the request to be appropriate, the following motion would be acceptable:

MOTION: Move to recommend that the application be referred to the Plan Commission for review and consideration of a Text Amendment to Section 11-401, as it relates to Requirements for a Certificate of Zoning Compliance.



PLAN COMMISSION APPLICATION

Applicant

Name: Village of Hinsdale
Address: 19 E. Chicago Avenue
City/Zip: Hinsdale, Il. 60521
Phone/Fax: (630) 789-7036 / _____
E-Mail: N/A

Name: N/A

Address: _____

City/Zip: _____

Phone/Fax: (____) _____ / _____

E-Mail: _____

Name: N/A

Title: _____

Address: _____

City/Zip: _____

Phone/Fax: (____) _____ / _____

E-Mail: _____

Name: N/A

Title: _____

Address: _____

City/Zip: _____

Phone/Fax: (____) _____ / _____

E-Mail: _____

- 1) Robert McGinnis - Director of Community Development/Building Commissioner
- 2) Sean Gascoigne - Village Planner
- 3) _____

II. SITE INFORMATION

Address of subject property: N/A

Property identification number (P.I.N. or tax number): N/A - - -

Brief description of proposed project: Text Amendment to Section 11-401C, as it relates to requirements for a Certificate of Zoning Compliance.

General description or characteristics of the site: N/A

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

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

- ☐ Site Plan Approval 11-604

- ☐
- Design Review Permit 11-605E

- ☐ Exterior Appearance 11-606E

- ☐ Special Use Permit 11-602E
Special Use Requested: _____

- Map and Text Amendments 11-601E**
Amendment Requested: Text Amendment to Section
11-401C, as it relates to the requirements for a Certificate of
Zoning Compliance

- ☐
- Planned Development 11-603E

- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: Text Amendment - N/A

The following table is based on the N/A Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	N/A	N/A
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 number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the 23rd day of October, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Kathleen A. Gargano
Signature of applicant or authorized agent

Kathleen A. Gargano
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN

to before me this 23 day of October, 2014.

Kerry L. Warren
Notary Public

OFFICIAL SEAL
KERRY L. WARREN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/10/15



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

Must be accompanied by completed Plan Commission Application

Is this a: Map Amendment ☐ Text Amendment ☒

Address of the subject property N/A

Description of the proposed request: Text Amendment to Section 11-401C as it relates to requirements for a Certificate of Zoning Compliance.

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 Certificate of Zoning Compliance is intended to confirm zoning compliance with certain applications. The changes that are being proposed are for permits that would have no zoning requirements or implications.
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

4. 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.


The proposed changes would allow a quicker turn around on permits that have no impact or relationship to zoning requirements. The specific permit applications that would be exempt from a Certificate of Zoning Compliance, will be specific and listed in any accompanying documents.

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: November 4, 2014

7a.

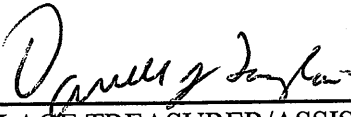
AGENDA SECTION	ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois  Assistant Village Manager/Director of Finance
<p>At the meeting of November 4, 2014 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of October 18, 2014 through November 4, 2014 in the aggregate amount of <u>\$1,545,859.04</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:			
BOARD ACTION:			

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1574

FOR PERIOD October 18, 2014 through November 4, 2014

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,545,859.04 reviewed and approved by the below named officials.

APPROVED BY  DATE 10/31/14
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1574
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	201,194.19	168,142.51	369,336.70
Capital Project Fund	45300	781,263.59	-	781,263.59
Water & Sewer Operations	61061	108,437.66	-	108,437.66
Water & Sewer Capital	61062	49,583.01	-	49,583.01
Escrow Funds	72100	64,689.00	-	64,689.00
Payroll Revolving Fund	79000	36,124.21	136,412.87	172,537.08
Library Operating Fund	99000	12.00	-	12.00
Total		1,241,303.66	304,555.38	1,545,859.04

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1574

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
10/24/2014	Village Payroll #22 - Calendar 2014	FWH	56,910.46
10/31/2014	Longevity Payroll	FWH	604.24
Electronic Federal Tax Payment Systems			
10/24/2014	Village Payroll #22 - Calendar 2014	FICA/MCARE	39,800.36
10/31/2014	Longevity Payroll	FICA/MCARE	1,766.22
Illinois Department of Revenue			
10/24/2014	Village Payroll #22 - Calendar 2014	State Tax Withholding	18,466.53
10/31/2014	Longevity Payroll	State Tax Withholding	1,215.29
ICMA - 457 Plans			
10/24/2014	Village Payroll #22 - Calendar 2014	Employee Withholding	15,907.73
H SA PLAN CONTRIBUTION		Employee Withholding	1,742.04
Intergovernmental Personnel Benefit Cooperative Employee Health Insurance October 2014		Employer/Employee	168,142.51
Illinois Municipal Retirement Fund		Employer/Employee	-

Total Bank Wire Transfers and ACH Payments 304,555.38

ipbc-general 168,142.51
payroll 136,412.87

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
186288	AFLAC OTHER	102414000000000	\$259.62
186289	ALFAC OTHER	102414000000000	\$204.62
186290	AFLAC SLAC	102414000000000	\$58.41
Total for Check: 99866			\$522.65
BLITT & GAINES, P.C.			
186302	GARNISHMENT	102414000000000	\$362.12
Total for Check: 99867			\$362.12
CHOW, LILLY			
186179	EYEGLOSS REPAIR REIMB	10 20 14	\$139.89
Total for Check: 99868			\$139.89
COLONIAL LIFE PROCESSING			
186278	COLONIAL OTHER	102414000000000	\$27.63
186279	COLONIAL S L A C	102414000000000	\$60.98
Total for Check: 99869			\$88.61
FALLON, RICH			
186197	UNABLE TO ATTEND PRACTICE	132004	\$170.00
Total for Check: 99870			\$170.00
I.U.O.E.LOCAL 150			
186297	LOCAL 150 UNION DUES	102414000000000	\$884.99
Total for Check: 99871			\$884.99
NATIONWIDE RETIREMENT SOL			
186282	USCM/PEBSO	102414000000000	\$41.08
186283	USCM/PEBSO	102414000000000	\$1,655.00
Total for Check: 99872			\$1,696.08
NATIONWIDE TRUST CO.FSB			
186291	ACCRUED SK PEHP BONUS	102414000000000	\$24,539.76
186292	PEHP UNION 150	102414000000000	\$336.26
186293	PEHPPD	102414000000000	\$536.80
186294	PEHP COMPTIME PD	102414000000000	\$536.39
186295	PEHP REGULAR	102414000000000	\$2,109.77
Total for Check: 99873			\$28,058.98
STATE DISBURSEMENT UNIT			
186296	MAINTENANCE	102414000000000	\$500.00
Total for Check: 99874			\$500.00
STATE DISBURSEMENT UNIT			
186298	CHILD SUPPORT	102414000000000	\$313.21
Total for Check: 99875			\$313.21
STATE DISBURSEMENT UNIT			
186299	CHILD SUPPORT	102414000000000	\$585.00
Total for Check: 99876			\$585.00
STATE DISBURSEMENT UNIT			
186300	CHILD SUPPORT	102414000000000	\$230.77
Total for Check: 99877			\$230.77

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
STATE DISBURSEMENT UNIT			
186301	CHILD SUPPORT	102414000000000	\$764.77
	Total for Check: 99878		\$764.77
STATE DISBURSEMENT UNIT			
186303	CHILD SUPPORT	102414000000000	\$210.00
	Total for Check: 99879		\$210.00
STATE DISBURSEMENT UNIT			
186304	CHILD SUPPORT	102414000000000	\$923.07
	Total for Check: 99880		\$923.07
VILLAGE OF HINSDALE			
186284	DEP CARE REIMBURSEMENT	102414000000000	\$41.67
186285	MEDICAL REIMBURSEMENT	102414000000000	\$327.46
186286	DEP CARE REIMB.F/P	102414000000000	\$45.83
186287	MEDICAL REIMBURSEMENT	102414000000000	\$358.34
	Total for Check: 99881		\$773.30
VSP ILLINOIS - 30048087			
186280	VSP FAMILY ALL EMPLOYEES	102414000000000	\$177.60
186281	VSP SINGLE ALLEMPLOYEES	102414000000000	\$33.06
	Total for Check: 99882		\$210.66
A & M PARTS, INC			
186221	FD BLUE DEF FLUID	308050	\$53.96
	Total for Check: 99883		\$53.96
A LAMP CONCRETE			
186404	2014 ROADWAY & UTIL IMPRV	14787	\$547,156.85
	Total for Check: 99884		\$547,156.85
A/R CONCEPTS INC			
186305	A/R FEES	VOH200 09/14	\$644.04
	Total for Check: 99885		\$644.04
ALL SEASONS DISTRIBUTORS			
186343	CONT BD-320 E HICKORY	20322	\$1,000.00
	Total for Check: 99886		\$1,000.00
ALLIED WASTE SERVICES 551			
186207	DUMPSTER ART CNTR FLOOD	0551-011154608	\$367.84
	Total for Check: 99887		\$367.84
AMERICAN EXPRESS			
186320	ASST MERCHANDISE	8-02005-10/2014	\$32.60
186320	ASST MERCHANDISE	8-02005-10/2014	\$1,528.42
186320	ASST MERCHANDISE	8-02005-10/2014	\$410.90
186320	ASST MERCHANDISE	8-02005-10/2014	\$195.57
186320	ASST MERCHANDISE	8-02005-10/2014	\$8.27
186320	ASST MERCHANDISE	8-02005-10/2014	\$380.27
186320	ASST MERCHANDISE	8-02005-10/2014	\$59.99
186320	ASST MERCHANDISE	8-02005-10/2014	\$49.95
186320	ASST MERCHANDISE	8-02005-10/2014	\$269.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186320	ASST MERCHANDISE	8-02005-10/2014	\$487.15
Total for Check: 99888			\$3,422.12
APTEAN, INC.			
186414	MONTHLY FEES	RI-714092	\$4,333.56
186414	MONTHLY FEES	RI-714092	\$780.50
186414	MONTHLY FEES	RI-714092	\$780.50
Total for Check: 99889			\$5,894.56
ARAMARK UNIFORM SERVICES			
186187	UNIFORMS	2078744596	\$35.41
186187	UNIFORMS	2078744596	\$67.42
186187	UNIFORMS	2078744596	\$22.34
186187	UNIFORMS	2078744596	\$31.58
186187	UNIFORMS	2078744596	\$35.12
186187	UNIFORMS	2078744596	\$58.48
186318	UNIFORMS	2078754082	\$39.72
186318	UNIFORMS	2078754082	\$60.91
186318	UNIFORMS	2078754082	\$20.29
186318	UNIFORMS	2078754082	\$76.56
186318	UNIFORMS	2078754082	\$32.02
186318	UNIFORMS	2078754082	\$59.04
Total for Check: 99890			\$538.89
AT & T			
186467	WP	630323386310	\$158.77
Total for Check: 99891			\$158.77
AWARDING YOU			
186232	LIFE SAVING AWARD	38129	\$111.00
Total for Check: 99892			\$111.00
BANNERVILLE USA			
186268	PLAYGROUND	18771	\$155.00
Total for Check: 99893			\$155.00
BEARY LANDSCAPING, INC			
186273	KLM PLANTINGS	30554B	\$8,573.00
Total for Check: 99894			\$8,573.00
BELL, SUZANNE			
186173	CONT BD-221 PHILLIPPA	22497	\$500.00
Total for Check: 99895			\$500.00
BHFX DIGITAL IMAGING			
186203	COPY PAPER	179300	\$20.00
Total for Check: 99896			\$20.00
BILL KAY CHEVROLET			
186186	PD#41 ENGINE REPLCMNT	530258	\$6,598.13
Total for Check: 99897			\$6,598.13
BLACKETOR, ABBE			
186355	REIMBURSEMENT PKY TREE	1702643	\$260.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
Total for Check: 99898			\$260.00
BLILEY, ANGELA			
186356	REIMBURSEMENT PKWY TREE	10320	\$260.00
Total for Check: 99899			\$260.00
BLUE SKY BUILDERS			
186166	CONT BD-240 S BRUNER	22020	\$1,000.00
Total for Check: 99900			\$1,000.00
BLUE TARP FINANCIAL			
186211	LIGHTS	31550869	\$161.86
Total for Check: 99901			\$161.86
BRETT EQUIPMENT			
186198	PLOW LIGHTS	241319	\$124.11
186199	BEACON & LEVELING BRACKET	241318	\$178.82
Total for Check: 99902			\$302.93
CALLONE			
186242	VILLAGE TELEPHONE	10109073000	\$403.46
186242	VILLAGE TELEPHONE	10109073000	\$777.16
186242	VILLAGE TELEPHONE	10109073000	\$144.94
186242	VILLAGE TELEPHONE	10109073000	\$931.10
186242	VILLAGE TELEPHONE	10109073000	\$68.75
186242	VILLAGE TELEPHONE	10109073000	\$33.06
186242	VILLAGE TELEPHONE	10109073000	\$622.30
186242	VILLAGE TELEPHONE	10109073000	\$331.81
186242	VILLAGE TELEPHONE	10109073000	\$1,395.18
Total for Check: 99903			\$4,707.76
CDW-GOVERNMENT INC.			
186275	COMPUTERS	QC70814	\$88.13
186275	COMPUTERS	QC70814	\$752.71
186275	COMPUTERS	QC70814	\$243.04
186275	COMPUTERS	QC70814	\$243.04
186275	COMPUTERS	QC70814	\$752.71
186371	ADOBE ACROBAT	QC69541	\$359.93
186422	CD PRINTER WARRANTY	QC06395	\$36.16
186423	CD PRINTER	QB33809	\$293.24
Total for Check: 99904			\$2,768.96
CHICAGO TITLE AND TRUST			
186174	CONT BD-6 S MADISON	22495	\$500.00
Total for Check: 99905			\$500.00
CHRISTOPHER B BURKE			
186470	N MADISON DRAINAGE DESIGN	118943	\$6,228.00
Total for Check: 99906			\$6,228.00
CINTAS CORPORATION 769			
186226	RUGS, TOWELS, ETC	769485059	\$32.81
186226	RUGS, TOWELS, ETC	769485059	\$23.40

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186258	RUGS, TOWELS, ETC	769485059	\$30.90
186258	RUGS, TOWELS, ETC	769485059	\$129.75
186416	RUGS TOWELS ETC	769488474	\$32.81
186416	RUGS TOWELS ETC	769488474	\$23.40
186418	RUGS TOWELS ETC	769491887	\$32.81
186418	RUGS TOWELS ETC	769491887	\$23.40
186439	RUGS TOWELS ETC	769488474	\$30.90
186439	RUGS TOWELS ETC	769488474	\$76.98
186439	RUGS TOWELS ETC	769488474	\$129.75
186440	RUGS TOWELS ETC	769491887	\$30.90
186440	RUGS TOWELS ETC	769491887	\$129.75
Total for Check: 99907			\$727.56
CLERK OF CIRCUIT COURT			
186475	CHGOLND PAVING CASES 2013	3404 3462	\$91,294.34
186475	CHGOLND PAVING CASES 2013	3404 3462	\$27,231.79
186475	CHGOLND PAVING CASES 2013	3404 3462	\$21,443.27
Total for Check: 99908			\$139,969.40
CODE, ANDREW			
186176	STM WTR-406 E THIRD	20340	\$11,255.00
Total for Check: 99909			\$11,255.00
COMCAST			
186468	WP & PW	8771201110036815	\$125.40
Total for Check: 99910			\$125.40
COMED			
186233	YOUTH CENTER	0795341007	\$58.06
186234	WALNUT ST / PIERCE PK	7011481009	\$11.74
186235	21 SPINNG WHEEL	1131101044	\$390.77
186236	314 SYMONDS	1653148069	\$3.10
186373	57TH STREET	0015093062	\$172.54
186374	ELEANOR PARK	0075151076	\$357.19
186375	WARMING HOUSE/PDDLE HUT	0203017056	\$124.86
186376	CLOCK TOWER	0381057101	\$59.76
186377	314 SYMONDS	0417073048	\$186.83
186378	FOUNTAIN	0471095066	\$68.48
186380	BURLINGTON PARK	0499147045	\$29.66
186381	ROBBINS PARK	0639032045	\$17.69
186383	WASHINGTON	2378029015	\$46.77
186385	VEECK PARK	2425068008	\$1,644.05
186386	WASHINGTON PKG LOT	2838114008	\$49.92
186387	VEECK PARK	3454039030	\$410.30
186388	STREET LIGHTS	4606013007	\$126.87
186389	BURLINGTON PARK	6583006139	\$44.44
186390	NS CBQ RR	7011157008	\$38.01
186391	PIERCE PARK	7011378007	\$354.72

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186392	CENTER FOR THE ARTS	7093550127	\$108.09
186393	KLM LODGE 80/20	7093551008	\$1,261.78
186394	SAFETY TOWN	7261620005	\$18.74
186395	TRAIN STATION	8521342001	\$274.04
186396	WATER PLANT	8521400008	\$34.93
186397	BROOK PARK	8605174005	\$151.63
186398	POOL	8605437007	\$651.80
186399	ELEANOR PARK	8689206002	\$31.31
186400	STOUGH PARK	8689480008	\$35.38
186401	BURNSFIELD	8689640004	\$18.54
186402	METRA PKG LOT	203065105	\$53.59
186403	TRANSFORMER	5691100003	\$616.38
Total for Check: 99911			\$7,451.97
CONSTELLATION NEWENERGY			
186473	GAS	0018798466	\$284.27
186473	GAS	0018798466	\$221.57
186473	GAS	0018798466	\$237.53
186473	GAS	0018798466	\$921.58
186473	GAS	0018798466	\$188.04
Total for Check: 99913			\$1,852.99
COOK COUNTY TREASURER			
186194	PEDESTRIAN SIGNAL MAINT	2014-3	\$24.00
Total for Check: 99914			\$24.00
COURTNEYS SAFETY LANE			
186229	SAFETY INSPECTION	1014034	\$35.00
186230	SAFETY INSPECTION	1014057	\$35.00
186360	SAFETY INSPECTION	1014066	\$35.00
186372	SAFETY INSPECTION	41041514939	\$35.00
Total for Check: 99915			\$140.00
CURRENT TECHNOLOGIES			
186419	COMPUTER MAINT	711922	\$67.50
186420	COMPUTER MAINT	712129	\$438.75
186421	COMPUTER MAINT	711819	\$506.25
186421	COMPUTER MAINT	711819	\$1,215.00
186424	COMPUTER MAINT	712043	\$135.00
186424	COMPUTER MAINT	712043	\$573.75
Total for Check: 99916			\$2,936.25
D & E CUSTOM HOMES			
186344	CONT BD-237 S STOUGH	20845	\$10,000.00
Total for Check: 99917			\$10,000.00
D & E CUSTOM HOMES			
186345	ST MGMT-237 S STOUGH	20846	\$3,000.00
Total for Check: 99918			\$3,000.00
DARECATALOG			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186248	DARE SUPPLIES	2195.36-08/14	\$2,195.36
	Total for Check: 99919		\$2,195.36
DARIEN-WOODRIDGE FIRE			
186365	FD SEMINAR	MABAS 10	\$50.00
	Total for Check: 99920		\$50.00
DESIGN PERSPECTIVES			
186267	DESIGN CONSTRUCTION	14-1427Q-3	\$562.00
	Total for Check: 99921		\$562.00
DOUBLE DIAMOND DEVELOPMNT			
186163	ST MGMT-6 S MADISON	21726	\$3,000.00
	Total for Check: 99922		\$3,000.00
DOUBLE DIAMOND DEVELOPMNT			
186169	CONT BD-6 S MADISON	21733	\$10,000.00
	Total for Check: 99923		\$10,000.00
DOYLE, TERESA			
186349	KLM REFUND - EN141012	21645	\$450.00
	Total for Check: 99924		\$450.00
DUPAGE COUNTY TREASURER			
186306	CICS TRANS FEES	3123/3163	\$32.52
	Total for Check: 99925		\$32.52
EDM PUBLISHERS			
186210	ANNUAL SUBSCRIPTION	15438060	\$158.48
	Total for Check: 99926		\$158.48
ENVIRO-TEST/PERRY LABORAT			
186188	VEECK PARK	14-51321	\$54.00
186262	LABS VEECK PARK	14-51337	\$54.00
	Total for Check: 99927		\$108.00
EXCELL FASTENER SOLUTIONS			
186212	MECHANIC SHOP SUPPLIES	4788	\$102.61
186213	MECHANIC SHOP SUPPLIES	4784	\$184.83
	Total for Check: 99928		\$287.44
FACTORY MOTOR PARTS CO			
186182	TRUCK #6 PARTS	50-904724	\$219.47
	Total for Check: 99929		\$219.47
FEDEX			
186311	SHIPPING	1097-0710-4	\$15.21
186311	SHIPPING	1097-0710-4	\$138.93
	Total for Check: 99930		\$154.14
FILAK, JOAN			
186165	CONT BD-110 THE LANE	22485	\$500.00
	Total for Check: 99931		\$500.00
FIRE PROTECTION COMPANY			
186265	FIRE SPRINKLER MAINT	19957	\$0.50
186319	SPRINKLER MAINTENANCE	20334	\$392.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186359	SPRINKLER MAINT	20334	\$196.00
186359	SPRINKLER MAINT	20334	\$196.00
186359	SPRINKLER MAINT	20334	\$196.00
Total for Check: 99932			\$980.50
FIRE SERVICE INC			
186241	FD AIRPACK BRACKET	41279	\$1,434.00
Total for Check: 99933			\$1,434.00
FOXFORD LLC			
186170	ST MGMT-2 SALT CREEK LN	20894	\$3,000.00
Total for Check: 99934			\$3,000.00
GALE, MICHAEL			
186177	STM WTR-10 BONNIE BRAE	20865	\$2,741.00
Total for Check: 99935			\$2,741.00
GEHLOFF, KATHLEEN			
186164	CONT BD-123 N QUINCY	22530	\$500.00
Total for Check: 99936			\$500.00
GENESIS SURVEY & ENGINEER			
186204	PLAT OF VACATION	2014-1299	\$350.00
Total for Check: 99937			\$350.00
GERBER TABLES			
186270	BENCH	1996	\$2,792.00
186270	BENCH	1996	\$145.00
Total for Check: 99938			\$2,937.00
GOLDY LOCKS, INC			
186200	PW GARAGE KEY REPL	624740	\$125.67
186227	KEYS	624706	\$206.75
186257	HIGHLAND STATION BATTERY	624649	\$365.00
186257	HIGHLAND STATION BATTERY	624649	\$365.00
Total for Check: 99939			\$1,062.42
GOVHR USA			
186239	PW RECRUITMENT	2-10-014-0127	\$6,012.93
Total for Check: 99940			\$6,012.93
GRAINGER, INC.			
186260	NUTS, BOLTS, ETC	6272494924	\$144.48
186276	NUTS BOLTS ETC	6272488034	\$37.32
Total for Check: 99941			\$181.80
GREAT NORTHERN EQUIP			
186193	STUMP CUTTER PARTS	SI.118506	\$138.52
Total for Check: 99942			\$138.52
HILDRETH, ROBERT W			
186361	HOLIDAY EXPRESS SANTA	400.00	\$400.00
Total for Check: 99943			\$400.00
HOME DEPOT CREDIT SERVICE			
186411	MISC MATERIALS	6035322502214319	\$24.97

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186411	MISC MATERIALS	6035322502214319	\$151.94
186411	MISC MATERIALS	6035322502214319	\$343.01
186411	MISC MATERIALS	6035322502214319	\$168.94
186411	MISC MATERIALS	6035322502214319	\$39.66
186411	MISC MATERIALS	6035322502214319	\$24.97
186411	MISC MATERIALS	6035322502214319	\$201.94
186411	MISC MATERIALS	6035322502214319	\$194.90
Total for Check: 99944			\$1,150.33
HEMECRAFTERS			
186178	STM WTR-300 FOREST	20943	\$5,693.00
Total for Check: 99945			\$5,693.00
HOVING PIT STOP			
186266	KLM PORTABLES	95254	\$326.00
Total for Check: 99946			\$326.00
HR GREEN INC			
186192	WOODLANDS PHASE 2	94562	\$25,790.67
186469	OAK STREET BRIDGE PH 2	94876	\$79,690.66
Total for Check: 99947			\$105,481.33
HUFF & HUFF INC			
186412	FLAGG CRK WATER MONITORNG	1410078	\$907.95
Total for Check: 99948			\$907.95
IAPEM			
186426	2015 DUES	9528	\$35.00
Total for Check: 99949			\$35.00
ILLCO, INC.			
186184	OLD ART CNTR BOILER PARTS	2356181	\$765.67
186195	OLD ART CNTR BOILER REPR	2356445	\$66.48
186224	PW PUMP REPAIR	2357088	\$252.00
186408	KLM BOILER REPAIR	2356345	\$1,080.19
Total for Check: 99950			\$2,164.34
ILLINOIS ENVIRONMENTAL			
186369	IEPA LOAN	L17-4509	\$76,577.76
186369	IEPA LOAN	L17-4509	\$19,854.14
Total for Check: 99951			\$96,431.90
ILLINOIS FIRE CHIEF ASSOC			
186368	FIRE OFFCR II CLASS	FO-150026	\$400.00
Total for Check: 99952			\$400.00
IRMA			
186183	SEPT DEDUCTIBLE	833.86-09/2014	\$31.20
186183	SEPT DEDUCTIBLE	833.86-09/2014	\$607.50
186183	SEPT DEDUCTIBLE	833.86-09/2014	\$166.16
186183	SEPT DEDUCTIBLE	833.86-09/2014	\$29.00
186322	TRAINING	IVC0009064	\$150.00
Total for Check: 99953			\$983.86

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
JAMES J BENES & ASSOC INC			
186190	ENGINEERING REVIEW	08/26/14-09/25/1	\$4,800.00
186191	2014 RESURFACING CONS OBS	8/26/14-9/25/14	\$15,724.47
186201	2014 RECONSTRUCTION PROJ	095225	\$15,378.60
	Total for Check: 99954		\$35,903.07
JAQUA, KATIE			
186352	KLM REFUND - EN141026	21929	\$500.00
	Total for Check: 99955		\$500.00
JILEK, ROBERT			
186357	TICKET REFUND	0211075482	\$5.00
	Total for Check: 99956		\$5.00
KIEFT BROS INC			
186438	BASIN REPAIRS	206897	\$43.65
	Total for Check: 99957		\$43.65
KLEIN, THORPE, JENKINS LTD			
186307	09/14 LEGAL	172186	\$25,676.04
	Total for Check: 99958		\$25,676.04
KNODLE, LARRY			
186325	REIMBURSE SEWER REPAIR	420 GLENDALE	\$6,000.00
	Total for Check: 99959		\$6,000.00
KROPP, K JAMES			
186175	CONT BD-113 S BRUNER	22156	\$500.00
	Total for Check: 99960		\$500.00
KRUEGER, NANCY			
186167	CONT BD-360 CLAYMOOR #2G	22425	\$500.00
	Total for Check: 99961		\$500.00
KUNZ, ALEXIS			
186354	KLM REFUND - EN141011	21309	\$500.00
	Total for Check: 99962		\$500.00
LEACH, ELIZABETH			
186171	CONT BD-507 S WASHINGTON	22114	\$500.00
	Total for Check: 99963		\$500.00
LESSIG, SHERI			
186277	CLASS INSTRUCTION	222210-A	\$420.00
	Total for Check: 99964		\$420.00
LICK, RENEE			
186348	KLM REFUND - EN141005	21895	\$500.00
	Total for Check: 99965		\$500.00
LUCACCIONI, SUSAN			
186346	KLM REFUND - EN141019	21902	\$400.00
	Total for Check: 99966		\$400.00
MANGANIELLO, JIM			
186317	METER READINGS	10/14	\$1,467.00
	Total for Check: 99967		\$1,467.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MARAVIGLIA, ANTHONY			
186217	MEALS REIMBURSEMENT	114.12-10/20/14	\$57.12
186217	MEALS REIMBURSEMENT	114.12-10/20/14	\$57.00
Total for Check: 99968			\$114.12
MCELROY, TIM			
186367	BATTERY PK REIMBURSEMNT	200011632	\$321.42
Total for Check: 99969			\$321.42
NAPA AUTO PARTS			
186216	VEHICLE MAINT	337943	\$29.67
186220	EX DUTY BAGS	337924	\$189.00
186261	PENETRATING OIL	335363	\$35.94
186264	WIPER BLADES	337774	\$60.72
Total for Check: 99970			\$315.33
NATIONAL SAFETY COUNCIL			
186209	ALIVE @ 25 BOOKLETS	1253875	\$457.11
Total for Check: 99971			\$457.11
NEOPOST USA INC			
186259	POSTAGE LEASE	N4947700	\$435.00
Total for Check: 99972			\$435.00
NICABOYNE			
186427	HALLOWEEN MATERIALS	38716	\$348.00
Total for Check: 99973			\$348.00
NICOR GAS			
186237	ART CENTER	18117046476	\$174.48
186238	5905 S COUNTY LINE	12952110000	\$70.89
Total for Check: 99974			\$245.37
NUCO2 INC			
186269	CHEMICALS	43294070	\$58.90
Total for Check: 99975			\$58.90
OCCUPATIONAL HEALTH CTR			
186206	RANDOM DRUG TEST	1008477515	\$59.00
186218	RANDOM DRUG TEST	1008431668	\$59.00
186370	DRUG TEST	1008489385	\$55.00
Total for Check: 99976			\$173.00
PARK MOBILE USA			
186214	USER FEES	SI0003885	\$781.48
Total for Check: 99977			\$781.48
PETROVIC, LJUBOMIR			
186168	CONT BD-828 PHILLIPPA	22034	\$10,000.00
Total for Check: 99978			\$10,000.00
PHENEGAR, WES			
186243	SAFETY BOOT REIMBURSEMENT	150.00-10/13/14	\$150.00
Total for Check: 99979			\$150.00
PRO SAFETY			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186228	SAFETY MATERIALS	2/789130	\$95.65
186256	SAFETY CONES	2/788620	\$206.25
186256	SAFETY CONES	2/788620	\$206.25
186256	SAFETY CONES	2/788620	\$206.25
186256	SAFETY CONES	2/788620	\$206.25
Total for Check: 99980			\$920.65
PROVEN BUSINESS SYSTEMS			
186425	MAINT CONTRACT DETECTIVES	216349	\$107.50
Total for Check: 99981			\$107.50
QUARRY MATERIALS, INC.			
186263	SURFACE	00051514	\$356.40
Total for Check: 99982			\$356.40
RAY OHERRON CO INC			
186442	PATROL JACKET	1461205	\$230.00
186443	FD ROCKERS	1460924	\$266.00
Total for Check: 99983			\$496.00
RIOS, SARAH			
186351	KLM REFUND - EN141010	21650	\$500.00
Total for Check: 99984			\$500.00
S.K. CULVER CO			
186437	WATER COOLER	0079927	\$1,050.00
Total for Check: 99985			\$1,050.00
SAMS CLUB #6384			
186180	ASST SUPPLIES	7715090615925872	\$624.90
186185	ASST SUPPLIES	7715090615925872	\$123.83
186185	ASST SUPPLIES	7715090615925872	\$154.56
Total for Check: 99986			\$903.29
SECRETARY OF STATE			
186409	SUSPENSION	1017131	\$10.00
Total for Check: 99987			\$10.00
SERVICE FORMS & GRAPHICS			
186205	INSPECTION RECORD SLIPS	150024	\$254.99
186250	EMPLOYEE FORMS	149946	\$483.22
Total for Check: 99988			\$738.21
SIKICH, LLP			
186321	FY14 AUDIT	198956	\$7,500.00
Total for Check: 99989			\$7,500.00
SOUTH SIDE CONTROL SUPPLY			
186181	FURNACE MAINT	S100179218.001	\$178.39
186219	OLD ART CNTR BOILER REPR	S100186014.001	\$294.32
Total for Check: 99990			\$472.71
SOUTHWEST CENTRAL DISPATCH			
186309	PD NOVEMBER 2014	10-1201-163	\$23,548.14
186310	FD NOVEMBER 2014	10-1201-166	\$6,077.84

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 99991	\$29,625.98
STEPHANIE LUFRANO FRANTZ			
186215	CLASS	102014	\$180.00
		Total for Check: 99992	\$180.00
STRYKER SALES CORP			
186240	FD BATTERY, IV POLE	1579887M	\$612.52
		Total for Check: 99993	\$612.52
SUBURBAN DOOR CHECK			
186222	NEW KEYS	89014	\$28.80
186223	NEW KEYS	87264	\$147.50
		Total for Check: 99994	\$176.30
SUBURBAN LABORATORIES, IN			
186244	LEAD COPPER SAMPLES	115985	\$95.00
		Total for Check: 99995	\$95.00
SULIK, LAURA			
186353	KLM REFUND - EN140913	21627	\$500.00
		Total for Check: 99996	\$500.00
SURKUS, JILL			
186358	WITHDRAWN PERMIT	P143881	\$50.00
		Total for Check: 99997	\$50.00
SWCD 911			
186410	911 LINE SURCHARGE	20-4107-000-9/14	\$2,808.00
		Total for Check: 99998	\$2,808.00
THE COMMUNITY HOUSE			
186172	CONT BD-415 W EIGHTH	22494	\$500.00
		Total for Check: 99999	\$500.00
THE HINSDALEAN			
186208	KLM AD SPACE	19479	\$730.00
186246	BOFPC RESOLUTION AMEND	35781	\$92.80
186441	NEWSPAPER ADS	35981	\$1,249.10
		Total for Check: 100000	\$2,071.90
THE LAW OFFICES OF			
186202	ADMIN HEARING	H10152014	\$100.00
		Total for Check: 100001	\$100.00
THERMO MECHANICAL SERVICE			
186316	A/C UNIT REPLCMENT	12633	\$8,000.00
		Total for Check: 100002	\$8,000.00
TOTAL PARKING SOLUTIONS			
186323	HIGHLAND DPT WEBOFC	102767	\$960.00
186324	HIGHLAND DEPOT MAINT	102768	\$1,380.00
		Total for Check: 100003	\$2,340.00
TRI RIVER POLICE TRAINNG			
186428	OIC TRAINING	3710	\$80.00
		Total for Check: 100004	\$80.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
TROYK, MELISSA			
186347	KLM REFUND - EN141004	21098	\$500.00
	Total for Check:	100005	\$500.00
UPS STORE #3276			
186189	RETURN SHIPMENT	00000008607	\$27.57
	Total for Check:	100006	\$27.57
USA BLUE BOOK			
186364	LAB SERVICES	469044	\$79.48
	Total for Check:	100007	\$79.48
VERIZON WIRELESS			
186474	PHONES	9732580660	\$38.01
186474	PHONES	9732580660	\$84.01
	Total for Check:	100008	\$122.02
VILLAGE OF LEMONT			
186245	RANGE FEES	2015-00000013	\$150.00
	Total for Check:	100009	\$150.00
WAGeworks			
186247	FSA MONTHLY SERVICE FEE	125AI0352056	\$18.00
186247	FSA MONTHLY SERVICE FEE	125AI0352056	\$18.00
186247	FSA MONTHLY SERVICE FEE	125AI0352056	\$24.00
186247	FSA MONTHLY SERVICE FEE	125AI0352056	\$6.00
186247	FSA MONTHLY SERVICE FEE	125AI0352056	\$6.00
186247	FSA MONTHLY SERVICE FEE	125AI0352056	\$12.00
	Total for Check:	100010	\$84.00
WAREHOUSE DIRECT INC			
186252	PAPER GOODS	2462966-0	\$375.14
186253	OFFICE SUPPLIES	2462966-0	\$71.64
186254	OFFICE SUPPLIES	2474935-0	\$131.92
186255	OFFICE SUPPLIES	2477057-0	\$27.01
186271	OFFICE SUPPLIES	2474540-0	\$101.12
186272	PAPER GOODS	2465987-0	\$92.74
186313	PAPER GOODS	2462966-1	\$123.20
186314	OFFICE SUPPLIES	2474555-0	\$100.16
186315	OFFICE SUPPLIES	2474543-0	\$311.32
186444	PAPER GOODS	2483376-0	\$18.57
186445	OFFICE SUPPLIES	2483371-0	\$228.96
	Total for Check:	100011	\$1,581.78
WARREN OIL COMPANY			
186312	FUEL	10871502	\$21,231.59
	Total for Check:	100012	\$21,231.59
WATER SERVICES CO			
186251	LEAK DETECTION	22037	\$315.00
	Total for Check:	100013	\$315.00
WATERWAYS ILLINOIS INC			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
186407	ANNUAL TESTING OF LADDERS	1292	\$359.75
	Total for Check: 100014		\$359.75
WEISENBURN, MARY			
186350	KLM REFUND - EN141003	21851	\$450.00
	Total for Check: 100015		\$450.00
WIRFS INDUSTRIES, INC.			
186366	ANNUAL PUMP/GENRT TESTING	31154	\$3,730.61
	Total for Check: 100016		\$3,730.61
WODKA, MARK			
186225	JACKET ALTERATION REIMBUR	45.00-10/14	\$45.00
	Total for Check: 100017		\$45.00
XEROX CORPORATION			
186362	MAINTENANCE	076367386	\$85.00
	Total for Check: 100018		\$85.00
YEHL, THOMAS			
186231	MILEAGE REIMBURSEMENT	177.60-10/17/14	\$177.60
	Total for Check: 100019		\$177.60
ZEE MEDICAL			
186249	FIRST AID KITS	0100198319	\$247.50
186249	FIRST AID KITS	0100198319	\$154.00
186249	FIRST AID KITS	0100198319	\$99.00
186249	FIRST AID KITS	0100198319	\$247.50
186249	FIRST AID KITS	0100198319	\$77.00
186249	FIRST AID KITS	0100198319	\$247.50
	Total for Check: 100020		\$1,072.50
ZEITLOW DISTRIBUTING CO			
186274	GUARDIAN HEATER	284469	\$7,319.40
	Total for Check: 100021		\$7,319.40
ZEP SALES & SERVICE			
186363	FLOOR SOAP	9001240920	\$81.19
186363	FLOOR SOAP	9001240920	\$81.19
	Total for Check: 100022		\$162.38
DRIVEN FENCE, INC.			
186472	FENCE & SANDBAGS	14-2474	\$971.40
	Total for Check: 100023		\$971.40
REPORT TOTAL			<u><u>\$1,241,303.66</u></u>

9a+b

DATE: October 29, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	Zoning & Public Safety	ORIGINATING DEPARTMENT	Fire & Police					
ITEM NUMBER	Painting & Carpeting Replacement @ Fire/Police Facility	APPROVED	Chief Rick Ronovsky					
SUMMARY OF REQUESTED ACTION <p>The Capital Improvement Plan for FY 2014/15 includes \$64,000 for the purpose of replacing aged carpeting and repainting various areas of the Fire/Police Facility. Of the above figure, \$39,000 has been budgeted for the Police Department portion of the building with the remaining \$25,000 budgeted for the Fire Department portion of the building.</p> <p>Deputy Police Chief Wodka and Assistant Fire Chief McElroy have worked to outline the work to be done and went out to bid on this project. Bid #1569 was issued for the carpet replacement and Bid #1570 was issued for the painting of the building. Attached are the summaries of both Bids. DC Wodka and AC McElroy reviewed the proposals, checked references, and met with the recommended contractors. It is their recommendation to award Bid #1569 to Midwest Office Interiors for carpet replacement and Bid #1570 to Go Painters for painting.</p> <p>Midwest Office Interiors proposal was for \$31,259 (\$18,470 for Police, \$12,626 for Fire, \$162 for surplus supplies) and Go Painters proposal was for \$31,980 (\$17,950 for Police and \$14,030 for Fire). This totals \$63,239 (\$36,420 for Police, \$26,656 for Fire, \$162 for surplus supplies).</p> <p>This has been reviewed by the Finance Department. The total project cost is \$760 under the budget amount. The Police portion is \$2,579 under its \$39,000 budget for its portion of the project while the Fire portion is \$1,656 over its \$25,000 budget for the project. The overage in the Fire portion was due to our estimating the cost of the apparatus floor painting. We estimated a lower amount than what was quoted. Offsetting funds are available in Fire Department Account 1502-7601.</p> <p>MOTION: Award Bid #1569 to Midwest Office Interiors in the amount of \$31,259.31 for replacement carpeting in the Fire/Police Facility.</p> <p>MOTION: Award Bid #1570 to Go Painters in the amount of \$31,980.00 for interior painting in the Fire/Police Facility.</p> <p>STAFF APPROVALS</p> <table border="1"> <tr> <td>APPROVAL</td> <td>APPROVAL</td> <td>APPROVAL</td> <td>APPROVAL</td> <td>MANAGER'S APPROVAL</td> </tr> </table> <p>COMMITTEE ACTION: At its regular meeting on Monday, October 27, 2014, the ZPS Committee voted unanimously to approve the motion on Bid #1570. The motion to approve awarding Bid #1569 did not appear on the Agenda. No action was taken on Bid #1569.</p> <p>BOARD ACTION:</p>				APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL				



Village of Hinsdale

Memorandum

To: Thomas K. Cauley, Jr., President
Members of the Village Board of Trustees

From: Rick Ronovsky, Fire Chief

Date: October 29, 2014

Subject: Clarification regarding Bid #1569 & Bid #1570

I would like to clarify our upcoming Agenda item regarding the awarding of Bid #1569 (Replacement Carpeting) and Bid #1570 (Interior Painting) at the Police/Fire facility.

At the regular monthly meeting of the Zoning & Public Safety (ZPS) Committee on Monday, October 27, 2014, there was a Request for Board Action Item (3b) recommending that the Village Board award Bid #1570 for Interior Painting in the Police/Fire facility. This Request for Board Action item should have also included a recommendation to award Bid #1569 for carpet replacement in the Police/Fire facility.

The Request for Board Action materials that were submitted contained a recommendation for both Bids to be awarded as well as the documentation submitted by Deputy Police Chief Wodka and Assistant Fire Chief McElroy to support those recommendations. The recommendation to award Bid #1569 was mistakenly left off the Agenda.

Due to a family medical emergency, I was unable to attend the ZPS meeting on Monday. Assistant Chief McElroy was present in my absence. He advised me that both items were discussed at the meeting. The recommendation to award Bid #1570 was approved by the ZPS Committee unanimously. Unfortunately, because it did not appear on the Agenda, no action could be taken on Bid #1569 at that time.

In an effort not have any further confusion on this Request for Board Action, we placed the awarding of both Bid #1569 & Bid #1570 on the agenda for the Regular Village Board Meeting on Tuesday, November 4, 2014 under Item #9, Zoning & Public Safety, instead of putting one of the items on the Consent Agenda. We felt it would be less confusing to keep these together so that the requested action by the Village Board remains together and consistent.

Please feel free to contact me if you would like further clarification.

REQUEST FOR BOARD ACTION

Agenda Section Number Zoning and Public Safety Committee	Originating Department Police
Item Approval of an Intergovernmental Agreement and Resolution with DU-COMM to Provide 9-1-1 Police and Fire Dispatch Services	Approved Chief Bradley Bloom

SUMMARY OF REQUESTED ACTION:

Village staff began reviewing available emergency 9-1-1 Police and Fire Dispatch options over a year ago. On September 16, 2014, the Village Board approved an ordinance to leave the Village's current 9-1-1 dispatch provider, Southwest Central Dispatch, with our membership withdrawal effective April 30, 2015.

On September 22, 2014, DuPage Public Safety Communications (DU-COMM) made a presentation to the Zoning and Public Safety Committee. On October 6, 2014, the Village Board voted to direct the Village Manager to make a non-binding formal request to DU-COMM for membership.

On November 4, 2014, DU-COMM representatives will be present to make a presentation to the Board on their services and answer questions you may have. Following the presentation, staff is recommending the approval of a resolution to enter into an intergovernmental agreement (IGA) with DU-COMM to provide emergency 9-1-1 police and fire dispatch services effective May 1, 2015. This is the first of two IGAs that will need to be approved by the Village. The second agreement covers the long term debt financing associated with a second facility planned for DU-COMM. The second agreement has yet to be finalized and approved by the DU-COMM Board.

The IGA under consideration has been reviewed by the Village Attorney, who indicated that the relevant provisions the Board should be aware of are as follows:

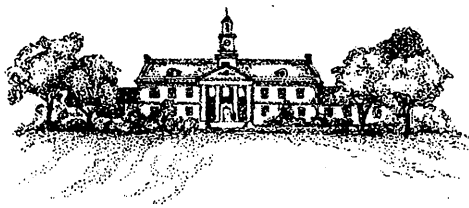
- Membership requires the payment of an administration fee and reserve contribution fee. This fee shall be made within thirty (30) days after admission to DU-COMM unless deferred payment is approved. The amount of the administration and reserve contribution fees are determined by DU-COMM's policies.
- New members are liable for the payment of existing debts and liabilities of DU-COMM to the same extent as existing members. The Village should be aware that Article VI states that "unless otherwise provided by individual contracts, each member participant of DU-COMM shall be liable for the debts and liabilities of DU-COMM only for the authorized charges then owed by that member participant. Persons or companies contracting with DU-COMM cannot rely upon the assets of any member participant beyond the charges or single current annual contribution amount previously agreed to by that member participant under the then current budget."
- All property, real and personal, acquired by DU-COMM shall be owned in common by the parties.

- As a new member, the Village shall share the authorized development costs, capital equipment, capital assets and operating costs for all common systems. This amount is determined by the provisions of DU-COMM's Policy and Procedures currently in effect. Staff may need to inquire as to the current policy and how it affects the Village, since the Village is joining at the end of the budget cycle.
- If the addition of the Village to DU-COMM causes a new capital or development cost to DU-COMM, those costs are the exclusive responsibility of the Village.
- Withdrawal can occur after one year of membership and any member can voluntarily withdraw by giving ninety days written notice (not an ordinance requirement).
- After notice of withdrawal, the withdrawing member will still be responsible for:
 - (1) the payment of its share of operational costs through the end of DU-COMM's current fiscal year on the effective date of its withdrawal;
 - (2) payment of 100% of its pro-rata share of DU-COMM's contract liabilities and debt obligations existing on the date of withdrawal;
 - (3) continuing compliance with any contractual obligations it has separately signed with DU-COMM; and
 - (4) the prompt return of all DU-COMM's assets and equipment in its possession.

Staff was aware of the IGA and By-law provisions identified by the Village Attorney, which do not alter staff's cost projections contained in previous Board/Committee meeting correspondence (attached). As previously noted, the DuPage ETSB has indicated that they would financially incentivize our transition to DU-COMM and cover some of the associated transition costs. The amount of this incentive is to be determined prior to the finalization and approval of a new ETSB reimbursement policy.

MOTION: To recommend that the Village Board approve a resolution to enter into an intergovernmental agreement for membership with DuPage Public Safety Communications to provide emergency 9-1-1 police and fire dispatch services effective May 1, 2015.

Approval	Approval	Approval	Approval	Manager's Approval
COMMITTEE ACTION:				
BOARD ACTION:				



Village of Hinsdale

Memorandum

DATE: September 19, 2014

TO: Chairman Saigh and Members of the Zoning and Public Safety Committee

FROM: Bradley Bloom, Police Chief
Rick Ronovsky, Fire Chief
Darrell Langlois, Assistant Village Manager, Finance Director

RE: Presentation by DuPage Public Safety Communications (DU-COMM) to
Provide 9-1-1 Dispatching Service

As you are aware, the Village Board approved an Ordinance on September 16, 2014 to allow the Village to withdraw from Southwest Central Dispatch (SWCD) effective April 30, 2015. Over the last year, staff has been reviewing available alternative dispatch centers. Representatives from DuPage Public Safety Communications (DU-COMM) will make a presentation on providing 9-1-1 dispatch services to the Village.

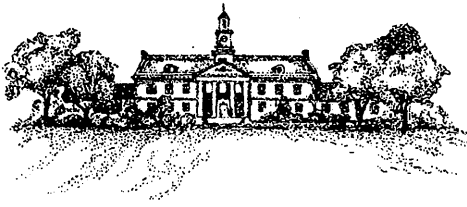
Background

DuPage County currently has eight (8) 9-1-1 dispatch centers that receive surcharge funding and support from the DuPage County Emergency Telephone System Board (ETSB). Of these eight (8) centers, only three (3) provide dispatch services to multiple communities. These consolidated centers include Addison Dispatch, Downers Grove Dispatch and DU-COMM.

DU-COMM was established in 1975 as an intergovernmental agency and is the largest consolidated dispatch center in DuPage County. Currently, DU-COMM has 39 member departments (all located within DuPage County), providing 9-1-1 dispatch service to over 80% of the county.

Staff has included a copy of DU-COMM's membership proposal to the Village as an addendum to this memo.

DU-COMM is located in Glendale Heights and currently operates out of a single facility. The DU-COMM Board is finalizing plans to construct a second facility, which will allow



Village of Hinsdale

Memorandum

for further expansion and provide back-up and redundancy for DU-COMM's operations. DU-COMM's existing facility has space for just one additional police and one additional fire dispatch position. If the Village would like to take advantage of the operational and consolidation benefits referenced below, it is advisable to join DU-COMM before these slots go to another municipality; otherwise, the Village would be required to wait until the second facility is complete. Completion is estimated to be at least two years away.

It is worthwhile to note that SWCD is also in the planning phases for a new facility. If the Village does not move to DU-COMM this fiscal year, but decides to make the move at a later date, there is a possibility that the Village could be required to make capital contributions to both agencies.

Justification

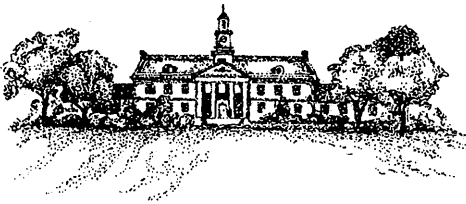
Overall Service Delivery by DU-COMM

Compared to the Village's current 9-1-1 dispatch provider, DU-COMM offers the following operational advantages:

- Enhanced 9-1-1 wireless call routing (less 9-1-1 call center transfer delays)
- SMART 9-1-1 (enhanced wireless call data received by 9-1-1 center)
- Redundant computer-aided dispatch system
- Technical support for Starcomm21 radio system
- Highly trained 9-1-1 Operators
- Enhanced weather monitoring and warning siren activations
- Access to tactical dispatch support vehicle
- Updated Master Street Address Guide (MSAG)- staff supported
- State of the art technology
- Enhanced communications console capabilities (emergency patches)
- Professional managerial support and oversight
- Effective system of governance
- Financial stability and transparency
- Enhanced managerial statistical reporting

Impact on Police Operations

DU-COMM has fully implemented the Starcomm 21 radio network, which is the County-wide interoperable communications system funded by the ETSB. This allows for a simple transition of communications systems and does not require any communications



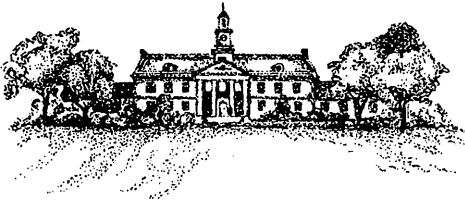
network infrastructure improvements. Operationally, the impact of this change is minimal for the patrol officers. The biggest advantage for switching to DU-COMM would be more dependable, clearer radio communication. Hinsdale's Police Department would be operating on a new dispatch channel. This channel would be shared only with Oak Brook Police and would be far less congested with radio traffic than the Department's current channel, which supports seven (7) police agencies. Since each radio channel operates using a single dispatch operator, this move would result in a more responsive dispatch operation and improved access to the communications network. In turn, this would result in a higher level of service and improved officer safety.

As an additional advantage, DU-COMM is equipped with advanced radio console functionality and access to all of the Starcomm radio channels. This includes their ability to monitor state-wide radio channels, as well as patch together radio channels during emergency operations. SWCD does not have these radio consoles, functionality or access to other radio channels. Operationally, this means that if a Hinsdale officer went to Oak Brook to provide mutual aid, SWCD would lose communications with that Hinsdale officer. This issue would be resolved with a move to DU-COMM.

Impact on Fire Operations

Within DuPage County, there is an ongoing effort to develop functional cooperation programs between all County fire service agencies. Consolidated dispatch is one of these goals. Currently, over twenty fire service agencies in DuPage County use DU-COMM for their dispatch services. If the Village would like to take advantage of this County-wide initiative, DU-COMM will play a key role. One benefit of DU-COMM is the agency's common computer-aided dispatch program with automatic responses from the closest available units. It is staff's position that other non-DU-COMM DuPage fire agencies should consider joining DU-COMM as well in order to maximize the potential benefits of consolidation.

Like Police, Fire uses the Starcomm 21 radio network. While operational frequencies would still need to be determined, the infrastructure is in place for notification of on-duty Hinsdale fire personnel, required mutual aid departments and, when necessary, off-duty Hinsdale fire personnel. Hinsdale's Fire Department staff needs to review operational policies to ensure that DU-COMM's dispatch procedures are consistent with existing Village procedures.



Village of Hinsdale

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With the Village's current provider, SWCD, callers receive Emergency Medical Dispatch (EMD) assistance. That service is coordinated through Advocate Christ Medical Center in Illinois EMS Region 7. DU-COMM's EMD assistance is coordinated through Central DuPage Hospital in Illinois EMS Region 8. This is the same EMS Region that our Village Paramedic Service operates under, and all policies and procedures related to this assistance follow the same medical protocols as our responding paramedics. DU-COMM has the ability to provide our responding paramedics with immediate information concerning the medical emergency on the vehicle's computer-aided dispatch hardware. Additionally, the entire EMD assistance program is operated under a formal quality assurance program in Region 8, which has not been the case with SWCD.

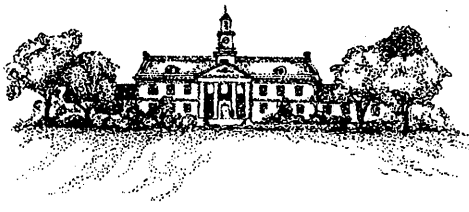
Impact on Residents

While a switch to DU-COMM would have positive impacts on service delivery, businesses and residents that are directly connected to the ADT alarm board monitored in the dispatch center will see an increase in their annual monitoring fee (billed by ADT). The monthly increase would be between \$12 and \$19, depending on the type of connection (phone line/radio). This would only impact approximately 150 alarm holders, which are primarily intuitional (banks, schools, etc.).

The Police Department lobby is staffed Monday through Friday from 8:00 a.m. to 10:30 p.m.; Saturday from 8:00 a.m. to 2:00 p.m.; and closed on Sundays. Currently, calls to the police non-emergency numbers are automatically forwarded to SWCD. Typically the volume of calls received after the lobby is closed is relatively low. Of the calls received, the primary purpose is for overnight parking permission. In order to maintain service levels, the Police Department would change its after-hours voicemail message to include a list of items residents could be calling about, including overnight parking. The message would provide direction; for example, a link for overnight parking permission could be added to the Village's website. Residents needing a police response or emergency access to Village services would be directed to call 9-1-1. In the event of unusual weather activity or other occasions when the volume of calls may increase, the police non-emergency number could be staffed on a case-by-case basis. Current DU-COMM members, including Wheaton, Glen Ellyn, Elmhurst and Oak Brook, do not maintain 24/7 lobby hours and have similar after-hours procedures.

Financial Impact

The chart below shows the annual comparative cost difference between SWCD and DU-COMM. DU-COMM currently allocates cost by attributing 75% of their expenses to police operations and 25% to fire operations. The police expenses are divided by the



Village of Hinsdale

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number of sworn officers, and a per-officer cost is determined. The FY15 per officer cost is \$10,075. The Village supports DU-COMM's cost structure on the police side; however, for fire, the Village is in discussions with DU-COMM to find a way to calculate fees in a more appropriate manner. Currently, the fire calculation is based upon the total Equalized Assessed Value (EAV) from all of the fire members and determines the percentage of the individual community EAV. This ratio percentage is then applied to the fire expense. Under the current cost structure, estimated costs for the two service providers are as follows:

	SWCD	DU-COMM	Budget Impact
Police	\$288,475	\$253,079	(\$35,396)
Fire	\$76,500	\$182,337	\$105,837
Wireline Reimbursement	\$33,707	-	(\$33,707)
Additional Misc.	-	\$15,200	\$15,200
Total	\$398,682	\$450,616	\$51,934

Cost of Second Facility

As previously mentioned, DU-COMM is proceeding with an expansion plan that includes acquiring and equipping a second facility at an estimated cost of \$11 million. The DU-COMM Board is currently working with a consultant to issue debt to finance this project, and all DU-COMM agencies will be required to share in the cost to finance the second facility. Current estimates show that the Village's initial share of the debt is \$358,636, or an annual cost of \$25,431 for 20 years. See attached table on debt allocation.

One-Time Transition Costs

If the Village were to move to DU-COMM for its dispatch services, the Village would be responsible for the following one-time costs. There may be opportunities through the ETSB to recoup some of the transitional costs referenced below; this is still being negotiated. In addition, the \$56,000 shown below for computer replacement may be reduced if the Village is able to negotiate the purchase of its current computer equipment from SWCD.



Village of Hinsdale

Memorandum

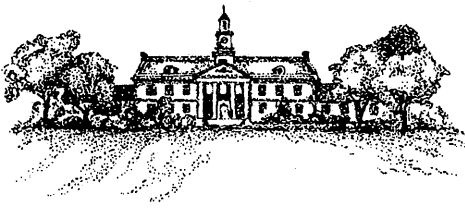
Estimated DU-COMM Costs		Total
Admin Fee	3% annual operating shares	\$13,024
Computer Replacement (new)	Computer, vehicle docs, antenna, installation fees (includes 8 computers for Police and 7 computers for Fire – one Fire is already owned)	\$56,000
Outdoor Warning Siren Conversion		\$7,500
Misc. Costs (Re-routing phone lines, reprogramming station alerting equipment and unforeseen expenses)		\$10,000
Less potential ETSB Reimbursement		<u>(\$23,024)</u>
Total One Time Transition Costs		\$50,476

Recommendation and Next Steps

Staff recommends that the Village begin the process of joining DU-COMM as a new member. The formal request for membership does not bind or obligate the Village and will allow the Village time to continue to research some remaining concerns, particularly in the area of fire dispatch. As a parallel process, the Village will also work to evaluate a move to Downers Grove Dispatch.

Option 1: DU-COMM

There are clear operational advantages with a move to DU-COMM, as discussed above. Due primarily to the pricing structure of fire dispatch, the move would result in an annual budget impact of approximately \$52,000. To mitigate some of this impact, the Village could potentially consider moving Police to DU-COMM at this time and finding a temporary solution, be it SWCD or another service provider, for Fire. However, at this time the Village is unaware of a fire dispatch center that could accommodate fire dispatch by the effective date of withdrawal from SWCD of April 30, 2015. As mentioned above, if the Village was to keep fire dispatch at SWCD, that might result in forfeiture of the opportunity to go to DU-COMM until after the completion of the second DU-COMM facility. Moreover, by remaining at SWCD, the Village would continue to pay a pro-rated portion of wireline surcharge funds of approximately \$17,000; a pro-rated portion of wireless surcharge funds of \$75,000; and a portion of the capital costs associated with SWCD's plans to build a new facility in 2015/2016. Operationally, separating police and fire is not ideal and may impact a coordinated response. All 9-1-1 emergency calls would be routed to DU-COMM, which is considered a primary dispatch center, and then transferred to a secondary fire dispatch center. Transfers delay response when time delays are critical. In addition, Hinsdale's



Fire Department would continue to be disconnected from 80% of fire service in DuPage County.

Option 2: Downers Grove

The Village of Downers Grove has requested a DuPage ETSB-funded study on establishing a consolidated dispatch center including five entities: Downers Grove, Hinsdale, Clarendon Hills, Westmont and the Tri-State Fire District. The RFP has been issued, and a report on the study could be available as early as November 15, 2014. However, this study is preliminary, and staff estimates that any recommended solution including a new facility would be three to five years to completion. The Village Manager and Fire Department have requested that Downers Grove evaluate whether they could take on Hinsdale's fire dispatch temporarily while a new dispatch center is built for the potential consolidated group.

It is worthwhile to note that this is the third such ETSB-funded study on this topic in 12 years. No action was taken on the earlier efforts because one of the municipalities dropped out, thereby ending the initiative. In addition, a new consolidated dispatch center would require capital from the members; in this case, Hinsdale would be responsible for one-fifth of the costs, rather than one-twenty-third at DU-COMM.

If after consideration of the alternatives, the Village decides to remain with SWCD, there is a mechanism to do so. The Village delivered its notice of withdrawal to SWCD on September 17, 2014, but retains the ability to revoke its notice of withdrawal at any time. Rescinding the Village's notice to withdraw would obligate the Village to pay a penalty of \$500 per month (and any portion thereof) for the period of time between September 17, 2014 and the date of revocation, as well as all costs to date associated with the withdrawal. If the revocation of the Village's notice of withdrawal is received after January 31, 2015, the Village would be required to apply as a new member to SWCD.

If at some point in the future staff recommends moving forward with DU-COMM, the next step would be to recommend approval of an intergovernmental agreement. This would be followed by a second intergovernmental agreement related to capital costs for the second DU-COMM facility. The Village would move to DU-COMM on May 1, 2015, concurrent with the new fiscal year.

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES,
ILLINOIS, APPROVING AND AUTHORIZING EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT WITH
DUPAGE PUBLIC SAFETY COMMUNICATIONS REGARDING
A JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, com

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

WHEREAS, the President and Board of Trustees of Hinsdale have determined that it is in the best interest of the Village and its residents to join a centralized public safety communications system; and

WHEREAS, the President and Board of Trustees of Hinsdale desire to enter into an Intergovernmental Agreement with DuPage Public Safety Communications, a copy of which is attached as **Exhibit A**, in order to become a member of DuPage Public Safety Communications.

WHEREAS, the President and Board of Trustees of Hinsdale have determined that approval and execution of the Intergovernmental Agreement with DuPage Public Safety Communications attached hereto as **Exhibit A** it is in the best interests of the Village and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale to approve the Joint Public Safety Communications Agreement with DuPage Public Safety Communications attached hereto as **Exhibit A** and hereby authorize and direct the Village President and Village Clerk, or their designees, to execute and deliver said Agreement and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Agreement.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT "A"

**COPY OF INTERGOVERNMENTAL AGREEMENT WITH DUPAGE PUBLIC SAFETY
COMMUNICATIONS**

(ATTACHED)

JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

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

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PREMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of the Illinois Constitution, the undersigned do hereby federate together in a co-operative venture for the joint and mutual operation of a centralized public safety communications system, to be known as "DuPage Public Safety Communications" (hereinafter designated as Du-Comm) which shall consist of all of the local governments signatory hereto (and also those local governments which may hereinafter become signatory hereto).

2. By-Laws. DU-COMM shall be subject to and shall be governed by these certain By-Laws, a copy of which is attached hereto as Exhibit "A" and by this reference made a part of this agreement, together with any amendments which may be made to said By-Laws in the manner and means therein set forth.

3. DU-COMM Participation. Each local government to this joint public safety communications system (and each local government which may hereafter sign, after approval as required by the By-Laws, provided such local governments are eligible to participate pursuant to said By-Laws) is a member of DU-COMM and is entitled to the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.

4. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in DU-COMM in the manner and means set forth in said By-Laws.

5. Powers of the System. DU-COMM Shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate any member except as authorized by the attached By-Laws. DU-COMM shall not have the power to eminent domain or the power to levy taxes.

6. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then parties to it, provided, however, the By-Laws attached hereto as Exhibit "A" may be amended from time to time by the method and means provided herein.

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

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

9. Effective Date. This Agreement shall become effective when signed by the last of the Village of Bartlett, the Village of Carol Stream, the City of Elmhurst, the Village of Glen Ellyn, the Village of Glendale Heights, the Village of Lombard, and the Village of Villa Park.

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

VILLAGE OF BARTLETT

BY: *William T. ...*

ATTEST:

Leticia Monroe

Date: *May 20, 1975*

VILLAGE OF CAROL STREAM

BY: *Donald M. Swanson*

ATTEST:

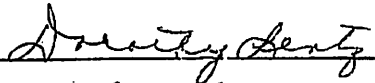
Margaret Ann Torville

Date: *August 15, 1975*

CITY OF ELMHURST

BY: 

ATTEST:



Date: April 23, 1975

VILLAGE OF GLEN ELLYN

BY: Constance C. Zimmermann

ATTEST:

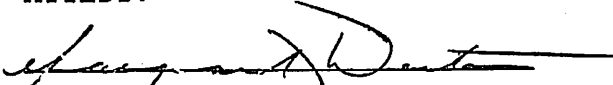
Carl W. Nelson

Date: May 8, 1975

VILLAGE OF GLENDALE HEIGHTS

BY: Edwin S. Gubak

ATTEST:



Date: May 9, 1975

VILLAGE OF LOMBARD

BY: 

ATTEST:

Mardyth E. Rollard

DATE: April 17, 1975

1. Glenside Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective March 2, 1976, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Glenside Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Glenside Fire Protection District were an original signatory to said agreement. Glenside Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Glenside Fire Protection District have executed this agreement as of the day and year first above written:

GLENSIDE FIRE PROTECTION DISTRICT:

BY: Charles R. Leach

ATTEST: Beryl A. Smith

DUPAGE PUBLIC SAFETY COMMUNICATIONS:
(DU-COMM)

BY: James E. Hill
PRESIDENT

ATTEST: James E. Hill
SECRETARY

1. Bartlett/Countryside Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective March 16, 1976, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Bartlett/Countryside Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Bartlett/Countryside Fire Protection District were an original signatory to said agreement. Bartlett/Countryside Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Bartlett/Countryside Fire Protection District have executed this agreement as of the day and year first above written:

BARTLETT/COUNTRYSIDE FIRE PROTECTION:
DISTRICT

BY: Ronald A. Buchner, President

ATTEST:

A. William John, Secretary

DUPAGE PUBLIC SAFETY COMMUNICATIONS:
(DU-COMM)

BY: Joseph K. Zinn, President

ATTEST:

William J. Zinn, Secretary

A G R E E M E N T

This Agreement made and entered into this 22 day of March, 1976, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Carol Stream Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Carol Stream Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Carol Stream Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on January 31, 1976; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Carol Stream Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows;

1. Carol Stream Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective _____, 1975, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Carol Stream Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Carol Stream Fire Protection District were an original signatory to said agreement. Carol Stream Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Carol Stream Fire Protection District have executed this agreement as of the day and year first above written:

CAROL STREAM FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATIONS:
(DU-COMM)

BY: Richard P. Kammer

BY: Joseph Borzich
PRESIDENT

ATTEST: Joseph Borzich

ATTEST: William L. [Signature]
SECRETARY

1. Hanover Park is hereby accepted as a full participating member of DU-COMM, effective January 27, 1976, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Hanover Park does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Hanover Park were an original signatory to said agreement. Hanover Park further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and Village of Hanover Park have executed this agreement as of the day and year first above written:

VILLAGE OF HANOVER PARK:

BY: Richard J. Barone

ATTEST: Joseph A. Cawshaw

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: James E. Hill

PRESIDENT

ATTEST: John C. Hill

SECRETARY

A G R E E M E N T

This Agreement made and entered into this 7 day of September, 1976, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the York Center Fire Protection District, a unit of local government, witnesseth:

WHEREAS, the York Center Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, York Center Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on January 31, 1976; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of York Center Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows;

1. York Center Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective _____, 1975, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. York Center Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if York Center Fire Protection District were an original signatory to said agreement. York Center Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and York Center Fire Protection District have executed this agreement as of the day and year first above written:

YORK CENTER FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: _____

ATTEST: _____

BY: _____

ATTEST: _____
SECRETARY

RIDER TO THE AGREEMENT DATED _____, 1976 BY AND BETWEEN
DU PAGE PUBLIC SAFETY COMMUNICATIONS AND YORK CENTER FIRE
PROTECTION DISTRICT

It is further agreed by and between the parties hereto that this Agreement shall be subject to and contingent upon the Board of Directors of Du Page Public Safety Communications voting to amend the By-Laws, as approved and adopted January 31, 1976, to provide as follows:

1. Membership shall consist of the Mayor or President of each participating municipality and the President of the Trustees of each participating fire protection district or a designated alternate who shall be an elected municipal official or other duly appointed or elected fire protection district Trustee.

2. Chairman shall be one of the members elected at the annual meeting. The Chairmanship shall rotate annually until each municipality and each fire protection district shall have served one term.

3. The above amendments to the By-Laws shall be made no later than one hundred and eighty (180) days from the date hereof and if the By-Laws are not so amended then this agreement shall be null and void and without effect and the unexpired portion of any dues or fees paid by the York Center Fire Protection District shall be refunded.

YORK CENTER FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATION
(DU-COMM)

BY: Chief Joseph Bogio

BY: [Signature]
(PRESIDENT)

ATTEST: _____

ATTEST: [Signature]
SECRETARY

A G R E E M E N T

This Agreement made and entered into this 2nd day of February, 1977, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Village of Winfield, a municipal corporation, hereinafter called Winfield, witnesseth:

WHEREAS, the Village of Winfield, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Winfield has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Winfield for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Winfield is hereby accepted as a full participating member of DU-COMM, effective January 29, 1977, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Winfield does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Winfield were an original signatory to said agreement. Winfield further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Village of Winfield have executed this agreement as of the day and year first above written;

VILLAGE OF WINFIELD:

BY: Robert J. Lee

ATTEST: Carl S. Sisk

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: Ronald W. Duker

PRESIDENT

ATTEST: Theodore R. Tokarski

SECRETARY

A G R E E M E N T

This Agreement made and entered into this 18th day of January, 1977, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Winfield Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Winfield Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Winfield Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Winfield Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Winfield Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective January 29, 1977, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

2. Winfield Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Winfield Fire Protection District were an original signatory to said agreement. Winfield Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Winfield Fire Protection District have executed this agreement as of the day and year first above written

WINFIELD FIRE PROTECTION DISTRICT: DUPAGE PUBLIC SAFETY COMMUNICATIONS:
(DU-COMM)

BY: *Earl Roger Higgins, Pres.*

BY: *Ronald W. Dukes*
PRESIDENT

ATTEST: *Joseph H. [illegible]*
Treas.

ATTEST: *Theodore B. Takant*
SECRETARY

A G R E E M E N T

This Agreement made and entered into this 30th day of October, 1978, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Village of Villa Park, a municipal corporation, hereinafter called Villa Park, witnesseth:

WHEREAS, the Village of Villa Park, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Villa Park has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Villa Park for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Villa Park is hereby accepted as a full participating member of DU-COMM, effective _____, 197____, and from that date shall be entitled to all of the rights, privileges, and services available to participating members of DU-COMM.

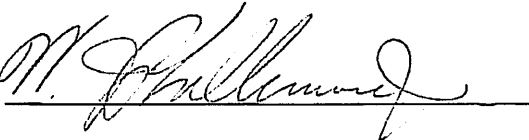
2. Villa Park does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which

DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Villa Park were an original signatory to said agreement. Villa Park further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Village of Villa Park have executed this agreement as of the day and year first above written;

VILLAGE OF VILLA PARK:

BY:



DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

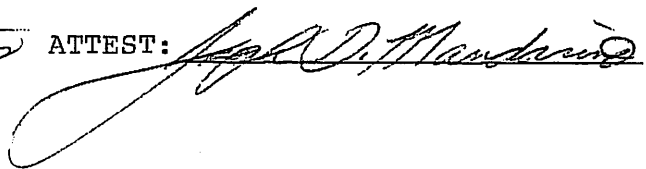
BY:



ATTEST:



ATTEST:



A G R E E M E N T

This agreement made and entered into this 3 day of January, 1979, by and between DuPage Public Safety Communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the City of Oakbrook Terrace, a municipal corporation, hereinafter called Oakbrook Terrace, witnesseth:

WHEREAS, the City of Oakbrook Terrace, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Oakbrook Terrace has applied for membership in DU-COMM and has authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of Oakbrook Terrace for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows;

1. Oakbrook Terrace is hereby accepted as a full participating member of DU-COMM, effective January 27, 1979, and from that date shall be entitled to all rights, and privileges, and services available to participating members of DU-COMM.

2. Oakbrook Terrace does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby

incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Oakbrook Terrace were an original signatory to said agreement. Oakbrook Terrace further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the City of Oakbrook Terrace have executed this agreement as of the day and year first above written;

CITY OF OAKBROOK TERRACE:

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY:

Richard A. Saville Mayor

BY:

Theodore R. Tokarski

ATTEST:

Laurence M. Fick
City Clerk

ATTEST:

Joseph D. Mandarino

A G R E E M E N T

This agreement made and entered into this 20th day of March, 1979, by and between DuPage Public Safety Communications, an governmental co-operative agreement and venture, hereinafter called DU-COMM, and the Oakbrook Terrace Fire Protection District, (also commonly known as Butterfield Fire Protection District), a unit of local government, hereinafter called Oakbrook Terrace Fire Protection District, witnesseth:

WHEREAS, Oakbrook Terrace Fire Protection District, is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, Oakbrook Terrace Fire Protection District has applied for membership in DU-COMM and has authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-Laws of DU-COMM approved and adopted on July 19, 1975; and amended thereafter; and

WHEREAS, the Board of Directors of DU-COMM by two-thirds vote, has approved application of Oakbrook Terrace Fire Protection District for participation in DU-COMM as a full member with all the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary to execute and enter into this agreement;

NOW THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. Oakbrook Terrace Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective March 31, 1979, and from that date shall be entitled to all rights, and privileges, and services available to participating members of DU-COMM.

2. Oakbrook Terrace Fire Protection District does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby

incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Oakbrook Terrace Fire Protection District were an original signatory to said agreement. Oakbrook Terrace Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and Oakbrook Terrace Fire Protection District have executed this agreement as of the day and year first above written;

OAKBROOK TERRACE FIRE PROTECTION
DISTRICT

BY: Edmund J. Massi Sr.

ATTEST: Christopher Burton Chief

DUPAGE PUBLIC SAFETY COMMUNICATIONS
(DU-COMM)

BY: Theodore R. Tokarski

ATTEST: Richard R. Devanzo

A G R E E M E N T

This Agreement, made and entered into this *Eighteenth*
day of *March* 198*9*, by and between DuPage Public Safety
Communications, an intergovernmental co-operative agreement and venture,
hereinafter called DU-COMM, and the West Chicago Fire Protection District
witnesseth:

WHEREAS, The West Chicago Fire Protection District is a unit of local
government situated wholly in DuPage County, Illinois, presently providing public
safety service; and

WHEREAS, West Chicago Fire Protection District has applied for
membership in DU-COMM and has by appropriate resolution of its corporate
authorities authorized its chief executive officer to execute this agreement in
order to become a full participating member of DU-COMM in accordance with and
subject to the governing By-Laws of DU-COMM approved and adopted on July 19,
1975; and amended thereafter; and

WHEREAS, The Board of Directors of DU-COMM, by a two-thirds vote,
has approved application of West Chicago Fire Protection District for
participation in DU-COMM as a full member with all of the rights, privileges,
responsibilities, and obligations as may now exist for present members of the
venture, and has similarly authorized the President and Secretary to execute and
enter into this agreement;

IN WITNESS WHEREOF, the undersigned DuPage Public Safety
Communications (DU-COMM) and The West Chicago Fire Protection District have
executed this agreement as of the day and year first above written;

WEST CHICAGO FIRE PROTECTION DISTRICT:

By: James C. Lutzman Pres
ATTEST: Edward A. Schmitt Secy.

DU PAGE PUBLIC SAFETY COMMUNICATIONS:

By: [Signature]
ATTEST: Angela M. Orlando

CITY OF WHEATON

BY:

Patricia B. Barger

ATTEST:

Lillian Johnson

DATE:

March 9, 1982

AGREEMENT

This Agreement made and entered into this Seventh day of November, 1987, by and between DuPage Public Safety communications, an intergovernmental co-operative agreement and venture, hereinafter called DU-COMM, and the Lisle-Woodridge Fire Protection District, a unit of local government, witnesseth:

WHEREAS, The Lisle-Woodridge Fire Protection District is a unit of local government situated wholly or partly within or adjacent to DuPage County, Illinois, presently providing public safety service; and

WHEREAS, The Lisle-Woodridge Fire Protection District has applied for membership in DU-COMM and has by appropriate resolution of its corporate authorities authorized its chief executive officer to execute this agreement in order to become a full participating member of DU-COMM in accordance with and subject to the governing By-laws of DU-COMM approved and adopted on July 19, 1975 and amended in February of 1981; and

WHEREAS, the Board of Directors of DU-COMM, by two-thirds vote, has approved application of the Lisle-Woodridge Fire Protection District for participation in DU-COMM as a full member with all of the rights, privileges, responsibilities, and obligations as may now exist for present members of the venture, and has similarly authorized the President and Secretary of the Board of Directors to execute and enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto expressly and mutually agree as follows:

1. The Lisle-Woodridge Fire Protection District is hereby accepted as a full participating member of DU-COMM, effective December 1, 1987, and from that date shall be entitled to all

of the rights, privileges, and services available to participating members of DU-COMM.

2. The Lisle-Woodridge Fire Protection District does hereby execute and ratify the Joint Public Safety Communication System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if the Lisle-Woodridge Fire Protection District were an original signatory to said agreement. The Lisle-Woodridge Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-Laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and the Lisle-Woodridge Fire Protection District have executed this agreement as of the day and year first above written.

Lisle-Woodridge Fire Protection District

DuPage Public Safety Communications

By:

Anthony J. Ward

By:

DU-COMM
[Signature]

Attest:

Anthony A. Meyer

Attest:

Angela M. Orlando

A G R E E M E N T

This Agreement, made and entered into this 13th
day of MARCH 1989, by and between DuPage Public Safety
Communications, an intergovernmental co-operative agreement and venture,
hereinafter called DU-COMM, and the Warrenville Fire Protection District, a unit
of local government, witnesseth:

WHEREAS, The Warrenville Fire Protection District is a unit of local
government situated wholly in DuPage County, Illinois, presently providing public
safety service; and

WHEREAS, The Warrenville Fire Protection District has applied for
membership in DU-COMM and has by appropriate resolution of its corporate
authorities authorized its chief executive officer to execute this agreement in
order to become a full participating member of DU-COMM in accordance with and
subject to the governing By-Laws of DU-COMM approved and adopted on July 19,
1975; and amended thereafter; and

WHEREAS, The Board of Directors of DU-COMM, by a two-thirds vote,
has approved application of The Warrenville Fire Protection District for
participation in DU-COMM as a full member with all of the rights, privileges,
responsibilities, and obligations as may now exist for present members of the
venture, and has similarly authorized the President and Secretary to execute and
enter into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions,
and covenants herein contained, the parties hereto expressly and mutually agree
as follows:

1. The Warrenville Fire Protection District is hereby accepted as a full
participating member of DU-COMM, effective MAY 1
1989, and from that date shall be entitled to all of the rights, privileges,

and services available to participating members of DU-COMM.

2. The Warrenville Fire Protection District does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if The Warrenville Fire Protection District were an original signatory to said agreement. The Warrenville Fire Protection District further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and The Warrenville Fire Protection District have executed this agreement as of the day and year first above written;
WARRENVILLE FIRE PROTECTION DISTRICT:

By: Dean L. Lierny Pres

ATTEST: KJ McHaff

DU PAGE PUBLIC SAFETY COMMUNICATIONS:

By: [Signature]

ATTEST: Angela M. Orlando

A G R E E M E N T

This Agreement, made and entered into this March 18
day of _____ 1989, by and between DuPage Public Safety
Communications, an intergovernmental co-operative agreement and venture,
hereinafter called DU-COMM, and the City of Warrenville witnesseth:

WHEREAS, The City of Warrenville is a unit of local government
situated wholly in DuPage County, Illinois, presently providing public
safety service; and

WHEREAS, Warrenville has applied for membership in DU-COMM and has
by appropriate resolution of its corporate authorities authorized its
chief executive officer to execute this agreement in order to become a
full participating member of DU-COMM in accordance with and subject to
the governing By-Laws of DU-COMM approved and adopted on July 19, 1975;
and amended thereafter; and

WHEREAS, The Board of Directors of DU-COMM, by a two-thirds vote,
has approved application of Warrenville for participation in DU-COMM as
a full member with all of the rights, privileges, responsibilities, and
obligations as may now exist for present members of the venture, and has
similarly authorized the President and Secretary to execute and enter
into this agreement;

NOW, THEREFORE, in consideration of the mutual promises, conditions,
and covenants herein contained, the parties hereto expressly and mutually
agree as follows:

1. Warrenville is hereby accepted as a full participating member
of DU-COMM, effective _____, 198__, and from that date shall
be entitled to all of the rights, privileges, and services available to
participating members of DU-COMM.

2. Warrenville does hereby execute and ratify the Joint Public Safety Communications System Agreement, under which DU-COMM is established and created, which by reference is hereby incorporated into and made part of this agreement as if fully set forth herein, and agrees to all of the provisions of said agreement as if Warrenville were an original signatory to said agreement. The Warrenville ~~Fire Protection District~~ further agrees to abide by and act in accordance with all of the conditions and requirements of membership in DU-COMM as specified in the governing By-laws of DU-COMM, including the payment of such fees as may be necessary and the assumption of all debts and liabilities of DU-COMM existing as of the effective date of this agreement to the same extent as all other members, and such other and further conditions of membership as may be determined from time to time by the DU-COMM Board of Directors.

3. This Agreement shall take effect at the time that the Chief of Police certifies in writing to DU-Comm that the effective starting date is approved.

IN WITNESS WHEREOF, the undersigned DuPage Public Safety Communications (DU-COMM) and The City of Warrenville have executed this agreement as of the day and year first above written:

CITY OF WARRENVILLE:

By: Vivian M. Lund, Mayor

ATTEST: Lucy Bernard, City Clerk

DU PAGE PUBLIC SAFETY COMMUNICATIONS:

By: [Signature]

ATTEST: Angela M. Orlando

PAUL NETZEL
Mayor

ANNE STOCKTON
City Clerk

A. MILTON SAUER
City Treasurer

CITY OF WEST CHICAGO

P.O. Box 488 West Chicago, Illinois 60185
DuPage County Telephone (708) 293-2200

J. DONALD FOSTER
City Administrator

SIGNATURE PAGE TO
MASTER INTERGOVERNMENTAL AGREEMENT
WITH
DU-COMM

CITY OF WEST CHICAGO

BY

Paul Netzel

ATTEST

Michelle Blakely
DEPUTY CITY CLERK

DATE OF ORDINANCE

12-7-91



AN ILLINOIS CERTIFIED CITY

ADDISON FIRE PROTECTION DISTRICT

BY: Anthony J LaRocca

ATTEST:

Charles E. Sayap.

Date: 7-2-08

VILLAGE OF ROSELLE


BY: Boyle A. English

ATTEST:

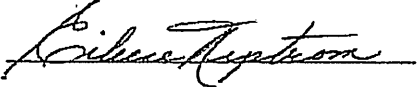
Patricia E. Burns

Date: 8-3-09

WOODRIDGE POLICE DEPARTMENT

BY: 

ATTEST:



Date: 10-7-10

EXHIBIT "A"



CITY OF DARIEN

BY: Kathleen Weaver

ATTEST:

James J. Calver

DATE: October 18, 2010

EXHIBIT A

JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT
Village of Lisle Ordinance No. 2010-4346

Joseph J. Broda
Mayor Joseph J. Broda

ATTEST:

Timothy J. Seeden
Timothy J. Seeden, Village Clerk
By Kristine Curran, Deputy Clerk



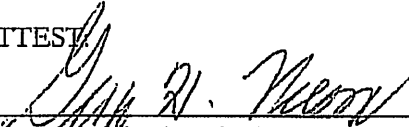
Darien-Woodridge Fire Protection District,
an Illinois municipal corporation, DuPage
County, Illinois

By:



President of Board of Trustees

ATTEST



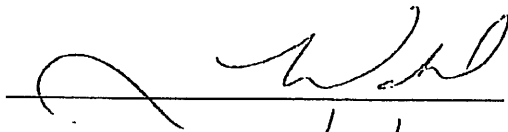
Secretary of the Board of Trustees

Date: October 20, 2010

WOOD DALE FIRE PROTECTION DISTRICT

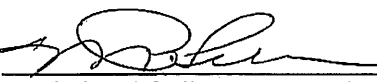
BY: Wally Tekey

ATTEST:




DATE: 2/30/11

ITASCA FIRE PROTECTION DISTRICT NO. 1

BY: 
Michael Sullivan, President

ATTEST:

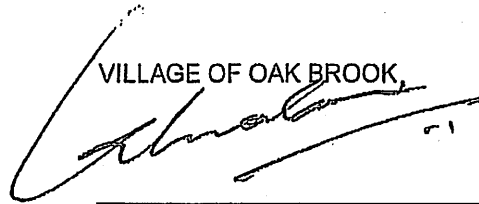
BY: 
Kevin Boehne, Secretary

DATE: May 16, 2012



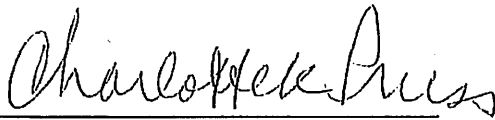
Village of Oak Brook
1200 Oak Brook Road · Oak Brook, Illinois 60523-2255
(630) 368-5000 · Facsimile (630) 368-5045

SIGNATURE PAGE TO
MASTER INTERGOVERNMENTAL AGREEMENT
WITH THE
DUPAGE PUBLIC SAFETY COMMUNICATION COOPERATIVE (DUCOMM)

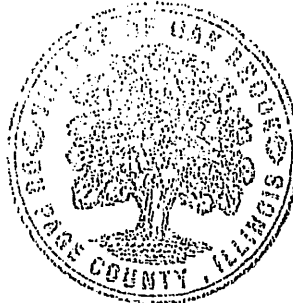
VILLAGE OF OAK BROOK,


Gopal G. Lalimalani, Village President

ATTEST:



Charlotte K. Pruss



Date of Resolution: October 25, 2011

ORDINANCE NO. 2013-287

ORDINANCE APPROVING INTERGOVERNMENTAL AGREEMENT
RE: MEMBERSHIP IN DUPAGE PUBLIC SAFETY COMMUNICATIONS
BETWEEN THE DU PAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) AND
[THE BLOOMINGDALE FIRE PROTECTION DISTRICT NO. 1]

JOINT PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

Board approved membership: 01/15/2013

1
further conditions of membership as may be determined from
time to time by the DU-COMM Board of Directors.

IN WITNESS WHEREOF, the undersigned DuPage Public
Safety Communications (DU-COMM) and the Bloomingdale Fire
Protection District No.1 have executed this agreement as of
the day and year first above written:

BLOOMINGDALE FIRE PROTECTION
DISTRICT No.1:

BY: *Jayda P. Bruno*

ATTEST: *William M. D. Kelly*

DUPAGE PUBLIC SAFETY
COMMUNICATIONS:

(DU-COMM)
BY: *K. Stofel*

ATTEST: *Christine Geiger*

Board approved membership: 01/15/2013

DuPage Public Safety Communications



Bylaws

As Amended by DU-COMM's Board of Directors on January 15, 2013

DU PAGE PUBLIC SAFETY COMMUNICATIONS BYLAWS

As Amended January 15, 2013

ARTICLE I – PURPOSE

DU PAGE PUBLIC SAFETY COMMUNICATIONS (DU-COMM) is an association of units of local government, as they are defined in Article VII, Section 1, of the Constitution of State of Illinois, 1970, and is a "public agency" as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2 (1), that is voluntarily established by its members pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. It is organized for the purpose of:

1. Providing the equipment, services and other items necessary and appropriate for the establishment, operation and maintenance of a joint public safety communications system for the mutual benefit of the members of DU-COMM.
2. Providing such contractual services to other units of local government.
3. Providing a forum for discussion, study, development and implementation of recommendations of mutual interest to its members regarding public safety communications and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information communication and data processing systems and other topics and projects of mutual public safety concern to its members.

ARTICLE II - MEMBERSHIP

- A. All cities, villages, fire protection districts and other units of local government that provide public safety service, that are located, wholly or partly within DuPage County, Illinois or geographically adjoin the boundaries of a then existing DU-COMM member and that are permitted by the Intergovernmental Cooperation Act to contract and associate with other units of local government are eligible for membership and participation in DU-COMM.
- B. A unit of local government's membership and participation in DU-COMM is conditioned upon:
 1. Its execution of the Joint Public Safety Communications Systems Agreement creating and establishing DU-COMM;
 2. Its delivery to DU-COMM of a certified copy of its ordinance authorizing its execution of the Joint Public Safety Communication System Agreement;
 3. Its agreement to be bound by DU-COMM's By-Laws;

4. Its payment of an administration fee and reserve contribution fee determined by the policy currently in effect upon full execution of agreement;
 5. Its continuing payment of its annual shares, billed quarterly, and other fees and compliance with DU-COMM's Bylaws; and
 6. Such other conditions as determined from time to time by the Board of Directors.
- C. New member participants shall be admitted on a two-thirds (2/3) vote of the members of the Board of Directors. All new members shall become liable for payment of existing debts and liabilities of DU-COMM to the same extent as all then existing members.
- D. The payment of the fee required in this article shall be made within thirty (30) days after the new member's admission to DU-COMM unless deferred payment is approved by a two-thirds (2/3) vote of the Board of Directors. The Board of Directors shall not approve deferred payment unless the new member participant's governing officials submit a resolution that:
1. States the reasons why payment cannot be made upon admission;
 2. Requests deferral of payment for not more than one (1) year; and
 3. Agrees to pay the deferred amount, with interest at a rate determined by DU-COMM's Board of Directors, if the request for deferred payment is approved.

ARTICLE III - ORGANIZATION

There is hereby established a Board of Directors of DU-COMM, an Executive Committee of DU-COMM, a Chiefs Operations Committee of DU-COMM, and the position of Executive Director of DU-COMM.

No Board of Director member, Executive Committee member, or Chiefs Operations Committee member shall receive a salary or compensation from DU-COMM

A. BOARD OF DIRECTORS

1. Membership:

The Board of Directors shall consist of;

- a. The Mayor or President of each participating municipality or an alternate (Chief Administrative Officer or other elected official) who has been designated in writing. The designated alternate shall be named by the Mayor or President as applicable. The designated alternate has all the same rights and authority as that municipality's Mayor or President; and
- b. Two directors who shall represent all the participating fire protection districts and shall be the Presidents of the Boards of Trustees of two of the participating fire protection districts or their designated alternates (who shall be Fire Protection District Trustees). The Presidents, or their designated alternate, of the Fire Protection Districts shall confer and select the two Directors who shall represent the Fire Protection Districts on the Board of Directors. Any President of the Board of Trustees of a participating fire protection district, not serving as a DU-COMM director, may attend and participate in the discussion at a Board of Directors' meeting but shall not vote.

2. Chairman, Vice-Chairman, Secretary, and Treasurer;

a. Election:

At its July meeting in odd years, the Board of Directors shall elect one of its members to serve as a Chairman, a Vice-Chairman a Secretary, and a Treasurer. The Chairman shall conduct the meetings of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman. Each officer *elected* shall assume their office at the close of the July meeting and shall serve a term of two (2) years.

b. Nominating Committee:

At its April meeting in odd years, a majority of the Board of Directors shall appoint two or more Directors to serve as members of the Nominating Committee. The Nominating Committee shall determine a slate of directors it recommends for election as Chairman, Vice-Chairman, Secretary, Treasurer, two Municipal Administrators, one Fire District Representative, one police chief, and one fire chief to serve on the Executive Committee. The two remaining representatives to the Executive Committee shall be the Chairman and Vice-Chairman of the Chiefs Operations Committee. Additional nominations may be from the floor during this meeting.

c. Vacancies:

A Board of Directors office shall be deemed vacant if the occupant ceases to be an employee of a member and upon the death, resignation, or removal of the occupant. The Chairman of the Board of Directors shall appoint a successor to fill the vacant office until the next biennial election for that office. Any appointments made to fill a vacancy shall remain consistent with the organizational structure as defined in Article III: A.1. Membership: DU-COMM Board of Directors.

3. Officers:

The Chairman, Vice Chairman, Secretary, Treasurer of the Board of Directors shall hold the same offices on the Executive Committee.

a. Chairman:

The Chairman shall;

- I. Oversee all business and affairs of DU-COMM;
- II. Execute any documents as authorized by the Board of Directors or these Bylaws;
- III. Perform all duties incidental to the office of Chairman, and those that may be prescribed by the Board of Directors;
- IV. From time to time, to create such sub-committees as may be needed for the Executive Committee to perform its duties and to appoint two or more members of the Executive Committee to each such sub-committee; and
- V. Serve as liaison between the Board of Directors and Executive Committee.

b. Vice Chairman:

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

c. Secretary:

The Secretary shall;

- I. Oversee the recording, maintenance and custody of the records of DU-COMM and the minutes of all meetings of DU-COMM;
- II. See that all notices are duly given according to these Bylaws;

- III. Perform, or delegate to DU-COMM's staff employees, all duties incidental to those generally assigned to the office of Secretary and to perform those duties prescribed by the Board of Directors.

d. Treasurer:

The Treasurer shall;

- I. Oversee DU-COMM financial transactions, fiscal practices, and financial authorities;
- II. Have the authority to direct funds on all DU-COMM bank accounts;
- III. Oversee the DU-COMM budget process and recommend the final budget document to the Board of Directors for approval;
- IV. Perform, or delegate to DU-COMM's staff employees, all duties incidental to those generally assigned to the office of Treasurer and to perform those duties prescribed by the Board of Directors.

4. Meetings:

- a. The regular meetings of the Board of Directors shall be held quarterly on the third Tuesday of the month. The January meeting shall be the annual meeting at which the annual budget of DU-COMM is adopted. The election of officers for the Board of Directors will be held biennially in odd years. An agenda will be emailed, or mailed to each member of the Board of Directors at least forty-eight (48) hours before the meeting. The business of the meeting shall not be limited to the agenda.
- b. Special meetings of the Board of Directors may be called by the Chairman, the Board of Directors on its own motion or by the Executive Committee upon written request of a majority of its members. The date, time and location of special meetings shall be determined by the person(s) calling the meeting. Written notice of special meetings, including a specific agenda for the meeting, shall be emailed, or mailed to each member of the Board of Directors at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at the meeting.

5. Quorum:

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. If less than a majority of directors are present at a meeting a majority of the directors present may adjourn the meeting without further notice.

6. Voting:

- a. Each Director or designated alternate present shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

7. Powers:

The Board of Directors shall have all powers, express and implied, not inconsistent with or contrary to the laws of the Constitution of the State of Illinois, 1970, the Joint Public Safety Communications System Agreement or these Bylaws, that are necessary for it to carry out the purpose of DU-COMM as stated in Article I of these By-Laws. The Board of Directors may establish rules and procedures governing its conduct.

8. Duties:

The Board of Directors shall:

- a. Determine general policy of DU-COMM;
- b. Adopt the annual budget of DU-COMM;
- c. Appoint and remove the Executive Director;
- d. At its April meeting, review the annual evaluation and fix the salary of the Executive Director as conducted and recommended to it by the Executive Committee.
- e. Accept the annual audit of DU-COMM;
- f. Designate the officer(s) and agents authorized to sign checks, drafts or other orders of payment of money and noted or other evidences of indebtedness of DU-COMM and shall execute all documents required to evidence the authority of the officer(s) or agents;
- g. Designate the officer(s) and agents authorized to execute and deliver contracts or any other instrument in DU-COMM's name and on its behalf in the furtherance of its purpose. This authority may be general or limited to specific transactions or types of transactions and shall execute all documents required to evidence the authority to sign checks, drafts or other orders of payment of money, and notes or other evidences of indebtedness of DU-COMM and shall execute all documents required to evidence the authority of the officer(s) or agents;

- h. Contract for loans to DU-COMM; all loans in excess of \$50,000 must have the approval of the governing boards of at least two-thirds (2/3) of participating members;
- i. Review and approve the Investment Policy;
- j. Review DU-COMM's Bylaws; and
- k. Approve new members and expel existing members in accordance with established procedures.
- l. Approve any budgeted expense greater than 110% of the budgeted expense and approve any non-budgeted expense greater than \$20,000.

B. EXECUTIVE COMMITTEE

1. Purpose: The purpose of the Executive Committee is to allow for the expeditious conduct of DU-COMM's operations and to provide timely policy direction to the Executive Director.
2. Membership:
 - a. The DU-COMM Executive Committee shall consist of the Chairman, Vice Chairman, Secretary, Treasurer of the Board of Directors; two municipal administrators; two fire chiefs and two police chiefs which shall include the Chairman and Vice Chairman from the Chiefs Operations Committee.
3. Vacancies of Officers:
 - a. The Chairman and the Vice Chairman of the Board of Directors of DU-COMM will maintain their current offices while serving on the Executive Committee.
 - b. Vacancies: An Executive Committee office shall be deemed vacant if the occupant ceases to be an employee of a member and upon the death, resignation or removal of the occupant. The Chairman of the Board of Directors shall appoint a successor to fill the vacant office until the next biennial election for that office. Any appointments made to fill a vacancy shall remain consistent with the organizational structure as defined in section 2 (a.) Membership: DU-COMM Executive Committee.
 - c. Removal: The Board of Directors may remove an elected or appointed officer of the Executive Committee whenever, in the Board's judgment, the best interest of DU-COMM would be served by the removal.

4. Meetings:

- a. Regular meetings: Regular meetings shall be held monthly. The Secretary shall cause notice of all meetings, including an agenda, to be emailed or mailed to each member of the Executive Committee at least forty-eight (48) hours before the meeting.
- b. Special meetings may be held at the call of the Chairman, by the Executive Committee upon its own motion, or called by the Chairman upon the written request of a majority of the Executive Committee members. The date, time and place of special meetings shall be determined by the Chairman. The Secretary shall cause notice of special meetings, including an agenda, to be given to each member of the Executive Committee at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at a special meeting.

5. Quorum:

A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at a meeting of the Executive Committee. If less than a majority is present at a meeting, a majority of the Executive Committee members present may adjourn without further notice.

6. Voting:

- a. Each Executive Committee member attending shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

7. Duties:

The Executive Committee shall;

- a. Ensure that decisions concerning development, operation, cost sharing, expenditure approval, personnel and equipment utilization are consistent with the purpose of DU-COMM, the policies established by the Board of Directors and the limits fixed by the approved budget;
- b. Conduct the annual review of the Executive Director, and make a recommendation on any salary increase to the Board of Directors for consideration at the April meeting;
- c. Review the draft budget prepared by the Executive Director and submit recommendations to the Board of Directors;

- d. Approve any budgeted expenditure in excess of \$20,000, not to exceed 110% of budgeted amount, and approve any non-budgeted expense less than \$20,000.
- e. Approve any Emergency expenditure made by the Executive Director and shall report that expense to the Board of Directors no later than the next regular or special call meeting of the Board of Directors.
- f. Subject to the policies determined by the Board of Directors, contract with other units of local government and other governmental entities and agencies as authorized in the Illinois Intergovernmental Cooperation Act for their use of DU-COMM's facilities, equipment and services and to establish appropriate charges therefore. Except as specifically provided herein, no contract or other obligation of DU-COMM shall be binding unless approved by the Executive Committee;
- g. Conduct long term-planning on capital improvements, and multi-year expenditures;
- h. Review monthly the facility operations, financial reports, and the Executive Director's report;
- i. Review and recommend the disposal of surplus equipment as defined under the current policy of the Board of Directors and Illinois State Statute;
- j. Hire certified public accountants as auditors to perform an annual audit of DU-COMM's financial affairs and to review and recommend acceptance of the annual audit to the Board of Directors. The audit shall be done after each fiscal year in accordance with generally accepted accounting principles. Each participating member unit of local government shall be provided an electronic copy of the audit report;

C. Chiefs Operations Committee

1. Membership:

- a. The DU-COMM Chiefs Operations Committee shall consist of each Police Chief and Fire Chief whose unit of local government is a member of DU-COMM. Each Police Chief and Fire Chief may designate an alternate member of that police or fire department who may serve on the Chiefs Operations Committee in the absence of the Police Chief or Fire Chief.

2. Officers:

The Chiefs Operations Committee shall have the offices of Chairman, and Vice-Chairman.

a. Chairman:

The Chairman shall:

- i. Perform all duties incidental to the office of Chairman, and those that may be prescribed by the Board of Directors and/or the Executive Committee;
- ii. From time to time, to create such sub-committees as may be needed for the Chiefs Operations Committee to perform its duties and to appoint two or more members of the Chiefs Operations Committee to each such sub-committee; and
- iii. Serve as a member of the Executive Committee.

b. Vice Chairman:

- i. Serve as a member of the Executive Committee.
- ii. In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

3. Election of Officers:

- a. Election: At the June meeting of Chiefs Operations Committee, they shall elect a Chairman, and Vice-Chairman, each to serve a term of one (1) year. The Chairman and the Vice-Chairman cannot be from the same member and must represent a different branch of service. The terms of newly elected officers shall commence at the July meeting. The Vice-Chairman shall automatically move to the position of Chairman in the subsequent year.
- b. Vacancies: A Chiefs Operations Committee office shall be deemed vacant if the occupant ceases to be an employee of a member and upon the death, resignation or removal of the occupant. The Chiefs Operations Committee shall appoint a successor to fill the vacant office until the next annual election for that office.
- c. Removal: The Board of Directors may remove an elected or appointed officer of the Chiefs Operations Committee whenever, in the Board's judgment, the best interest of DU-COMM would be served by the removal.

4. The Chiefs Operations Committee shall designate a Chiefs Committee Police and Chiefs Committee Fire. These committees shall be comprised of the respective Police or Fire service members of the Chiefs Operations Committee. Each service may meet and take action on items that pertain to that individual service only, and not globally. Issues that pertain to DU-COMM as a whole shall be brought to the full Chiefs Operations Committee.

5. Meetings:

- a. Regular meetings: Regular meetings shall be held, at a minimum, quarterly. Notice of the regular meetings, including an agenda, shall be emailed or mailed to each member of the Chiefs Operations Committee at least forty-eight (48) hours before the meeting.
- b. Meetings of the Chiefs Committee Police or Chiefs Committee Fire shall be held, as needed, at the direction of the Chiefs Committee Chairman or Vice- Chairman.
- c. Special meetings may be held at the call of the Chairman, by the Chiefs Operations Committee upon its own motion, or called by the Chairman, upon the written request of a majority of the Chiefs Operations Committee members or their alternates. The date, time and place of special meetings shall be determined by the Chairman. The Chairman shall cause notice of special meetings, including an agenda, to be given to each member of the Chiefs Operations Committee at least forty-eight (48) hours before the meeting. Only those items appearing on the agenda may be considered at a special meeting.

6. Quorum:

- a. A majority of the members of the Chiefs Operations Committee shall constitute a quorum for the transaction of business at a meeting of the Chiefs Operations Committee. If less than a majority is present at a meeting, a majority of the Chiefs Operations Committee members present may adjourn without further notice.
- b. When a meeting is called of the Chiefs Committee Police or Chiefs Committee Fire, the majority of the respective number of Police or Fire agencies shall constitute a quorum.

7. Voting:

- a. Each Chiefs Operations Committee member attending shall be entitled to cast one vote.
- b. No proxy or absentee votes are allowed.

8. Duties:

The Chiefs Operations Committee shall;

- a. Review written directives of the Executive Director regarding standard operating procedures concerning police, fire and EMS dispatching, equipment utilization regarding the computer systems and the communications systems. Any concerns raised by Committee members that are not addressed by the Executive Director may be submitted to the Executive Committee for review.
- b. In concert with the Executive Director, provide oversight and direction regarding short- and long-range planning issues, future needs relative to computer systems and communications systems, statistical reporting documents, additional service needs and agency and inter-agency relationships.
- c. To form subcommittee(s) as needed from time to time to assist in the oversight and monitoring of operations and/or to deal with special issues or needs. Upon creation, a Chairman shall be named for a two year term. The membership of a project based subcommittee shall serve for the duration of the project. The membership of all other subcommittees shall be limited to serve a term of four years, or until a replacement is found.
- d. To assist DU-COMM from time to time in lobbying legislators (State and Federal) and/or State or Federal Agencies on issues affecting public safety, in particular emergency dispatching and communications systems and airwaves (Federal Communications Commission).

D. EXECUTIVE DIRECTOR

The Executive Director shall perform the duties authorized and/or delegated to the position by the Board of Directors including *the following*:

1. Oversee the day-to-day operations of DU-COMM including, but not limited to, the hiring, supervising, discipline and termination of employees.
2. Prepare the proposed annual budget for initial review by the Executive Committee and adoption by the Board of Directors.
3. Attend Board of Directors, Executive Committee, and Chiefs Operations Committee meetings. Provide advice and/or specific recommendations to the various Boards and Committees as may be requested or needed on matters of dispatch operations, administrative and technical (computer and communications systems) issues, and overall management of DU-COMM as a centralized dispatch center. The Executive Director shall not be considered a member of the Executive Committee or the Chiefs Operations Committee.

4. All other duties assigned by the Board of Directors and as stated in DU-COMM's Policy and Procedures.
5. Contract for any expenditure or revenue stream that is less than \$20,000 annually.
6. Approve any budgeted expenditure under \$20,000.
7. Make any emergency expenditure that must be made immediately to ensure the safe and effective operation of the center. If an emergency expenditure exceeds \$20,000 or is not budgeted, the Executive Director shall notify the Chairman of the Board of Directors and bring the expenditure to the next regular or special call meeting of either the Executive Committee or Board of Directors, whichever is first.
8. Select the banks and other financial institutions that may be used as depositories of DU-COMM's funds and securities in accordance with the Investment Policy approved by the Board of Directors.
9. Review and recommend contracts with other agencies for the use of DU-COMM facilities in conjunction with the Executive Committee and Chiefs Operations Committee.

ARTICLE IV - FISCAL YEAR AND BUDGET

A. Fiscal Year:

The fiscal year of DU-COMM shall begin May 1 and end on April 30.

B. Budget:

The annual operating cost is determined by the DU-COMM operating budget, less any operational revenue. The dollar balance is split between member departments.

1. The budget splits the operational shares between fire and police and each discipline then splits its costs further. The percentage split is roughly based on the number of Telecommunicators assigned to either primary Police or Fire/EMS functions, and may fluctuate annually. Preliminary (draft) budget shares, regardless if reviewed by DU-COMM's Executive Committee, will be released to member agencies no later than November 15th.
2. The Police Departments split shares by the percentage of full-time authorized and funded sworn officers as of November 1st of the proceeding budget year. Police agencies must provide documentation from the Chief Administrative Officer. Documentation shall include budget/minutes or signed affidavit. Any changes to the number of sworn officers after November 1st will not be reflected until the subsequent budget year.

3. Fire Departments/Districts split shares by the prior tax year's EAV (Equalized Assessed Value) for their jurisdiction. The EAV as reported by the applicable County tax department by November 1st of the preceding calendar year is used in the development of the draft budget. Example: the 2010 EAV is used for the FYE13 budget.
4. The Board of Directors shall adopt an annual budget at its annual meeting in January. Immediately after adoption, copies shall be emailed or mailed to the Fire District Presidents or Chief Administrative Officers of each member agency.

ARTICLE V - MEMBER CONTRIBUTION AND FEES

A. Police communication service recipients.

1. Existing members' annual fee:

Members shall share the authorized development costs, capital equipment, capital assets and, operating costs of DU-COMM's common systems. Each members share shall be equal to the ratio of the authorized (budgeted) police personnel in the member's unit of local government to the total authorized sworn (budgeted) police personnel in all members' unit of local government.

2. New member's first year annual fees:

If, at a date after budget approval, another unit of local government is admitted as a member of DU-COMM, the new member shall share the authorized development costs, capital equipment, capital assets and operating costs for all common systems. The amount to be contributed by the new member shall be in accord with the provisions of DU-COMM's policy then in effect. Any new capital or development costs to DU-COMM, caused by the admission of the new member to DU-COMM shall be the exclusive cost of and be paid by the new member.

B. Fire communication service recipients.

1. Existing members' annual fee:

Members shall share the authorized development costs, capital equipment, capital assets and operating costs of DU-COMM's common systems. Each member's share shall be equal to the ratio of the assessed valuation of the members unit of local government to the total assessed valuation of all members unit of local government.

2. New member's first year annual fees:

If, at a date after budget approval, another unit of local government is admitted as a member of DU-COMM, the new member shall share the authorized development costs, capital equipment, capital assets, and operating costs for all common systems. The amount to be contributed by the new member shall be the administration fee and reserve contribution fee determined by the policy currently in effect. Any new capital or development costs to DU-COMM, caused by the admission of the new member to DU-COMM shall be the exclusive cost of and be paid by the new member.

- C. Nothing in Section A or B of this Article shall prevent the DU-COMM Board of Directors from assessing a fee to each DU-COMM member based upon the actual cost of approved purchases of capital items and /or services associated with capital items apart from each member agency's previously approved share. The apportionment of the actual cost shall be based on the member's use of the capital purchase or service.
- D. Individual DU-COMM members may request DU-COMM to provide goods and services over and above the basic communication services. The cost of these goods and services shall be billed directly to the member agency apart from the agency's budgetary share. Goods shall be billed at the actual cost to DU-COMM while additional services will be billed at a price to be negotiated between DU-COMM and the member agency. DU-COMM may require a contract for services relative to the provision of these additional services.
- E. Each members' annual contribution shall be established by DU-COMM's budget according to the method started in DU-COMM's Policy and Procedures and may not be increased without specific approval of the corporate authorities of each participant. Written objections to such contribution filed with DU-COMM within thirty (30) days of receipt of the approved budget shall be deemed such members' notice of withdrawal in accordance with Article VII of these Bylaws.
- F. Periodic Payments:

Charges shall be paid quarterly by the first of the following months: May, August, November and February. Any member with past due invoice(s) beyond thirty (30) days shall be assessed a late fee of five percent (5%), not to exceed \$500 for each thirty (30) days payment is past due. The Board of Directors will be notified of invoices past due sixty (60) days or more.

Any payment made to DU-COMM may be applied to open invoices for goods, services, and contracts first, and then to dispatch services. Invoices for goods, services, or contracts will be issued as required.

- G. Each member shall take all action required to authorize the expenditure of funds of the unit of local government that are necessary to meet its obligations under these Bylaws

ARTICLE VI – ASSETS, LIABILITIES, AND INDEMNIFICATION

- A. DU-COMM may purchase, own and rent or lease, such real and personal property, including, land, buildings, equipment, furniture and fixtures, that are necessary or convenient for it to fulfill its purpose.
- B. All property, real and personal, acquired by DU-COMM shall be owned in common by the parties to the Joint Public Safety Communications Systems Agreement unless otherwise specified in a writing signed by all members.
- C. Unless otherwise provided by individual contracts, each member participant of DU-COMM shall be liable for the debts and liabilities of DU-COMM only for the authorized charges then owed by that member participant. Persons or companies contracting with DU-COMM cannot rely upon the assets of any member participant beyond the charges or single current annual contribution amount previously agreed to by that member participant under the then current budget.
- D. Each member indemnifies and holds harmless all other members for all losses, costs, expenses, liabilities, causes of action and actions, more than its proportionate liability, against it that may be imposed upon such other party.
- E. Each member of the Board of Directors, Executive Committee and Chiefs Operations Committee serves in that capacity as an agent for the member.
- F. DU-COMM has the power to purchase and maintain a policy of insurance, containing coverage commonly known as Errors and Omissions, on behalf of any person who is an employee or agent of DU-COMM, so long as such insurance is available and is economically feasible.

ARTICLE VII – WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Voluntary Withdrawal
 - 1. After the first year of membership in DU-COMM, any member may voluntarily withdraw from membership in DU-COMM by giving ninety (90) days written notice.
 - 2. All notices of withdrawal shall be made in writing to DU-COMM, c/o the Executive Director, 600 Wall Street, Glendale Heights, IL 60139-1900, or such other location where DU-COMM then maintains the office of its Executive Director.

3. After notice of withdrawal, the withdrawing member participant shall continue to be responsible for:

- a. Payment of its share of operational costs through the end of DU-COMM's current fiscal year on the effective date of its withdrawal;
- b. Payment of 100% of its pro-rata share of DU-COMM's contract liabilities and debt obligations existing on the date of withdrawal;
- c. Continuing compliance with any contractual obligations it has separately signed with DU-COMM; and
- d. The prompt return of all DU-COMM's assets and equipment in its possession.

B. Termination

1. Any member that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from DU-COMM and their membership may be terminated.

- a. Nonpayment of fees beyond ninety (90) days as set forth herein; or,
- b. The refusal or declination of any member to be bound by any of its obligations under these Bylaws;
- c. The refusal of a member to be bound by Policies, Procedures, Written Directives, or Standard Operating Procedures approved by the Chiefs Operations Committee, Executive Committee, or the Board of Directors.

2. The determination of termination will be made by the Executive Committee. The Executive Committee shall provide a ninety (90) day written notice to the terminated agency. The written notice shall require the member agency to respond in writing within seven (7) days that they are in receipt of the notice of termination.

3. The Board of Directors will convene a meeting within thirty (30) days of the termination notice and shall make a final determination of termination.

4. After notice of termination, the terminated member participant shall continue to be responsible for:

- a. Payment of its share of operational costs through the end of DU-COMM's current fiscal year on the effective date of its withdrawal;
- b. Payment of 100% of its pro-rata share of DU-COMM's contract liabilities and debt obligations existing on the date of withdrawal;
- c. Continuing compliance with any contractual obligations it has separately signed with DU-COMM; and

- d. The prompt return of all DU-COMM's assets and equipment in its possession.

C. Dissolution

1. If the withdrawal of a member participant reduces the number of remaining member participants to less than that required to keep DU-COMM operational or if two-thirds (2/3) of the member participants vote to dissolve DU-COMM, then the Joint Public Safety Communications Agreement shall terminate and DU-COMM as an entity shall be dissolved.
2. Upon dissolution, and after the payment of all debts, all assets or liabilities of DU-COMM shall be proportionately distributed among the members who had participated in DU-COMM for more than one (1) year before the mandatory dissolution.
3. The proportion a member receives is the ratio of its payments for the preceding five (5) years to the total payments made by the members at dissolution during the five (5) years preceding dissolution.

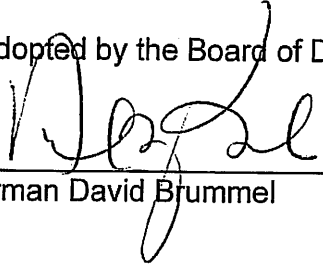
ARTICLE VIII - AMENDMENTS

These Bylaws may be amended at a meeting of the Board of Directors by a two-thirds (2/3) vote of all directors if the proposed amendment was submitted in writing to all directors at least thirty (30) days before the meeting at which the proposed amendment is considered.

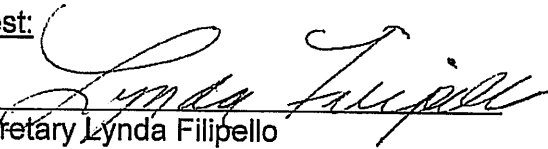
ARTICLE IX - MEETINGS

- A. Except to the extent that these Bylaws or any rules adopted by the Board of Directors impose a stricter requirement, all meetings of the Board of Directors, the Executive Committee and the Chiefs Operations Committee shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 et seq. All notices and agendas of public meetings shall be posted to DU-COMM's website.
 - B. Unless inconsistent with these Bylaws, Robert's Rules of Order shall govern the conduct of all meetings of the Board of Directors, Executive Committee and Chiefs Operations Committee.
 - C. DU-COMM shall maintain and distribute copies of all minutes of the Board of Directors, Executive Committee and Chiefs Operations Committee to each of the member agencies.
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As Adopted by the Board of Directors:


Chairman David Brummel

Attest:


Secretary Lynda Filipello

1-15-13
Date