

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
May 19, 2015**

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, May 19, 2015 at 7:33 p.m.

Present: President Tom Cauley, Trustees Christopher Elder, J. Kimberley Angelo, Luke Stifflear, and Bob Saigh

Absent: Trustees Gerald J. Hughes and Laura LaPlaca

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Assistant Director of Public Services Eric Oscarson, Director of Economic Development & Urban Design Tim Scott, 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

PROCLAMATION – VILLAGE PROSECUTOR

President Cauley read the proclamation for Village Prosecutor Linda Pieczynski. Ms. Pieczynski addressed the Board and thanked the Village and the staff she has worked with over the years for their professionalism and friendship.

APPROVAL OF MINUTES

Trustee Saigh suggested a change to the language of the minutes. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of May 5, 2015, as amended.** Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley announced that Tim Scott, Director of Economic Development & Urban Design, is leaving the Village to take a Community Development Director position in West Dundee. He mentioned Mr. Scott's accomplishments in the 10 years he has been working in Hinsdale. Mr. Scott thanked the Board.

APPOINTMENTS TO BOARDS OR COMMISSIONS

President Cauley asked the Board for a motion to approve the re-appointment of Mr. Craig Chapello to a 3-year term on the Economic Development Commission, the re-appointment of Mr. Larry Emmons to a 3-year term on the Firefighter's Pension Board and the re-appointments of Mr. Adam Waldo to Chair of and Mr. Ed Tobia to the Finance Commission for 3-year terms..

Trustee Elder moved **to approve the appointments as recommended by the Village President.** Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

FIRST READINGS

Administration & Community Affairs (Chair Hughes)

Approve an Ordinance Amending Title 13 (Telecommunications) Chapter 5 (Cable Communications) Section 53 (Consumer Protection and Customer Service Provisions) of the Village Code of Hinsdale Relative to Cable and Video Customer Service Obligations

President Cauley explained that this and the next item before the Board relate to cable service. This ordinance updates the Village code to mirror State law. The Board agreed to move this item to the Consent Agenda of their next meeting.

Approve a Resolution Approving a Cable Television Franchise Agreement by and between the Village of Hinsdale and Comcast of Illinois VI, LLC

Assistant Village Manager/Finance Director Darrell Langlois explained the Village has an existing franchise agreement with Comcast that expires in 2015. Since this was negotiated fifteen years ago, much of the local authority has been replaced by State and Federal rules and regulations. The revenue rate included in this agreement is 5%, telephone service is covered by a separate State agreement at 6%, and internet cannot be taxed.

The Board agreed to move this item to the Consent Agenda of their next meeting.

Environment & Public Services (Chair LaPlaca)

Approve Entering into a State-Local Hazard Mitigation Grant Program (HMGP) Assistance Agreement between the Illinois Emergency Management Agency and the Village of Hinsdale for the Graue Mill Flood Control Project

Village Engineer Dan Deeter said this is the final agreement relative to the Graue Mill project; this is the agreement that gets the money from FEMA and IEMA. President Cauley noted the agreement requires a number of quarterly reports and audits. Assistant Village Manager/Finance Director Darrell Langlois informed the Board that he is responsible the compliance paperwork.

The Board agreed to move this item forward for a Second Reading, with the final draft agreement.

Zoning & Public Safety (Chair Saigh)

Approve an Amended Lease Agreement with School District 181 for use of the Parking Lot located at 100 S. Garfield Street

President Cauley introduced the item and explained it addresses the fact that District 181 needs more space for a mobile classroom on the west side of the building. The Village currently uses this space for shopper and restaurant parking. A total of 17 parking spots would be removed, however, the school will relinquish some of their existing parking resulting in 18 spaces for Village use.

The Board agreed to move this item to the Consent Agenda of their next meeting.

Approval of an Ordinance Amending Section 9-4-2 of the Village Code of Hinsdale Relative to Property Maintenance

President Cauley said this item will limit the height of grass and weeds to eight inches. Director of Community Development Robb McGinnis explained that historically the code specified a height, the property maintenance code changed in 2008 to allow municipalities to insert a number of their choosing. It was an oversight that we did not include a number at that time. It was noted that Hinsdale does not have an ordinance regarding maintenance of parkways; Mr. McGinnis said residents voluntarily take ownership of this area.

The Board agreed to move this item to the Consent Agenda of their next meeting.

CONSENT AGENDA

Accounts Payable

Trustee Saigh moved **Approval and Payment of the Accounts Payable for the period of May 6, 2015 through May 19, 2015 in the aggregate amount of \$2,520,776.89 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, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

The following items were approved by omnibus vote:

Administration & Community Affairs (Chair Hughes)

- a) Approve an Amended Lease Agreement with School District 86 *(First Reading – May 5, 2015)*

Environment & Public Services (Chair LaPlaca)

- b) Award Bid #1584 for 2016, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre-wetting System to Rush Truck Centers in the amount not to exceed \$159,885 *(First Reading – May 5, 2015)*
- c) Award Bid #1582 for Tree Pruning to Trees R' Us in the amount not to exceed \$64,000 *(First Reading – May 5, 2015)*
- d) Approve a Resolution for the Woodlands Phase 2 Project Construction Contract Change Order Number 1 in the Amount of \$41,882 Deduction to John Neri Construction Company (R2015-12) *(First Reading – May 5, 2015)*
- e) Approve a Three-year Agreement with Allied Waste for the Collection and Disposal of Solid Waste, Landscape Waste and Recyclable Materials *(First Reading – May 5, 2015)*
- f) Approve Entering into a Multi-County Municipality Intergovernmental Agreement between the Village of Hinsdale and Metropolitan Water Reclamation District of Greater Chicago *(First Reading – May 5, 2015)*

Zoning & Public Safety (Chair Saigh)

- g) Appoint Tressler LLP as Village Prosecutor and to direct the Village Manager to enter into an agreement with Tressler LLP to provide legal services *(First Reading – May 5, 2015)*

Trustee Elder moved to **approve the Consent Agenda, as presented.** Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA

Zoning & Public Safety (Chair Saigh)

Ordinance Approving a Site Plan and Approving and Accepting a Plat of Subdivision to Re-subdivide the Properties Commonly Known as 950-954 S. Madison Street (O2015-17)

(First Reading – April 21, 2015, Board Consensus)

President Cauley introduced the item and stated this issue has been before the Board once before and the Plan Commission once. He noted there are no new issues on the Plan Commission recommended site plan, there will be no sidewalk, Chief Bloom will handle fencing site lines, the developer will work with existing trees and all agree to the price of the vacated alley.

President Cauley noted the high fees for failure to properly protect trees during construction. Village Clerk Bruton confirmed that previous minutes of the Village Board memorialize Board discussion that if the builder takes all necessary precautions to preserve the existing trees, additional fines would not be levied.

Trustee Saigh moved to approve an **Ordinance Approving a Site Plan and Approving and Accepting a Plat of Subdivision to Re-subdivide the Properties Commonly Known as 950-954 S. Madison Street.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

Ordinance Amending Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale Relative to Various Building Permit Fees (O2015-18)

(First Reading – May 5, 2015)

President Cauley introduced the item regarding fees for various permits and explained that staff had proposed an increase of fees as part of the budgeting process. These increases are anticipated in the budget; if we postpone implementing new fees, we

would not realize necessary revenues. He outlined the proposed increases, but most notable is the increase in the demolition fee from \$3,000 to \$7,150, which is more in line with surrounding and similar communities.

President Cauley asked for a motion to approve, but noted that this is an interim step; the Board can meet on this in the future at a Committee of the Whole.

Mr. Langlois stated the additional time will allow staff to better prepare, provide a benchmarking analysis and review of other fees.

Trustee Saigh suggested the demo fee might be considered on a sliding scale, if for example, a demolition required Village staff to be on site.

President Cauley cautioned the Board that if we wait to approve, we will forgo revenue during this busy construction season. Mr. Langlois added that such items as ambulance fees and vehicle stickers will require survey data, so good information can be provided to the Board. Village Manager Gargano pointed out that more than one meeting may be required to thoroughly vet these issues.

Trustee Elder moved to **approve an Ordinance Amending Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale Relative to Various Building Permit Fees.** Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

DISCUSSION ITEMS

Oak Street Bridge Update – Engineering

Village Engineer Dan Deeter reported that the bridge was closed today and detour plans are in effect. ComEd is about 10 days behind burying the lines, but this will not affect the contractor's schedule. Utility work will continue; Nicor will work on Chicago Avenue after Memorial Day. ComEd will remove overhead lines south of the bridge beginning on June 8th. The bridge will be removed in one piece; a structural engineer will address this first, and BNSF will need to approve the plan. He anticipated the actual removal of the bridge is at least 30 days out; the Board will be apprised of the date when it is confirmed.

Capital Improvement Plan (CIP) Items – Public Services

President Cauley suggested the Board review those Public Services items they may have issues with rather than review all proposed items, as Public Services items are less discretionary than those of some other departments.

Water Department: President Cauley noted this department does not cover its own costs, and the CIP includes expenses of \$200,000 in the next couple of years relating to the wells, which are the backup water source for residents. He commented this may be money well spent, but there are alternatives we can look to, for example interconnecting

water systems with other Villages that get water from a different source. Communities that could be considered, for example, would be Burr Ridge, Western Springs or Oak Brook. Director of Public Services George Peluso said the professional services of an engineering firm would be required to make sure the Village is safe, but agreed there are opportunities here. However, he recommends the rehab of Well #2, so Hinsdale is covered and in the meantime investigate other opportunities. He would like to move forward with this item independently of anything that may happen in Springfield with the Local Government Distributive fund (LGDF) in July.

Washington Street Safety Bollards: Police Chief Brad Bloom confirmed there have been ten traffic incidents on the west side of the 100 block of Washington. President Cauley commented that \$60,000 sounds like a lot of money to allocate to bollards. Director of Economic Development & Urban Design Tim Scott explained the expense is due to the requirement of a specific level of performance and meeting the standard developed for these incidences; other solutions could be less costly but would only provide the illusion of safety. He further explained the costs come from what you don't see; the removal of a lot of existing concrete, deep excavation, extensive foundation work and the appropriate bollards. Chief Bloom said we are fortunate no one has been injured, and this is a way to prevent a tragedy. He confirmed that this type of incident and the frequency occurs nowhere else in the CBD and he knows of nothing else that provides the same measure of safety as the proposed solution. Trustee Saigh suggested the curb be raised and reconstructed with reinforced concrete. Mr. Deeter explained that would result in a challenge tied to the sidewalks and the entrance to buildings because of ADA standards and the creation of trip hazards. President Cauley stated he is persuaded that this is something that should be taken care of in light of the fact that there could have been a fatality. Mr. Scott noted that \$60,000 is a preliminary number, and could actually be less. He also stated that the sidewalk may be pinched down during construction, which could have a short term effect on businesses. Trustee Stifflear expressed concern that businesses might need to be closed during construction; Chief Bloom said we would do our best to mitigate this.

Brush Hill: Village Manager Gargano explained there are anticipated maintenance expenses, but we have an agreement with our new tenant in the space, Casa Margarita. They might contract for the repairs and the Village could make concessions on rent.

Roof Study: Mr. Peluso explained there are over 35 roofs on Village facilities, and some are in various stages of disrepair. He stated this is a good time for a consultant to conduct a comprehensive study, provide information about prolonging the life of the roofs, prioritize repairs and provide cost estimates.

NEW BUSINESS

President Cauley noted that Fuller House and Casa Margarita are expected to open in the near future. The Village code specifies the number of allowable businesses for each designated class. In order to accommodate these businesses, an ordinance will need to be adopted to increase the number of Class B Full Service restaurants from 8 to 10. Due to the time frame of the opening of Fuller House, this item will appear for a second reading at the next meeting of the Board.

Discussion followed regarding Fuller House. President Cauley noted that the property has changed hands and that a request for extended liquor service hours would need to

be requested by the new owner. It was noted that the Board had mixed feelings on the request when it first came forward.

DEPARTMENT AND STAFF REPORTS

Police Department, Fire Department, Public Services and Engineering reports were provided to the Board. There were no further comments on the staff reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

OTHER BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh complimented Mr. Deeter and Mr. Peluso and their staffs for their work on the Lincoln Street project. This was a large undertaking, the paving is completed and it looks great.

President Cauley noted the Memorial Day parade which starts at 10:00 a.m. followed by a ceremony on the lawn in front of the Memorial Building.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn into closed session. Trustee Stifflear **moved to adjourn the meeting of the Hinsdale Village Board of Trustees of May 19, 2015 into closed session under 5 ILCS 120/2(c)(11) Litigation, filed or pending before a court or administrative tribunal or when an action is probable or imminent, and not to reconvene.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Stifflear and Saigh

NAYS: None

ABSTAIN: None

ABSENT: Trustees Hughes and LaPlaca

Motion carried.

Meeting adjourned at 8:28 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE
COMMITTEE OF THE WHOLE
May 11, 2015**

1. CALL TO ORDER – Acting Chair/Trustee Elder

The regularly scheduled Committee of the Whole meeting of the Hinsdale Village Board of Trustees was called to order by Chair/Trustee Christopher Elder in Memorial Hall of the Memorial Building on Monday, May 11, 2015 at 7:07 p.m.

Present: Trustees J. Kimberley Angelo, Luke Stifflear, Gerald J. Hughes, Laura LaPlaca, Bob Saigh and Acting Chair/Trustee Christopher Elder

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Police Chief Bloom, Assistant Village Manager/Finance Director Darrell Langlois, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

2. DISCUSSION ITEM

Adventist Hospital Recapture Agreement

Acting Chair/Trustee Elder introduced the item and noted this was originally a discussion item at the April 7th Board meeting. The proposal has been modified slightly since then and he asked the hospital to begin the discussion.

Mr. John George, attorney for Adventist Hospital, addressed the Board. In 2013, Adventist Hospital approached the Village to build a cancer center. They did not ask for zoning relief, only exterior appearance and site plan approval, which they received. They hired a firm to conduct a traffic study and met with Village engineers; the Village recommended they meet with IDOT, because Ogden Avenue is under the control of the Illinois Department of Transportation. They met with IDOT to discuss improvements and the relocation of Spinning Wheel Road. IDOT requested intersection improvements at Ogden Avenue and Salt Creek Road totaling over \$500,000. When the Village approved the project it was not conditioned on traffic improvements, but included the traffic specifications required by IDOT. He explained that Hinsdale is the applicant for improvements at these intersections, not the hospital.

Mr. George does not believe the hospital should be the only entity bearing the burden of the cost for these improvements. The Village, as a whole, and other properties in this area reap the benefits of these improvements. He also believes that other owners in the area would have had to comply with these IDOT requests, too, had they come forward first; this is an indication that all should share in the cost.

Hinsdale is a non-home rule community, so it can follow the recapture agreement promulgated by the State of Illinois. He described the statute, which is enacted by municipalities in Illinois to defray the cost to private owners.

Eriksson Engineering did the traffic study for the hospital. The Village was intimately involved in the discussions and decisions regarding the intersection improvements. IDOT would not agree to a left turn signal only on the north side of Ogden, which would have accommodated the increase in traffic created by the cancer center development. They insisted on full area

improvements which will improve traffic in the area, but has nothing to do with the hospital use. The hospital is being asked to be responsible for area improvements that others will enjoy. The statute allows the corporate authority, the Village of Hinsdale, to decide which other properties should participate in the recapture agreement.

The Village is not being asked for any money, but they are asking the Village to facilitate the collection of funds from other property owners seeking improvements. These owners will be required to pay dollars into a recapture fund, according to the proposed formula, at the time of their permitting, which will go back to the hospital to defray their cost. He has reached out to the other property owners to inform them of tonight's meeting, and noted they are not supportive of the recapture proposal.

Mr. Tom Williams, Vice-President with Adventist Hinsdale Hospital, explained the original proposal cast a wide net along the Ogden corridor. Businesses would only pay into the fund for new construction or an addition that would add square feet. Because this is unlikely, they have limited the scope of the recapture to the three parcels at the intersection being improved. He described the formula to be used to calculate the contribution of all participating properties, but noted the hospital will always be a substantial contributor.

Mr. Glenn Eriksson, partner in Eriksson Engineering Associates, addressed the Board stating he has worked with the hospital for three years as a civil engineer and traffic engineer. As part of this project, he noted that offsite roadway improvements and the closing and relocation of Spinning Wheel Road are not a part of this recapture agreement. It does include a new traffic system at Ogden and Salt Creek. IDOT requested that northbound Oak Street be widened to three lanes, with a dedicated left turn lane so that a signal cycle can be introduced for improved overall traffic flow. At a meeting with IDOT in the spring of 2013, IDOT brought up the now defunct Hinsdale Club project, and indicated these improvements would have been made then. One of the benefits of the cancer center project is the relocation of Spinning Wheel Road, as it remedies a difficult, hazardous situation. Currently, on the GM property, there are four un-signalized driveways. They will be able to use the new northbound left turn lane making it substantially easier and safer to make a left turn onto westbound Ogden Avenue.

Discussion followed regarding the 'trigger' for IDOT's insistence on the widening of Oak Street and a left turn lane and IDOT's comments regarding Hinsdale Club. Mr. George said letters from IDOT indicated that without these improvements permits would not be issued. These Oak Street improvements would have been required irrespective of the closing Spinning Wheel because of utility right-of-way. Mr. Williams said IDOT wanted Spinning Wheel closed. The hospital had hoped that their offer to close Spinning Wheel would give them leverage not to do as much roadway improvement as is being required.

Village Engineer Dan Deeter commented that utility work does not create the need for this kind of wholesale change. By closing Spinning Wheel, the traffic patterns are changed and IDOT would want a traffic study and would want full changes to the intersection. Mr. Williams believes the Village and IDOT wanted Spinning Wheel closed for safety reasons. Mr. Deeter stated he does not believe IDOT would incrementally want to improve this intersection.

Mr. Williams said this is a version of the recapture agreement for the purposes of vetting, but the hospital is open to input on how to improve the agreement. Discussion followed regarding whether or not the hospital was blindsided by this request; Mr. Eriksson said they expected between \$200,000-\$300,000, but they were surprised to have the Oak Street component included. Mr. George stated that further discussions with IDOT are closed on this matter.

Mr. Ralph Mueller, 1202 Hawthorne Lane, addressed the Board stating he is a 32-year Graue Mill resident and a board member of the Hinsdale Hospital Foundation. He addressed the issue of fairness, which he believes is the heart of the issue. The cancer center caused the change, but there are empty lots in the area. Should they get a free ride on the back of the hospital? He believes new people coming in should bear their fair share.

Mr. Peter Coules, attorney for Salt Creek LLC, pointed out his client's building is already up and they have already been in for permits. In his opinion, no one north of Ogden Avenue would have to go to IDOT for any development. He agrees with Mr. Deeter that if the Spinning Wheel and Salt Creek Roads had not been redirected, IDOT would not be involved. He also commented that 8 Salt Creek is named in the recapture agreement only because it is an undeveloped parcel.

Mr. Richard Cicerone, 733 S. Bodin Street, a Member of the Hospital Foundation stated that the hospital and the cancer center are an asset and a benefit to the community. He wants to use foundation dollars for the facilities not for traffic improvements. He also agrees that the benefit of the roadway improvements extends beyond the narrow recapture area proposed. Acting Chair/Trustee Elder commented that it doesn't seem right to put this expense on private business owners, either.

In closing, Mr. George thanked the Board for their consideration and the opportunity for this discussion and stated that he believes the mechanism for fairness in this matter is the recapture agreement.

Trustee Hughes commented that he is sympathetic to the hospital, and acknowledged they are a great community partner. He doesn't think it is absurd to consider the request; the recapture mechanism is reasonable and thoughtful. However, there is benefit and there is choice in this matter. He questions the assertion that there is broad general benefit to the community. The hospital chose to proceed with this development, and costs are unfortunately higher than anticipated. Is there an economic windfall to other properties in the area? He does not conclude this is unfair to the hospital; this is a hard business decision. Unfair to neighboring property developers to impose additional costs, not necessarily, there may be some economic benefit to them. There is no current benefit, but a future benefit. Would a future project really have triggered the IDOT demands? Not clear there is net increase in value to the neighboring properties. The Village would have to administer this program and some could challenge the Village authority in this matter. He does not think the Village of Hinsdale should be in the position of making up for a situation created by IDOT.

Trustee LaPlaca said her main issue is quantifying which properties should be named as part of the recapture agreement. The quantification is arbitrary; why are just undeveloped properties included and, further, these three specified are private businesses. The benefit now is to the hospital; the triggering event was Salt Creek closing and that was a business choice of the hospital. She is also concerned about the legal vulnerability of the Village if we participate in the agreement. She also reiterated the distinction between recapture agreements for a sewer hook-up and this project. She has trouble supporting this proposal.

Trustee Saigh agrees with the previous remarks and has always felt the Village was being put in the middle of this problem. He referenced a letter from the Filippini Law Firm, representing Foxford, wherein they state a non-home rule community cannot have a recapture agreement. There is doubt as to whether we can enter into this agreement as a non-home rule community. He acknowledged that \$640,000 is a major cost to the hospital, but there is benefit to the

hospital to complete their project. For him, the fairness aspect is a stretch. He is also concerned about precedent; might the Village receive multiple requests for recapture from other persons who believe there might be some general benefit.

Village Attorney Michael Marrs addressed the legal authority in this matter and stated, in their opinion, this would be allowable. Traffic improvements are specifically cited in the recapture statute. There is nothing to prohibit the hospital trying to convince the Board to participate. He stated they received a copy of the objecting legal opinion, but they saw nothing that would change their opinion, and feels the other firm takes a very narrow interpretation of the statute.

Trustee Angelo remarked that the site of the cancer center used to be a heliport, and there may have been people adjacent to the heliport that didn't like it. When the hospital made the request to move the heliport, one of the reasons was the amount of time it took to move a victim from the old heliport to the hospital because of the traffic control problems on Oak Street. They knew the traffic problems existed many years ago. He said good points were made by everyone and he has no problem with the concept of recapture, but does not feel it applies here; things are coming back to equilibrium.

Trustee Stifflear commented that the perpetrator is IDOT, and the Board should not lay this problem at the feet of others. Acting Chair/Trustee Elder concurred.

Trustee Saigh moved **to refer the proposed recapture agreement to the Village Board for approval.** Trustee Stifflear seconded the motion. Voice vote taken, the Board voted unanimously to not approve, motion denied. The proposed agreement will not be forwarded to the Board.

3. **ADJOURNMENT**

There being no further business before the Committee, Trustee Hughes moved to **adjourn the Committee of the Whole meeting of the Hinsdale Village Board of Trustees on May 11, 2015.** Trustee Saigh seconded the motion. Voice vote, all in favor, motion carried.

Meeting adjourned at 8:32 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

DATE May 5, 2015

AGENDA SECTION	Village Board of Trustees	ORIGINATING DEPARTMENT	Administration
ITEM	Appointments to Boards and Commissions	APPROVED	Christine Bruton Village Clerk

On April 30th each year various terms on Village Boards and Commissions expire. To date, the following individuals have agreed to serve as follows:

Zoning Board of Appeals

- Mr. Keith Giltner reappointed to a 5-year term through April 30, 2020
- Mr. Gary Moberly reappointed to a 5-year term through April 30, 2020

Motion: To approve the list of appointments to the Boards and Commissions as recommended by the Village President.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
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COMMITTEE ACTION:

BOARD ACTION:

DATE: June 2, 2015

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER First Reading – ACA		DEPARTMENT Administration		
ITEM Approval of a Lease for Office Space at Katherine Legge Park Between the Hinsdale Humane Society and the Village of Hinsdale		APPROVED Darrell Langlois Assistant Village Manager		
<p>Effective July 1, 2013, the Village and the Hinsdale Humane Society entered into a one-year lease for the building in KLM Park that formerly housed the School District #181 administrative offices. Prior to this lease, the building had been vacant for a number of years. The lease provides for monthly rent of \$1,227 (\$14,724 annually), with the Village absorbing the cost of most utilities (estimated at \$6,000 per year). The lease was renewed for a second one-year term last year and is set to expire on June 30, 2015.</p> <p>Lori Halligan, Executive Director of the Hinsdale Humane Society, has indicated that they are interested in remaining in the building for several more years. To accomplish this, the Village Attorney has drafted the attached lease. Although essentially the same terms as the prior lease, the new lease:</p> <ul style="list-style-type: none"> • Provides for a rental term of three years with either party having the option to terminate the lease with 90 days written notice. This will avoid having to enter into a new lease each year but will allow both sides the flexibility to terminate the lease if circumstances change. • Adjusts the initial rent amount to \$1,237, consistent with the 0.8% annual change in the December 2014 CPI-U. On the next two anniversary dates, the rent amount will be adjusted for changes in the CPI as well. <p>Lori Halligan from the Hinsdale Humane Society will be in attendance at the June 2 Village Board meeting should there be any questions.</p> <p>MOTION: Approval of a Lease for Office Space at Katherine Legge Park Between the Hinsdale Humane Society and the Village of Hinsdale</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

LEASE OF OFFICE SPACE AT KATHERINE LEGGE PARK BETWEEN THE HINSDALE HUMANE SOCIETY AND THE VILLAGE OF HINSDALE, ILLINOIS

<u>DATE OF LEASE</u>		<u>TERM OF LEASE</u>	<u>See Below</u>
<u>BEGINNING</u>	<u>ENDING</u>	<u>RENT</u>	
JULY 1, 2015	JUNE 30, 2018, at 11:59 p.m.	\$1,237/month	
LOCATION OF PREMISES: The Premises consists of the first floor of a two-story building located in Katherine Legge Park, commonly known as 5905 S. County Line Road, Hinsdale, Illinois 60521 (the "Premises"), and legally described in EXHIBIT "1" attached hereto and made a part hereof.			
PURPOSES: Office Space for not-for-profit corporation - Hinsdale Humane Society			

LESSEE

Name: Hinsdale Humane Society,
an Illinois not-for-profit corporation

Address: 22 N. Elm St.
Hinsdale, IL 60521

Contact: Ms. Lori Turner Halligan
Executive Director

LESSOR

Name: Village of Hinsdale, Illinois,
an Illinois municipal corporation

Address: 19 E. Chicago Avenue
Hinsdale, IL 60521

Contact: Ms. Kathleen Gargano
Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee leases from Lessor solely for the above "Purposes" designated above the Premises designated above, together with the appurtenances thereto, for the above Term.

1. TERM, EXTENSION TERMS, TERMINATION: The Term of this Lease is for three (3) years between the dates as specified above. The Parties may decide to extend the Term of this Lease (on the same or different terms) or enter into a new lease (on the same or different terms) with the Lessee at the expiration or termination of this Lease, if mutually agreed to by the parties. Either Party has the right to terminate this Lease at any time, upon ninety (90) days written notice to the other Party, regardless of whether the other Party is in default. Lessor shall not be liable to Lessee for any damages or costs associated with the Lessee's winding up of its businesses or relocation from the Premises. The Term of the Lease ends on the date and time listed on Page One above and Lessee shall deliver possession of the Premises at said time or on such earlier date if the Lease is terminated.

2. RENT: Lessee shall pay Lessor or Lessor's agent as rent for the use and occupancy of the Premises, fixed rent during the term the Term of this Lease, without notice or demand, and without deduction or set-off of any kind, as follows:

A. Rent During Term:

Commencement Date through the end of Year 1 of the Lease: \$1,237.00/month.
Year 2 of the Lease: \$1,237.00/month, plus an adjustment for inflation based on Dec. 2015 CPI-U.
Year 3 of the Lease: Monthly rent from Year 2, plus an adjustment for inflation based on Dec. 2016 CPI-U.

B. Payment: All Rent payments shall be payable to the "Village of Hinsdale," and shall be delivered to the Village Manager at Lessor's address stated above or such other address as Lessor may designate in

writing. Lessee agrees to pay Rent in advance to Lessor on or before the first day of each and every month. The amount of the first month's Rent shall be paid upon the execution of this Lease.

C. **Security Deposit:** Lessor currently has on deposit with it, based on a previous Lease between the Parties of this same Property, a deposit from Lessee in the sum of **One Thousand Dollars (\$1,000.00)**. That amount shall continue to be held as a Security Deposit to secure the performance of each and every covenant of this Lease. On termination of this Lease and full payment of all amounts due and performance of all of Lessee's covenants and agreements, the Security Deposit shall be returned to Lessee. The Lessor shall be entitled to retain any interest earned on the Security Deposit and is not obligated to pay such accrued interest to the Lessee. The Lessee agrees that no portion of the Security Deposit shall be used by Lessee to pay any portion of the Rent.

D. **Interest On Late Payments:** Each and every installment of Rent and additional amounts herein specified which shall not be paid **WITHIN 10 DAYS OF ITS DUE DATE** shall bear interest at the rate of eighteen percent per (18%) annum from the date when the same is payable under the terms of this Lease until the same shall be paid. Failure to make two consecutive Rent payments shall be considered a default under the terms of this Lease.

2. **PAYMENT OF REAL ESTATE TAXES:** The premises are currently exempt from real estate property taxes. As the Premises shall continue to be used for public purposes, and Hinsdale Humane Society is a not-for-profit organization, the leasehold interest created in the Premises hereby should not be taxable. Should real estate property taxes be imposed on the leasehold interest however, Lessee shall be responsible for the payment of such real estate property taxes for the duration of this Lease. Failure by Lessee to pay said taxes when due, if imposed, shall be considered a default and shall be grounds for termination of this Lease.

3. **PAYMENT OF ALL OTHER TAXES:** Lessee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes, if any, coming due during or after the term of this Lease against Lessee's leasehold interest in this Lease or against personal property of any kind owned or placed in, upon or about the Premises by Lessee.

4. **WATER, GAS AND ELECTRIC, AND WASTE REMOVAL CHARGES:** Lessor shall be responsible for payment of all utility, water, sewer, gas, waste removal and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this Lease is granted, from the rent proceeds. The amount of rent specified in Section 2 above is inclusive of these utility charges.

5. **INSURANCE; PAYMENT OF PREMIUMS:** In addition to the Rent above specified, Lessee shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease. Lessee agrees to maintain, during the life of this Lease, at its expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

A. **Comprehensive General Liability** - insuring Lessee against liability for personal injury, death or damage to property arising out of the use of the Premises by Lessee. Required policy limits are not less than two million dollars (\$1,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence in the event of bodily injury or death to one or more persons, and in an amount of not less than one million dollars (\$1,000,000) for property damage.

B. **Workers' Compensation and Employers' Liability** - Workers' Compensation coverage with statutory limit and Employers' Liability limits of \$500,000 per accident.

Prior to the effective date of this Lease, and annually thereafter and at any such time a new policy is issued, Lessee shall provide insurance certificate(s) to the Village Manager that show "the Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents," as additional primary insureds under all insurance coverages required by this Lease. The insurance coverages required by this Lease shall be primary to any coverage maintained by Lessor and the insurance certificates shall contain an express provision that coverage cannot be cancelled without prior written notice delivered to the Village Manager at least thirty (30) days prior to the date of

cancellation. Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Lessee's manner of use of the Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the purposes and any structure thereon written by Lessee. Lessee shall comply with each of the terms and conditions relative to insurance coverage for the Premises. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered a breach and cause for immediate cessation of activities by Lessee at the Property.

Lessee shall carry fire and extended coverage insurance insuring its interest in Lessee's improvements on the Premises and its interest in its furniture, inventory, equipment and supplies, and Lessee shall waive any rights of action against Lessor for loss or damage covered by such insurance, and the policy shall permit such waiver.

Lessor shall, at its own cost and expense, at all times throughout the Term, carry all-risk property insurance for or self-insure the Premises in an amount at or above the cost to rebuild the Premises in case of damage or destruction.

Lessee expressly acknowledges that Lessee is leasing the Premises at Lessee's own risk. In no event shall Lessor have any financial responsibility to Lessee as a result of any loss or damage occurring on the Premises. Lessee shall waive any rights of action against Lessor for loss or damage covered by the insurance required hereunder, and the policy shall permit such waiver. Such policy shall be provided by an insurance company duly authorized to do business in Illinois and acceptable to Lessor.

In the event of fire or insured casualty, the Lease and all obligations of Lessee thereunder shall remain in full force and effect, and Lessee shall rebuild or restore the Premises to its condition immediately preceding the date of casualty. The obligation of Lessee to restore or rebuild the principal building or any structure on the Premises following a fire or casualty is conditioned upon receipt of the insurance proceeds covering the loss. Lessee shall be obligated to pay for any repairs or restoration of property damage not covered due to any deductible unless caused by the omission or fault of the Lessor or its employees. If Lessee has permitted lapse or caused the invalidation of such insurance policy, Lessee shall be obligated to rebuild and restore the improvements on the Premises at its own expense. During the period of restoration, Lessee shall pay the Rent due under the Lease to Lessor.

There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials, except such liquids or materials as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable federal, state, county or local regulations and laws and the regulations of the Board of Underwriters now or hereafter in force.

6. CONDITION AND UPKEEP OF PREMISES: Lessee, having leased the Premises previously, is familiar with and knows the condition of the Premises, has received the Premises in good order and repair, and acknowledges that no representations as to the condition and repair have been made by Lessor, or its agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS IS, WHERE IS" condition. Lessee, at its own expense, will maintain the Premises, its improvements and any existing appurtenances in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent governmental and village authorities, and keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Lessee, at its cost, will replace all broken glass with glass of the same size and quality as that broken. Lessor, at Lessor's cost, will keep the exterior portions of the Premises, including all sidewalks, driveways, parking lots, landscaping, grass and infrastructure improvements that serve the Premises in good working order and in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease, and will remove the snow and ice from the sidewalks and driveways located at the Premises. Major maintenance and repairs (defined as maintenance or repairs with costs in excess of \$1,000) of the leased Premises, not due to Lessee's misuse, waste or neglect or that of Lessee's employees, agents or visitors, shall be the responsibilities of the Lessor. Lessor will replace all plumbing fixtures, electrical systems, heating systems and/or air conditioning systems needing major repair with others of equal quality. However, in the event of a major failure of any building system (e.g., heat, A/C, electric, water) that cannot be replaced for less than \$10,000, the Lease may, in the sole discretion of the Village, terminate. In the event of such termination, Lessee shall turn over the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefore at the place of payment of said Rent. Lessee is liable for all damage of any kind, death, illness or injury sustained by any person which arises from or is caused by Lessee's business operations or caused by any equipment used by Lessee or its employees,

invitees or agents, any buildings used by Lessee or its employees, invitees or agents, any vehicles used by Lessee or its employees, invitees or agents or Lessee's agents, invitees or employees.

Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal or other approved containers and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Premises. Waste containers are to be stored within the building or away from public view at a location on the Premises, as approved by the Village Manager. The waste containers shall be maintained in an orderly and sightly manner. Lessor agrees to pay the cost for waste refuse removal per Section 4 above and to maintain a schedule of pick-ups at least bi-monthly.

7. LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT: Lessee will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than any Village-approved signage for the Premises), or placed thereon, nor permit any alteration of or addition to any part of the Premises, except as approved by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

Lessee represents that the permitted use of the Premises as described in this Lease shall not cause an increase in the rate of Lessor's insurance, so long as Lessee complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect. Lessor agrees that if Lessee's future use or occupancy of the Premises results in an increase in Lessor's insurance premiums, that Lessor will so notify Lessee, and Lessee shall have the option of either 1) discontinuing the use which results in the increased premium, or 2) paying the total increase of Lessor's insurance premium to the extent that such increase was caused by Lessee's use or occupancy of the Premises.

Lessee shall have no right to assign, sublet or transfer this Lease or any interest herein. Lessee will not allow the Premises to be occupied in whole, or in part, by any other person, without the Lessor's prior written consent, which consent may be withheld in the sole discretion of the Lessor. Any assignment, subletting, or transfer of this Lease, or occupancy, without Lessor's prior written consent, shall, at Lessor's option, be deemed to be void and of no force or effect. Notwithstanding any assignment, sublet, transfer or occupancy, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease.

8. INDEMNIFICATION: Lessee shall at all times protect, indemnify and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, and indemnify them against and from any and all causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the existence of this Lease, the failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, any violation of any laws or ordinances relating to or arising out of the operation of Lessee, or out of or in connection with any actions of Lessee or its employees, invitees or agents on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises.

Lessee shall at all times protect, indemnify and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents, against and from any and all causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or from any actions or omissions or any accident or other occurrence on or within the Premises, or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death to any person or damage to property, except if caused by the omission or fault of the Lessor or its employees.

Lessee waives and releases all claims and causes of action it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, for losses or damages of any kind sustained by Lessee relating to or arising out of any accident or other occurrence on or within the Premises, or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death or occurring resulting directly or indirectly from any act, actions or omissions of Lessee or its employees, invitees and agents, or the operation of its businesses on the Premises, except if caused by the omission or fault of the Lessor or its employees.

9. NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES: The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease or its leasehold interest as security or collateral for any financing of any kind nor shall the Premises, Lease or leasehold interest be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

10. UCC LIENS and MECHANIC'S LIENS: Lessee shall promptly pay all creditors, equipment providers, contractors, mechanics and materialmen, and shall not permit or suffer any lien to be filed against or attach to the Premises or any part thereof. If any mechanic's, materialman's or other similar lien shall at any time be filed against or attach to the Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Lessee, Lessee shall, at its sole cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court, or otherwise. In the event Lessee fails to discharge or insure over such lien within thirty (30) days of written notice by Lessor, Lessor shall have the further right, without notice to Lessee, to cause the removal of any lien (but Lessor shall have no obligation to do so) and to collect upon demand from Lessee all of Lessor's costs and expenses, including, without limitation, attorneys' fees and expense, for removing same.

11. NON-LIABILITY OF LESSOR: Lessor shall not be liable for any damages of any kind occasioned by its failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Lessor or its employees.

12. ACCESS TO PREMISES: Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.

13. QUIET ENJOYMENT: So long as Lessee is in possession of the Premises, and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.

14. ACTIVITIES: The Lessee shall use the Premises only for the purposes stated herein. Lessee shall not use or convert the Premises, or any portion thereof, for any other use.

15. CONTRACTS AND SERVICE AGREEMENTS: The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises to be binding on the Lessor in the event that this Lease is terminated or at the time of its expiration.

16. ABANDONMENT AND RELETTING: If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the Rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this Lease.

17. HOLDING OVER; REMOVAL OF PERSONAL PROPERTY: Lessee shall, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of **\$250.00 PER DAY FOR THE PERIOD OF TIME OF**

HOLDOVER to be first deducted from the Security Deposit and then any outstanding balance shall be payable from Lessee. If such costs exceed the Security Deposit, the Lessor shall have a right of action against Lessee for the balance of such costs; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry; nor shall the receipt of said Rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein. **The Lessee, at its cost, shall remove all vehicles, equipment, garbage, debris and other personal property from the Premises at the time this Lease expires or terminates.** Failure of Lessee to remove such property shall be a breach of this Lease and Lessor shall have the right to deduct all removal and disposal costs from the Security Deposit and if such costs exceed the Security Deposit then the Lessor shall have a right of action against Lessee for the balance of such costs.

18. NO RENT DEDUCTION OR SET OFF: Lessee's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from Rent nor set off against any claim for Rent in any action.

19. RENT AFTER NOTICE OR SUIT: It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, said suit, or said judgment.

20. PAYMENT OF COSTS: Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and provisions of this Lease.

21. ESTOPPEL CERTIFICATES: At any time and from time to time, Lessee agrees, upon request in writing from Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Lessor may request.

22. ENVIRONMENTAL MATTERS: The Lessee represents, covenants and warrants that Lessee's operation in, on or under the Premises shall be in compliance with all applicable environmental laws. The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. The Lessee, at its cost, shall remediate any Hazardous Materials or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any Hazardous Materials in, under, on or about the Premises, by the Lessee that occurs on or after the first day of this Lease. **Lessee shall notify Lessor in writing on the first date of the Lease of any chemicals that might be needed to facilitate Lessee's businesses.** The Lessee agrees that it is taking possession of the Premises in "AS IS, WHERE IS" condition, including all known Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein.

23. COUNTERCLAIM: If Lessor commences any proceedings for non-payment of Rent or other sums due hereunder, Lessee will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in a separate action brought by Lessee.

The covenants to pay rent and other amounts hereunder are independent covenants and Lessee shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Lessor or for any other reason whatsoever.

24. WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION: To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

25. CONDEMNATION: If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the fee, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

26. SURRENDER OF PREMISES: Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in good condition and in good repair, reasonable wear and tear excepted and **Lessee shall have removed all vehicles, equipment, garbage, debris and other personal property from the Premises. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean.** All attached improvements made by Lessee during the Term of the Lease shall remain on the Premises and become the property of Lessor upon termination. Lessee shall turn over the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefore at the place of payment of said Rent. Nothing contained in this Section shall limit the right of Lessor to receive liquidated damages as set forth in Section 17 (Holding Over) of this Lease.

27. SIGNS: Lessee shall not place any kind of temporary or permanent signs on the Premises without Lessor's prior written consent, which consent may be withheld in its sole discretion. No political or election signs shall be placed or maintained on the Premises at any time.

28. MODIFICATIONS TO PREMISES AND STRUCTURES: Lessee shall not make any replacement, alteration, improvement or addition to or removal from the Premises (hereinafter "alteration"), without prior written consent of Lessor, which consent may be withheld in its sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional primary insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the plans and specifications approved by Lessor, and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.

29. DEFAULT: In the event of a failure by either party to fulfill any of its obligations under this Lease, or in the event of a material breach of any representation or warranty of either party under this Lease, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time

period after notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

A. Events of Default: Each of the following shall constitute an event of default under this Lease:

- (1) Lessee fails to pay any installment of Rent, Taxes or Insurance Payments when due, or payments pursuant to any Section hereunder within five (5) days written notice by Lessor, or fails to replenish Security Deposit to its highest previous balance within five (5) days after Lessor requests replenishment;
- (2) Lessee breaches any representation, covenant or warranty or obligations with respect to Hazardous Materials or environmental laws, causes or permits a dangerous or hazardous condition to exist in the Premises or a condition that jeopardizes Lessee's or Lessor's insurance coverage, and fails to remedy such condition immediately after notice to Lessee;
- (3) Failure by either Party to observe or perform any other covenant or provision of this Lease to be observed or performed by it and a subsequent failure to cure such failure within thirty (30) days after written notice from the other Party;
- (4) The interest of Lessee in the Lease is levied upon under execution or other legal process;
- (5) A petition is filed by or against Lessee to declare Lessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (as now or hereafter amended), and if filed against Lessee, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within forty-five (45) days after such filing;
- (6) A receiver is appointed for Lessee or for Lessee's property;
- (7) The voluntary or involuntary dissolution of Lessee; or
- (8) Lessee abandons the Premises, or the Premises become substantially vacant.

B. Lessor's Specific Remedies. Upon the occurrence of an event of default by Lessee under this Lease after the cure period, if any, has expired, Lessor, at its option, with notice as hereinabove provided to Lessee may, in addition to all other rights and remedies provided in this Lease, or available to Lessor at law or in equity: terminate this Lease and Lessee's right to possession of the Premises and recover all damages to which Lessor is entitled under law. Lessee shall, upon termination, immediately remove its facilities, equipment and property from the Premises. Lessor's damages shall specifically include, without limitation (a) all reasonable expenses of reletting (including attorney's fees, marketing costs and brokerage commissions), plus (b) the present value of the amount by which all Rent reserved under this Lease for the balance of the term exceeds the fair market rental value of the Premises for the balance of the term (allowing for a reasonable period of exposure on the open market before realization of such fair market rental value). Notwithstanding any language elsewhere in the Lease to the contrary, Rent and other payments hereunder to be paid to Lessor by the Lessee during the term hereof shall continue to be paid as they become due and payable under the terms of this Lease. In the event of termination of this Lease by Lessor, said obligation shall remain due and payable as payments of damages in monthly installments as they would have become due under the terms of this Lease, but for such termination or default. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

30. NO-SMOKING FACILITY: The Premises, including any approved outdoor seating area, are a no smoking facility. Lessee must comply with this provision and ensure that all patrons and employees of Lessee comply with this provision.

31. TERMINATION: Either Party has the right to terminate this Lease at any time, upon ninety (90) days written notice to the other Party, regardless of whether the other Party is in default. The Term of the Lease ends on the date and time listed on Page One above and Lessee shall deliver possession of the Premises at said time or on such earlier date if the Lease is terminated.

32. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

33. FINANCIAL RESOURCES: The Lessee warrants that it has the financial resources at its disposal necessary to undertake, perform and fulfill all of the obligations and duties set forth under this Lease, and to provide the indemnification of the Lessor and its Agents and Affiliates as provided for in this Lease.

34. NOTICES: All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions of this Lease, shall be in writing and served by either certified mail, return receipt requested, by nationally-recognized overnight delivery service (such as Federal Express), or by personal delivery at the addresses listed for the Parties at page one above or as otherwise directed by the Parties in writing. Notices shall be deemed received at the earlier of actual receipt or one business day after deposit with an overnight courier as evidenced by a receipt of deposit or three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt.

35. OTHER CONDITIONS:

- A. CAPTIONS:** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.
- B. COVENANTS BINDING ON SUCCESSORS:** All of the terms, covenants, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties to this Lease, and wherever in this Lease reference is made to either of the Parties hereto, it shall be held to include and apply to, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.
- C. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING:** This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the terms, covenants, conditions or undertakings of this Lease, to be kept and performed by either Party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by each of the Parties hereto.
- D. FORCE MAJEURE:** The time within which any of the Parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party, *provided, however*, that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay. The

provisions of this Section shall not operate to excuse Lessee from prompt payment of Rent or any other payments required by the terms of this Lease.

- E. **NON-WAIVER:** The failure of either Party to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved Party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either Party to exercise any option in this Lease upon any occasion arising therefor, be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.
- F. **CONSENTS:** Whenever the consent or approval of either Party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
- G. **GOVERNING LAW; VENUE:** The Parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the jurisdiction of said Court for any such proceedings or action.
- H. **COUNTERPARTS:** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- I. **PLURALS:** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either Party to this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to male or female, shall in all instances be assumed as though in each fully expressed.
- J. **SEVERABILITY:** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.
- K. **HEADINGS:** The headings, titles and captions in this Lease have been inserted only for convenience, and in no way define, limit, extend or describe the scope or intent of this Lease.
- L. **AUTHORITY:** This Lease shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. The Parties warrant to each other that each of the signatories to this Lease are the duly authorized representatives of their respective corporate entity and each such person has signed this Lease pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Lessor's case, at an open public meeting) that authorized and directed the representatives to sign this Lease.
- M. **NO INDIVIDUAL OR PERSONAL LIABILITY:** Notwithstanding any other statement in this Lease, the Parties agree that the representations in this Lease are made on behalf of the Village of Hinsdale, and the President and Board of Trustees are not making such representations personally, are not parties to this Lease and shall incur no personal liability in conjunction with this Lease.
- N. **FILING OF LEASE:** The Lessor, in its discretion, may record a copy of the Lease against title to the Premises by filing it with the Office of the DuPage County Recorder.

- O. **EXHIBITS:** True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the Parties:

(a) EXHIBIT "1" – Legal Description of Premises

- P. **RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
- Q. **REMEDIES NOT EXCLUSIVE:** The obligation of Lessee to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.
- R. **TIME OF THE ESSENCE:** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.
- S. **ACCORD AND SATISFACTION:** Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LESSOR: VILLAGE OF HINSDALE, ILLINOIS

LESSEE: HINSDALE HUMANE SOCIETY

By: _____
Village President

By: _____
Executive Director

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "1"

Legal Description of Leased Premises at 5905 S. County Line Road, Hinsdale, Illinois
(TO BE ATTACHED)

7b

DATE: June 2, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading-ACA	ORIGINATING DEPARTMENT Administration
ITEM Annual Appropriation Ordinance for Fiscal Year 2015-16.	APPROVAL Darrell J. Langlois Assistant Village Manager/ Finance Director

Attached is the proposed Annual Appropriation Ordinance for fiscal year 2015-16. The ordinance represents the legal spending authority of the Village for fiscal year 2015-16 and is required by state statutes to be adopted by July 31, 2015. It should be noted that although the appropriation ordinance represents the Village's legal spending authority, the Village's budget, which was adopted in April, is the financial plan under which the Village operates throughout the fiscal year.

The line items contained in the proposed appropriation ordinance are identical to the Village's FY 2015-16 Budget with one exception. Subsequent to the adoption of the Budget, the Village entered into an agreement with the Illinois Emergency Management Agency (IEMA) related to the Graue Mill project whereby the Village will receive grant payments from IEMA and will be forwarding these monies on to DuPage County, who will have previously paid the contractors on the project. I have increased the appropriations amount in Account 45300-7906 Street Improvements by \$2,600,000 so that the Village has legal authority to make the payments to Du Page County. In addition to the line item budget amounts, a contingency amount is added for unforeseen expenses in each department. The contingency amount is to ensure that the Village has spending authority in case of unforeseen emergencies such as severe weather or fire. If the contingency amount is not available, the Village would be legally precluded from procuring needed services to the citizens in a timely manner. As to the amounts for the Hinsdale Public Library, these amounts were approved by a separate resolution of the Hinsdale Public Library Board on May 19, 2015.

A legally required public hearing on the proposed appropriation ordinance will be held on June 16, 2015 prior to Village Board adoption.

Should the Board concur, the following motion would be appropriate:

Motion: To approve the Annual Appropriation Ordinance for the Fiscal Year May 1, 2015 to April 30, 2016.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. O2015-

**ANNUAL APPROPRIATION ORDINANCE
FOR THE FISCAL YEAR MAY 1, 2015, TO APRIL 30, 2016**

WHEREAS, a proposed appropriation ordinance for the Village of Hinsdale for the fiscal year ending April 30, 2016, upon which this Annual Appropriation Ordinance is based, was heretofore duly prepared and made conveniently available to the public for at least 10 days prior to the public hearing described below and for at least 10 days prior to the adoption of this Annual Appropriation Ordinance, all in accordance with the requirements of Section 8-2-9 of the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the Board of Trustees of the Village of Hinsdale, pursuant to notice duly published on June 4, 2015 in the Hinsdalean in accordance with the requirements of said Section 8-2-9 held a public hearing on June 16, 2015, at the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, for the purpose of hearing and considering testimony regarding the proposed appropriation ordinance; and

WHEREAS, all required or necessary revisions, alternations, increases, or decreases in the proposed appropriation ordinance have since been made and are reflected in this Annual Appropriation Ordinance;

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

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

Section 2. General Corporate Appropriations. The following sums of money, or so much thereof as may be authorized by law, are deemed necessary to defray all necessary expenses and liabilities of the Village of Hinsdale for the fiscal year commencing on May 1, 2015, and ending April 30, 2016, and the same shall be, and they are hereby, appropriated for the objects and purposes hereinafter specified:

Corporate Fund - 10000
General Government Department - 1000

Appropriation

	1,013,048
7001 Salaries & Wages	10,000
7002 Overtime	111,552
7003 Temporary Help	2,600
7005 Longevity Pay	(751,296)
7099 Water Fund Cost Allocation	62,805
7101 Social Security	145,275
7102 IMRF	16,489
7105 Medicare	171,010
7111 Employee Insurance	250,000
7201 Legal Services	26,000
7204 Auditing	15,000
7299 Misc. Professional Services	96,000
7309 Data Processing	72,920
7399 Misc. Contractual Services	17,500
7401 Postage	2,500
7402 Utilities	13,000
7403 Telephone	8,000
7414 Legal Publications	2,500
7415 Employment Advertising	11,650
7419 Printing & Publications	4,800
7499 Misc. Services	14,160
7501 Office Supplies	700
7503 Gasoline & Oil	2,600
7508 Licenses	19,175
7520 Computer Equipment Supplies	14,075
7539 Software Purchases	4,300
7599 Misc. Supplies	7,500
7602 Office Equipment	1,000
7606 Computer Equipment	14,930
7701 Conferences & Staff Development	23,799
7702 Memberships & Subscriptions	13,675
7703 Employee Relations	500
7706 Plan Commission	10,000
7707 Historic Preservation Commission	12,500
7709 Board of Fire & Police Commissioners	90,000
7710 Economic Development Commission	500
7711 Zoning Board of Appeals	1,500
7725 Ceremonial Occasions	194,138
7729 Principal Expense	800
7735 Educational Training	

Corporate Fund - 10000**General Government Department - 1000 (cont)****Appropriation**

7736 Personnel	800
7737 Mileage Reimbursement	300
7749 Interest Expense	14,282
7795 Bank & Bond Fees	46,100
7799 Misc Expenses	100,000
7810 IRMA Premiums	25,068
7812 Self-Insured Deductible	25,000
7899 Other Insurance	275
7909 Buildings	92,000
7918 General Equipment	39,000
7919 Computer Equipment	87,000
7990 Contingency for Unforeseen Expenses	215,703
Total General Government Department	<u>2,372,733</u>

Corporate Fund - 10000**Police Department - 1200****Appropriation**

7001 Salaries & Wages	2,543,585
7002 Overtime	145,000
7003 Temporary Help	274,075
7005 Longevity Pay	16,100
7008 Reimbursable Overtime	50,000
7099 Water Fund Cost Allocation	(18,089)
7101 Social Security	22,905
7102 IMRF	24,003
7105 Medicare	40,111
7106 Police Pension	739,507
7111 Employee Insurance	398,033
7299 Misc. Professional Services	7,065
7306 Building & Grounds	750
7307 Custodial	18,360
7308 Dispatch Service	265,368
7309 Data Processing	21,237
7399 Misc. Contractual Services	65,254
7401 Postage	1,400
7402 Utilities	9,600
7403 Telephone	27,000
7419 Printing & Publications	11,250
7501 Office Supplies	7,700
7503 Gasoline & Oil	50,000
7504 Uniforms	31,500
7507 Building Supplies	150
7508 Licenses	1,500
7509 Janitor Supplies	2,500

Corporate Fund - 10000**Police Department - 1200 (cont)****Appropriation**

7514	Range Supplies	10,300
7515	Camera Supplies	500
7525	Emergency Management	1,250
7530	Medical Supplies	350
7539	Software Purchases	2,500
7599	Misc. Supplies	13,650
7601	Buildings	18,000
7602	Office Equipment	9,100
7603	Motor Vehicles	27,000
7604	Radios	3,500
7611	Parking Meters	1,500
7618	General Equipment	2,000
7701	Conferences & Staff Development	5,750
7702	Memberships & Subscriptions	6,535
7719	HSD Sewer Use Charge	300
7735	Educational Training	29,500
7736	Personnel	6,000
7737	Mileage Reimbursement	1,500
7810	IRMA Premiums	66,964
7812	Self-Insured Deductible	20,000
7902	Motor Vehicles	74,000
7918	General Equipment	35,000
7990	Contingency for Unforeseen Expenses	254,553
Total Police Department		<u><u>5,345,616</u></u>

Corporate Fund - 10000**Fire Department - 1500****Appropriation**

7001	Salaries & Wages	2,193,019
7002	Overtime	215,000
7003	Temporary Help	46,932
7005	Longevity Pay	11,200
7099	Water Fund Cost Allocation	(18,089)
7101	Social Security	11,447
7102	IMRF	16,174
7105	Medicare	30,917
7107	Firefighters Pension	818,528
7111	Employee Insurance	408,323
7306	Building & Grounds	600
7307	Custodial	3,000
7308	Dispatch Services	195,700
7399	Misc. Contractual Services	10,820
7401	Postage	750
7402	Utilities	7,000

Corporate Fund - 10000**Fire Department - 1500 (cont)****Appropriation**

7403 Telephone	11,250
7419 Printing & Publications	850
7501 Office Supplies	4,000
7503 Gasoline & Oil	20,300
7504 Uniforms	13,000
7506 Motor Vehicle Supplies	250
7507 Building Supplies	5,800
7508 Licenses	350
7510 Tools	5,000
7515 Camera Supplies	200
7520 Computer Equipment Supplies	5,850
7525 Emergency Management	1,000
7530 Medical Supplies	7,550
7531 Fire Prevention Supplies	2,000
7532 Oxygen & Air Supplies	875
7533 Hazmat Supplies	4,350
7534 Fire Suppression Supplies	4,150
7535 Fire Inspection Supplies	225
7536 Infection Control Supplies	1,835
7537 Safety Supplies	500
7539 Software Purchases	7,650
7601 Buildings	6,000
7602 Office Equipment	1,350
7603 Motor Vehicles	44,000
7604 Radios	7,250
7606 Computer Equipment	1,600
7618 General Equipment	10,350
7701 Conferences & Staff Development	3,700
7702 Memberships & Subscriptions	8,910
7719 HSD Sewer Use Charge	250
7729 Bond Principal Repayment	99,964
7735 Educational Training	17,040
7736 Personnel	500
7749 Interest Expense-Loan	13,547
7810 IRMA Premiums	52,243
7812 Self-Insured Deductible	15,000
7902 Motor Vehicles	0
7909 Buildings	17,000
7918 General Equipment	10,000
7990 Contingency for Unforeseen Expenses	217,851
Total Fire Department	<u><u>4,574,861</u></u>

Corporate Fund - 10000**Public Services Department - 2200****Appropriation**

7001 Salaries & Wages	1,175,201
7002 Overtime	65,000
7003 Temporary Help	95,596
7005 Longevity Pay	3,000
7099 Water Fund Cost Allocation	(125,406)
7101 Social Security	79,728
7102 IMRF	159,375
7105 Medicare	18,934
7111 Employee Insurance	205,485
7202 Engineering	1,000
7299 Other Professional Services	21,000
7301 Street Sweeping	39,346
7303 Mosquito Abatement	55,496
7304 D E D Removals	133,000
7306 Building & Grounds	12,350
7307 Custodial	48,725
7310 Traffic Signals	850
7312 Landscaping	70,900
7313 Third Party Review	30,000
7319 Tree Trimming	64,000
7320 Elm Tree Fungicide Program	129,713
7399 Misc. Contractual Services	37,349
7401 Postage	1,200
7402 Utilities	143,500
7403 Telephone	19,000
7405 Dumping	22,125
7409 Equipment Rental	945
7411 Holiday Decorating	10,039
7419 Printing & Publishing	1,500
7501 Office Supplies	4,250
7503 Gasoline & Oil	33,900
7504 Uniforms	14,000
7505 Chemicals	100,176
7506 Motor Vehicle Supplies	1,200
7507 Building Supplies	3,200
7508 Licenses	122
7509 Janitor Supplies	5,000
7510 Tools	7,440
7518 Laboratory Supplies	150
7519 Trees	65,340
7520 Computer Supplies	1,150
7530 Medical Supplies	1,800
7539 Software Purchases	2,750
7599 Misc. Supplies	11,800
7601 Buildings	31,765

Corporate Fund - 10000**Public Services Department - 2200 (cont)**

	<u>Appropriation</u>
7602 Office Equipment	1,400
7603 Motor Vehicles	32,225
7604 Radios	1,300
7605 Grounds	1,500
7615 Streets & Alleys	53,900
7618 General Equipment	1,250
7619 Traffic & Street Lights	7,000
7622 Traffic & Street Signs	13,800
7699 Misc. Repairs	800
7701 Conferences & Staff Development	1,000
7702 Dues & Subscriptions	4,520
7719 HSD Sewer Use Charge	500
7735 Educational Training	8,030
7736 Personnel	2,550
7810 IRMA Premium	42,078
7812 Self Insurance Deductable	20,000
7909 Buildings	358,000
7918 General Equipment	414,600
7990 Contingency for Unforeseen Expenses	188,372
Total Public Services Department	<u><u>3,955,819</u></u>

Corporate Fund - 10000**Community Dev. Department - 2400**

	<u>Appropriation</u>
7001 Salaries & Wages	450,922
7002 Overtime	5,000
7003 Temporary Help	126,465
7005 Longevity Pay	700
7099 Water Fund Cost Allocation	(143,321)
7101 Social Security	34,936
7102 IMRF	75,603
7105 Medicare	8,455
7111 Employee Insurance	47,656
7299 Misc. Professional Services	2,000
7309 Data Processing	8,700
7311 Inspectors	31,000
7313 Commercial Review	20,000
7401 Postage	4,000
7403 Telephone	8,300
7419 Printing & Publishing	1,750
7499 Misc. Services	6,750
7501 Office Supplies	5,000
7502 Publications	1,000
7503 Gasoline & Oil	1,200
7504 Uniforms	750

Corporate Fund - 10000**Community Dev. Department - 2400 (cont)****Appropriation**

7510 Tools	750
7520 Computer Equipment Supplies	2,000
7599 Misc. Supplies	250
7602 Office Equipment	4,750
7603 Motor Vehicles	1,000
7701 Conferences & Staff Development	600
7702 Dues & Subscriptions	2,075
7735 Educational Training	3,000
7736 Personnel	50
7737 Mileage Reimbursement	100
7810 IRMA Premiums	14,102
7812 Self-Insured Deductible	2,500
7990 Contingency for Unforeseen Expenses	36,402
Total Community Development Department	<u>764,445</u>

Corporate Fund - 10000**Parks & Recreation Department - 3000****Appropriation**

7001 Salaries & Wages	475,272
7002 Overtime	9,822
7003 Temporary Help	262,791
7005 Longevity Pay	1,300
7099 Water Fund Cost Allocation	(18,089)
7101 Social Security	46,450
7102 IMRF	67,596
7105 Medicare	10,864
7111 Employee Insurance	76,876
7306 Buildings & Grounds	29,839
7307 Custodial	26,750
7309 Data Processing	17,480
7312 Landscaping	110,676
7314 Recreation Programs	246,000
7399 Misc. Contractual Services	16,100
7401 Postage	3,300
7402 Utilities	88,500
7403 Telephone	17,000
7406 Citizen Information	22,500
7409 Equipment Rental	3,350
7419 Printing & Publications	16,500
7501 Office Supplies	6,500
7503 Gasoline & Oil	12,500
7504 Uniforms	7,930

Corporate Fund - 10000**Parks & Recreation Department - 3000 (cont)****Appropriation**

7505 Chemicals	13,800
7507 Building Supplies	3,500
7508 Licenses	2,700
7509 Janitorial Supplies	6,800
7510 Tools	2,500
7511 KLM Event Supplies	3,000
7517 Recreation Supplies	41,950
7520 Computer Equipment	1,100
7530 Medical Supplies	400
7537 Safety Supplies	1,000
7599 Misc. Supplies	150
7601 Buildings	44,750
7602 Office Equipment	3,650
7603 Motor Vehicles	3,500
7604 Radios	300
7605 Grounds	38,500
7617 Recreation Equipment	2,000
7618 General Equipment	23,950
7699 Misc. Repairs	250
7701 Conferences & Staff Development	2,900
7702 Memberships & Subscriptions	2,150
7708 Park & Recreation Commission	100
7719 Flagg Creek Sewer Charge	3,500
7735 Educational Training	2,495
7736 Personnel	50
7737 Mileage Reimbursement	300
7795 Bank & Bond Fees	10,800
7810 IRMA Premiums	28,480
7812 Self-Insured Deductible	2,500
7908 Land & Grounds	181,000
7909 Buildings	92,000
7918 General Equipment	14,000
7990 Contingency for Unforeseen Expenses	104,594
Total Parks & Recreation Department	<u><u>2,196,476</u></u>

Motor Fuel Tax Fund - 23000**Appropriation**

7904 Sidewalks	85,000
7990 Contingency for Unforeseen Expenses	17,000
Total	<u><u>102,000</u></u>

Foreign Fire Insurance Fund - 25000

7504	Uniforms
7735	Educational Training
7795	Bank & Bond Fees
7802	Officials Bonds
7918	General Equipment
7990	Contingency for Unforeseen Expenses
	Total

Appropriation

5,000
7,900
100
500
26,000
3,950
<u>43,450</u>

Debt Service Funds - 37000

7729	Bond Principal Payment
7749	Interest Expense
7795	Bank & Bond Fees
7990	Contingency for Unforeseen Expenses
	Total

Appropriation

645,000
419,256
1,700
53,298
<u>1,119,254</u>

MIP Infrastructure Projects Fund-45300

7202	Engineering
7906	Street Improvements
7990	Contingency for Unforeseen Expenses
	Total

Appropriation

1,304,000
14,956,000
1,366,000
<u>17,626,000</u>

Annual Infrastructure Projects Fund-45400

7925	Infrastructure Improvements
7990	Contingency for Unforeseen Expenses
	Total

Appropriation

535,300
53,530
<u>588,830</u>

Water & Sewer Oper. Fund - 61061

7001	Salaries & Wages
7002	Overtime
7703	Temporary
7005	Longevity Pay
7099	Water Fund Cost Allocation
7101	Social Security
7102	IMRF
7105	Medicare
7111	Employee Insurance
7201	Legal Services
7202	Engineering
7299	Misc. Professional Services
7306	Buildings & Grounds
7307	Custodial Services
7330	DWC Costs

Appropriation

439,949
90,000
29,080
600
1,074,290
34,697
72,433
8,115
78,989
2,500
12,500
9,570
1,500
8,000
<u>4,542,040</u>

Water & Sewer Oper. Fund - 61061 (cont)**Appropriation**

7399	Misc. Contractual Services	110,000
7401	Postage	14,000
7402	Utilities	52,250
7403	Telephone	23,000
7405	Dumping	20,000
7406	Citizens Information	2,100
7419	Printing & Publishing	900
7499	Misc. Services	18,000
7501	Office Supplies	1,000
7503	Gasoline & Oil	12,000
7504	Uniforms	6,750
7505	Chemicals	7,500
7509	Janitor Supplies	350
7510	Tools	12,250
7518	Laboratory Supplies	400
7520	Computer Equipment Supplies	750
7530	Medical Supplies	1,400
7599	Misc. Supplies	750
7601	Buildings	12,901
7602	Office Equipment	300
7603	Motor Vehicles	5,157
7604	Radios	400
7608	Sewers	18,731
7609	Water Mains	115,000
7614	Catchbasins	9,450
7618	General Equipment	8,500
7699	Miscellaneous Repairs	2,500
7701	Conferences & Staff Development	2,050
7702	Memberships & Subscriptions	7,850
7713	Utility Tax	356,000
7719	HSD Sewer Use Charge	1,000
7735	Educational Training	3,900
7748	Loan Principal	175,613
7749	Interest Expense	42,988
7810	IRMA Premiums	114,501
7812	Self-Insured Deductibles	2,500
7909	Buildings	90,000
7910	Water Meters	1,400,000
7918	General Equipment	173,000
7990	Contingency for Unforeseen Expenses	461,500
	Total	<u><u>9,691,504</u></u>

Water & Sewer Capital Fund - 61062

7905 Sewers
7907 Water Mains
7990 Contingency for Unforeseen Expenses
Total

Appropriation

2,147,100
1,778,300
392,540
4,317,940

Water & Sewer Debt Service Fund - 61064 & 61065

7729 Bond Principal Payment
7749 Interest Expense
7795 Bank & Bond Fees
7990 Contingency for Unforeseen Expenses
Total

Appropriation

520,000
140,432
400
33,042
693,874

Police Pension Fund - 71100

7011 Pension Payments
7012 Disability Payments
7201 Legal Expenses
7299 Misc. Professional Services
7702 Memberships & Subscriptions
7735 Educational Training
7795 Bank & Bond Fees
7990 Contingency for Unforeseen Expenses
Total

Appropriation

1,162,251
73,126
15,000
125,400
775
3,500
6,000
138,605
1,524,657

Firefighters' Pension Fund - 71200

7011 Pension Payments
7012 Disability Payments
7201 Legal Expenses
7299 Misc. Professional Services
7702 Memberships & Subscriptions
7735 Educational Training
7795 Bank & Bond Fees
7990 Contingency for Unforeseen Expenses
Total

Appropriation

1,121,000
244,000
10,000
100,000
775
2,500
1,000
147,928
1,627,203

Library Capital Projects Fund - 95000

7729 Bond Principal Payment
7748 Loan Principal
7749 Interest Expense
7909 Buildings
7990 Contingency for Unforeseen Expenses
Total

Appropriation

0
50,000
6,895
190,000
150,000
396,895

Library Operations Fund - 99000**Appropriation**

7001	Salaries & Wages	1,307,500
7003	Temporary Help	4,000
7101	Social Security Expense	81,719
7102	IMRF	140,000
7105	Medicare Expense	18,959
7111	Employee Insurance	122,000
7114	Conferences & Staff Development	26,000
7121	Citizen Information	36,000
7125	Library Programs - Youth	21,000
7126	Library Programs - Adult	4,500
7127	Books - Youth & YA	60,000
7128	Adult Materials - Books/Audio/Video	177,000
7130	Periodicals	19,000
7134	E-Books	33,000
7135	Technical Services - Cards/Bindery	25,000
7144	Software Purchases	40,000
7146	Computer Support - Maintenance	76,500
7161	Custodial	41,000
7163	Utilities	12,000
7165	Janitorial - Maintenance Supplies	7,000
7167	Maintenance Contracts	9,500
7169	Misc. Repairs - Improvements	35,000
7181	Legal Expenses	5,500
7182	Planning Services	30,000
7183	Misc. Contractual Services	11,000
7184	Postage	750
7185	Telephone	8,000
7186	Accounting	30,635
7187	Misc. Services	1,000
7188	Office Supplies	16,000
7189	Copier Supplies	4,000
7191	Office Equip Maintenance	3,750
7192	Memberships & Subscriptions	3,000
7193	Special - Ceremonial Events	7,500
7194	HPL Foundation	100,000
7195	Helen O'Neill Scholarship	500
7196	Library Development	0
7197	Friends Pledges Exp	50,000
7198	Grant Expenses	50,000
7199	Misc Expenses	0
7729	Principal	50,862
7749	Interest Expense	3,741
7795	Credit Card/Bank Fees	3,000
7803	Liability Insurance	300
7810	IRMA Premiums	31,500
7812	IRMA Deductible	10,000
7909	Art Acquisitions	9,000

Library Operations Fund - 99000

7199	Sales Tax-Used Books
9032	Transfer-Debt Service
9095	Transfer-Capital Reserve
7900	Contingency for Unforeseen Expenses
	Total

Appropriation

1,000
209,712
205,000
314,243
<u>3,456,671</u>

All Funds Summary

Corporate Fund - 10000
Departments - 1000 thru 4000
Motor Fuel Tax Fund - 23000
Foreign Fire Insurance Fund - 25000
Debt Service Funds - 37000
MIP Infrastructure Project Fund - 45300
Annual Infrastructure Project Fund - 45400
Water & Sewer Operations Fund - 61061
Water & Sewer Capital Fund - 61062
Water & Sewer Debt Service Fund - 61063
Police Pension Fund - 71100
Firefighters' Pension Fund - 71200
Library Funds - 95000 & 99000
Total All Funds

Appropriation

19,209,950
102,000
43,450
1,119,254
17,626,000
588,830
9,691,504
4,317,940
693,874
1,524,657
1,627,203
3,853,566
<u>60,398,228</u>

Section 3. Unexpended Prior Appropriations. Any sum of money heretofore appropriated for any object or purpose and not expended that is now in the Treasury of the Village of Hinsdale or that may hereafter come into the Treasury of the Village of Hinsdale is hereby re-appropriated by this Annual Appropriation Ordinance for such object or purpose.

Section 4. Allotment of Funds. Any funds derived from sources other than the 2012 tax levy and other than revenue pledged for specific purposes may be allotted by the Village President and Board of Trustees to such appropriations and in such amounts, respectively, as the Board of Trustees may determine, within the limits of said appropriations, respectively, insofar as the doing of same does not conflict with law.

Section 5. Repealer. All ordinances or parts of ordinances inconsistent with the provisions of this Annual Appropriation Ordinance shall be, and they are hereby, repealed.

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

PASSED this 16th day of June 2015.

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of June 2015.

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER First Reading-ACA	DEPARTMENT Administration
ITEM Approval of Three (3) Three-Year Customer Service Agreements with Call One to Provide ISDN PRI Phone Service to Most Village Facilities	Darrell Langlois, Assistant APPROVAL Village Manager/ Finance Director

With the implementation of the new phone system in 2012, the Village selected two vendors to provide phone service to the Village. First Communications was selected to provide PRI (i.e., digital) phone service to most Village buildings. Call One was selected to provide standard telephone lines for KLM, the Community Pool, fax lines for all Village locations, and all low-baud circuits (these are alarms for all Village facilities and police radio relays). Our agreements with First Communications have recently expired and are up for renewal.

Before proceeding with the renewal, it is our intent to consolidate the two separate PRI telephone lines in the Police Department and Fire Department. Renewal pricing was solicited from both First Communications and Call One. It should be noted that Call One is the recommended vendor for telecommunications services of the Suburban Purchasing Cooperative (SPC), of which the DuPage Mayors and Managers Conference is a member. SPC has negotiated discounts with Call One which would offer savings from First Communications. A monthly price comparison (pricing is prior to taxes) of the two vendors is follows:

	First Communications		Call One
	Current	Renewal	
Police PRI Line	\$ 417.71	\$ 384.18	\$ 375.00
Fire PRI Line	\$ 411.02	Consolidate w/PD	
Village Hall PRI Line	\$ 415.71	\$ 394.16	\$ 325.00
Point-to-Point	\$ 474.18	\$ 474.16	\$ 230.00
Monthly Total	\$ 1,718.62	\$ 1,252.50	\$ 930.00
Annual Total	\$ 20,623.44	\$ 15,030.00	\$ 11,160.00
Three Year Total	\$ 61,870.32	\$ 45,090.00	\$ 33,480.00

Over the three-year period, the Call One proposal offers savings of \$28,390 compared to current pricing and \$11,610 in savings compared to the First Communications renewal pricing. As we have been very satisfied with the services provided to date by Call One, we recommend changing the PRI services to them. It should be noted that we estimate there will be approximately \$3,000 in one-time costs to make the transition.

Motion: Approval of Three (3) Three-Year Customer Service Agreements with Call One to Provide ISDN PRI Phone Service to Most Village Facilities

APPROVAL		APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				



CALL ONE

ISDN-PRI Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Hinsdale
Address 19 E. Chicago Ave ST IL ZIP 60521
City Hinsdale

Please check box to determine term and discount

☐ 1 Year

☐ 2 Year

☒ 3 Year

Additional Charges: Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive PIC Fees. One (1) new ISDN PRI located at 121 Symonds Dr., Hinsdale, IL 60521, inclusive of 20,000 Local Band A, B, C and Intralata Minutes, Caller ID w/Name, and Failsafe Routing. \$2.00 MRC per block 10 DID's. \$1.00 NRC per number ported/installed.

Service/Additional Terms:

Install one (1) new ISDN PRI located at 121 Symonds Dr., Hinsdale, IL 60521, inclusive of 20,000 Local Band A, B, C and Intralata Minutes, Caller ID w/Name, and Failsafe Routing. Tag at the D'Marc.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN		
121 Symonds Dr.	Hinsdale, IL 60521	NEW		
	Circuit ID	NRC	MRC	Term
	NEW	\$2,000.00 (Waived)	\$375.00	36 Months

_____ Authorized customer signature	_____ Date	_____ CallOne authorized signature	
_____ Print name	_____ Title	_____ Print name	_____ Date

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "**Third Party Commitment**") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



ISDN-PRI Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Hinsdale
Address 19 E. Chicago Ave
City Hinsdale ST IL ZIP 60521

Please check box to determine term and discount

☐ 1 Year

☐ 2 Year

☒ 3 Year

Additional Charges: Member of SPC. All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Waive PIC Fees. One (1) new ISDN PRI at 19 E. Chicago Ave., Hinsdale, IL 60521, inclusive of 20,000 Local Band A, B, C and Intralata Minutes, Caller ID w/Name, and Failsafe Routing. \$2.00 MRC per block 10 DID's. \$1.00 NRC per number ported/installed.

Service/Additional Terms:

Install (1) new ISDN PRI at 19 E. Chicago Ave., Hinsdale, IL 60521, inclusive of 20,000 Local Band A, B, C and Intralata Minutes, Caller ID w/Name, and Failsafe Routing. Tag at the D'Marc.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN			
<u>19 E. Chicago Ave.</u>	<u>Hinsdale, IL 60521</u>	<u>NEW</u>			
	Circuit ID	NRC	MRC	Term	
	<u>NEW</u>	<u>\$2,000.00 (Waived)</u>	<u>\$325.00</u>	<u>36 Months</u>	

Authorized customer signature

Date

CallOne authorized signature

Print name

Title

Print name

Date

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301
Page 2 of 2

25360
ALTRI



Point-to-Point Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Hinsdale
Address 19 E. Chicago Ave
City Hinsdale ST IL ZIP 60521

Service Details:

BTN	<u>NEW</u>	Circuit ID	<u>NEW</u>
Service	<u>Point to Point T-1</u>	Monthly Charge	<u>\$230.00</u>
Speed	<u>1.5M</u>	Non-recurring Charge	<u>\$2,000.00 (Waived)</u>
Term	<u>36 Months</u>		
Host Address	<u>121 Symonds Dr., Hinsdale, IL 60521</u>	Host TN	<u>630-789</u>
Remote Address	<u>19 E. Chicago Ave., Hinsdale, IL 60521</u>	Remote TN	<u>630-789</u>

Service/Additional Terms:

Install one (1) new point to point T-1 (1.5M) at this location. Does not include wiring on the customer's side of the interface.

By signing below, Customer acknowledges that it understands and accepts the rates, terms and conditions for the Service and that the signatory represents that he/she is duly authorized to execute this Agreement on behalf of the Customer.

_____ Authorized customer signature	_____ Date	_____ CallOne authorized signature
_____ Print name	_____ Title	_____ Print name
		_____ Date

Terms and Conditions

1. **Term.** Customer hereby orders the Service and miscellaneous services incident thereto as described identified on Page 1 of this Agreement (collectively, the "**Service**") for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) **Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement.** (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific physical locations listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to the Monthly Charge payments remaining for the Term of this Agreement and any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service and as applicable in installing the required equipment and facilities including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
5. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
6. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable Monthly Charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
7. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariffs is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
8. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
9. **Entire Agreement.** Signed facsimile copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
10. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

7d

DATE: June 2, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading – ACA		ORIGINATING DEPARTMENT Administration		
ITEM Approval of an Ordinance Amending Subsection 3-3-5G of the Village Code of Hinsdale Related to the Creation of a Class A8 Premium Salon Liquor License		APPROVED Timothy J. Scott, AICP, CNU-A Director of Econ. Develop. & Urban Design		
<p>Currently under construction, Ten Friends Blow Dry & Style House will be located at 11 East First Street in the heart of the central business district (CBD).</p> <p>Ten Friends is characterized as a new take on the traditional beauty salon with a keen emphasis on personalized services, “farm to shower” natural retail products, and gracious hospitality.</p> <p>With hospitality in mind, Ten Friends wishes to make available wine, champagne, and premium beer for purchase by the glass.</p> <p>Amount Regulated: Proposed is that consumption by any individual customer shall not exceed two (2) glasses per service (approximately 45 minutes) or exceed a total of four (4) glasses per customer per day.</p> <p>Alcohol as Ancillary: By the glass sale retail sale of wine, champagne, and premium beer shall not exceed 10% of total salon sales.</p> <p>Alcohol Service Only By Trained Staff: Proposed is that salon staff engaged in the service of alcohol will be either TIPS or BASSET trained.</p> <p>Sale of Alcohol By The Glass Versus Complimentary: This proposed liquor license classification would accommodate Ten Friends’ business model of sale of select alcohol by the glass rather than as a complimentary offering.</p> <p>Should the Village Board of Trustees concur with this applicant-driven request, the Village Code would be amended to include a new liquor license classification, the Class A8 Premium Salon Liquor License, to accommodate this unique business model.</p> <p>MOTION: To Approve an Ordinance Amending Section 3-3-5 (Local Liquor Licenses) to Create a New Liquor License Classification - Class A8 Premium Salon License</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-5 (LOCAL LIQUOR LICENSES) TO
CREATE A NEW LIQUOR LICENSE CLASSIFICATION –
CLASS A8 PREMIUM SALON LICENSE**

WHEREAS, the Liquor Control Act of 1934 (235 ILCS 5/1-1 et seq.) grants to the Village of Hinsdale the power, by general ordinance or resolution, to determine, among other things, the number, kind and classification of licenses for sale of alcoholic liquor not inconsistent with the Act; and

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village;

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to create a new liquor license classification for "premium salons" as provided below in this Ordinance.

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

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

SECTION 2. Subsection A (Supermarket and Limited Retail Licenses) of Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale is hereby amended to add a new subsection A.8. (Premium Salon License), to read in its entirety as follows:

"8. Class A8 Premium Salon License: A class A8 premium salon license shall authorize the retail sale by the glass of wine, champagne and premium beer at a premium salon that specializes principally in hair and make-up styling services and related hair-care product sales. Such license shall be subject to all of the following conditions:

- a. Sales By the Glass: Such license shall authorize only the retail sale by the glass of wine, champagne and premium beer.
- b. Consumption on Premises Only: The retail sale by the glass of wine, champagne and premium beer shall be for consumption on the premises only. .
- c. Seating: Seating for customers within the premises shall not exceed thirty (30) seats.
- d. Use Limited: Such license shall be issued only to an establishment whose principal stock in trade is premium hair styling and make-up services and whose ancillary sales are limited to hair care and make-up related products and accessories (as distinguished from traditional salons focusing on the cutting of hair). Retail sale by

- the glass of wine, champagne and premium beer shall be permitted only incidental to the provision of premium hair styling and make-up services. By the glass sales of wine, champagne and premium beer shall not exceed 10% of total salon sales.
- e. Tobacco Limited: No tobacco product of any kind shall be sold or displayed on the licensed premises.
 - f. Establishment Size: Such license may be issued only to an establishment that does not exceed two thousand five hundred (2,500) square feet in gross customer service area.
 - g. Hours Limited: By the glass retail sales of wine, champagne and premium beer are permitted only between the hours of eleven o'clock (11:00) A.M. and ten o'clock (10:00) P.M. Monday through Saturday and eleven o'clock (11:00) A.M. and eight o'clock (8:00) P.M. on Sunday.
 - h. Consumption Limited: The by the glass retail sale of wine, champagne and premium beer shall be authorized only during the hours specified in the license. All consumption shall be discontinued within thirty (30) minutes after the sales of those beverages has ended. The consumption by any one (1) customer shall not exceed two (2) glasses per salon service (approximately 45 minutes) or exceed a total of four (4) glasses per customer per day.
 - i. TIPS & BASSETT certification: No by the glass retail sale of wine, champagne and premium beer shall be offered to a customer in the salon unless a member of the salon staff certified in either TIPS or BASSETT retail alcohol training is present on the retail sales floor."

SECTION 3: The table of License Fees set forth in subsection K (License Fees) of Section 3-3-5 (Local Liquor Licenses) of the Village Code of Hinsdale is hereby amended to add the new Class A8 Premium Salon License category with an initial application fee of \$1,500 and a renewal fee of \$1,000.

SECTION 4. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 6: Except as to the Code provision set forth above in this Ordinance, all Chapters and Sections of the Village Code of Hinsdale, as amended, shall remain in full force and effect.

SECTION 7: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and
attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of
_____, 2015.

Christine M. Bruton, Village Clerk

7e

DATE: June 02, 2015**REQUEST FOR BOARD ACTION**

AGENDA		ORIGINATING		
SECTION NUMBER First Reading – EPS		DEPARTMENT Public Services		
ITEM Prevailing Wage Ordinance		APPROVAL Dan Deeter Village Engineer		
<p>The State of Illinois requires municipalities to adopt an ordinance stating that the municipalities will investigate and ascertain prevailing wages for the construction of public works projects. This is an annual ordinance.</p> <p>MOTION: To Adopt An Ordinance Establishing Prevailing Wages for Public Works in the Village of Hinsdale, Cook and DuPage Counties, Illinois</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING PREVAILING WAGES
FOR PUBLIC WORKS IN THE VILLAGE OF HINSDALE,
COOK AND DUPAGE COUNTIES, ILLINOIS**

WHEREAS, the State of Illinois has enacted the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (2011), as amended ("the Act"); and

WHEREAS, the Act requires that the Village of Hinsdale ("Village") investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of the Village employed in performing construction of public works during the month of June of each year.

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

Section 1. Recitals Incorporated. The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. Determination of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in the Village for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing wages for construction work in DuPage and Cook Counties, as determined by the Department of Labor of the State of Illinois as of June 1, 2015, a copy of said determinations being attached hereto and incorporated herein by reference as Group Exhibit A. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

Section 3. Prevailing Wages Applicable to Public Works. Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village to the extent required by the Act.

Section 4. Posting of Determination. The Village Clerk shall publicly post or keep available for inspection by any interested party this determination of such prevailing rate of wages or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to contract specifications as required by the Act, or, if permitted by the Act, shall be referenced in the contract specifications.

Section 5. Service of Determination. The Village Clerk shall mail a copy of this determination to any employer and to any person or association of employees who have filed their names and addresses and have requested copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

Section 6. Filing of Determination. The Village Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois.

Section 7. Publication of Determination. Within thirty days after the filing with the Secretary of State, the Village Clerk is hereby authorized and directed to cause to be published in a newspaper of general circulation within the area notification of passage of this Ordinance, stating:

**VILLAGE OF HINSDALE
DUPAGE AND COOK COUNTIES, ILLINOIS**

PUBLIC NOTICE OF ADOPTION OF PREVAILING WAGE STANDARDS

PLEASE TAKE NOTICE that on June __, 2015, the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, adopted Ordinance Number _____, determining prevailing wages pursuant to 820 ILCS 130/1 *et seq.*, the Illinois "Prevailing Wage Act," which determination is now effective.

(Date of Publication)

Published by Order of the President and Board of Trustees of the Village of Hinsdale

**CHRISTINE M. BRUTON
VILLAGE CLERK**

and such publication shall constitute notice that the determination is effective and that this is the determination of the Village.

Section 8. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ____th day of June 2015.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2015.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

Prevailing Wage Rates

2015

- [January Rates](#)
- [February Rates](#)
- [March Rates](#)
- [April Rates](#)
- [May Rates](#)

- [Food Service Rates](#)
- [Janitorial Service Rates](#)

June prevailing wage rates have not yet been published.

2014

- [January Rates](#)
- [February Rates](#)
- [March Rates](#)
- [April Rates](#)
- [May Rates](#)
- [June Rates](#)
- [July Rates](#)
- [August \(Changes\)](#)
- [September Rates](#)
- [October Rates](#)
- [November Rates](#)
- [December Rates](#)

- [Food Service Rates](#)
- [Janitorial Service Rates](#)
- [Security Services Rates](#)
- [Printer Rates](#)

2013

- [January Rates](#)
- [February Rates](#)
- [March Rates](#)
- [April Rates](#)
- [May Rates](#)
- [June Rates](#)
- [July Rates](#)
- [August Rates](#)
- [September Rates](#)
- [October Rates](#)
- [November Rates](#)
- [December Rates](#)

- [Food Service Rates](#)
- [Janitorial Service Rates](#)
- [Security Service Rates](#)
- [Window Washer Rates](#)
- [Printer Rates](#)

2012

- [January Rates](#)
- [February Rates](#)
- [March Rates](#)
- [April Rates](#)
- [May Rates](#)
- [June Rates](#)
- [July Rates](#)
- [August Rates](#)
- [September Rates](#)
- [October Rates](#)
- [November Rates](#)
- [December Rates](#)

- [Food Service Rates](#)
- [Janitorial Service Rates](#)
- [Security Service Rates](#)
- [Window Washer Rates](#)
- [Printer Rates](#)

2011

- [January Rates](#)
- [February Rates](#)
- [March Rates](#)
- [April Rates](#)
- [May Rates](#)
- [June Rates](#)
- [July Rates](#)
- [August Rates](#)
- [September Rates](#)
- [October Rates](#)
- [November Rates](#)
- [December Rates](#)

- [Food Service Rates](#)
- [Janitorial Service Rates](#)
- [Security Service Rates](#)
- [Window Washer Rates](#)
- [Printer Rates](#)

2010

- [January Rates](#)
- [February Rates](#)
- [March Rates](#)
- [April Rates](#)
- [May Rates](#)
- [June Rates](#)
- [July Rates](#)
- [August Rates](#)
- [September Rates](#)
- [October Rates](#)
- [November Rates](#)

- [Food Service Rates](#)
- [Janitorial Service Rates](#)
- [Security Service Rates](#)
- [Window Washer Rates](#)
- [Printer Rates](#)

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DATE: June 02, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER First Reading – EPS	DEPARTMENT Public Services
ITEM Oak Street Bridge Extended Construction Hours	APPROVAL Dan Deeter Village Engineer

Kenny Construction is completing their plans to demolish the existing Oak Street Bridge. This plan must be signed and sealed by a structural engineer and forwarded to the Burlington Northern Santa Fe (BNSF) railway for their approval. The approval process usually takes about a month. Therefore, Kenny Construction anticipates that they will be removing the bridge after the Fourth of July holiday.

The removal process includes lifting the center bridge span as one piece off of the BNSF right of way. This will require closing of all three tracks to train traffic during the removal process. The only time when BNSF can close all three tracks long enough is on a Sunday morning between 1:00 and 5:00 AM.

Per section 9-12-2 A. (Use of Construction Tools and Equipment) of the Village Code, “no person or entity may use construction tools or power equipment other than those tools customarily used to perform landscape maintenance except between eight o’clock (8:00) AM and eight o’clock (8:00) PM Monday through Friday and between eight o’clock (8:00) AM and four o’clock (4:00) PM on Saturdays.” Section 9-12-2 D. states “The limitations in subsection A and B of this section may be waived by the board of trustees by resolution for work undertaken by any public body or agency for the benefit of the public.

Kenny Construction is requesting permission from the Board of Trustees to extend their construction hours through Saturday night to 8:00 AM Sunday morning on one weekend to remove the Oak Street Bridge center span. (With the BNSF approval pending, Kenny Construction does not know if this will be conducted on July 11/12 or July 18/19. The Board will be further informed at the second reading on June 16th.) Coordination is on-going with the Adventist Hinsdale Hospital to minimize the disruption that this construction may cause.

(A similar motion will be needed in late September or October for placement of the proposed bridge’s girders.)

MOTION: To Approve a Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – Oak Street Bridge Removal Process

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER’S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WAIVER OF CONSTRUCTION NOISE HOURS LIMITATIONS PURSUANT TO SECTION 9-12-2 OF THE VILLAGE CODE OF THE VILLAGE OF HINSDALE – OAK STREET BRIDGE REMOVAL PROJECT

WHEREAS, the Village of Hinsdale has undertaken reconstruction of the Oak Street Bridge within the Village; and

WHEREAS, such reconstruction includes demolition of the existing Oak Street Bridge, which will involve lifting the center bridge span (the “Bridge Span”) as one piece off of the Burlington Northern Santa Fe (“BNSF”) right-of-way. The three BNSF tracks in the right-of-way must be closed during the removal process. The only time BNSF can close all three tracks in the right-of-way long enough to accomplish the removal of the Bridge Span is Sunday mornings between 1:00 a.m. and 5:00 a.m.; and

WHEREAS, the timing of the BNSF track closures makes it impossible for the Village and construction company performing the Bridge Span removal to comply with the Village’s regulations as set forth in Section 9-12-2.A. of the Village Code of the Village of Hinsdale concerning limitations on construction noise and allowed hours of use of construction equipment within the Village (the “hours limitations”); and

WHEREAS, Section 9-12-2.D. of the Village Code authorizes waiver of the hours limitations by the Village Board of Trustees, by resolution, for work undertaken by any public body or agency for the benefit of the public; and

WHEREAS, pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees find and determine that the hours limitations on the use of construction equipment should be waived relative to removal of the Bridge Span, and finds such waiver to be in the best interests of and in furtherance of the health, welfare and safety of the residents of the Village.

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Waiver of Hours Limitations on Use of Construction Equipment. Pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees hereby waives the hours limitations on use of construction equipment for work related to

the removal of the Bridge Span of the Oak Street Bridge and related construction and demolition activities from 4:00 p.m. Saturday to 8:00 a.m. Sunday on either July 11/12 or July 18/19.

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

ADOPTED this _____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION

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AGENDA SECTION NUMBER First Reading – ZPS	ORIGINATING DEPARTMENT Police
ITEM Request a Temporary Increase in Police Sworn Staffing Levels	APPROVED Chief Bradley Bloom

In 2009, the Village reduced the number of authorized sworn police officers from 28 to 25. The reduction in the number of sworn police officers has not impacted our service levels or responsiveness. Although we have been able to maintain service levels, this staffing reduction has resulted in increased overtime costs, as there are fewer officers available on a shift that would have been available to fill in when extended absences occur.

Over the past 18 months, we have had two officers out on extended sick leave absences. Since we are at minimum staffing levels with 25 sworn officers, these extended absences have resulted in increased overtime costs, and have reduced the ability for police officers to take time off. So far we have not had difficulty finding volunteers to work overtime assignments as a result of the extended absences; however, I am concerned that continuing to have officers working significant amounts of overtime on their regularly scheduled days off will result in reaching a level of fatigue amongst the sworn police officers that will result in an increased use of sick leave, further exacerbating the need for overtime. This could potentially result in sworn police officers being unwilling to volunteer for overtime as they begin the value time off more than overtime pay.

At the present time, we have one vacancy in our sworn ranks due to a recent retirement, and we have an officer with a pending disability claim before the Police Pension Board. Overtime continues to be required to fill the majority of shifts for these two positions.

Further impacting our current sworn staffing level is the potential for additional police officer retirements. The police pension laws require that an officer be at least 50 years of age and 20 years of service to collect a retirement pension benefit. With 20 years of service, a police officer receives a pension equal to 50% of his last salary. After 20 years of service, police officers continue to accrue an additional pension benefit of 2.5% of salary per year, to a maximum benefit of 75% of salary after 30 years of service.

We currently have six (6) officers that will have attained age 50 and have more than 27 years of service and an additional two (2) officers will reach age 50 in the next 24 months. There are many factors that impact the timing of an individual's decision to retire, but we believe that several of these officers are likely to retire in the next few years. We have already received verbal notice from one officer who has indicated that he is planning on retiring in May 2016.

Given that the time necessary to select, hire and train an officer minimally takes 12 months, I am requesting to replace the retired officer and at the same time hire two additional officers in anticipation of the May 2016 retirement, the potential need to replace the officer who has applied for a disability pension, and additional retirements that may occur. This would temporarily increase the number of authorized sworn police officers from 25 to 27. The recruit police officers will not be fully trained and able to function on their own until early January 2016 or approximately 5 months prior to the May 2016 retirement. However, by proceeding in this manner, we will likely avoid many of the future overtime costs that would be incurred if an officer retires without having an additional officer trained and ready to work.

The Board of Fire and Police Commissioners just completed an initial eligibility list for police officers; the resulting list only has four candidates on it. These are solid candidates, but they are all testing with multiple police agencies. If we wait to hire the second and third officer until the actual vacancy occurs, there is a very good possibility that these candidates will have already accepted positions with other police agencies. This would require us to complete the entire eligibility process all over again, further delaying the time it takes to get back to full strength.

Therefore, based upon the planned retirement that will occur in May 2016; the potential for additional retirements to occur prior to that time; overtime expenses and the potential operational impact that coming retirements will have on our ability to meet our service needs, I recommend hiring two additional police officers. This will temporarily increase the number of sworn police officers to 27, with the eventual goal of moving back to 25 sworn members following retirements and/or the disability claim being granted. The FY 2015-16 budget impact of this recommendation is estimated at \$61,400.

MOTION: To approve the hiring of two additional police officers on a temporary basis at a cost of approximately \$61,400.

Approval	Approval	Approval	Approval	Manager's Approval
BOARD ACTION:				

DATE: June 02, 2015

8a

AGENDA SECTION	Consent: Agenda/ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois <i>DL</i> Assistant Village Manager/Director of Finance

At the meeting of June 02, 2015 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of May 20, 2015 through June 02, 2015 in the aggregate amount of \$701,092.45 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
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COMMITTEE ACTION:

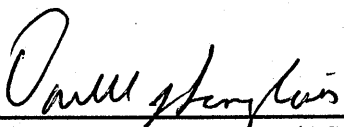
BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1587

FOR PERIOD May 20, 2015 through June 02, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$701,092.45 reviewed and approved by the below named officials.

APPROVED BY  DATE 5/29/15
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1587

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 5/22/2015	Village Payroll #11 - Calendar 2015	FWH	\$ 49,813.47
Electronic Federal Tax Payment Systems 5/22/2015	Village Payroll #11 - Calendar 2015	FICA/MCARE	38,306.94
Illinois Department of Revenue 5/22/2015	Village Payroll #11 - Calendar 2015	State Tax Withholding	13,442.78
ICMA - 457 Plans 5/22/2015	Village Payroll #11 - Calendar 2015	Employee Withholding	15,989.44
H SA PLAN CONTRIBUTION - 5/22/2015		Employer/Employee Withholding	2,144.11
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	168,142.51
Illinois Municipal Retirement Fund		Employer/Employee	-
Total Bank Wire Transfers and ACH Payments			<u>\$287,839.25</u>

Village of Hinsdale
Warrant # 1587
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	283,784.87	168,142.51	451,927.38
Capital Project Fund	45300	38,197.91	-	38,197.91
Water & Sewer Operations	61061	26,684.33	-	26,684.33
Escrow Funds	72100	34,250.00		34,250.00
Payroll Revolving Fund	79000	28,453.35	119,696.74	148,150.09
Library Operating Fund	99000	1,882.74	-	1,882.74
Total		413,253.20	287,839.25	701,092.45

Run date: 28-MAY-15

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1587

DATE: 06/02/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
190979	ALFAC OTHER	052215000000000	\$204.62
190980	AFLAC OTHER	052215000000000	\$341.40
190981	AFLAC SLAC	052215000000000	\$58.41
Total for Check: 102044			\$604.43
BLITT & GAINES, P.C.			
190991	GARNISHMENT	052215000000000	\$362.12
Total for Check: 102045			\$362.12
COLONIAL LIFE PROCCESING			
190969	COLONIAL S L A C	052215000000000	\$60.98
190970	COLONIAL OTHER	052215000000000	\$27.63
Total for Check: 102046			\$88.61
I.U.O.E.LOCAL 150			
190986	LOCAL 150 UNION DUES	052215000000000	\$884.99
Total for Check: 102047			\$884.99
NATIONWIDE RETIREMENT SOL			
190973	USCM/PEBS CO	052215000000000	\$123.98
190974	USCM/PEBS CO	052215000000000	\$1,575.00
Total for Check: 102048			\$1,698.98
NATIONWIDE TRUST CO.FSB			
190982	PEHP COMPTIME PD	052215000000000	\$17,325.63
190983	PEHPPD	052215000000000	\$512.93
190984	PEHP REGULAR	052215000000000	\$2,207.27
190985	PEHP UNION 150	052215000000000	\$350.33
Total for Check: 102049			\$20,396.16
STATE DISBURSEMENT UNIT			
190987	CHILD SUPPORT	052215000000000	\$313.21
Total for Check: 102050			\$313.21
STATE DISBURSEMENT UNIT			
190988	CHILD SUPPORT	052215000000000	\$585.00
Total for Check: 102051			\$585.00
STATE DISBURSEMENT UNIT			
190989	CHILD SUPPORT	052215000000000	\$230.77
Total for Check: 102052			\$230.77
STATE DISBURSEMENT UNIT			
190990	CHILD SUPPORT	052215000000000	\$764.77
Total for Check: 102053			\$764.77
STATE DISBURSEMENT UNIT			
190992	CHILD SUPPORT	052215000000000	\$175.00
Total for Check: 102054			\$175.00
STATE DISBURSEMENT UNIT			
190993	CHILD SUPPORT	052215000000000	\$923.07
Total for Check: 102055			\$923.07
VILLAGE OF HINSDALE			
190975	MEDICAL REIMBURSEMENT	052215000000000	\$359.58
190976	DEP CARE REIMBURSEMENT	052215000000000	\$152.17
190977	DEP CARE REIMB.F/P	052215000000000	\$20.83
190978	MEDICAL REIMBURSEMENT	052215000000000	\$677.49

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 102056	\$1,210.07
VSP ILLINOIS - 30048087			
190971	VSP FAMILY ALL EMPLOYEES	052215000000000	\$177.60
190972	VSP SINGLE ALLEMPLOYEES	052215000000000	\$38.57
		Total for Check: 102057	\$216.17
A + EXHAUST HOOD CLEANING			
190963	EXHAUST CLEANING	20150471	\$400.00
190963	EXHAUST CLEANING	20150471	\$450.00
190963	EXHAUST CLEANING	20150471	\$250.00
		Total for Check: 102058	\$1,100.00
A BLOCK MARKETING INC			
191119	TIPPING FEE	00061401	\$25.00
		Total for Check: 102059	\$25.00
ACT BUILDERS			
191110	CONT BD 117 S CLAY	22687	\$500.00
		Total for Check: 102060	\$500.00
AIR ONE EQUIPMENT			
191056	HELMET	103798	\$250.25
		Total for Check: 102061	\$250.25
AIRYS INC			
191123	EMERGENCY MAIN BREAK REPA	20521	\$3,956.95
		Total for Check: 102062	\$3,956.95
ALLIANCE MECHANICAL			
190965	KLM CLEANING	1127478	\$622.51
		Total for Check: 102063	\$622.51
ALLIED GARAGE DOOR INC			
191217	GARAGE DOOR OPENER	0000052537	\$2,112.31
		Total for Check: 102064	\$2,112.31
AMERICAN EXPRESS			
191200	ASST MERCHANDISE	803003-5/15	\$150.00
191200	ASST MERCHANDISE	803003-5/15	\$75.50
191200	ASST MERCHANDISE	803003-5/15	\$166.16
191200	ASST MERCHANDISE	803003-5/15	\$42.91-
191200	ASST MERCHANDISE	803003-5/15	\$162.32
191200	ASST MERCHANDISE	803003-5/15	\$175.00
191200	ASST MERCHANDISE	803003-5/15	\$660.00
191200	ASST MERCHANDISE	803003-5/15	\$153.54
191200	ASST MERCHANDISE	803003-5/15	\$250.00
191200	ASST MERCHANDISE	803003-5/15	\$100.00
191200	ASST MERCHANDISE	803003-5/15	\$100.00
191200	ASST MERCHANDISE	803003-5/15	\$49.95
191200	ASST MERCHANDISE	803003-5/15	\$39.99
		Total for Check: 102065	\$2,039.55
APTEAN, INC.			
191187	MONTHLY FEES-JUNE	RI-717110	\$4,333.56
191187	MONTHLY FEES-JUNE	RI-717110	\$780.50
191187	MONTHLY FEES-JUNE	RI-717110	\$780.50
		Total for Check: 102066	\$5,894.56

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AQUA PURE ENTERPRISES			
191236	POOL PAINT	96646	\$457.35
Total for Check: 102067			\$457.35
ARAMARK UNIFORM SERVICES			
190946	UNIFORMS	2080040484	\$11.28
190946	UNIFORMS	2080040484	\$90.12
190946	UNIFORMS	2080040484	\$17.88
190946	UNIFORMS	2080040484	\$33.68
190946	UNIFORMS	2080040484	\$33.68
190946	UNIFORMS	2080040484	\$76.50
191118	UNIFORMS	16228050	\$55.50
Total for Check: 102068			\$318.64
ASSOC TECHNICAL SERVICES			
191201	RECEIVER/TRANSMITTER	26194	\$1,867.00
191201	RECEIVER/TRANSMITTER	26194	\$150.00
191201	RECEIVER/TRANSMITTER	26194	\$50.00
191201	RECEIVER/TRANSMITTER	26194	\$4,989.00
191201	RECEIVER/TRANSMITTER	26194	\$355.00
191201	RECEIVER/TRANSMITTER	26194	\$513.00
Total for Check: 102069			\$7,924.00
AT & T			
191190	VEECK PARK-WP	63032386305	\$166.56
Total for Check: 102070			\$166.56
AWWA			
190964	MEMBERSHIP FEE	05012015	\$1,886.00
191066	ANNUAL MEMBERSHIP	700109977	\$196.00
Total for Check: 102071			\$2,082.00
BACKFLOW SOLUTIONS INC			
190956	ANNUAL BACKFLOW FEE	2585	\$495.00
Total for Check: 102072			\$495.00
BLUE CROSS BLUE SHIELD			
191218	REFUND	72657674	\$815.00
Total for Check: 102073			\$815.00
BLUE TARP FINANCIAL			
190995	WASHERS	32917334	\$10.34
191059	POOL PRESSURE WASH PARTS	32907677	\$291.69
Total for Check: 102074			\$302.03
BOWMAN CONSULTING GROUP			
191143	2015 RECONSTRUCTION OBS	192239	\$12,710.00
Total for Check: 102075			\$12,710.00
BROWN, CHARLES GORDON			
191186	REFUND	05212015	\$30.00
Total for Check: 102076			\$30.00
BUTTREY RENTAL SERVICE IN			
190945	TRENCHER RENTAL	202004	\$230.00
Total for Check: 102077			\$230.00
CALEA			
191100	NAME PLATES	INV18803	\$24.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
191100	NAME PLATES	INV18803	\$6.50
191134	NAMEPLATE	INV18803	\$3.00
Total for Check: 102078			\$33.50
CALL ONE			
191044	TELEPHONE	1010-9073-0000	\$427.48
191044	TELEPHONE	1010-9073-0000	\$868.72
191044	TELEPHONE	1010-9073-0000	\$151.88
191044	TELEPHONE	1010-9073-0000	\$1,226.37
191044	TELEPHONE	1010-9073-0000	\$64.49
191044	TELEPHONE	1010-9073-0000	\$34.93
191044	TELEPHONE	1010-9073-0000	\$722.54
191044	TELEPHONE	1010-9073-0000	\$396.32
191044	TELEPHONE	1010-9073-0000	\$1,758.82
Total for Check: 102079			\$5,651.55
CARROT-TOP INDUSTRIES,IN			
191058	FLAGS	26250100	\$78.83
191058	FLAGS	26250100	\$151.66
191058	FLAGS	26250100	\$78.83
Total for Check: 102080			\$309.32
CCP INDUSTRIES INC			
191060	COOLING TOWELS	IN01481245	\$19.60
191060	COOLING TOWELS	IN01481245	\$49.03
191060	COOLING TOWELS	IN01481245	\$39.22
191060	COOLING TOWELS	IN01481245	\$19.60
191060	COOLING TOWELS	IN01481245	\$29.41
191060	COOLING TOWELS	IN01481245	\$39.22
191061	GLOVES	IN01481901	\$35.03
191061	GLOVES	IN01481901	\$87.57
191061	GLOVES	IN01481901	\$70.06
191061	GLOVES	IN01481901	\$35.03
191061	GLOVES	IN01481901	\$52.54
191061	GLOVES	IN01481901	\$70.06
Total for Check: 102081			\$546.37
CDW-GOVERNMENT INC.			
191096	WALL MOUNT CABINET	VF93503	\$153.08
191237	OFFICE 2013 LICENSE	VK17023	\$243.04
191238	PC/MONITORS/CABLE	VK05893	\$1,367.44
191238	PC/MONITORS/CABLE	VK05893	\$110.12
191238	PC/MONITORS/CABLE	VK05893	\$478.64
Total for Check: 102082			\$2,352.32
CINTAS CORPORATION 769			
190961	FLOOR MATS/SHOP TOWELS	76591545	\$54.54
190961	FLOOR MATS/SHOP TOWELS	76591545	\$54.15
190961	FLOOR MATS/SHOP TOWELS	76591545	\$33.21
190961	FLOOR MATS/SHOP TOWELS	76591545	\$73.95
190961	FLOOR MATS/SHOP TOWELS	76591545	\$23.60
Total for Check: 102083			\$239.45
CLARENDON HILLS PARK DIST			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
191231	CO-OP	05122015	\$850.00
Total for Check: 102084			\$850.00
CLARKE ENVIRONMENTAL			
191097	MOSQUITO ABATEMENT	6351441	\$13,874.00
Total for Check: 102085			\$13,874.00
CODECO INDUSTRIES INC			
191206	POOL PAINTING	15-119	\$5,197.00
Total for Check: 102086			\$5,197.00
COLLEY ELEVATOR COMPANY			
190949	ELEVATOR PHONE REPROGRAM	138970	\$366.00
190950	ELEVATOR PHONE REPROGRAM	138951	\$183.00
191262	VH ELEVATOR DOOR REPAIR	139025	\$2,198.00
Total for Check: 102087			\$2,747.00
COMMERCIAL COFFEE SERVICE			
191251	COFFEE SUPPLIES	130602	\$75.00
Total for Check: 102088			\$75.00
CONSERV FS			
191062	FIELD MARKING PAINT	2059517-IN	\$2,215.00
Total for Check: 102089			\$2,215.00
COURTNEYS SAFETY LANE			
191065	DOT INSPECTION - #31	102715	\$35.00
191259	INSPECTION # 12	102794	\$35.00
Total for Check: 102090			\$70.00
COURTYARDS OF HINSDALE			
191113	CONT BD 2-8 S CLAY	22174	\$1,000.00
Total for Check: 102091			\$1,000.00
D & S CUSTOM COVERS			
191051	TARP - ENGINE 84	6228	\$309.00
Total for Check: 102092			\$309.00
DANMAR			
191175	POOL CLEANING	18416	\$1,095.00
Total for Check: 102093			\$1,095.00
DEJANA INDUSTRIES INC.			
191102	SWEEPER RENTAL	48998	\$2,452.80
191137	STREET SWEEPING	48448	\$302.08
Total for Check: 102094			\$2,754.88
DIGITAL HOME TECHNOLOGIES			
191067	NEW DATA LOCATION INSTALL	14234	\$1,112.57
Total for Check: 102095			\$1,112.57
DISTINCTIVE INTERIORS			
191106	REUPHOLSTER KLM CHAIRS	153004	\$2,158.80
Total for Check: 102096			\$2,158.80
DU-COMM			
191038	E-DISPATCH	15492	\$224.25
191042	QUARTERLY SHARES	15443	\$48,924.75
Total for Check: 102097			\$49,149.00
DUDEK, SUSAN			
191115	KLM REFUND EN 150508	21921	\$500.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 102098	\$500.00
DUPAGE TOPSOIL, INC.			
191125	DIRT	040332	\$325.00
		Total for Check: 102099	\$325.00
EAGLE UNIFORMS INC			
191214	UNIFORMS	238170	\$207.75
191215	UNIFORMS	238171	\$103.00
		Total for Check: 102100	\$310.75
EDMONDS, INC			
191104	PARKING PLACARDS	56255	\$814.29
191146	PARKING PLACARDS	56255	\$30.75
		Total for Check: 102101	\$845.04
ENVIRO-TEST/PERRY LABORAT			
190957	WATER SAMPLES	15-130987	\$180.00
		Total for Check: 102102	\$180.00
FAST SIGNS			
190958	POOL SIGNS	65-49743	\$504.06
		Total for Check: 102103	\$504.06
FIAT			
191045	ANNUAL DUES	HPD 15-16	\$3,500.00
		Total for Check: 102104	\$3,500.00
FULLERS SERVICE CENTER IN			
190996	HEADLIGHT - SQUAD 41	22179245824	\$40.45
		Total for Check: 102105	\$40.45
GALLS			
191047	UNIFORMS	003503842	\$32.25
191048	UNIFORMS	003504864	\$86.75
		Total for Check: 102106	\$119.00
GARY JOHNSTON			
191142	TRUCK PERMITS - APRIL	04302015	\$97.20
		Total for Check: 102107	\$97.20
GRAHAM, NANCY			
191114	KLM REFUND EN 150502	22224	\$500.00
		Total for Check: 102108	\$500.00
GRAINGER, INC.			
190941	SAFETY GLOVES	9737971029	\$49.44
190941	SAFETY GLOVES	9737971029	\$123.60
190941	SAFETY GLOVES	9737971029	\$98.88
190941	SAFETY GLOVES	9737971029	\$49.44
190941	SAFETY GLOVES	9737971029	\$74.16
190941	SAFETY GLOVES	9737971029	\$98.88
190943	BIOHAZARD KIT	9738503136	\$162.50
190944	TREE PLANTING SUPPLIES	9734206817	\$59.69
191054	SEAL KIT FOR 1019	9740904355	\$366.76
191117	TEE KEY	9728950552	\$32.52
191120	REPAIR PARTS	9728216731	\$36.18
		Total for Check: 102109	\$1,152.05
HALOGEN SUPPLY COMPANY			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190940	FITTINGS/GASKETS	00466510	\$729.55
Total for Check: 102110			\$729.55
HD SUPPLY WATERWORKS,LTD			
191073	WATER METERS	D885098	\$1,050.00
Total for Check: 102111			\$1,050.00
HEALY ASPHALT COMPANY LLC			
190959	COLD PATCH	51185MB	\$1,340.13
Total for Check: 102112			\$1,340.13
HINSDALE BANK & TRUST			
191266	INTEREST-IMRF BONDS	06152015	\$7,140.51
191266	INTEREST-IMRF BONDS	06152015	\$1,870.74
Total for Check: 102113			\$9,011.25
HINSDALE NURSERIES, INC.			
190936	SHRUBS	1496287	\$192.00
Total for Check: 102114			\$192.00
HINSDALE PLUMBING			
191169	CONT BD 137 THE LANE	22413	\$500.00
Total for Check: 102115			\$500.00
HOME DEPOT CREDIT SERVICE			
191189	ASST HARDWARE	051315	\$167.04
191189	ASST HARDWARE	051315	\$62.23
191189	ASST HARDWARE	051315	\$19.98
191189	ASST HARDWARE	051315	\$17.97
191189	ASST HARDWARE	051315	\$68.37
191189	ASST HARDWARE	051315	\$60.45
Total for Check: 102116			\$396.04
HOMEFIELD ENERGY			
191248	STREET LIGHTS	105439515041	\$8,559.44
Total for Check: 102117			\$8,559.44
HOVING PIT STOP			
191205	KLM PORTABLES	108177	\$362.00
Total for Check: 102118			\$362.00
HR GREEN INC			
191138	2015 VEECK PARK OPERATOR	98216	\$284.80
191139	OAK ST BRIDGE PH 3 (CORE)	2-98365	\$15,499.60
191144	WOODLANDS PH 3 DESIGN ENG	98235	\$2,328.55
Total for Check: 102119			\$18,112.95
IAFC MEMBERSHIP			
191041	ANNUAL MEMBERSHIP	85188	\$234.00
Total for Check: 102120			\$234.00
ILLCO, INC.			
190942	IRRIGATION REPAIRS	2370241	\$349.26
190968	BURLINGTON PK WTR REPAIR	2370443	\$461.78
Total for Check: 102121			\$811.04
ILLINOIS FIRE CHIEF ASSOC			
191220	FIRE CHIEF CLASSES	FO-150274	\$2,300.00
Total for Check: 102122			\$2,300.00
INDUSTRIAL ELECTRIC			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190966	PIERCE PARK ELECTRIC PART	233506	\$6.00
190967	PIERCE PARK ELEC PARTS	233505	\$538.05
191256	TRAFFIC LIGHT	233710	\$24.40
Total for Check: 102123			\$568.45
INTERSTATE BILLING SERVIC			
191127	REPAIR PARTS - #31,9	97703564	\$89.16
191127	REPAIR PARTS - #31,9	97703564	\$55.74
Total for Check: 102124			\$144.90
IRISH CASTLE			
191108	CONT BD 122 COLUMBIA	22698	\$500.00
Total for Check: 102125			\$500.00
J & L ELECTRONICS SERVICE			
191141	PD LOBBY PHONE SERVICE	88640G	\$157.50
Total for Check: 102126			\$157.50
JAY'S PLUMBING			
191145	PLUMBING INSPECTIONS-APR	14941	\$1,470.00
Total for Check: 102127			\$1,470.00
JOHN NERI CONSTRUCTION IN			
190951	SEWER REPAIR	051115	\$4,930.04
Total for Check: 102128			\$4,930.04
KARELS, NICHOLAS			
191247	KLM LODGE DOOR REPAIRS	75237	\$325.00
Total for Check: 102129			\$325.00
KLEIN, THORPE, JENKINS LTD			
191246	LEGAL FEES	175883/91	\$24,343.93
Total for Check: 102130			\$24,343.93
LIFEGUARD STORE			
191227	SUPPLIES	INV277308	\$598.85
191228	SUPPLIES	INV277283	\$394.40
191229	SUPPLIES	INV278095	\$55.85
191230	UNIFORMS	INV272524	\$3,033.35
Total for Check: 102131			\$4,082.45
MANGANIELLO, JIM			
191174	METER READINGS - MAY	052015	\$1,400.00
Total for Check: 102132			\$1,400.00
MATERIAL SERVICE CORP			
190935	TRENCH BACKFILL	5487605	\$533.98
191258	VOLLEYBALL COURT SAND	5489260	\$401.84
Total for Check: 102133			\$935.82
MENARDS			
191199	IRRIGATION REPAIR SUPPLY	98669	\$218.18
191226	TOOLS	98927	\$24.95
Total for Check: 102134			\$243.13
METROPOLITAN INDUSTRIES			
191257	VEECK PARK SERVICE	0000297619	\$460.00
Total for Check: 102135			\$460.00
MICROSYSTEMS, INC.			
191132	PAPERVISION INSTALL	1000072078	\$1,480.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 102136	\$1,480.00
MIDWEST SPORT SURFACES			
191133	TENNIS COURT WASHING	04282015	\$1,800.00
		Total for Check: 102137	\$1,800.00
MINER ELECTRONICS			
191239	INSTALL EQUIP #32	256767	\$9,914.77
191240	INSTALL EQUIP #43	256574	\$13,749.00
		Total for Check: 102138	\$23,663.77
N I ELEVATORS, INC			
191131	ACC RELAY REPAIR	2388	\$395.00
		Total for Check: 102139	\$395.00
NAGAN, TAKAO			
191168	CONT BD 908 N ELM	22542	\$10,000.00
		Total for Check: 102140	\$10,000.00
NAPA AUTO PARTS			
190947	FILTERS	371870	\$656.46
191063	BATTERY	373563	\$113.06
191064	FUEL FILTERS # T84	373477	\$53.54
		Total for Check: 102141	\$823.06
NATIONAL SEED			
190994	GRASS SEED	552436SI	\$99.00
190994	GRASS SEED	552436SI	\$106.50
190994	GRASS SEED	552436SI	\$99.00
		Total for Check: 102142	\$304.50
NELS J JOHNSON TREE EXPT			
191130	TREE REMOVALS	106104	\$1,025.00
191135	TREE REMOVAL	106105	\$375.00
		Total for Check: 102143	\$1,400.00
NEWEGG BUSINESS			
191098	LAPTOP	1201089613	\$89.00
191098	LAPTOP	1201089613	\$879.99
		Total for Check: 102144	\$968.99
NICOR GAS			
191191	ART CENTER	18117046476	\$280.80
191192	5905 S COUNTY LINE	12952110000	\$153.46
		Total for Check: 102145	\$434.26
NOTHERN METALWORK, INC			
191099	POOL GUTTER WELDING	1126	\$1,500.00
		Total for Check: 102146	\$1,500.00
NUCO2 INC			
191235	POOL CHEMICALS	45355666	\$216.64
		Total for Check: 102147	\$216.64
O'DRISCOLL BUILDERS			
191112	CONT BD 932 ALLMEN	21246	\$500.00
		Total for Check: 102148	\$500.00
OCCUPATIONAL HEALTH CTR			
190952	DRUG SCREEN	1008827248	\$55.00
190953	DRUG SCREENS	1008837616	\$269.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
191223	DRUG SCREENS	1008849164	\$220.00
Total for Check: 102149			\$544.00
OLEARYS CONTRACTORS EQU			
191101	SAW	140282	\$115.00
191101	SAW	140282	\$565.00
191101	SAW	140282	\$1,010.00
191136	PORTABLE GENERATOR	140281	\$840.00
Total for Check: 102150			\$2,530.00
PARKREATION INC			
191255	POOL SUB BASE CONCRETE	4857	\$500.00
191264	HIGH DIVE FALL SURFACE	4856	\$6,562.00
Total for Check: 102151			\$7,062.00
PERMA SEAL			
191170	CONT BD 611 S COUNTY LINE	22340	\$500.00
191171	CONT BD 18 E HINSDALE	22566	\$500.00
191172	CONT BD 744 CLEVELAND	22336	\$500.00
Total for Check: 102152			\$1,500.00
PERSONAL SAFETY CORP			
190948	OC SPRAY	1572964-IN	\$261.26
Total for Check: 102153			\$261.26
PRIMERA			
191265	2014 WATER MAIN ENGINEER	0033737	\$6,859.76
Total for Check: 102154			\$6,859.76
PROVEN BUSINESS SYSTEMS			
191122	CONTRACT RENEWAL	233667	\$666.67
191122	CONTRACT RENEWAL	233667	\$666.67
191122	CONTRACT RENEWAL	233667	\$333.33
191122	CONTRACT RENEWAL	233667	\$333.33
Total for Check: 102155			\$2,000.00
REBRAG INC			
191109	CONT BD 132 E SIXTH	22696	\$15,000.00
Total for Check: 102156			\$15,000.00
REBRAG, INC			
191111	ST MGMT BD 132 E SIXTH	22371	\$3,000.00
Total for Check: 102157			\$3,000.00
RECREONICS			
191232	DIVING BOARDS	687480	\$6,998.68
Total for Check: 102158			\$6,998.68
RED WING SHOE STORE			
191055	BOOTS	450000008577	\$229.48
191216	STATION BOOTS	4500000086007	\$686.93
Total for Check: 102159			\$916.41
RELIABLE FIRE & SECURITY			
191176	FIRE EXTINGUISHER SERVICE	651180	\$181.30
191177	FIRE EXTINGUISHER SERVICE	651566	\$29.70
191178	FIRE EXTINGUISHER SERVICE	651181	\$97.85
191179	FIRE EXTINGUISHER SERVICE	651179	\$205.45
191180	FIRE EXTINGUISHER SERVICE	651178	\$93.15

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
191181	FIRE EXTINGUISHER SERVICE	651167	\$29.70
191182	FIRE EXTINGUISHER SERVICE	651177	\$115.55
191183	FIRE EXTINGUISHER SERVICE	651172	\$29.70
191184	FIRE EXTINGUISHER SERVICE	651169	\$34.40
191185	FIRE EXTINGUISHER SERVICE	651168	\$48.50
191193	FIRE EXTINGUISHER SERVICE	651184	\$254.10
191194	FIRE EXTINGUISHER SERVICE	651182	\$97.85
191195	FIRE EXTINGUISHER SERVICE	651171	\$46.55
191196	FIRE EXTINGUISHER SERVICE	651170	\$34.40
191197	FIRE EXTINGUISHER SERVICE	651176	\$94.90
191198	FIRE EXTINGUISHER SERVICE	651175	\$105.20
191253	FIRE EXTINGUISHER SERVICE	651173	\$195.85
		Total for Check: 102160	\$1,694.15
REPUBLIC SERVICES #551			
191129	DUMPSTER ROLLOFF	0551-011598575	\$1,820.89
		Total for Check: 102161	\$1,820.89
REVIZE, LLC			
191263	WEBSITE DESIGN PH 5 & 6	3649	\$7,300.00
		Total for Check: 102162	\$7,300.00
ROMEIOVILLE FIRE ACADEMY			
191219	RICO CLASS	2015-080	\$2,200.00
		Total for Check: 102163	\$2,200.00
ROSKAM FOR CONGRESS			
191188	REFUND	135401	\$145.00
		Total for Check: 102164	\$145.00
ROSS MECHANICAL GROUP			
191202	POOL PLUMBING REPAIRS	150571	\$4,666.00
		Total for Check: 102165	\$4,666.00
ROTARY CLUB OF HINSDALE			
190954	LUNCHES	04172015	\$208.00
		Total for Check: 102166	\$208.00
SCHULTZ, JULIE			
191040	SPRINKLER REPAIR	4480	\$800.00
		Total for Check: 102167	\$800.00
SERAPHIN, SALLY			
191261	REFUND	135502	\$150.00
		Total for Check: 102168	\$150.00
SERVICE FORMS & GRAPHICS			
191049	RECEIPT BOOKS	152785	\$465.75
191050	OFFICER NOTEBOOKS	152824	\$728.59
191074	INSPECTION SLIPS	152765	\$255.74
191075	INSPECTION SLIPS	152766	\$211.92
191224	BUSINESS CARDS	152786	\$49.97
191225	LETTER HEAD STATIONARY	152845	\$63.27
191225	LETTER HEAD STATIONARY	152845	\$63.26
191225	LETTER HEAD STATIONARY	152845	\$63.26
191225	LETTER HEAD STATIONARY	152845	\$63.26
191225	LETTER HEAD STATIONARY	152845	\$63.27

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 102169	\$2,028.29
SERVICE SPRING CO			
191260	LEAF SPRINGS #22	136315	\$1,419.64
		Total for Check: 102170	\$1,419.64
SHERWIN INDUSTRIES, INC			
191126	CROSS WALK SIGNS	SS059919	\$921.99
		Total for Check: 102171	\$921.99
SOCIETY FOR HUMAN			
190933	DUES	9006197241	\$190.00
		Total for Check: 102172	\$190.00
SPORTS R US			
191233	INSTRUCTION	1980	\$1,632.00
		Total for Check: 102173	\$1,632.00
STANCHION WORLD			
191252	POOL STANCHIONS	007718	\$182.97
		Total for Check: 102174	\$182.97
STATE INDUSTRIAL PRODUCTS			
190938	POOL SUPPLIES	97283169	\$859.78
		Total for Check: 102175	\$859.78
STOMPER, SCOTT			
191204	BROCHURE DESIGN	0053	\$90.00
		Total for Check: 102176	\$90.00
STREICHERS			
191241	TRAUMA PLATE	I1143170	\$239.96
191242	TRAUMA PLATE SHIPPING	I1143154	\$85.99
191243	TRAUMA PLATE SHIPPING	CM269978	\$13.00-
191244	TRAUMA PLATE SHIPPING	CM269349	\$59.99-
		Total for Check: 102177	\$252.96
SUBURBAN DOOR CHECK			
191052	DOOR LOCKS	IN461462	\$262.70
191208	DUPLICATE KEYS	IN461138	\$30.80
		Total for Check: 102178	\$293.50
SUBURBAN LABORATORIES, IN			
191103	WATER TESTING	1122319	\$415.00
		Total for Check: 102179	\$415.00
SUNBURST SPORTSWEAR			
191081	CAMPER SHIRTS	114144	\$330.20
191082	CAMPER SHIRTS	114141	\$10.28
191083	CAMP STAFF SHIRTS	114145	\$171.60
191084	CAMP STAFF SHIRTS	114142	\$170.24
191085	PARADE SHIRTS	114149	\$124.34
191086	TOWN TEAM UNIFORMS	114148	\$51.52
191087	TOWN TEAM UNIFORMS	114147	\$304.80
191088	POOLS STAFF UNIFORMS	114137	\$19.36
191089	POOL STAFF UNIFORMS	114138	\$45.84
191090	POOL STAFF UNIFORMS	114139	\$37.44
191091	POOL STAFF UNIFORMS	114140	\$158.40
191092	POOL STAFF UNIFORMS	114143	\$170.40

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
191093	POOL STAFF UNIFORMS	114146	\$67.60
191094	POOL STAFF UNIFORMS	114150	\$29.88
191095	POOL STAFF UNIFORMS	114151	\$98.50
Total for Check: 102180			\$1,790.40
TABAKHI, LAUREN			
191116	KLM REFUND EN 150606	22758	\$450.00
Total for Check: 102181			\$450.00
TAMELING INDUSTRIES			
191121	STONE	0101167-IN	\$4.90
Total for Check: 102182			\$4.90
THE HINSDALEAN			
191039	BID PUBLICATION	38749	\$156.80
Total for Check: 102183			\$156.80
THE LAW OFFICES OF			
191221	LEGAL	H05202015	\$100.00
Total for Check: 102184			\$100.00
THE LIFEGUARD STORE INC			
191080	LANE LINES	INV271870	\$6,523.85
Total for Check: 102185			\$6,523.85
THE POLICE & SHERIFFS			
191070	ID CARD	69175	\$17.49
191249	ID CARD	68883	\$17.49
191250	ID CARD	68854	\$17.49
Total for Check: 102186			\$52.47
THIRD MILLENIUM			
191043	UTILITY BILLING-MAY	18205	\$1,089.77
Total for Check: 102187			\$1,089.77
THOMPSON ELEVATOR INSPEC			
191245	INSPECTIONS	15-0657	\$100.00
Total for Check: 102188			\$100.00
THOMPSON INFORMATION			
191035	FMLA COMPLIANCE	I68595621	\$429.00
191036	FLSA HANDBOOK	I68595611	\$536.99
Total for Check: 102189			\$965.99
TOSHIBA BUSINESS			
190939	KLM COPIER MAINTENANCE	11834887	\$96.80
Total for Check: 102190			\$96.80
TOTAL PARKING SOLUTIONS			
191209	3G MODEM UPGRADE	103012	\$2,088.00
Total for Check: 102191			\$2,088.00
TRANE			
191207	DUPLICATE KEYS	10740372R1	\$81.72
Total for Check: 102192			\$81.72
UNITED METERS, INC			
190998	AMP PROJECT-ADDTL WORK	2147	\$830.00
Total for Check: 102193			\$830.00
UNIVAR USA INC			
191203	POOL CHLORINE	CH811337	\$805.20

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 102194	\$805.20
US PAVING			
191173	CONT BD 112 N LINCOLN	22146	\$500.00
		Total for Check: 102195	\$500.00
VILLAGE OF HINSDALE-FINAN			
191140	PETTY CASH	04302015	\$33.38
191140	PETTY CASH	04302015	\$30.00
191140	PETTY CASH	04302015	\$23.20
191140	PETTY CASH	04302015	\$367.44
191140	PETTY CASH	04302015	\$85.98
191140	PETTY CASH	04302015	\$12.22
191140	PETTY CASH	04302015	\$20.00
191140	PETTY CASH	04302015	\$19.94
191140	PETTY CASH	04302015	\$56.05
		Total for Check: 102196	\$648.21
WAGeworks			
191222	FSA MONTHLY FEES	125AI0394263	\$18.00
191222	FSA MONTHLY FEES	125AI0394263	\$30.00
191222	FSA MONTHLY FEES	125AI0394263	\$24.00
191222	FSA MONTHLY FEES	125AI0394263	\$12.00
191222	FSA MONTHLY FEES	125AI0394263	\$12.00
191222	FSA MONTHLY FEES	125AI0394263	\$6.00
191222	FSA MONTHLY FEES	125AI0394263	\$12.00
		Total for Check: 102197	\$114.00
WAREHOUSE DIRECT INC			
190934	LAMINATOR	2695688-0	\$339.24
190937	POOL SUPPLIES	2689528-0	\$761.13
190960	CODING STAMPS	2666955-0	\$64.50
190962	OFFICE SUPPLIES	2692759-0	\$21.85
190962	OFFICE SUPPLIES	2692759-0	\$35.74
190962	OFFICE SUPPLIES	2692759-0	\$120.40
190962	OFFICE SUPPLIES	2692759-0	\$19.27
191046	OFFICE SUPPLIES	2700389-0	\$101.69
191069	TONER	2702482-0	\$79.59
191071	PRINTER DRUMS	2697685-0	\$249.50
191072	OFFICE SUPPLIES	2692754-0	\$75.82
191124	OFFICE SUPPLIES	C26443789-0	\$5.19
191210	OFFICE SUPPLIES	2687557-0	\$532.40
191211	OFFICE SUPPLIES	2693147-0	\$621.05
191211	OFFICE SUPPLIES	2693147-0	\$154.95
191211	OFFICE SUPPLIES	2693147-0	\$154.95
191211	OFFICE SUPPLIES	2693147-0	\$154.95
191212	OFFICE SUPPLIES	2700318-0	\$288.29
191213	OFFICE SUPPLIES	2705239-0	\$112.43
191234	PAPER SUPPLIES	2695877-0	\$220.59
191254	OFFICE SUPPLIES	2702717-0	\$12.82
		Total for Check: 102198	\$4,115.97
WARREN OIL COMPANY			

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
191105	FUEL	10906256	\$17,396.71
		Total for Check: 102199	\$17,396.71
WASHBURN MACHINERY, INC			
191053	WASHING MACHINE REPAIR	106632	\$209.00
		Total for Check: 102200	\$209.00
WERLEY, SUE			
191068	TREE REIMBURSEMENT	1493899	\$520.00
		Total for Check: 102201	\$520.00
WESTERN UTILITY CONTRACTO			
191107	CONT BD 201 E OGDEN	22367	\$1,250.00
		Total for Check: 102202	\$1,250.00
WIDAMAN SIGN			
191057	RELETTER FIRETRUCKS/AMBUL	20150094	\$1,425.00
		Total for Check: 102203	\$1,425.00
WILLOWBROOK FORD INC			
190955	REPAIRS - SQUAD 45	6186006/1	\$228.32
190997	SEAT COVERS	5102919	\$386.26
		Total for Check: 102204	\$614.58
ZEE MEDICAL			
191128	MEDICAL SUPPLIES	0100149035	\$37.09
		Total for Check: 102205	\$37.09
ILCMA			
191037	DUES	9006197241	\$400.25
		Total for Check: 102206	\$400.25

REPORT TOTAL \$413,253.20

END OF REPORT

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER Consent Agenda-ACA		DEPARTMENT Administration		
ITEM Approval of an Ordinance Amending Title 13 (Telecommunications) Chapter 5 (Cable Communications) Section 53 (Consumer Protection and Customer Service Provisions) of the Village Code of Hinsdale Relative to Cable and Video Customer Service Obligations		Darrell Langlois, Assistant APPROVAL Village Manager/ Finance Director 		
<p>Later on the agenda for this meeting, the Village Board will be considering a successor franchise agreement with Comcast for cable and video services in the Village. Before considering this item, the Village Attorney recommends that the Village consider updating Section 13-5-53 of the Village Code regarding Cable TV Consumer Protection and Customer Service Provisions.</p> <p>The current Village Code section was enacted in 2000 in conjunction with the current franchise agreement. Since 2000, there have been changes in state law that go well beyond the standards in the Village Code in the area of customer service standards by cable television providers. The proposed ordinance will replace the current Village Code language with language adopting by reference the State of Illinois Cable and Video Customer Protection Law, 220 ILCS 5/22-501. A background memorandum from the Village Attorney and a copy of the statute were provided in the paperwork for the first reading. Village staff recommends approval of the new provisions.</p> <p>The drafting of the franchise agreement that will be considered later on the agenda is based on the assumption that the Village will approve this ordinance.</p> <p>Motion: To Approve an Ordinance Amending Title 13 (Telecommunications) Chapter 5 (Cable Communications) Section 53 (Consumer Protection and Customer Service Provisions) of the Village Code of Hinsdale Relative to Cable and Video Customer Service Obligations</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
The first reading took place at the Village Board meeting on May 19, 2015 whereby it was recommended to be put on the consent agenda for the meeting on June 2, 2015				
BOARD ACTION:				

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 13 (TELECOMMUNICATIONS) CHAPTER 5
(CABLE COMMUNICATIONS) SECTION 53 (CONSUMER PROTECTION AND
CUSTOMER SERVICE PROVISIONS) OF THE VILLAGE CODE OF HINSDALE
RELATIVE TO CABLE AND VIDEO CUSTOMER SERVICE OBLIGATIONS**

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

SECTION 1: Section 53, entitled "Consumer Protection and Customer Service Provisions", of Chapter 5, entitled "Cable Communications," of Title 13, entitled "Telecommunications," of the Village Code of Hinsdale, is hereby amended to read in its entirety as follows:

"SECTION 13-5-53: CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS:

A. Adoption: The regulations of the Cable and Video Customer Protection Law, 220 ILCS 5/22-501, as amended, including the definitions therein, are hereby adopted by reference and made applicable to the cable or video providers offering services within the Village's boundaries.

B. Amendments: Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Section shall be incorporated into this Section by reference and shall be applicable to cable or video providers offering services within the Village boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Section by reference without formal action by the Corporate Authorities of the Village.

C. Enforcement: The Village does hereby, pursuant to law, declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the Village.

D. Penalties: The Village, pursuant to 220 ILCS 5/22-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable And Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed Seven Hundred Fifty and No/100 dollars (\$750.00) for each day of the material breach, and shall not exceed Twenty-Five Thousand and No/100 dollars (\$25,000.00) for each occurrence of a material breach per customer. In this regard:

PASSED this ____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2015, and
attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President


ATTEST:

Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of
_____, 2015.

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER Consent Agenda-ACA		DEPARTMENT Administration		
ITEM Approval of a Resolution Approving a Cable Television Franchise Agreement with Comcast of Illinois VI, LLC		Darrell Langlois, Assistant APPROVAL Village Manager/ Finance Director 		
<p>In 2000, the Village of Hinsdale entered into a franchise agreement with AT&T/Media One of Northern Illinois that allowed them access to place cable television equipment in the Village right-of way. Through subsequent ownership transfers, the rights of the franchise agreement are now held by Comcast. In order to create efficiencies in the cost of the negotiating process, for the 2000 agreement the Villages of Hinsdale, Burr Ridge, Willowbrook, and Clarendon Hills jointly hired an attorney to negotiate with AT&T/Media One that resulted in the existing fifteen year franchise agreement, which is scheduled to expire in June 2015. In preparation for entering into a successor agreement, we have been working with these same four communities and are jointly sharing the cost and using the services of Village Attorney Klein, Thorpe, and Jenkins to negotiate a new franchise agreement.</p> <p>At the time the current franchise agreement was negotiated, the Village had a great deal of latitude in negotiating contract terms including economics, content, free service, customer service expectations, and how they operate in the right-of-way. Since 2000, there has been significant State and Federal legislation enacted related to how cable television operates that supersedes many of the terms in our current franchise agreement. In effect, much of our local authority has been replaced with State and Federal rules and regulations. In order to address the changes in legislation, a model franchise agreement was developed by municipal attorneys in 2009 that has been agreed to with Comcast and is being used in all negotiations. The Village Attorney has advised us that there have been very few changes from the model agreement in franchise agreements that have been negotiated with Comcast since 2009.</p> <p>Attached is a memorandum from Gregory T. Smith of Klein, Thorpe, and Jenkins which highlights what is included in the new agreement. Although we attempted to negotiate some changes to the model agreement with Comcast (mostly service related), we were mostly unsuccessful. The proposed franchise agreement we are presenting for your consideration is in substantially the same form as the model agreement and is consistent with the agreements being presented in Willowbrook, Clarendon Hills, and Burr Ridge. Village staff recommends approval of the franchise agreement.</p> <p>Motion: To Approve a Resolution Approving a Cable Television Franchise Agreement By and Between the Village of Hinsdale and Comcast of Illinois VI, LLC</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: The first reading took place at the Village Board meeting on May 19, 2015 whereby it was recommended to be put on the consent agenda for the meeting on June 2, 2015				
BOARD ACTION:				

RESOLUTION NO. _____

**A RESOLUTION APPROVING
A CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN THE VILLAGE OF HINSDALE
AND COMCAST OF ILLINOIS VI, LLC**

WHEREAS, the Village of Hinsdale ("Village") is a municipal corporation organized pursuant to Illinois law; and

WHEREAS, the Village and Comcast of Illinois VI, LLC ("Comcast") have negotiated a new ten (10) year, non-exclusive cable franchise agreement that is entitled, "Cable Franchise Agreement By And Between The Village Of Hinsdale And Comcast of Illinois VI, LLC," a copy of which is attached hereto as **EXHIBIT A** and made a part hereof ("Franchise Agreement"); and

WHEREAS, the Village and Comcast desire to adopt the Franchise Agreement and to terminate and supersede any prior franchise agreement now in effect between them upon execution by the Village and Comcast of the Franchise Agreement; and

WHEREAS, Comcast has agreed to enter into the attached Franchise Agreement; and

WHEREAS, pursuant to 47 U.S.C. § 541(a) and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Village has the authority to grant a non-exclusive cable television franchise to Comcast to construct, operate and maintain a cable television system in the Village; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the health, safety and welfare of the residents, the property owners, the businesses and the public interest of the Village that the attached Franchise Agreement be approved and entered into with Comcast.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, ILLINOIS, AS FOLLOWS:

SECTION 1: Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale approve the Franchise Agreement. The President and Board of Trustees of the Village of Hinsdale further authorize and direct the President and Village Clerk, or their designees, to execute the Franchise Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Franchise Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this ____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ____ day of _____, 2015.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

EXHIBIT A

COMCAST FRANCHISE AGREEMENT

(attached)

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE
VILLAGE OF HINSDALE
AND
COMCAST OF ILLINOIS VI, LLC**

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Hinsdale, Illinois (hereinafter, the "Village") and Comcast of Illinois VI, LLC, (hereinafter, "Grantee") this ____ day of _____, 2015 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable

Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with Section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois VI, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and

agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced in accordance with 47 U.S.C. 531.

"Public Way" shall mean, pursuant and in addition to the definition of "Right-of-Way" in the Village's Construction of Utilities in the Right of Way Ordinance, in Section 7-1G-2 of the Hinsdale Village Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

"Village" means the Village of Hinsdale, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Resolution No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law notify the Grantee, or require the Grantee to be notified, within thirty (30) days of receipt of such an application, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Article 7-1G, entitled "Construction of Utility Facilities in Rights of Way," of the Hinsdale Village Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free

Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Section 13-5-53 of the Hinsdale Village Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues.

In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee, or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the

Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village's costs including reasonable attorney's fees. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 7-1G-8 of the Hinsdale Village Code, as amended from time to time.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. The Village's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village utilizes one (1) PEG Channel. The Village may request, and Grantee shall provide, a second PEG channel within one hundred eighty (180) days advance written notice by the Village and sufficient proof that the current Channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program schedule of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing Channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the existing channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Once provided, the second Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such second Channel. Any such removal or withdrawal shall not

occur until after Grantee has given the Village written notice that the use of the existing Channel provided as of the Effective Date of the Agreement is not sufficient to justify the provision of the second Channel. The Village shall have one hundred twenty (120) days to establish the utilization of the first Channel is sufficient to justify the continued provision of the second Channel. Any cost for the activation of the additional Channel shall be paid for by the Village. The Grantee shall offer the Village's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. However, the PEG Channel is, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from schools and/or Village facilities (other than the origination point which exists as of the Effective Date); or at such time that the Village determines that it wants to change or upgrade a location from which PEG access programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery systems from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in the Agreement.

8.5. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month – or such other greater amount as may be agreed to by the Village and Grantee – to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. During the term of this Agreement, the Grantee shall collect the external charge and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. Said collection and payments shall continue until such time as the amount set forth in said plan and notice has been collected and paid. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided

that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Said PEG Capital Fee shall be imposed within ninety (90) days of the Village's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rates as quoted by JP Morgan Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of twelve (12) hours where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the

event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Section 15-3-53 of the Hinsdale Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Article 7-1G of the Hinsdale Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in Rights Of Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado

or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521
ATTN: Village Manager

To the Grantee:

Comcast
155 Industrial Drive
Elmhurst, Illinois 60126
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full

force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Hinsdale:

For Comcast of Illinois VI, LLC:

By: _____

By: _____

Name: Thomas K. Cauley, Jr.

Name: _____

Title: Village President

Title: _____

Date: _____

Date: _____

REQUEST FOR BOARD ACTION

8d

AGENDA SECTION NUMBER Consent Agenda - ZPS	ORIGINATING DEPARTMENT Police Department
ITEM Changes to Lease Agreement for Middle School Parking Lot with School District 181.	APPROVED Chief Bradley Bloom

The Village has an existing lease agreement with School District 181 for Village use of the parking lot on the west side of the Middle School and south of the Washington Street parking lot (current lease attached). The leased parking lot has been incorporated into and is part of the Washington Street parking lot. The lot is designated as a "shopper only" parking lot and is available to permit and pay box usage. This parking area is depicted on the attached map (Figure #2).

Currently, School District 181 has a mobile classroom housed in the leased portion of the Washington Lot. Representatives from District 181 met with Village Staff proposing to add an additional mobile classroom in a space just south of the existing mobile classroom within the leased lot. See attached map (Figure #3). The additional mobile classroom would result in the loss of 17 additional parking spaces within the leased lot. The mobile classroom will remain in place for the next 3-5 years. The current parking conditions are included in the attached maps (Figure #1).

The terms of the original lease agreement with District 181 called for the Village to construct, maintain and provide electricity to the 54-space parking lot. Additionally, the Village is to provide 10 parking permits for this lot for District 181 use. The terms of the most current agreement, which was completed in 2009, were modified when the first mobile classroom was added.

School District 181 is aware of the scarcity of available parking in the area and considered a variety of locations for both mobile classrooms that were cost prohibitive.

Staff worked with District 181 to modify the terms in the lease agreement in order to minimize the impact on available shopper parking in this area and came to a tentative agreement as follows:

District 181 would relinquish 10 permit spaces in the Washington lot and provide 5 additional diagonal spaces from their staff parking area located on the northernmost row (just east of the covered walkway from the Washington Street parking lot to First Street). These spaces would be renumbered and included in the Washington Street parking lot pay box system. Three additional spaces would be added to the south end of the lot to what is now an aisle area. This agreement will result in one additional space being added to the Washington Street parking lot. The proposed changes are included in the attached map marked Figure #3.

Staff believes these terms are acceptable and best mitigate the impact of the additional mobile classroom will have on our parking supply. A modified lease agreement is attached.

MOTION: To recommend that the Village Board approve an amended lease agreement with School District 181 for use of the parking lot located at 100 S. Garfield Street.

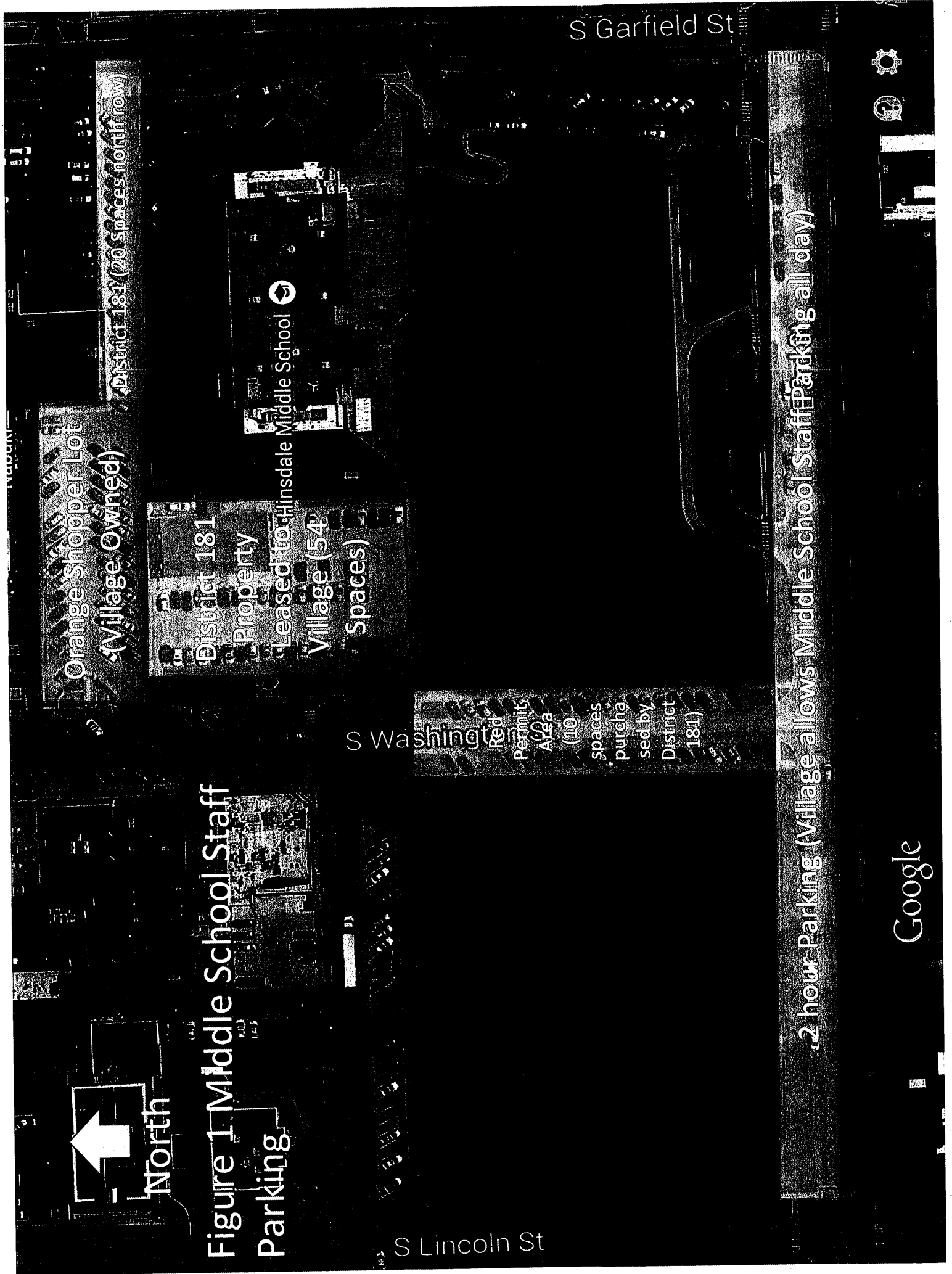
Approval	Approval	Approval	Approval	Manager's Approval
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BOARD ACTION :

At the May 19, 2015 meeting of the Village Board, a first reading of this item resulted in consensus of the Board to move the item forward to the Consent Agenda on June 2, 2015.



Figure 1 Middle School Staff
Parking



Google

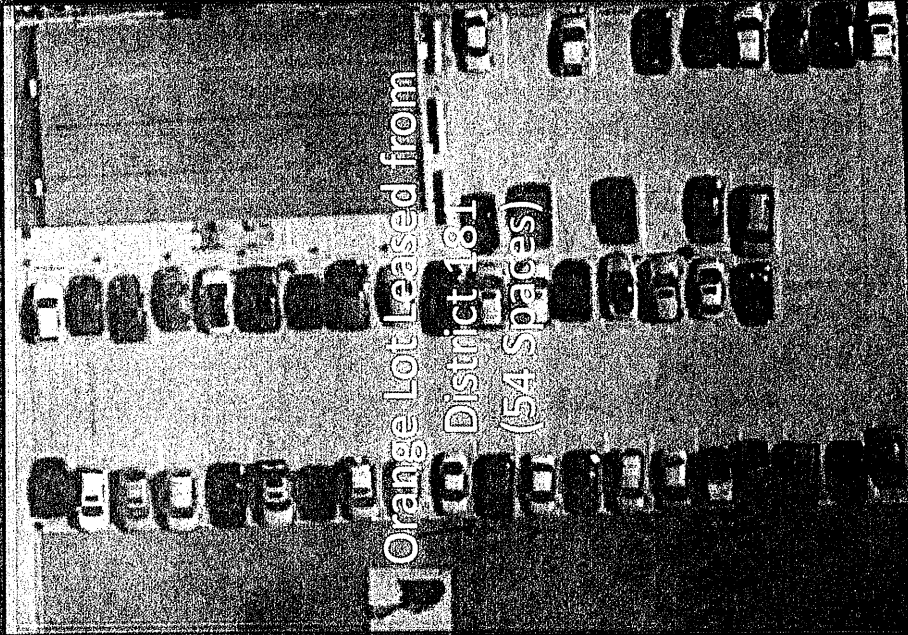


North

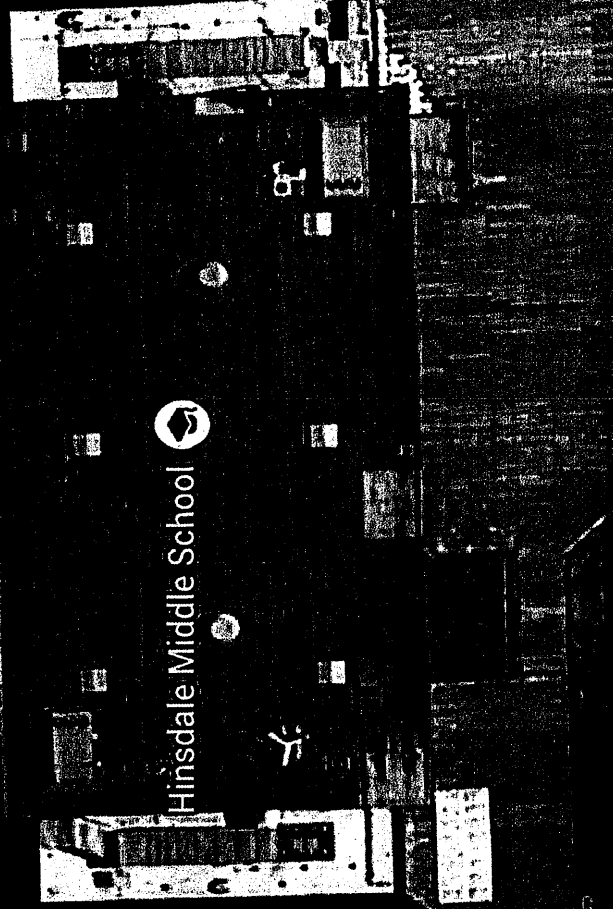
Figure 2 Current Orange



Orange Shopper Lot



Orange Lot Leased from District 181 (54 Spaces)



Hinsdale Middle School

Figure 3 with Proposed
Changes

North

10 total permits returned from this area.

- 17 Spaces Lost From 2nd Mobile Classroom
- Add 3 spaces (aisle eliminated)
- Add 5 spaces from Middle School Lot.
- 10 Permits from Shopper Lot Returned to Village
- Net Change plus 1 space

Hinsdale Middle Sch

LEASE AGREEMENT

This Lease Agreement is made and entered into this _____ day of June, 2015 by and between the **Board of Education of COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 181** (the "Landlord"), and the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Tenant").

RECITALS:

WHEREAS, Landlord and Tenant are parties to a lease agreement dated April 28, 2009, which includes the property set forth in Exhibit A, attached to and made a part of this Lease Agreement by reference (the "Premises"); and

WHEREAS, Landlord has determined that a portion of the Premises will be needed for school purposes beginning with the 2015-2016 school year; and

WHEREAS, as a result of Landlord's need for a portion of the Premises for school purposes beginning with the 2015-2016 school year, Tenant will lose the use of approximately 17 parking spaces for which the Premises are used; and

WHEREAS, as a result of Tenant's loss of the use of approximately 17 parking spaces for which the Premises are used, Landlord agrees to permit Tenant to eliminate the aisle area currently on the Premises and to create or add and number three (3) additional spaces thereon; and

WHEREAS, also as a result of Tenant's loss of the use of approximately 17 parking spaces for which the Premises are used, Landlord agrees to permit Tenant to lease Additional Premises as set forth in Exhibit B, attached to and made a part of this Lease Agreement by reference (the "Additional Premises"); and

WHEREAS, said Additional Premises consist of 5 diagonal parking spaces which are currently in the staff parking lot in the northernmost row, east of the covered walkway from the Washington Street parking lot to First Street; and

WHEREAS, Landlord agrees to permit Tenant to number the five additional diagonal spaces on the Additional Premises and add them to the Premises; and

WHEREAS, Tenant desires to continue leasing that portion of the Premises which continue not to be needed for school purposes and to Lease the Additional Premises; and

WHEREAS, Landlord may lease school property to Tenant pursuant to Section 20-22.11 of the Illinois School Code (105 ILCS 5/10-22.11); and

WHEREAS, Landlord has determined that entry into this Lease Agreement is in the best interests of the School District and its residents;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and in the exercise of their powers and authority under Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.), and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the parties hereby agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Lease Agreement by reference.

Section 2: Lease of Property. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the marked portion of the Premises and the Additional Premises, upon the terms and conditions and agreements hereinafter set forth.

Section 3: Term of Lease Renewal. This Lease Agreement shall be for the term beginning July 1, 2015 (the "Commencement Date") and ending on a future June 30th year to be determined when the portable classrooms are no longer needed by the school. The lease agreement between the parties dated April 28, 2009, shall expire and otherwise terminate without further action of the parties on June 30, 2015, and the term of said April 28, 2009 lease agreement is hereby amended accordingly.

Section 4: Permitted Use. The leased portion of the Premises and the Additional Premises shall be used by Tenant only for the operation of a municipal parking lot and related uses (the "Permitted Use") and no other use.

Section 5: Rent. Tenant agrees to pay to Landlord the sum of \$10.00 as the total rent for the leased portion of the Premises and the Additional Premises (the "Total Rent"). The Total Rental shall be paid in one lump sum on or before the Commencement Date.

Section 6: Condition of Premises. Tenant accepts possession of the leased portion of the Premises and the Additional Premises "as is" at the Commencement Date.

Section 7: Alterations and Improvements. Tenant shall not, except with the prior written consent of Landlord, make additions, alterations, changes or improvements to the leased portion of the Premises and the Additional Premises or any part thereof.

Section 8: Utilities. During the term of this Lease Agreement, Tenant shall pay all electrical charges incurred for the operation of any lighting installed on the Premises, but not the Additional Premises.

Section 9: Maintenance. During the term of this Lease Agreement, Tenant agrees to maintain the leased portion of the Premises and the Additional Premises in a clean, safe, and orderly manner in full compliance with all applicable State and local laws and regulations. Tenant agrees to maintain any landscaping installed on the leased portion of the Premises and the Additional Premises, to dispose of all refuse and litter deposited on the leased portion of the Premises and the Additional Premises, to perform all snow plowing of the leased portion of the Premises and the Additional Premises, and to timely repair all signage, equipment, or appurtenances placed upon the Premises and the Additional Premises by Tenant. In addition, Tenant agrees to make necessary repairs to the leased portion of the Premises and the Additional Premises during the Lease Term and any extension thereof.

Section 10: Liability Insurance. Tenant agrees to carry public liability insurance or risk management insurance, during the term of this Lease Agreement, naming Landlord as an

additional insured, covering the leased portion of the Premises and the Additional Premises for injury or death to any person(s), and property damages, in an amount not less than \$1,000,000 and to pay any premiums therefor and to deliver certificates of insurance thereof to Landlord.

Section 11: Landlord Insurance. Landlord agrees to carry public liability insurance or risk management insurance, during the term of this Lease Agreement, naming Tenant as an additional insured, covering the Premises and the Additional Premises for injury or death to any person(s), and property damages, in an amount not less than \$1,000,000 and to pay any premiums therefor and to deliver certificates of insurance thereof to Tenant. Landlord shall have no liability for, nor any responsibility to insure against the loss, theft, damage, or destruction of any personalty or improvements placed on the Premises and the Additional Premises by Tenant or its employees, licensees, permittees, or invitees.

Section 12: Indemnification. Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the leased portion of the Premises and the Additional Premises or any part thereof, or occasioned by any act or omission of Tenant, its agents, contractors, employees, or servants. Landlord will indemnify Tenant and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the use by Landlord of the leased portion of the Premises and the Additional Premises or any part thereof or occasioned by any act or omission of Landlord, its agents, contractors, employees, or servants. In case Landlord or its officers, employees, or agents, or their successors or assigns shall, without fault on their part, be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, then Tenant shall protect and hold Landlord and its officers,

employees, and agents, or their successors or assigns, harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by them in connection with such litigation not otherwise covered by public liability insurance or risk management insurance.

Section 13: Assignment and Subletting. Tenant shall not sell, assign, hypothecate, sublet, or transfer this Lease Agreement or Tenant's interest hereunder, or subject the leased portion of the Premises and the Additional Premises or any part thereof, to be used for any purpose other than for the Permitted Use, without the prior written consent of Landlord in each instance. Such consent by Landlord in one instance shall not be construed as relieving Tenant from obtaining the express written consent of Landlord in each subsequent instance. Every assignee, sublessee, or transferee shall use the leased portion of the Premises and the Additional Premises only for the Permitted Use.

Section 14: Termination. Tenant may terminate this Lease Agreement at any time without cause. If so terminated, such termination shall be effective upon 30 days written notice to the Landlord. Landlord may terminate this Lease Agreement at any time for default or breach by Tenant of any obligation under this Lease Agreement; provided that Landlord shall give written notice to Tenant of such default or breach, and Tenant shall have 30 days after the date of such notice to cure such default or breach. Notwithstanding any provision herein to the contrary, Landlord may also terminate this Lease Agreement upon six months' prior written notice to Tenant, if Landlord determines that the Premises and the Additional Premises are required for the operation of Hinsdale Middle School.

Section 15: Local Ordinances and Regulation. Tenant will in every respect comply with applicable local codes and ordinances.

Section 16: Rights and Remedies. The various rights and remedies granted in this Lease Agreement to Landlord and Tenant shall be cumulative and in addition to any other remedies Landlord and Tenant may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's or Tenant's right to exercise any other right or remedy.

Section 17: Surrender of Premises and the Additional Premises. At the termination of this Lease Agreement, Tenant shall surrender the Premises and the Additional Premises to Landlord in as good condition and repair as reasonable and proper use thereof would permit. At the end of the term hereof, Tenant may, within 30 days, remove any equipment or personal property placed on the Premises and the Additional Premises by Tenant.

Section 18: Severability. Any provision of this Lease Agreement that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

Section 19: Waiver. No waiver by Landlord of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision.

Section 20: Entire Agreement; Amendments. This Lease Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties hereto,

Section 21: Taxes. If the Premises and the Additional Premises, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term, and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Landlord and Tenant each shall have the right to challenge, at their own expense, any loss of tax exempt status of the Premises and the Additional Premises or any part thereof.

Section 22: Notices. Any notice required or permitted to be given under this Lease Agreement shall be in writing and may be given personally, by facsimile or by first-class mail, postage prepaid, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties' representatives, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

IN WITNESS WHEREOF the parties hereto have duly approved and, by their duly authorized representatives, signed and sealed this Lease Agreement in DuPage County, Illinois, on the date first above written.

TENANT:

VILLAGE OF HINSDALE

By: _____
 President

ATTEST:

 Clerk

Village of Hinsdale
Attention: Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521
Facsimile No. (630) 789-7015

LANDLORD:

**BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 181**

By: _____
 President

ATTEST:

 Secretary

Community Consolidated School
District No. 181
Attention: President, Board of Education
1010 Executive Court, Suite 100
Westmont, Illinois 60559
Facsimile No. (630) 887-1079



North

Lease Exhibit A and B

Premises (A)



Additional
Premises (B)

Hinsdale Middle School



- 17 Spaces Lost From 2nd Mobile Classroom
- Add 3 spaces (aisle eliminated)
- Add 5 spaces from Middle School Lot.

LEASE AGREEMENT

- 2009

This Lease Agreement is made and entered into this 28th day of April, 2009 by and between the Board of Education of COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 181, (the "Landlord"), and the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Tenant").

RECITALS:

WHEREAS, Landlord and Tenant are parties to a lease agreement dated June 14, 1990, which includes the property set forth in Exhibit A, attached to and made a part of this Lease Agreement by reference (the "Premises"); and

WHEREAS, Landlord has determined that a portion of the Premises will be needed for school purposes beginning with the 2009-2010 school year;

WHEREAS, Tenant desires to continue leasing that portion of the Premises which continue not to be needed for school purposes; and

WHEREAS, Landlord may lease school property to Tenant pursuant to Section 20-22.11 of the Illinois School Code (105 ILCS 5/10-22.11); and

WHEREAS, Landlord has determined that entry into this Lease Agreement is in the best interests of the School District and its residents;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and in the exercise of their powers and authority under Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Local Government Property Transfer Act (50 ILCS 605/0.01 *et seq.*), and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the parties hereby agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Lease Agreement by reference.

Section 2: Lease of Property. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the marked portion of the Premises, upon the terms and conditions and agreements hereinafter set forth.

Section 3: Term of Lease; Renewal. This Lease Agreement shall be for term beginning July 1, 2009 (the "Commencement Date") and ending on a future June 30th, year to be determined when the portable classrooms are no longer needed by the school. The lease agreement between the parties dated June 14, 1990 shall expire and otherwise terminate without further action of the parties on June 30, 2009, and the term of said June 14, 1990 lease agreement is hereby amended accordingly.

Section 4: Permitted Use. The leased portion of the Premises shall be used by Tenant only for the operation of a municipal parking lot and related uses (the "Permitted Use") and no other use.

Section 5: Rent. Tenant agrees to pay to Landlord the sum of \$10.00 as the total rent for the leased portion of the Premises (the "Total Rent"). The Total Rental shall be paid in one lump sum on or before the Commencement Date.

Section 6: Condition of Premises. Tenant accepts possession of the leased portion of the Premises "as is" at the Commencement Date.

Section 7: Alterations and Improvements. Tenant shall not, except with the prior written consent of Landlord, make additions, alterations, changes or improvements to the leased portion of the Premises or any part thereof.

Section 8: Utilities. During the term of this Lease Agreement, Tenant shall pay all electrical charges incurred for the operation of any lighting installed on the Premises.

Section 9: Maintenance: During the term of this Lease Agreement, Tenant agrees to maintain the leased portion of the Premises in a clean, safe, and orderly manner in full compliance with all applicable State and local laws and regulations. Tenant agrees to maintain any landscaping installed on the leased portion of the Premises, to dispose of all refuse and litter deposited on the leased portion of the Premises, to perform all snow plowing of the leased portion of the Premises, and to timely repair all signage, equipment, or appurtenances placed upon the Premises by Tenant. In addition, Tenant agrees to make necessary repairs to the leased portion of the Premises during the Lease Term and any extension thereof.

Section 10: Landlord's Exclusive Use. ~~Landlord shall also receive 10 permits for~~ parking spaces on the leased portion of the Premises, without any charge or fee, during regular school hours on days when school is in session and for other, occasional after-school and weekend school-sponsored activities. At all other times, Tenant shall have the exclusive right to use all available parking spaces constructed on the leased portion of the Premises.

Section 11: Liability Insurance. Tenant agrees to carry public liability insurance or risk management insurance, during the term of this Lease Agreement, naming Landlord as an additional insured, covering the leased portion of the Premises for injury or death to any person(s), and property damages, in an amount not less than \$1,000,000 and to pay any premiums therefor and to deliver certificates of insurance thereof to Landlord.

Section 12: Landlord Insurance. Landlord agrees to carry public liability insurance or risk management insurance, during the term of this Lease Agreement, naming Tenant as an additional insured, covering the Premises for injury or death to any person(s), and property

damages, in an amount not less than \$1,000,000 and to pay any premiums therefor and to deliver certificates of insurance thereof to Tenant. Landlord shall have no liability for, nor any responsibility to insure against the loss, theft, damage, or destruction of any personalty or improvements placed on the Premises by Tenant or its employees, licensees, permittees, or invitees.

Section 13: Indemnification: Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the leased portion of the Premises or any part thereof, or occasioned by any act or omission of Tenant, its agents, contractors, employees, or servants. Landlord will indemnify Tenant and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the use by Landlord of the leased portion of the Premises or any part thereof or occasioned by any act or omission of Landlord, its agents, contractors, employees, or servants. In case Landlord or its officers, employees, or agents, or their successors or assigns, shall, without fault on their part, be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, then Tenant shall protect and hold Landlord and its officers, employees, and agents, or their successor or assigns, harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by them in connection with such litigation not otherwise covered by public liability insurance or risk management insurance.

Section 14: Assignment and Subletting. Tenant shall not sell, assign, hypothecate, sublet, or transfer this Lease Agreement or Tenant's interest hereunder, or subject the leased portion of the Premises or any part thereof, to be used for any purpose other than for the Permitted Use, without the prior written consent of Landlord in each instance. Such consent by Landlord in one instance shall not be construed as relieving Tenant from obtaining the express written consent of Landlord in each subsequent instance. Every assignee, sublessee, or transferee shall use the leased portion of the Premises only for the Permitted Use.

Section 15: Termination. Tenant may terminate this Lease Agreement at any time without cause. If so terminated, such termination shall be effective upon 30 days written notice to the Landlord. Landlord may terminate this Lease Agreement at any time for default or breach by Tenant of any obligation under this Lease Agreement; provided that Landlord shall give written notice to Tenant of such default or breach and Tenant shall have 30 days after the date of such notice to cure such default or breach. Notwithstanding any provision herein to the contrary, Landlord may also terminate this Lease Agreement upon six months' prior written notice to Tenant, if Landlord determines that the Premises are required for the operation of Hinsdale Middle School.

Section 16: Local Ordinances and Regulations. Tenant will in every respect comply with applicable local codes and ordinances.

Section 17: Rights and Remedies. The various rights and remedies granted in this Lease Agreement to Landlord and Tenant shall be cumulative and in addition to any other remedies Landlord and Tenant may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's or Tenant's right to exercise any other right or remedy.

Section 18: Surrender of Premises. At the termination of this Lease Agreement, Tenant shall surrender the Premises to Landlord in as good condition and repair as reasonable and proper use thereof would permit. At the end of the term hereof, Tenant may, within 30 days, remove any equipment or personal property placed on the Premises by Tenant.

Section 19: Severability. Any provision of this Lease Agreement that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

Section 20: Waiver. No waiver by Landlord of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision.

Section 21: Entire Agreement; Amendments. This Lease Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

Section 22: Taxes. If the Premises, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term, and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Landlord and Tenant each shall have the right to challenge, at their own expense, any loss of tax exempt status of the Premises or any part thereof.

Section 23: Notices. Any notice required or permitted to be given under this Lease Agreement shall be in writing and may be given personally, by facsimile or by first-class mail,

postage prepaid, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties' representatives, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

IN WITNESS WHEREOF the parties hereto have duly approved and, by their duly authorized representatives, signed and sealed this Lease Agreement in DuPage County, Illinois on the date first above written.

TENANT:

VILLAGE OF HINSDALE

By: Muf O'Wae
President

ATTEST: Christine M. Brubaker
Clerk, Deputy

Village of Hinsdale
Attention: Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521
Facsimile No. (630) 789-7015

LANDLORD:

BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 181

By: Lise Amodeo
President

ATTEST: Francesca Rosenthal
Secretary

Community Consolidated School
District No. 181
Attention: President, Board of Education
1010 Executive Court, Suite 100
Westmont, IL 60559
Facsimile No. (630) 887-1079

rs7f8d181du\Agreements\HMS_PkgLotLeaseAgr_032309.doc

Field

South of the classroom

DATE: June 2, 2015

8e

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda – ZPS	ORIGINATING DEPARTMENT Community Development			
ITEM Amendment to International Property Maintenance Code with respect to allowable height of grass & weeds.	APPROVAL Robert McGinnis Director of Community Development/ Building Commissioner			
<p>Staff recently noted that when the 2006 International Property Maintenance Code was adopted by the Village in 2008, an oversight was made in that no specific allowable height was specified for tall grass and weeds. This was primarily due to the fact that 2006 was the first edition in which this "add-in-provision" was made a part of the Code.</p> <p>Staff is recommending that the Board of Trustees amend Title 9 (Building Regulations) and limit the allowable height of grass and weeds to eight (8) inches as has historically been the case.</p> <p>If the Board of Trustees finds that this request is justified, the following motion would be appropriate:</p> <p>MOTION: "To Recommend to the Board of Trustees approval of an Ordinance Amending Section 9-4-2 of the Village Code of Hinsdale Relative to Property Maintenance".</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION: At the Village Board meeting of May 19, 2015, the item was approved by a consensus of the Board to be moved to the Consent Agenda for June 2, 2015.				

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 9-4-2 OF THE VILLAGE CODE OF
HINSDALE RELATIVE TO PROPERTY MAINTENANCE**

WHEREAS, the Village of Hinsdale is authorized to adopt codes by reference pursuant to Section 1-3-2 of the Illinois Municipal Code (65 ILCS 5/1-3-2); and

WHEREAS, pursuant to said authority, the Village has previously, in Title 9 (Building Regulations), Chapter 4 (Property Maintenance Code) of the Village Code of the Village of Hinsdale, adopted the International Property Maintenance Code, 2006 edition, with certain amendments, revisions and changes; and

WHEREAS, pursuant to the authority provided by Section 1-3-2 of the Illinois Municipal Code, the President and Board of Trustees of the Village of Hinsdale desire to further amend the International Property Maintenance Code, 2006 edition, relative to weed and plant growth height; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the health, welfare and safety of the residents, property owners and the businesses of the Village, to enact the code amendments as set forth below.

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 9 (Building Regulations), Chapter 4 (Property Maintenance Code), Section 2 (Amendments, Revisions, and Changes) of the Village Code of the Village of Hinsdale is hereby amended to add the following new amendment, revision and/or change to the International Property Maintenance Code, 2006 edition, in its proper numerical order:

"302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches."

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such

decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code provision set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

9a

DATE: June 2, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading – ACA		ORIGINATING DEPARTMENT Administration		
ITEM Approval of an Ordinance Amending Subsection 3-3-5G of the Village Code of Hinsdale Related to the Number of Class B Full Service Restaurant Liquor Licenses		APPROVED Timothy J. Scott, AICP, CNU-A Director of Econ. Develop. & Urban Design		
<p>The Village has two (2) new full-service restaurants slated for the B-2 Central Business District (CBD), namely, Fuller House and Casa Margarita, at 35 East First Street and 25 East Hinsdale Avenue, respectively.</p> <p>Fuller House is planning an early June opening, while Casa Margarita is targeting a fall opening in time for the holiday season.</p> <p>In order to accommodate these two new restaurants, and the recently opened Vistro, the number of Class B Full Service Restaurant Liquor Licenses in the Village Code will have to increase from the current total of eight (8) to an updated total of eleven (11).</p> <p>For reference, current Class B Full Service Restaurant Liquor License holders include: Baldinelli, Cine, Fox's, Hua Ting, Il Poggiolo, Jade Dragon, Nabuki, Vistro, and Wild Ginger.</p> <p>Should the Village Board of Trustees concur with this recommendation to increase the number of Class B Full Service Restaurant Liquor Licenses from eight (8) to eleven (11), the following motion would be appropriate:</p> <p>MOTION: To Approve an Ordinance Amending Subsection 3-3-5G of the Village Code of Hinsdale Related to the Number of Class B Full Service Restaurant Liquor Licenses</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

**VILLAGE OF HINSDALE
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING SUBSECTION 3-3-5G
OF THE VILLAGE CODE OF HINSDALE
RELATED TO THE NUMBER OF LIQUOR LICENSES**

WHEREAS, the Village of Hinsdale carefully licenses and regulates the sale and service of alcoholic liquor in the Village;

WHEREAS, among the alcoholic liquor regulations are limits on the number of available licenses in each license class, which limits are set forth in Subsection 3-3-5G of the Village Code of Hinsdale; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have determined that it is appropriate and in the best interests of the Village and its residents to amend Subsection 3-3-5G as provided in this Ordinance;

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

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

Section 2. Amendment of Subsection 3-3-5G. Subsection 3-3-5G, titled "Number Of Licenses," of the Village Code of Hinsdale shall be, and it is hereby, amended in its entirety so that said Subsection 3-3-5G shall hereafter be and read as follows:

3-3-5: LOCAL LIQUOR LICENSES:

* * *

G. Number of Licenses:

<u>License Category</u>	<u>Number of Licenses</u>
Class A1 Supermarket	1
Class A2 Gourmet Food	2
Class A3 Wine Boutique	2
Class A4 Premium higher alcohol content spirits	2
Class A5 Drug Store/Beer & Wine	1
Class A6 Convenience store w/ gasoline sales	2
Class A7 Convenience store w/o gasoline sales	1
Class B Full Service Restaurant	8 11
Class C Limited Service Restaurant	3

Class D Not For Profit Annual	2
Class E Cooking Class Tasting	1
Class D Not For Profit Special Event	(As determined from time
Class E Business Special Event	to time by Hinsdale Liquor
Class F New Year's Eve	Control Commissioner)
Class G Corkage	

Section 3. Effective Date. This Ordinance shall be in full force and effect on immediately following its passage and approval. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

PASSED this _____ day of _____, 2015.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2015.

Village President

ATTEST:

Village Clerk

DATE: June 2, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER Second Reading - EPS	DEPARTMENT Public Services
ITEM Grant Program Assistance Agreement between Illinois Emergency Management Agency (IEMA) and the Village of Hinsdale for Graue Mill Flood Control Project	APPROVAL Daniel M. Deeter Village Engineer

The Village attorney has coordinating with the Illinois Emergency Management Agency (IEMA) to update the State-Local Hazard Mitigation Grant Program (HMGP) Assistance Agreement to agree with the agreements with DuPage County and the Graue Mill Homeowners Association approved by the Village of Hinsdale Board of Trustees on May 5, 2015. Extensive stormwater flooding occurred in July 2010 and April 2013 in the Graue Mill Subdivision, which is located along Salt Creek between York Road and I-294, in the North-East portion of the Village of Hinsdale. As a consequence of this flooding, extensive damage was caused to the homes, streets, yards and motor vehicles of a large number of Graue Mill residents.

The project funding is shown below:

• FEMA/IEMA grant	\$2,576,475
• DuPage County	\$ 626,438
• Village of Hinsdale	\$ 104,000
• Graue Mill Homeowners Associations	<u>\$ 128,387</u>
• Total Estimated Project Cost	\$3,435,300

At the first reading on May 19, 2015, only a draft of the IEMA agreement was available. This second reading contains the finalized agreement between the Village and IEMA. No additional changes have been made to the document subsequent to the version provided to the Board on May 19.

MOTION: To Approve Entering into the State-Local Hazard Mitigation Grant Program (HMGP) Assistance Agreement Between the Illinois Emergency Management Agency and the Village of Hinsdale for the Graue Mill Flood Control Project.

	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: At the May 19, 2015 Board of Trustees meeting, the Board approved the item to be moved to a second reading.				
BOARD ACTION:				

Daniel Deeter

From: Carmen P. Forte <cpforte@KTJLAW.com>
Sent: Monday, May 18, 2015 8:56 AM
To: Kathleen Gargano; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement
Attachments: IEMA Grant Agreement - Graue Mill - 5_18_15.DOC

All:

IEMA approved our final changes to the grant agreement this morning. Attached is a clean copy.

Please do not hesitate to contact me with any questions or concerns.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
T 312 984 6435 F 312 984 6444
cpforte@ktjlaw.com | www.ktjlaw.com

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From: Carmen P. Forte
Sent: Tuesday, May 12, 2015 12:51 PM
To: 'Kathleen Gargano'; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement

All:

IEMA is reviewing the final draft I sent last week to you, which included the minor change to section 10 that allows for third parties to perform future maintenance. In addition, according to IEMA, the period for the grant funding requests is not set yet, but likely will be ending on 6/30/17. However, the Village and IEMA will be able to request at least a year extension to that funding end date, as FEMA is willing to do so for projects that are active and making progress. According to IEMA, there will be no issues with funding after that date.

I will advise as soon I receive the final draft from IEMA. I told them I would like it back asap, preferably by tomorrow.

Thanks.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
T 312 984 6435 F 312 984 6444
cpforte@ktjlaw.com | www.ktjlaw.com

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From: Kathleen Gargano [<mailto:kgargano@villageofhinsdale.org>]
Sent: Thursday, May 07, 2015 3:44 PM

To: Carmen P. Forte; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement

Thanks! I hope we might be able to have this on the Board's agenda on the 19th.

Kathleen A. Gargano
Village Manager
Village of Hinsdale
630.789.7013 (direct)
630.789.7015 (fax)
kgargano@villageofhinsdale.org

From: Carmen P. Forte [<mailto:cpforte@KTJLAW.com>]
Sent: Thursday, May 07, 2015 3:04 PM
To: Kathleen Gargano; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement

Attached is a current draft from IEMA. IEMA is willing to remove and reserve sections 20-34, which only applied to acquisition and relocation projects, which this project is not. The header of the document has a timeframe of the grant, beginning at the date of execution, and ending on 12/31/16. At my request, IEMA is currently confirming the ability of the Village to request an extension of the agreement to the end of 2018, to satisfy what we expect to be the timeframe for completion of the entire project. IEMA did note that its policy has been to limit the agreements to a two year period, but that it is typically open to later amendments in the term, as long as work is progressing on the project.

Nothing in the agreement expressly prevents the Village from entering into another agreement to meet the maintenance requirements of section 10. Section 10 in itself is somewhat vague, but more beneficial to the Village, as it doesn't put any express conditions on the Village's requirement to provide maintenance, other than that it should be "appropriate" and follow all applicable ordinances, codes and standards. I believe that my addition to allow a third-party agreement to provide this maintenance would document the Village's right to do so.

If you would like any further revisions to the agreement, please do not hesitate to contact me. I will advise when IEMA responds to my inquiry about the term of the agreement.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
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Chicago, Illinois 60606-2903
T 312 984 6435 F 312 984 6444
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From: Kathleen Gargano [<mailto:kgargano@villageofhinsdale.org>]
Sent: Thursday, May 07, 2015 2:26 PM
To: Daniel Deeter; George Peluso; Carmen P. Forte
Subject: IEMA agreement

How soon until we have this agreement ready?

Kathleen A. Gargano
Village Manager

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
STATE-LOCAL HAZARD MITIGATION GRANT PROGRAM (HMGP)
ASSISTANCE AGREEMENT
(FEMA-DR-1935-IL)**

Fiscal Years 2015 - 2017 (Date of Execution – December 31, 2016)

This Grant Agreement between the Illinois Emergency Management Agency (the IEMA/Grantee) and the Village of Hinsdale (the Subgrantee), Federal Taxpayer Identification Number 36-6005930 shall be effective on the date signed by the IEMA. It shall apply to all Hazard Mitigation Grant Program (HMGP) assistance provided by the Federal Emergency Management Agency (FEMA) through the IEMA to the Subgrantee as a result of the presidentially declared disaster occurring within the State of Illinois (**FEMA-DR-1935-IL**).

Be it resolved by the Subgrantee, that the individual named below

Tom Cauley, Village President

has the legal authority and is hereby authorized to execute documents for and in behalf of the Subgrantee, an eligible jurisdiction as determined by the Federal Emergency Management Agency. The purpose of this designation is so that the individual whose name appears above will be the authorized representative for obtaining Federal or State Hazard Mitigation Grant Program funds.

The Subgrantee hereby assures and certifies that the project will comply with the State of Illinois and the Federal Emergency Management Agency regulations. Also, the Subgrantee gives assurance and certifies under oath that all information in the grant agreement is true and correct to the best of the Subgrantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; with respect to and as a condition for the grant that the following provisions will be adhered to:

FINANCIAL INFORMATION AND REQUIREMENTS

1. This Grant Agreement in the amount of **\$2,576,475** will serve as the contract between the IEMA and the Subgrantee for the purpose of multiple stormwater improvements at the Graue Mill Condominium Complex.
 - a. Total estimated cost of the project is \$3,435,300.
Total IEMA share is **\$2,576,475**. This figure has two components: the project cost and the pre-award cost. The project cost includes the costs associated with stormwater improvements. The specific eligible costs are detailed in the final approved scope of work. This figure also includes pre-award costs in the amount of \$109,152.80 incurred by the Subgrantee during the period from 1/1/2010 – 12/13/14. Pre-award costs, such as the cost for application development, pre-construction engineering and design work, and organizational meetings, are

subject to all applicable Federal eligibility requirements (44 CFR 206.439).

2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving HMGP funds.
3. The Subgrantee is aware that the HMGP requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Subgrantee may be required to provide and/or secure the full non-Federal share for mitigation activities.
4. The HMGP funds requested for this project shall not and will not duplicate benefits received for the same loss from any other funds.
5. This Grant Agreement may be amended by the Grantee as required because of:
 - changes in State laws or regulations;
 - an extension in the term;
 - an increase in the amount; and/or
 - any other provision requiring a modification.
6. The Subgrantee may send a written request for a portion of the total contract amount shown in Item 1 upon the following conditions: a) this Grant Agreement is signed by the Subgrantee and the IEMA; and b) the Subgrantee will spend the funds requested within a twenty-day period after receipt of the funds from the IEMA. Additional funds may be drawn down upon request from the authorized representative based on need and the ability to spend within a twenty-day period.
7. In the event that the applicant fails to expend or is over advanced HMGP funds, the Governor's Authorized Representative reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. Funds remaining at the expiration of the grant agreement shall be returned to the State within 45 days.

REQUIREMENTS FOR ALL HAZARD MITIGATION PROJECTS

8. The Subgrantee agrees to maintain good standing in the National Flood Insurance Program (NFIP).
9. The Subgrantee will begin project work within 90 days of the approval of the Grant Agreement and complete all items of work by the time of the grant expiration unless an exception is granted, extending the time with an amendment to this Agreement.
10. The Subgrantee will comply with all applicable ordinances, codes and standards as pertains to this HMGP project and agrees to provide maintenance as appropriate. The Subgrantee may enter an agreement with another third-party to provide said maintenance.
11. The IEMA, the Illinois Auditor General, the Illinois Attorney General or any of their duly

authorized representatives reserve the right to review, inspect or audit all contracts, records and documents related to the expenditure of the HMGP funds. The IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, and/or excessive. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.

12. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of the HMGP projects.
13. The Subgrantee will not enter into any contract with any party which is debarred or suspended from participating in Federal assistance programs.
14. The authorized representative for the Subgrantee is required to submit quarterly reports to the Hazard Mitigation Officer on or before the first day of each quarter following the signing of this Grant Agreement. Said report will include the status of the project and the estimated percentage of project completed. For acquisition projects, the report should quantify the closings to be conducted in the next quarter and other information as requested.
15. A final report covering all aspects of the project will be prepared for the Subgrantee after the final closing.
16. The Subgrantee is required to submit a single audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," when expending \$750,000 or more in Federal funds, including Public Assistance, Hazard Mitigation Grant Program (HMGP), and FMAP funds during a fiscal year.
17. The Subgrantee is required to submit a copy of each report as a result of an audit to the Chief Fiscal Officer, for each fiscal year where \$750,000 or more in Federal funds were expended, beginning the fiscal year of the Presidential declaration of major disaster and ending the fiscal year of the final reimbursement.
18. The Subgrantee will be responsible for timely action in resolving any audit finding and/or questioned project costs. The Subgrantee will return to the IEMA, within 15 days of such request by the Chief Fiscal Officer, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.
19. The Subgrantee agrees that all funds remaining at the end of this Agreement or at the expiration or obligation by the Grantee shall be returned to the State within 45 days.

Numbers 20-34 are reserved

REQUIREMENTS FOR ALL STATE CONTRACTS

35. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
36. The Subgrantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, subpart F, including Appendix C as amended. The Subgrantee is required to sign the enclosed Drug-Free Workplace Certification and return it with this contract.
37. Pursuant to Section 6i. of the Illinois Purchasing Act the Subgrantee shall maintain, for a minimum of 3 years after the completion of the Grant Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Grant Agreement; that the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the grantor agency (IEMA), the Illinois Auditor General, the Illinois Attorney general or any of their duly authorized representatives and to provide full access to all relevant materials. The IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, and/or excessive, or for which supporting documentation is not available. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.
38. The Subgrantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Subgrantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Subgrantee agrees that the most recent federal requirements will apply to the project. The Subgrantee will comply with all applicable provisions of Federal and State law and regulations in regard to procurement of goods and services.
39. The Subgrantee will comply with all Federal and State statutes and regulations relating to non-discrimination.
40. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
41. The Subgrantee will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and to the extent applicable, Subgrantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Grant Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for

federally assisted sub agreements.

42. The Subgrantee will prohibit employees, contractors, subcontractors for a purpose that is or gives the appearance of 1) using their positions for personal gain of themselves or those with whom they have family business or ties; 2) a conflict of interest; or 3) kickbacks.
43. The Subgrantee and its employees, contractors, and subcontractors shall hold harmless the United States and its agents and employees, the State of Illinois and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the approval of work regardless of whether or not such claim, damage, loss of expense is caused entirely or in part by the United States or the State of Illinois.
44. The Subgrantee shall certify that (a) no Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction. (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
45. The Subgrantee shall certify that they are not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State Agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Subgrantee further acknowledges that the contracting State agency may declare this Grant Agreement (contract) void if this certification is false or if the Subgrantee is determined to be delinquent in the payment of any debt during the term of the Grant Agreement.
46. In accordance with the Buy American Act, 41 U.S.C. 10-10d, only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver

request submitted to and approved by the Federal Government.

47. The Subgrantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:
 - (a) No federal appropriated funds have been or will be paid by or on behalf of the Subgrantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
 - (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Subgrantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
 - (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).
48. The subgrantee agrees to comply with the conditions established in the Record of Environmental Consideration approved by the FEMA Regional Environmental Officer.

SIGNATURES

Signature of Subgrantee's Authorized Representative:

_____ Date Signed: _____

Name Typed: Tom Cauley Title: Village President

Subgrantee Jurisdiction: Village of Hinsdale

Mailing Address for Disbursements:

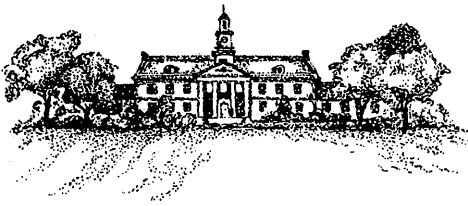
**19 E Chicago Ave
Hinsdale, IL 60521**

Signature of the Grantee (Illinois Emergency Management Agency):

_____ Date Signed: _____
James K Joseph
Director

_____ Date Signed: _____
Jenifer Johnson
Legal Counsel

_____ Date Signed: _____
Kevin High
Chief Fiscal Officer



10c

Village of Hinsdale

Memorandum

To: President Cauley and the Village Board of Trustees

From: Darrell Langlois, Assistant Village Manager/Finance Director

Date: June 2, 2015

Subject: Electric Aggregation Program

The Village of Hinsdale implemented its Electric Aggregation Program in 2012. At that time, we were very well aware of some unique circumstances in the electric marketplace that would provide residents with substantial savings when compared to the ComEd rate. After completing a request for proposal process, in May 2012 the Village Board awarded a contract to Nordic Energy at a fixed rate for three years of \$0.0463/kWh. Due to several regulatory events, in February 2015 the rate was increased to \$0.05361cents/kWh. Over the three year period, it is estimated that the Village's Electric Aggregation Program has saved each resident household \$1,049, with Village-wide cumulative savings estimated at \$5.1 million. By many accounts, the Village's Electric Aggregation Program has been one of the most successful in northern Illinois.

The Village's three year contract with Nordic Energy will expire with the July 2015 meter reading. We have engaged the services of Mark Pruitt of the Illinois Community Choice Aggregation Network to advise the Village as to where we should proceed from this point. Attached is a memorandum from Mark Pruitt that summarizes the current electric marketplace as well as a recommendation as to how we should move forward. Mr. Pruitt will be in attendance at the Village Board meeting on June 2 to discuss how we should proceed.

ILLINOIS COMMUNITY CHOICE AGGREGATION NETWORK

ENERGY PLANNING AND PROCUREMENT

May 27, 2015

TO: Kathleen Gargano, Village Manager, Village of Hinsdale
FROM: Mark Pruitt, Principal, ICCAN
SUBJECT: Recommendations concerning the Village's Electric Aggregation Program

Thank you for this opportunity to outline the Village of Hinsdale's options with regards to its municipal aggregation program.

Background. In March 2012, Hinsdale voters authorized the Village to establish an opt-out municipal electric aggregation program ('Program') to provide services for residents and eligible businesses. The Village performed a competitive solicitation process and ultimately executed a three-year power supply agreement with Nordic Energy Services ('Nordic'). The current contract with Nordic is set to expire following the July 2015 meter read.

Current Price Offers. Starting this spring, ICCAN has conducted a process to determine if a new supply agreement should be considered with an alternative electricity supplier. Pricing offers from multiple bidders have been collected and analyzed. Those pricing offers stipulated that the Village's current contract language with Nordic would serve as the basis of the pricing submittals to ensure that potential suppliers would be required to provide the same safeguards and concessions that have been provided over the past three years.

Despite multiple bidding rounds, indicative pricing has not been compelling when compared to the ComEd Price to Compare. The table below conveys the best retail electricity supply offer for the Village's Program as well as the ComEd Price to Compare for the period starting in June 2015.

Pricing Term	Retail Supplier Best Available Offer	Commonwealth Edison Price to Compare
12-month Offer	6.91¢/kWh	7.04¢/kWh
24-month Offer	6.74¢/kWh	No Offer

Challenges. The Village faces the following challenges with regard to continuing the Program:

- **Low Nominal Savings.** The difference between the ComEd Price to Compare and retail supplier rates has diminished over the last three years. Current potential savings for a Program offer (based on the 12-month offer noted above) is less than 2% - much less than the 40% savings that the Program was able to deliver in its first year. Shrinking levels of savings are due in large part to the expiration of relatively high-cost power supply contracts in the ComEd supply portfolio. As a result, the ComEd Price to Compare has adjusted to a more market-consistent

level and making it difficult for alternative electricity suppliers to provide a fixed rate for the Program that provides significant savings.

- **Potential Consumer Losses.** The electricity rate actually paid by ComEd customers is the Price to Compare plus or minus the Purchased Electricity Adjustment (PEA). The purpose of the PEA is to “true-up” any difference between what ComEd paid to acquire electric supply and what ComEd previously charged customers for the electricity supply. The PEA fluctuates monthly and can raise or lower the ComEd electricity price by as much as .5¢/kWh. The PEA for each month is approved by the Illinois Commerce Commission about 2 weeks prior to the billing period during which the PEA is applied. Though we do not know what the PEA will be in the future, we note that it has been a credit on 9 out of the last 12 billing cycles. In the current period, a PEA credit of .5¢/kWh would cause the net rate for ComEd default service to be 6.54¢/kWh – a rate significantly below the current best retail rate 12-month offer at 6.91¢/kWh. Such a circumstance would result in residents paying more through the Program than they would through the ComEd default rate.
- **Multiple Price Resets.** Based on recent filings from the Illinois Power Agency, it is likely that the ComEd price will reset every six months moving forward. Pending market conditions, it may be possible that the ComEd Price to Compare could drop below the Village’s retail price offer as early as November 2015.

In the aggregate, these challenges materially affect the ability of the Program to deliver guaranteed savings to all residents over a 12 month period.

Recommendation. Because the Village cannot guarantee cost savings to all residents, ICCAN recommends that the Village end the aggregation program at the end of the current contract term. Further, ICCAN recommends that the Village continue to monitor the market to identify whether an opportunity to achieve guaranteed cost savings can be captured.

Program Transition. Absent a new aggregation contract, residents’ accounts will be automatically returned to the ComEd default rate starting with the July 2015 meter read. The switch from Nordic back to ComEd requires no action from the Village or residents and no fees are associated with the transition. In mid-June, ComEd will mail a letter to each account enrolled in the Program to notify them of the expiring contract. Residents and small business customers will retain the ability to select a new supplier or return to the ComEd default rate. Consumers interested in exploring other alternatives can visit the Illinois Commerce Commission’s website at <http://pluginillinois.org/res.aspx> or the Citizen’s Utility Board at <http://www.citizensutilityboard.org/ciElectric/cubfacts/alternativesuppliers.html> for additional educational materials.

Conclusions. Over the last three years, the aggregation program has provided cost stability and savings for Village residents. As predicted three years ago, market and ComEd prices have converged and significant savings are not available at this time. Based on recent pricing from suppliers, it appears that the ComEd default rate will likely provide the lowest cost option to the Village’s residents and small business customers. ICCAN will continue to monitor the electric market over the coming months and

will notify Village staff if retail electric suppliers are able to provide competitive rates compared to the ComEd default supply rate.

Memorandum

To: President Cauley & Board of Trustees

From: Robert McGinnis MCP, Community Development Director/Building Commissioner *RM*

Date: May 20, 2015

Re: **Community Development Department Monthly Report-April 2015**

In the month of April the department issued 73 permits including 1 new single family home. The department conducted 415 inspections and revenue for the month came in at just under \$95,000.

There are approximately 101 applications in house including 30 single family homes and 10 commercial alterations. There are 35 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 1-2 days.

The Engineering Division has continued to work with the Building Division in order to complete site inspections, monitor current engineering projects, support efforts to obtain additional state and federal funding, and respond to drainage complaint calls. In total, 71 inspections were performed for the month of April by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 33 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

Work continues on both the interior and exterior of the Cancer Treatment Center. Progress pictures attached.

COMMUNITY DEVELOPMENT MONTHLY REPORT April 2015

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	1	3			
New Multi Family Homes	4	4			
Residential Addns./Alts.	9	14			
Commercial New	0	0			
Commercial Addns./Alts.	5	3			
Miscellaneous	29	20			
Demolitions	0	1			
Total Building Permits	48	45	\$ 68,377.00	\$1,725,476.00	\$ 1,271,859.00
Total Electrical Permits	13	20	\$ 9,077.00	\$ 160,330.00	\$ 113,073.00
Total Plumbing Permits	12	19	\$ 16,850.00	\$ 270,263.00	\$ 220,754.00
TOTALS	73	84	\$ 94,304.00	\$2,156,069.00	\$ 1,605,686.00

Citations			\$750		
Vacant Properties	33				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	228	186			
Plumbing	40	34			
Property Maint./Site Mgmt.	76	47			
Engineering	71	125			
TOTALS	415	392			

REMARKS:

VILLAGE OF HINSDALE - April 7, 2015

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Choice Generator	9983	25 S. County Line Road	Failure to Obtain Permit	250	250
Choice Generator	9984	406 N. Monroe	Failure to obtain permit	250	250
Choice Generaotr	9985	845 N. Washington	Failure to Obtain Permit	250	250
Kurtz Investments	9986, 9988	32 Blaine	Sign/ statue code violations	status	cont 5/2
Schilling, Joseph	9959	5511 S. Garfield	Property Maintenance Violations	sentencing	cont'd 5/2

Fines assessed: 750 750

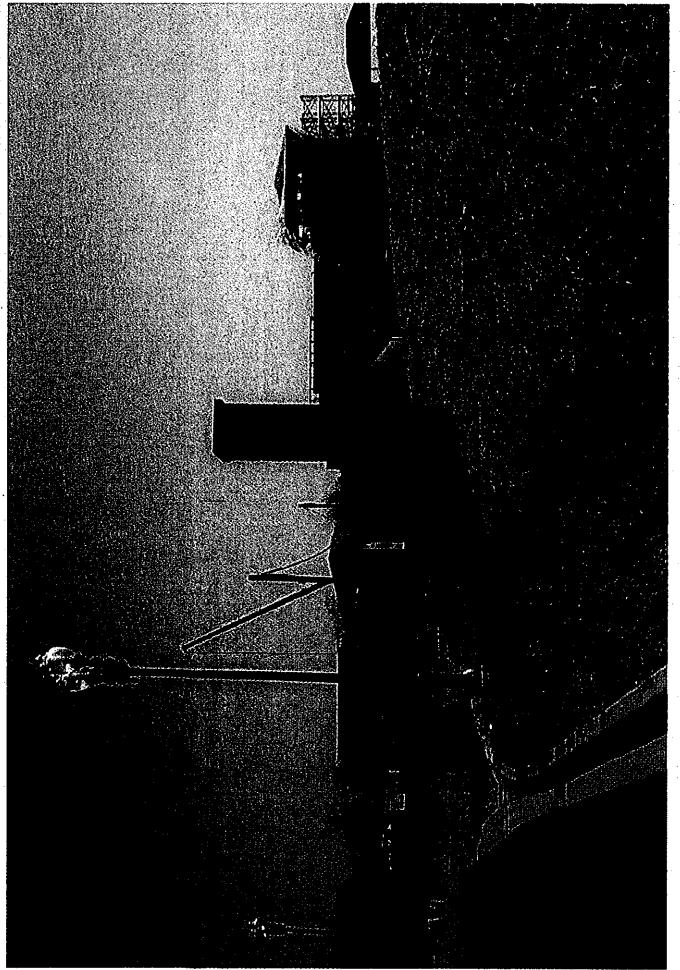
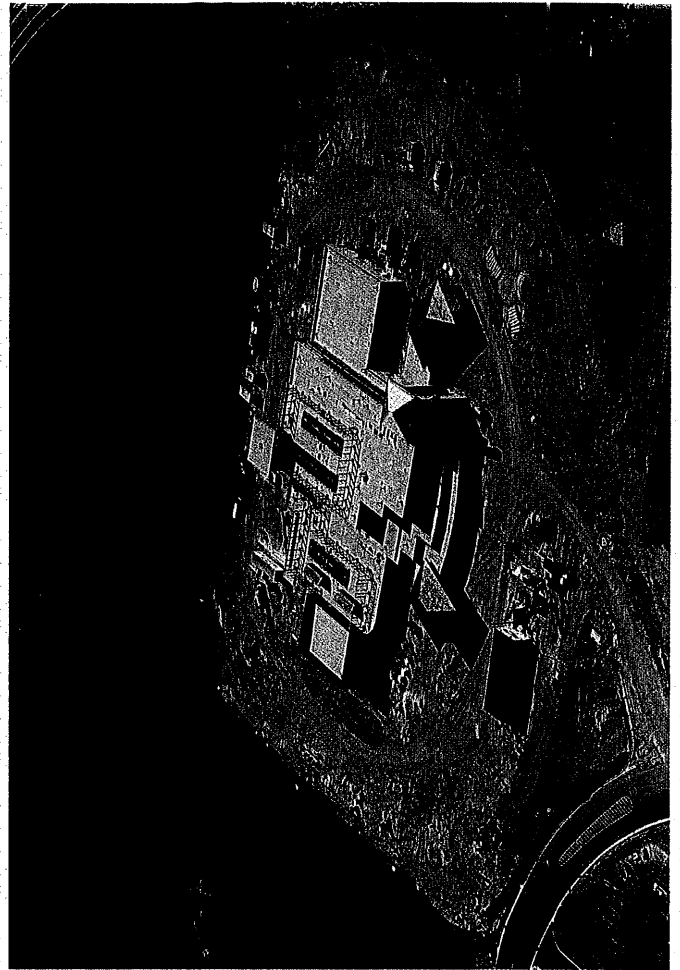
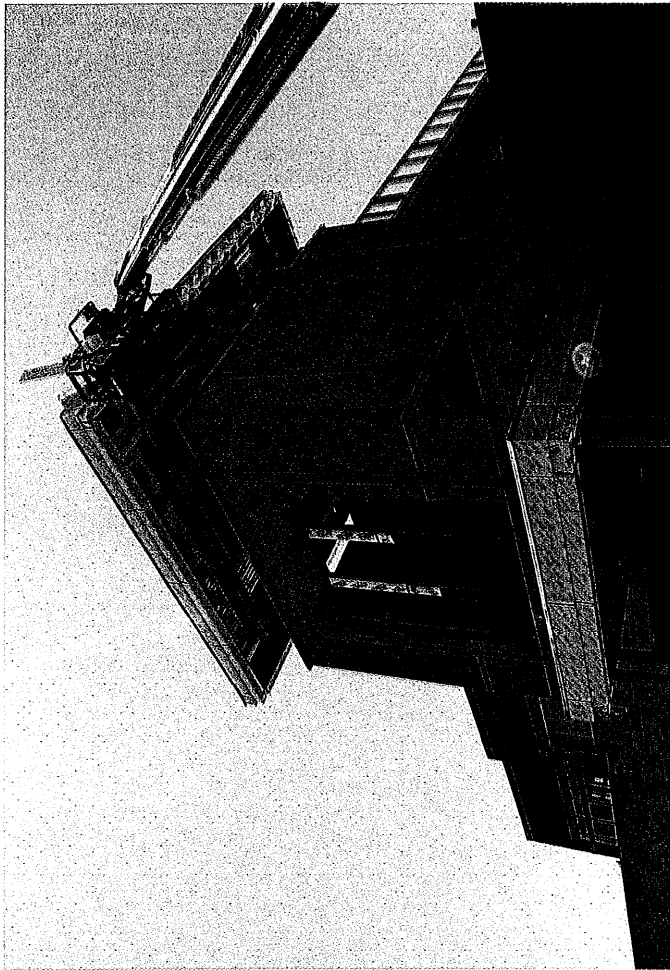
STOP WORK ORDERS ASSESSED

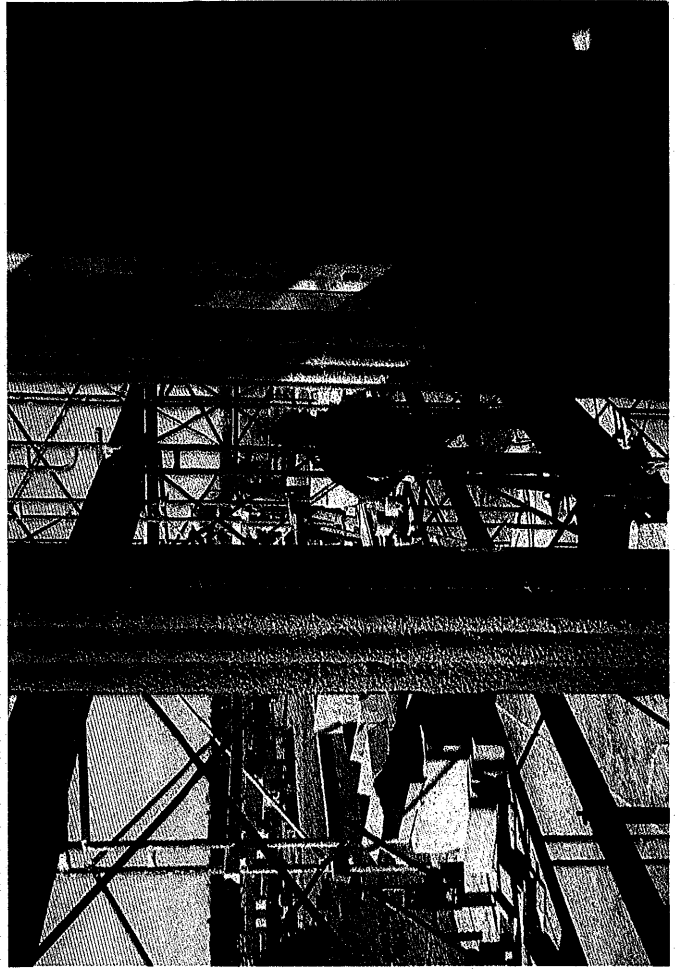
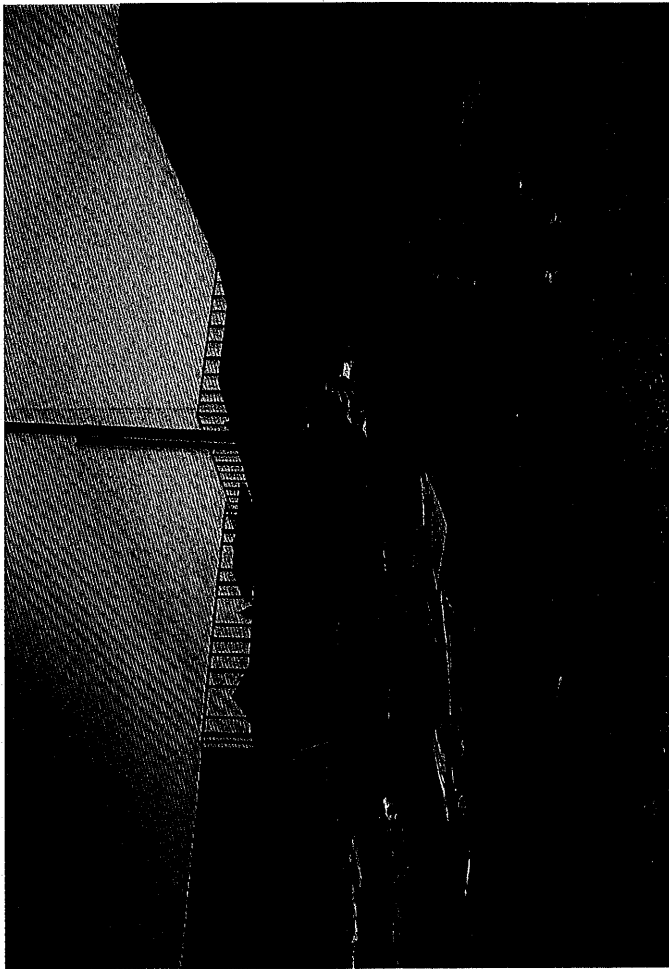
SWO Issued to Address Reason

SWO assessed:

MONTHLY TOTAL:

Date







11b

May 29, 2015

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: Gina Hassett, Director of Parks & Recreation

REF: Executive Summary - Activities for May 2015

Community Pool

Opening day, for the pool was Saturday, May 23rd. Weather was favorable on Saturday, but the weather for the rest of the weekend was rainy. The pool remains closed during the week until June 1st. June 1st through the 5th the pool is scheduled to be open from 4:00-8:00 pm. Regular weekday hours of 12:30-8:00 pm begin the week of June 8th.

Pass Sales

Pool pass sales are ongoing. The table provided below summarizes pass sales through May 26th. Revenue for the same period of the prior year increased 1% (\$859). Resident family pass sales for the same period of the prior year decreased 18% (\$15,586). Worth noting, there have been four refunds issued for Resident family passes; residents who were unable to secure a Super Pass have requested refunds so that they can join the Clarendon Hills pool. Now that the pool is open, passes are no longer refundable.

Neighorly and Non-Resident pass revenues to date are \$21,040 which is an increase of \$15,185 over the same period of the prior year. Staff had suggested previously that there might be a possibility that the discounted Neighorly rate could have a negative impact on revenue. However, staff is happy to report that Neighorly pass sales exceeded the total Non-Resident pass sales for the prior fiscal year; Non-Resident pass sales for FY 2014/15 were \$9,118 To date thirty-nine Neighorly Passes have been sold; nine of these members had previously purchased a Non-Resident pass. Feedback from the new members is that previously they were members of the Oak Brook Bath and Tennis Club and Five Seasons but were not happy with the services.

For the same period of the prior year 10-Visit pass sales decreased 14% (\$480). Staff will continue to monitor pass sales as the Neighorly rate could impact the sales of the 10-Visit pass revenue.

KLM Lodge

KLM Lodge revenue for the year is \$177,403 which is an increase of 14% (\$22,784) over the prior year. April revenue increased 400% (\$11,095) over the prior year due to three weddings being held versus no weddings in the prior year.



To: President Cauley and Board of Trustees

From: Gina Hassett, Director of Parks & Recreation

Date: May 29, 2015

Subject: Parks & Recreation June Staff Report

The following is a summary of activities completed by the Parks and Recreation Department during the month of May.

Programming & Special Events

Registration for summer programs is on-going; programs begin the second week of June and will run through early August.

The first in a series of three events titled "Lunch on the Lawn" will be held on June 17th at Burlington Park and features Traveling World of Reptiles. The event provides families an opportunity to pack a picnic lunch and enjoy family entertainment at the park. The event is a partnership with the Hinsdale Library.

Planning for fall programs is underway; brochure content will be completed by mid-June and brochures are scheduled to be delivered in early August to residents.

Two children with special needs have enrolled in summer activities. Staff met with both families to assess their children's disabilities. It is necessary to hire inclusions aides to assist them in participating. In addition, the Oak Brook Park District has two Hinsdale families enrolled in their summer camp program; based on participant needs assessments it will be necessary for them to have one-on-one inclusion aides. Per the Gateway Special Recreation Association agreement, the Village will be required to reimburse Oak Brook Park District the personnel costs for the one-on-one aides. This is the first time that Village will have to reimburse a Gateway member agency for inclusion costs, funds are not budgeted for this expense.

July 4th

Staff continues to work on the July 4th parade and festival. Invitations have been mailed to local dignitaries to invite them to participate in the July 4th parade. Donation slips to support the parade will be inserted in the June and July water bills. Staff is recruiting volunteers to help with the parade from Hinsdale Rotary.

Mindy McMahon, the current Principal of Madison School, has accepted the nomination of the July 4th Parade Marshal.



Field/Park Updates

Athletic fields are open and play will continue through the end of June. Public Services personnel continue to line 25 soccer and 4 lacrosse fields each week. AYSO Soccer ends June 6th; once their season ends, only 5 soccer fields will be lined each week. To ensure that the turf is the appropriate length for athletic play, a second weekly mowing of Veeck and Brook Park was authorized by the Village Manager. The two locations will be mowed twice per week through June 6th which will result in \$600 in additional charges. Staff has not received an invoice for May mowing; once received, staff will report the monthly charges related to mowing and landscaping.

There are two picnic shelters at KLM Park that are available for rentals. Weekend rentals through September are booked. Staff is evaluating the rental rates; the last increase was in 2011. The rates will be discussed at the Parks & Recreation Commission in June.

Park bathrooms are cleaned and opened daily by Public Services and locked by the Community Service Officers. Public Services personnel are in on the weekends to manage trash in the central business district and parks, including the KLM picnic shelters.

Capital Projects

The FY 2015-16 Budget includes \$165,000 to replace the 6 tennis courts at Burns Field. During review of the Parks and Recreation Department Capital Improvement Plan, it was noted that the tennis programs at District 86 are significant users of the courts. The Village Board directed staff to approach District 86 about sharing in the cost of this significant project.

District 86 has agreed to a contribution of \$50,000 towards this project. The next step in this process will be a District 86 Board Committee discussion sometime in early June, and if their Board agrees with the staff recommendation, final approval would be expected in mid-June.

Staff is recommending retaining Design Perspectives for the design and construction oversight of the project. The project would be bid out but not brought before the Board for approval until District 86 approves the funds and the Village has an opportunity to evaluate the impact of any State of Illinois budget cuts. The timeline is to have the project bid in June and back to the Board for approval in August; construction would start in September.



Katherine Legge Memorial Lodge

Rental revenue through April is \$177,403 which is an increase of 14% (\$22,784) over the prior year. In April, there were five events held at the Lodge which is three more than the prior year. April revenue increased 400% (\$11,095) over the prior year due to three weddings being held versus no weddings in the prior year. Weddings generate more revenue than business meetings as the length of the rental is longer and weekend rates are higher than weekdays.

Next month staff will provide a five-year financial summary of the Lodge.

EXPENSES	April		YTD		Change Over the Prior year	2014-15 Annual Budget	FY 14-15 % of budget	2013-14 Annual Budget	FY 13-14 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
	\$17,528	\$18,270	\$162,342	\$169,590	\$7,248	\$174,511	97%	\$166,813	97%
REVENUES	April		YTD		Change Over the Prior year	2014-15 Annual Budget	FY 14-15 % of budget	2013-14 Annual Budget	FY 13-14 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$3,600	\$14,695	\$154,619	\$177,403	\$22,784	\$160,000	111%	\$145,000	107%
Caterer's Licenses	\$0	\$0	\$16,800	\$14,000	(\$2,800)	\$16,800	83%	\$13,000	129%
Net	\$3,600	\$14,695	\$171,419	\$191,403	\$19,984	\$176,800	108%	\$158,000	108%

Platform Tennis

The platform season will start in October. Staff is securing prices for court maintenance which will include repairs to the court screens, snow boards and adjustment to the heaters. Next month staff will provide a five-year financial summary for the platform tennis program.

Community Pool

Opening day for the pool was Saturday, May 23rd. Weather was favorable on Saturday, but the weather for the rest of the weekend was rainy. The pool remains closed during the week until June 1st. June 1st through the 5th the pool is scheduled to be open from 4:00-8:00 pm. Regular weekday hours of 12:30-8:00 pm begin the week of June 8th.

Pass Sales

Pool passes went on sale on Monday, March 2nd; early bird rates ended April 30th.

Pool pass sales are ongoing. The table provided below summarizes pass sales through May 26th. Revenue for the same period of the prior year increased 1% (\$859). Resident family pass sales for the same period of the prior year decreased 18% (\$15,586). Worth noting, there have been four refunds issued for Resident family passes; residents who were



unable to secure a Super Pass have requested refunds so that they can join the Clarendon Hills pool.

This is the first year that Neighborly pass rates have been available; the fee is \$75 more than the Resident rate. The rates are offered to residents in the communities of LaGrange, LaGrange Park, Indian Head Park, Countryside, Western Springs, Willowbrook and Brookfield; these communities do not have municipal or park district run pools. Staff has been marketing the rates in these communities.

Neighborly and Non-Resident pass revenues to date are \$21,040 which is an increase of \$15,185 over the same period of the prior year. Staff had suggested previously that there might be a possibility that the discounted Neighborly rate could have a negative impact on revenue. However, staff is happy to report that Neighborly pass sales exceeded the total Non-Resident pass sales for the prior fiscal year; Non-Resident pass sales for FY 2014/15 were \$9,118. To date thirty-nine Neighborly Passes have been sold; nine of these members had previously purchased a Non-Resident pass. Feedback from the new members is that previously they were members of the Oak Brook Bath and Tennis Club and Five Seasons but were not happy with the services.

For the same period of the prior year 10-Visit pass sales decreased 14% (\$480). Staff will continue to monitor pass sales as the Neighborly rate could impact the sales of the 10-Visit pass revenue.

If the cool weather persists, it may diminish pass sales. Staff continues marketing efforts through regional print ads. Staff will promote pool programs and memberships at Uniquely Thursday concerts. Staff will provide membership and daily sales figures weekly to the Village Manager.



POOL PASS SALES SUMMARY

Feb 1-May 26

Pass Type	2014 Pass Revenue				2015 Pass Revenue					
	New Passes	Renew Passes	Total	Revenue	New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year
Resident										
Nanny	31	39	70	\$4,200	24	40	64	\$3,900	-7%	-\$300
Family Primary	63	237	300	\$87,171	61	188	249	\$71,585	-18%	-\$15,586
Family Secondary	194	800	994	\$0	192	633	825	\$0		\$0
Individual	2	11	13	\$1,835	2	14	16	\$2,515	37%	\$680
Senior Pass	1	18	19	\$1,600	2	15	17	\$1,360	-15%	-\$240
Family Super	0	25	25	\$8,040	3	25	28	\$9,715	21%	\$1,675
Family Super Secondary	4	68	72	\$3,195	3	31	34	\$1,575	-51%	-\$1,620
Family Super Third	0	4	4	\$30	4	22	26	\$1,215	3950%	\$1,185
Family Super 4+	3	6	9	\$135	8	24	32	\$495	267%	\$360
Individual Super Pass	0	1	1	\$0	0	1	1	\$0		\$0
Senior Super Pass	0	1	1	\$0	0	0	0	\$0		\$0
Resident Total			110	\$106,206			120	\$92,360	-13%	-\$13,846
Neighborhood										
Neighbor Family	NA	NA	NA		43	9	52	\$19,080		
Neighborhood Individual	NA	NA	NA		0	0	0	\$0		
Neighborhood Senior	NA	NA	NA		0	0	0	\$0		
Neighbor Add'l	NA	NA	NA		158	26	184	\$0		\$0
Neighborhood Total				\$0			236	\$19,080		\$19,080
Non-Resident										
Non Resident Family	4	4	8	\$4,145	1	0	1	\$540	-87%	-\$3,605
Non Resident Family Secondary	22	4	26	\$0	3	0	3	\$0		\$0
Non Resident Individual	2	2	4	\$780	0	1	1	\$285	-63%	-\$495
Non Resident Senior	1	5	6	\$930	0	5	5	\$775	-17%	-\$155
Non Resident Nanny	NA	NA			4	0	4	\$360		
Non-resident Total	28	15	44	\$5,855			14	\$1,960	-67%	-\$3,895
10-Visit	48	3	51	\$3,430	38	1	39	\$2,950	-14%	-\$480
TOTAL			393	\$115,491			813	\$116,350	1%	\$859

Maintenance

During the week before the pool opened, there were a number of mechanical failures which were addressed but could have hampered pool operations. A memo was distributed as part of Manager's Notes on May 29th that outlines the details of the repairs.

Projects

Prior to opening day, a number of maintenance projects were completed; below is a list of the projects. The projects were included in the FY 15/16 budget with the exception to the plumbing repairs made in the lap pool.

FY 2015/16 Maintenance Projects	Cost
Painting of the mushroom feature	\$ 1,600
Painting the wading pool slide	\$ 900
Painting of the men's and women's shower area	\$ 2,400
Replace 2 diving boards	\$ 8,000
Install fall surface below 3 meter board	\$ 8,000
Replace phase 2 of the fire suppression system	\$ 9,500
Repair plumbing to the lap pool	\$ 4,555
Total	\$34,955

11c

MEMORANDUM

To: Village President Cauley and Board of Trustees

From: Timothy J. Scott, AICP, CNU-A – Director of Econ. Develop. & Urban Design



Date: June 2, 2015

Re: Staff Report – Economic Development & Urban Design

Urban Design

Burlington Park Community Information Signs and Landscaping

By the time of the Village Board meeting on the 2nd, hardscape service pathways made of reclaimed Garfield Street sidewalk bricks and landscaping consisting of a mix of evergreen and ornamental shrubs and perennials, will have been installed at the bases of the two new community information signs in Burlington Park. As a result of several design iterations, this work came in under the amount budgeted.

Oak Street Bridge

I provided suggestions on design elements to potentially adorn the new bridge. These include: (1) "Village of Hinsdale" signs for the east and west faces of the bridge's span and (2) "H" elements for the bridge's lower columns. Given the nature of the bridge's materials, it would be prudent to produce these aesthetic components in architectural pre-cast stone. Hitchcock Design Group (HDG), subcontractor for design, has rendered these elements and roughly estimated their production cost at \$20,000. Since the bridge construction contract already includes masonry and pre-cast work, HDG believes there may not be an upcharge to install the proposed decorative elements.

Burlington Park Masonry Wall Landscaping and Maintenance

With recent rains and rising temperature, plants are reemerging atop and in the masonry "living" wall. I have been in touch with the original contractor, Hinsdale-based King's Landscaping, and they will be reporting back on the plant material that will need to be replaced under warranty. In addition, a three-year contract for maintenance and an extended warranty is being readied for approval. The amount (annual and total) specified will reflect what was quoted in the original award to King's for the installation of the plant material (which was provided at that time to better understand the true cost of the project over the time typically needed to properly establish landscaping).

Burlington Park and Memorial Building South Lawn Electric System Upgrades

The concept for a new electric distribution system for Burlington Park has been reviewed. Pursuit of the project is now possible based on the recent investments of the Economic Development Commission (EDC) that brought power to the east and west

ends of the park and through an upgrade to the service in the central section. Creating a detailed design (in consultation with the Village's electrician) and preparing the corresponding bid specifications represent the next steps.

Presuming a proposal is found at an attractive price relative to budget during the public bidding process, the network could be installed, weather permitting, in the late fall after the Village's seasonal special events have been held. If pursued, the new network could then safely accommodate an expanded holiday lighting program, the scale of which will likely be determined by the EDC during the latter portion of summer.

Economic Development

Sales Promotion

Proposed to and discussed by members of the EDC at their meeting on May 26th was the creation of a concerted business promotion that would encourage retailers in the central business district (CBD) to remain open later one evening during the week. With some retailers staying open a bit later on Thursday evening already, this night received support. One name under consideration for the evening business promotion is "Boutiquely Thursdays," which would playfully reference the highly-successful "Uniquely Thursdays" summer concert series. Also under consideration is when the shopping promotion should launch, with early fall a preliminary yet well-received suggestion. Sample creative that would generate awareness of the evening business promotion was also shared with and received support from members of the EDC.

Downtown Tenant and License Request

A unique salon concept, Ten Friends Blow Dry & Style House, is under construction on First Street in the space formerly occupied by clothing retailer, The District. Since it is integral to their experiential, hospitality-driven model, the business owner is seeking permission to sell by the glass wine, champagne, and premium beer. To do so will require the creation of a new license classification, a draft of which has been prepared for consideration by Trustees as a dedicated agenda item at the meeting of the Village Board on the 2nd.

Ogden Business Retention and Expansion and Redevelopment

Although still in the early in the process, I continue to work on a potential scenario for Ogden Avenue that could lead to the retention and expansion of an existing business and the entrance of a new one on a redeveloped site. In addition to the investment in the community, the result would also reflect more appropriate land use and neighborhood compatibility.

If you have any questions or comments, please do not hesitate to contact me by phone at (630) 789-7005 or via e-mail at tscott@villageofhinsdale.org. Thank you.

cc: Kathleen A. Gargano, Village Manager