DRAFT MINUTES
VILLAGE OF HINSDALE
ZONING AND PUBLIC SAFETY COMMITTEE
MONDAY, JULY 28, 2014
MEMORIAL HALL
7:30 p.m.

Present: Chairman Saigh, Trustee Haarlow, Trustee Angelo, Trustee Elder

Absent: None

Also Present: Robert McGinnis, Director of Community Development/Building Commissioner, Brad Bloom, Police Chief, Rick Ronovsky, Fire Chief

Chairman Saigh called the meeting to order at 7:30 p.m. and summarized the agenda.

Minutes – June 2014

Trustee Elder moved to approve the minutes as written for the June 23, 2014 meeting. Second by Trustee Haarlow. Motion passed unanimously.

Monthly Reports – April 2014

Fire Department

Chief Ronovsky highlighted that emergency responses were up slightly in July as compared to the previous three year averages. In addition, it was noted that our Fire Investigators were busy assisting other communities with determining the cause and origin of several fires in other towns.

Police Department

Chief Bloom reported that over the last weekend the Commission on Law Enforcement Accreditation (CALEA) held a hearing to review our application for reaccreditation and review the report from the CALEA assessment team that was here to verify compliance back in April 2014. Chief Bloom stated that the Police Department was unanimously approved for reaccreditation by the CALEA Commission. Chief Bloom described the accreditation process and Committee members praised the Police Departments efforts in achieving reaccreditation.

Community Development

Robert McGinnis limited his comments to any questions the Trustees had on the monthly report.

Request for Board Action

Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 907 N. Elm Street
Chairman Saigh introduced the item and asked the applicant to provide background on the request.

Jack George, the attorney working on behalf of Med Properties, stated that they were requesting approval to make modifications to the exterior of the building including an entry canopy, drop off area and parking lot improvements, and some landscaping.

Bill Dvorak provided some additional detail on the request and introduced Steve Saunders, the architect, who went over the site plans and building elevations.

Mike Trepedi, the landscape architect, went over the landscape plans for the site and described some of the changes being proposed. He also discussed the toll that the Emerald Ash Borer had taken on the existing tree stock at the site.

Chairman Saigh asked if the drop off area should be be memorialized in the ordinance. Sean Gascoigne responded that it would be shown on the site plan but that we could also reference it in the report as well.

Chairman Saigh asked about the principal uses of the buildings and if these would be used solely for medical uses. Bill Dvorak responded that although they would be primarily a medical campus, there would be other complimentary uses there as well.

Trustee Elder made a motion to Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 907 N. Elm Street. Second by Trustee Angelo. Motion passed unanimously.

Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for Façade Improvements at 54 S. Washington Street
Chairman Saigh introduced the item and Sean Gascoigne provided background on the request. He stated that this was a rebranding and change of color of the existing awnings at the Einstein Bagel space. He added that this was unanimously approved at Plan Commission.

Trustee Angelo made a motion to Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for Façade Improvements at 54 S. Washington Street. Second by Trustee Elder. Motion passed unanimously.

Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for a Façade Improvements at 112 S. Washington
Chairman Saigh introduced the item and asked if anyone was present to speak on the request.

The operator, Glen Gardner, provided background on the request and stated that he noted a typo on the elevation. He stated that the awning was supposed to have a 2'

pitch and not a 2" pitch. That this would not work and would hold water and snow rather than shedding it.

Chairman Saigh asked if this was something that was major enough to send back to Plan Commission. Sean Gascoigne added that this was entirely up to the Trustees.

Chairman Saigh asked that revised elevations be provided for the Board.

Chairman Saigh stated that a temporary winter vestibule was used in the past by the prior tenant and asked if there was an intention to continue to maintain this as part of this request. Robert McGinnis stated that that he would have to research the original approving ordinance for it, as it did not meet code and encroached the Public Way. He added that in any case this would be handled as a separate request.

Trustee Elder made a motion to Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for a Façade Improvements at 112 S. Washington subject to the receipt of revised elevations. Second by Trustee Angelo.

Approve an Ordinance Approving a Special Use Permit for a Personal Training/Fitness Facility at the Property Located at 230 E. Ogden
Chairman Saigh introduced the item and asked Pete Coules, the attorney speaking on behalf of the owner, to provide background on the request.

Pete Coules provided background on what happened at Plan Commission and why there was one dissenting vote and what steps were taken in order to address the concerns of that Commissioner.

He stated that the operator had committed to install an 8' stockade fence along the south lot line in addition to prohibiting any parking in the southernmost parking row from 6-8AM.

He stated that there were 47 spaces there now and that parking would not be a problem.

He stated that the studio would be soundproofed.

Trustee Angelo commented that because this was a Special Use and not a Permitted Use, that there was an expectation that the operator would be a good neighbor and do what they needed to to meet that bar.

Pete Coules stated that anyone taking advantage of the early morning classes would get an email reminder to not use the last row of parking.

Trustee Haarlow asked for confirmation that the fence would be replaced and not repaired. Mr. Coules confirmed this.

Trustee Haarlow made a motion to Approve an Ordinance Approving a Special Use Permit for a Personal Training/Fitness Facility at the Property Located at 230 E. Ogden. Second by Trustee Angelo. Motion passed unanimously.

Recommend the Village Board Enter into an Agreement with ME Simpson Company to Conduct Fire Hydrant Flow Testing Through December 31, 2017 at a Cost of $43 Per Fire Hydrant

Chairman Saigh introduced this item; Chief Ronovsky explained that the Fire Department began a Fire Hydrant Testing Program this year with part of that program to include flow testing 25% of the fire hydrants in the Village. This program includes flow testing 25% of the Village fire hydrants each year for four years to achieve 100% of the flow testing requirements. In conjunction with Public Services, we are scheduling to begin flow testing this fall.

The Fire Department recommends that the Village have an outside service conduct the flow testing as this is the most efficient way to complete this part of the program. Chairman Saigh asked if this is part of the Village's infrastructure. Chief Ronovsky indicated that this is part of the Village's water distribution system. Making sure that our water system is fully operational is a key part.

Trustee Elder asked if there are checks and balances to make sure that the flow testing is achieving the desired results. Chief Ronovsky stated that the recommend service agency works with the Fire Department and Public Services to make sure flow testing is done with the results being electronically reported to us as well as documented on paper. Any deficiencies or repairs are completed by our Public Services.

Trustee Angelo made the motions to recommend entering into an agreement as stated above. Trustee Elder seconded. Motion passed unanimously.

Other Business

Discussion on Bracing/Shoring Plan Requirement for Historic Home Renovations

Chairman Saigh introduced this item and asked Robert McGinnis to provide some background.

Robert McGinnis stated that this issue came up at the Historic Preservation Commission as a result of the accident at 206 N. Washington and that staff had subsequently come up with a proposal that would force some additional oversight in cases of extensive renovation if in the event something of this magnitude ever came up again.

He stated that under this proposal the Building Official would have the discretion to decide when a project met the definition of "extensive renovation". In these cases, an Illinois licensed Structural Engineer would be required to prepare a bracing and shoring plan and a third party would be required to inspect and sign off on it once it was in place.

He stated that he had attached concerns raised by Jean Follett over this proposal and stated that he understood those concerns.

Trustee Elder stated that he had concerns over the fact that "extensive renovation" was not defined. Robert McGinnis responded that he did not know how to try and define it and that he understood concerns over leaving it open-ended and up to the discretion of the Building Official.

Trustee Angelo stated that he agreed with the concerns raised by Jean Follett on this. He stated that the code is silent on this for good reason, that this was a one-off, and that although well intentioned, that this is regulatory overreach. That it happened once and was an accident.

Trustee Elder stated that he did not feel this was overly burdensome and that in the overall scope of a project, the extra cost would not dissuade someone from moving forward with a project. He stated that not defining when it could be invoked was a concern.

Trustee Haarlow stated that he agreed with Trustee Elder, but was ok with leaving it up to the Building Official, though he was somewhat agnostic as to whether this would actually be of benefit. He stated that a lot of people went to a lot of effort to try and make that project work and that it didn't due to this reason, and that he did not see the harm in this additional regulation.

Chairman Saigh stated that he was with both his colleagues as well as Jean Follett and did not generally favor more regulation, but did feel that in this instance there was discretion that he could live with on the part of the Building Commissioner having this discretionary authority.

He cited several examples where a structural engineer should have been retained, where they were involved, and the successful outcomes in those cases.

Robert McGinnis stated that he would spend some more time on this and bring it back at a future meeting.

Discussion on the Implementation of the CMAP Parking Study Recommendations
Chief Bloom and Tim Scott reviewed a memo prepared for the ZPS Committee that followed up upon the Chicago Metropolitan Agency for Planning (CMAP) parking study recommendations presented to the Village Board on July 7, 2014, Chief Bloom and Tim Scott reviewed steps toward implementing some of the recommendations based on the direction that they received from the Board following CMAP's presentation and follow-up Board discussion.

Simplified Parking Maps: Staff has been working with CMAP to develop new, simplified parking maps for employees and shoppers. We will have finalized maps for review at the next ZPS meeting.

Escalating Fee Schedule: The CMAP study recommended an escalating fee schedule where the longer someone was parked the more it would cost. Staff supported this recommendation theorizing that escalating fees would deter commuters from parking in spaces that accommodate longer durations. In working to further develop this concept Staff has found implementation costly and enforcement time consuming due to the fact that vehicles would have to be tracked by license plate. For example, if an employee parked in a space for two hours and paid a lower rate they could simply move their car to a different space and take advantage of the initial two-hour fee rather than the escalating fee purchased for four hours. Therefore, at this time, Staff is recommending a static fee per hour.

Parking Meter Duration: The CMAP study recommended offering longer duration parking options. Currently, the highest demand parking meters have a two-hour maximum limit. Staff recommends a six- hour maximum limit. The six-hour limit would dissuade commuters from using metered spots and still offer extended parking time for shoppers and diners.

Parking Pay Box in the Garfield Lot: Currently, the Garfield Lot contains 42 parking spaces, each individually metered with a maximum parking duration of two hours. We had budgeted $45,000 to install a gate controlled parking lot, but upon further research have found that gate systems can be problematic. We are therefore recommending that a pay-by-space parking box be used. This would require that parking meters be removed and parking spaces individually numbered. We contacted our current pay box vendor and were quoted a price of $9,950 (coin and card) or $11,750 (coin, card and bill). As with our other pay boxes, "WebOffice" online monitoring has an on-going cost of $960 annually. Maintenance cost for the first year is included and thereafter is $840 annually. Therefore, the total first year cost would be $12,710 and thereafter the total annual cost would be $1,800. Additional expenses will be incurred in providing a unique parking space number to each pay box space. A pay box could be delivered and installed by September 1, 2014 following approval.

Additional Employee Free Parking: The CMAP study cited a lack of free employee parking permits for the eastern half of the Central Business District. Staff is currently evaluating and monitoring the use of approximately 15 diagonal spaces located on the south side of Symonds Drive just east of Park Street for conversion to free parking spaces (purple parking permit). We will finalize recommendations for the next ZPS meeting.

Parking App: The CMAP study recommended that shoppers have the option of purchasing parking through the use of a smart phone application rather than using the pay box and adding time on a metered spot. We are also looking for additional functionality, which could include sending a text message when time is expiring or

perhaps alerting a prospective shopper to available parking spaces. We currently allow the use of a parking app in our Highland, West Hinsdale and Chestnut Commuter lots. Approximately 40% of the daily pay box users utilize this parking app, which carries a $0.75 service fee per transaction (of which the Village receives $0.375). Increased consumer acceptance and use of the parking app could result in the need for less pay boxes. We will finalize recommendations for the next ZPS meeting.

Setting the Initial Fee: Our current fee per hour is $0.25. In staff discussions with CMAP, and taking into consideration the cost of a merchant parking permit ($180 per six months or $1.32 per day permits are required), we recommend starting with a fee of $1.00 per hour and allowing purchases in 15-minute increments ($0.25).

Setting the Initial Fine: The current fine for a meter violation is $5.00, and the first meter violation is a warning. Currently, a meter with a duration longer than nine hours carries a fine of $25. Staff is recommending a fine of $25 dollars be implemented in the Garfield Lot only and that the practice of a first violation warning be continued.

On-going Monitoring of Parking: Staff plans on closely monitoring the use of the Garfield Lot before and after the implementation of the pay box and new fee schedule. It will be important for us to track where users park following implementation.

Segregation of Increased Meter Fees: The CMAP study recommended that meter fees collected resulting from the increased fee structure be segregated and put back into the Central Business District. Staff supports this concept and believes that the increased fees will be more widely accepted by shoppers if not viewed as a way to increase Village revenues. Staff is looking for direction as to how to proceed. Would the ZPS Committee like staff, the Economic Development Commission or the Finance Commission to develop this concept and make recommendations to the ZPS Committee?

Chief Bloom and Tim Scott stated that the purpose of the CMAP study was to determine best practices for managing our current parking supply. The CMAP study identified that 15%-30% of the cars using the most in demand on-street metered parking spaces are employees. Higher parking fees coupled with increased fines will dissuade employees from parking at metered spots and encourage them to find long term, less expensive solutions that include free permit parking and merchant permits.

Chief Bloom stated that staff will carefully evaluate each component change implemented in the Garfield Lot and review that applicability and functionality in a wider application if it proves successful. Staff believes that implementing an increased fee and fine structure for the Garfield Lot will not result in increased employee demand for permits and that employees will simply relocate to adjacent parking meters that have the current fee and fine structure. However, the proposed changes in the Garfield Lot will allow shoppers to stay longer, gain familiarity with the use of the pay box and parking apps, and increase the likelihood that a shopper may be able to find an available parking space in a designated area.

The purchase of the pay box can be completed under the Village Manager's authority and the temporary parking changes can be implemented on a temporary basis for a 90-day period.

Chief Bloom stated that staff will continue to work through the recommendations made within the CMAP study each month. The Committee discussed the recommendations and provided direction to move forward with these recommendations. The Committee directed staff to put together a plan to segregate the additional meter revenues and to seek input from the EDC and Finance Committee before bringing the recommendation back to the ZPS Committee. The consensus of the Committee was to move forward with the pay box purchase under the Village Manager's authority and implement the proposed changes on a temporary basis while the changes are being evaluated.

Adjournment

With no further business to come before the Committee, Chairman Saigh asked for a motion to adjourn. Trustee Elder made the motion. Second by Trustee Angelo. Meeting adjourned at 9:00PM.

Respectfully Submitted,

Robert McGinnis, MCP
Director of Community Development/Building Commissioner

3A.

VILLAGE
OF HINSDALE FOUNDED IN 1873

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7060
121 N M. SYMONDS DRIVE

FIRE AND POLICE SERVICES

MONTHLY REPORT

July 2014

POLICE SERVICES MONTHLY REPORT

July 2014

CRIME PREVENTION ACTIVITY

JULY 2014

On July 2, 2014, Officer Coughlin and Danielle Butts from All Our Children's Advocacy Center presented the Mental Health First Aid training course to a group of police officers. This 8 hour class covered topics such as Depression, Anxiety, Psychosis, Substance Abuse Disorders and Eating Disorders.

On July 4, 2014, Officer Coughlin assisted with the annual Fourth of July Parade by leading the parade through town and downtown Hinsdale.

On July 15, 2014, Officer Coughlin, Deputy Chief Wodka and Assistant Fire Chief McElroy attended a Safety Crisis Meeting at Elm School and went over the Crisis Manual.

July 15, 2014, Officer Coughlin met with a female teen alcohol offender and her mother and placed her in the peer jury diversion program. Officer Coughlin also met with a male teen cannabis offender and his parents and placed him in the peer jury program.

On July 23, 2014, Officer Coughlin attended a Preliminary Conference for a teen offender in Wheaton. Officer Coughlin also met with a male teen offender and his mother and spoke with him about his choices and the decisions he has made.

On July 31, 2014, Officer Coughlin returned phone calls and emails, followed up on juvenile arrests and peer jury. Officer Coughlin scheduled upcoming classes for Alive at 25 and Self-defense for College Females.

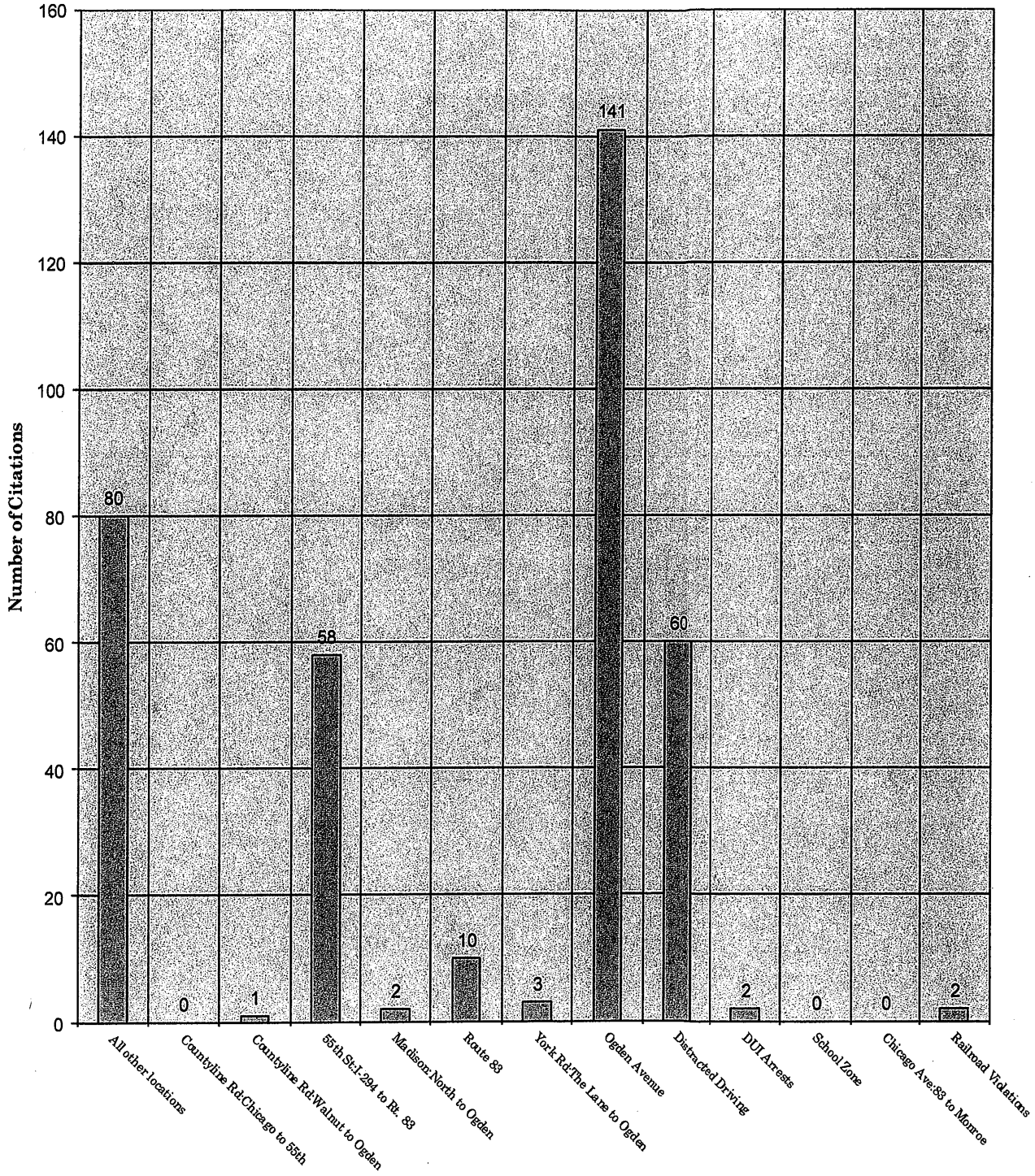
Submitted by:

Officer Michael Coughlin
Crime Prevention/DARE/Juvenile Officer

Hinsdale Police Department

Selective Enforcement Citation Activity

July 2014



TRAFFIC ENFORCEMENT

July 2014

* *Includes Citations and Warnings*	This Month	This Month Last Year	YTD	Last YTD
Speeding	100	102	702	788
Disobeyed Traffic Control Device	23	19	201	134
Improper Lane Usage	24	19	186	164
Insurance Violation	10	12	85	99
Registration Offense	27	30	220	179
Seatbelt Violation	39	41	226	275
Stop Signs	42	37	236	239
Yield Violation	16	11	101	86
No Valid License	2	2	21	21
Railroad Violation	2	1	9	6
Suspended/Revoked License	1	5	17	39
Cellular Phone Violations	122	0	547	50
Other	4	71	115	471
TOTALS	**412**	**350**	**2,666**	**2,551**

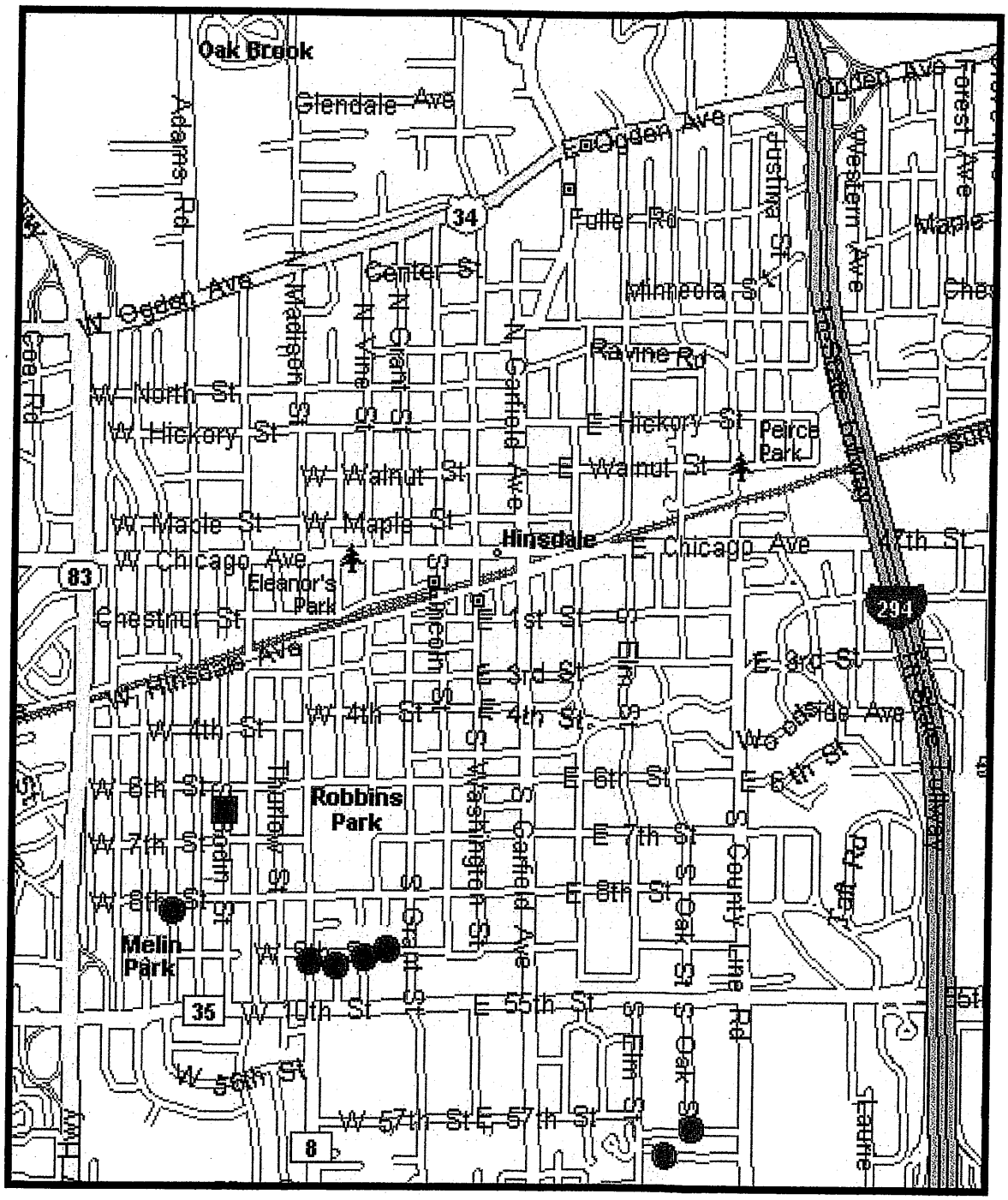
Investigations Division Summary
July 2014

- On July 18, 2014, a 39-year-old Hinsdale man was charged with one count of **Violation Order of Protection**, after an investigation in which a warrant was issued. The man had made several contacts with a family member violating an order of protection. The man was released after posting bond at the DuPage County Jail.

- On July 29, 2014, an 18-year-old Hinsdale man was charged with two counts of **Domestic Battery**, after an altercation with a family member. The man was transported to the DuPage County Jail for a bond hearing.

Submitted by:
Erik Bernholdt
Detective Sergeant

BURGLARIES
July 2014



Burglaries

Burglaries from Motor Vehicles

MONTHLY OFFENSE REPORT

July 2014

CRIME INDEX	This Month	This Mo. Last Year	Year To Date	Last Year To Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	1	1
3. Robbery	0	0	0	0
4. Assault and Battery, Aggravated	0	0	1	1
5. Burglary	2	1	9	20
6. Theft	18	7	79	79
7. Auto Theft	0	0	3	1
8. Arson	0	0	0	0
TOTALS	20	8	93	102

SERVICE CALLS—JULY 2014

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	2	1	**100**
Robbery	0	0	0	0	**0**
Assault/Battery	2	3	16	23	**-30**
Domestic Violence	10	8	71	56	**27**
Burglary	1	0	2	7	**-71**
Residential Burglary	1	0	6	10	**-40**
Burglary from Motor Vehicle	7	1	12	11	**9**
Theft	12	7	65	74	**-12**
Retail Theft	1	0	3	7	**-57**
Identity Theft	3	5	28	28	**0**
Auto Theft	0	0	7	3	**133**
Arson/Explosives	0	0	0	0	**0**
Deceptive Practice	4	1	11	7	**57**
Forgery/Fraud	2	5	18	25	**-28**
Criminal Damage to Property	13	7	34	57	**-40**
Criminal Trespass	0	1	6	5	**20**
Disorderly Conduct	0	2	3	9	**-67**
Harassment	3	6	29	25	**16**
Death Investigations	0	0	0	0	**0**
Drug Offenses	1	0	8	9	**-11**
Minor Alcohol/Tobacco Offenses	2	1	9	5	**80**
Juvenile Problems	13	20	91	131	**-31**
Reckless Driving	0	2	5	7	**-29**
Hit and Run	12	8	67	56	**20**
Traffic Offenses	7	7	40	47	**-15**
Motorist Assist	46	46	348	306	**14**
Abandoned Motor Vehicle	6	0	14	11	**27**
Parking Complaint	21	18	152	169	**-10**
Auto Accidents	51	47	398	333	**20**
Assistance to Outside Agency	5	4	29	20	**45**
Traffic Incidents	8	8	47	57	**-18**
Noise complaints	27	11	111	64	**73**
Vehicle Lockout	28	39	179	212	**-16**
Fire/Ambulance Assistance	168	199	1,117	1,157	**-3**
Alarm Activations	121	135	816	908	**-10**
Open Door Investigations	4	3	30	26	**15**
Lost/Found Articles	23	18	103	112	**-8**
Runaway/Missing Persons	5	2	38	19	**100**
Suspicious Auto/Person	28	42	231	274	**-16**
Disturbance	11	9	60	68	**-12**
911 hangup/misdial	118	127	723	793	**-9**
Animal Complaints	46	46	245	231	**6**
Citizen Assists	49	78	358	381	**-6**
Solicitors	18	15	56	42	**33**
Community Contacts	0	2	15	18	**-17**
Curfew/Truancy	0	1	8	5	**60**
Other	101	113	710	697	**2**
TOTALS	**978**	**1,047**	**6,321**	**6,506**	**-3**

Hinsdale Police Department
Training Summary
July 2014

From Tuesday, July 8, 2014 to Wednesday, July 9, 2014, Officer Thomas Krefft attended **Taser Instructor Course.**

On Tuesday, July 15, 2014, Detective Sergeant Erik Bernholdt and Officers Thomas Lillie and Louis Hayes attended **FIAT Training.**

On Tuesday, July 29, 2014, Officers Thomas Lillie and Louis Hayes attended **FIAT Training.**

On Thursday, July 31, 2014, numerous Officers attended the **New Retirement Realities** course. This course assists officers in developing the knowledge base and skills needed to financially transition from full-time employment to retirement.

During the month of July required employees completed **Distracted Driving Webinar**, **Introduction to Incident Command System**, **Introduction to the Incident Command System for Law Enforcement**, **Introduction to the Incident Command System**, **National Incident Management System an Introduction**, **NIMS Multiagency Coordination System (MACS)**, **NIMS Public Information Systems**, and **NIMS Resource Management** online or during roll call.

Submitted by:

Erik Bernholdt, Sergeant
Training Coordinator

July 2014 COLLISION SUMMARY

All Collisions at Intersections

LOCATION	This Month	Last 12 Months	Last 5 Years
County Line Rd. & Ogden	1	7	44
Garfield & 55th	1	4	15
Garfield & 59th	1	1	1
Garfield & BN RR	1	1	2
Lincoln & Fifth	1	2	8
Vine & Fourth	1	1	2
TOTALS	6	16	72

Right-Angle Collisions at Intersections

Collisions of this type are considered when reviewing MUTCD Warrants

LOCATION	This Month	Last 12 Months	Last 5 Years
County Line Rd. & Ogden	1	5	19
Garfield & 59th	1	1	1
Lincoln & Fifth	1	2	8
Vine & Fourth	1	1	2
TOTALS	4	9	30

Contributing Factors and Collision Types

Contributing Factors:	
Failure to Yield	**12**
Improper Backing	**8**
Failure to Reduce Speed	**8**
Following too Closely	**2**
Driving Skills/Knowledge	**1**
Improper Passing	**2**
Too Fast for Conditions	**0**
Improper Turning	**1**
Disobeyed Traffic Control Device	**2**
Improper Lane Usage	**3**
Had Been Drinking	**1**
Weather Related	**0**
Vehicle Equipment	**0**
Unable to Determine	**0**
Other	**8**
TOTALS	***48***

Collision Types:	
Private Property	**8**
Hit & Run	**8**
Crashes at Intersections	**6**
Personal Injury	**6**
Pedestrian	**0**
Bicyclist	**0**
Other	**20**
TOTAL CRASHES	***48***

Manual on Uniform Traffic Control Devices Warrants

July 2014

The following warrants should be met prior to installation of a **two-way** stop sign:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. Street entering a through highway or street;
3. Unsignalized intersection in a signalized area; and/or
4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a **Multi-way** stop sign:

1. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
3. Minimum volumes:
   a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
   b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
   c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

Option:
Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;
2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-ay stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a **Yield** sign:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is no necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

CITATIONS—July 2014

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	*Commuter Permit*	16	12	211	184
Highland Lot	*Commuter Permit*	5	13	69	95
Village Lot	*Commuter Permit*	50	76	268	354
Washington Lot	*Merchant Permit*	12	32	225	249
Hinsdale Avenue	*Parking Meters*	201	201	2,075	2,194
First Street	*Parking Meters*	164	143	2,154	1,755
Washington Street	*Parking Meters*	225	250	3,059	2,721
Lincoln Street	*Parking Meters*	13	15	143	152
Garfield Lot	*Parking Meters*	96	111	743	1,231
Other	*All Others*	324	301	2,426	2,891
TOTALS		**1,106**	**1,154**	**11,373**	**11,826**

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	685	712	8,457	8,402
HANDICAPPED PARKING	7	3	21	27
NO PARKING 7AM-9AM	9	9	112	238
NO PARKING 2AM-6AM	149	140	735	734
PARKED WHERE PROHIBITED BY SIGN	30	31	364	435
NO VALID PARKING PERMIT	11	63	181	261
Vehicle Violations				
VILLAGE STICKER	68	68	413	651
REGISTRATION OFFENSE	46	53	446	344
VEHICLE EQUIPMENT	37	41	218	294
Animal Violations	5	7	52	71
All Other Violations	59	27	374	369
TOTALS	**1,106**	**1,154**	**11,373**	**11,826**

Youth Bureau Summary
July 2014

On 7/2/2014 at approximately 10:45pm, during a traffic stop for no seat belt, a 17-year-old from Warrenville was charged with **Unlawful Use of Alcohol by a Minor** and was ordered to appear in **Field Court**.

On 7/3/2014 at approximately 5:00pm, 4 HCHS sophomores and 1 HCHS junior were riding in a Jeep when it was stopped by any Officer for suspicious circumstances. In the Jeep, the Officer discovered a glass pipe, cannabis and water bottles containing an alcoholic beverage. One of the sophomores and the junior were both charged with **Possession of Cannabis, Drug Paraphernalia and Alcohol** and were ordered to appear in **Field Court**. The other 3 sophomores were not charge and were **Returned to Their Parents**.

On 7/11/2014 at approximately 6:56pm, a HCHS senior was charged with **Unlawful Use of Alcohol by a Minor** and was ordered to appear in **Field Court**.

On 7/11/2014 at approximately 9:04pm, an Officer was dispatched for **Disorderly Conduct** to an area where it was said that fireworks were being thrown out of a vehicle. The vehicle's plate was run and came back to a Hinsdale resident. The Officer spoke with the subject who admitted that his friend threw a sparkler out of the car. **No Further Action** was taken.

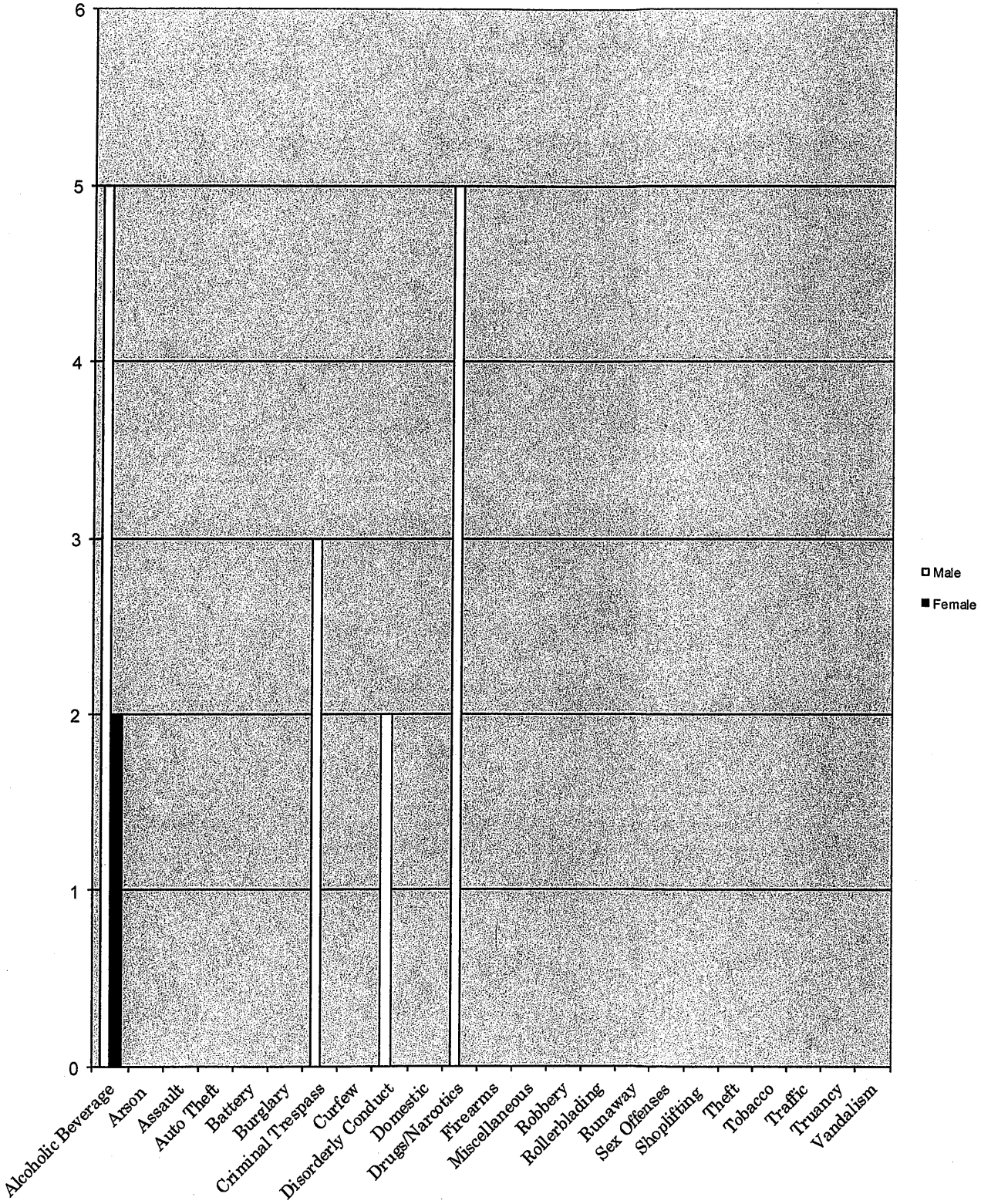
On 7/11/2014 at approximately 11:19pm, an Officer was dispatched for a **Disorderly Conduct** call when a senior from Fenwick was observed urinating outside McDonald's. The subject was given a ride home and **No Further Action** was taken.

On 7/27/2014 at approximately 8:26pm, an Officer was dispatched for a **Trespassing** call where it was discovered that three (3) 17-year-old Hinsdale residents entered a house through an unlocked window. One of the boys resided at the address, though he was staying with an aunt while his mother was out of town. **No Further Action** was taken.

Hinsdale Police Department

Juvenile Monthly Offenses Total Offenses by Offense Type

July 2014



Social Networking Monthly Status Report
July 2014

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

- Public Service Announcement: Posted a ComEd outage map showing areas without power in Hinsdale. A ComEd information web link was provided.
- Notified residents the Police Department's lobby will be closed for the 4th of July holiday.
- Wished residents a happy and safe 4th of July.
- Alerted residents that the Oak St. bridge is closed due to a power loss to the traffic signals.
- Advised residents of ramp closures at the Ogden Ave. & I-294 interchange for repairs in the coming week. An info web link was provided.
- Posted that ramps closures have been suspended until further notice by the Tollway Authority.
- Updated residents on Probationary Officer Kevin Berland's field training with Officer Louis P. Hayes, Jr.
- Posted an information video on the police department's "Block Watch" initiative.
- Congratulated the Hinsdale Police Dept. on being awarded its sixth successful reaccreditation by C.A.L.E.A. - Commission on Accreditation for Law Enforcement Agencies. CALEA web link provided.
- Posted a photo of the department receiving the C.A.L.E.A. award. Hinsdale press release web link provided.
- Advised residents that part of Garfield Ave. will be closed for storm sewer installations and repairs in the upcoming week. Detour routes will be posted.

NUMBER OF FOLLOWERS

facebook: 513

twitter: 548

Hinsdale Fire Department Monthly Report July 2014

Emergency Response

In **July**, the Hinsdale Fire Department responded to a total of **239** requests for assistance for a total of **1633** responses this calendar year. There were **40** simultaneous responses and **seven** train delays this month. The responses are divided into three basic categories as follows:

Type of Response	*July 2014*	*% of Total*	*Three Year July Average 2011-2012-2013*
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	*86*	*36%*	*112*
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	*92*	*38%*	*95*
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	*61*	*26%*	*69*
Simultaneous: *(Responses while another call is on-going. Number is included in total)*	*40*	*17%*	*68*
Train Delay: *(Number is included in total)*	*7*	*3%*	*4*
Total:	*239*	*100%*	*276*

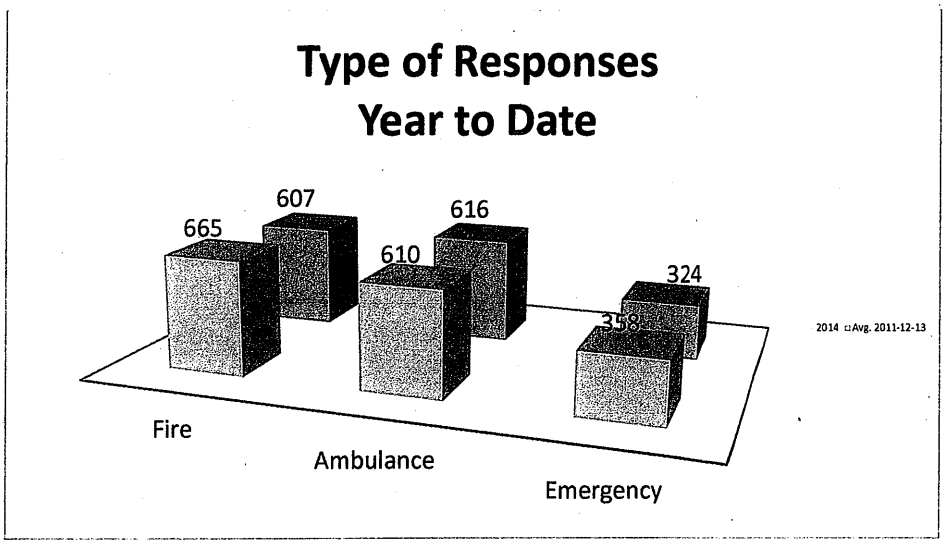
Year to Date Totals

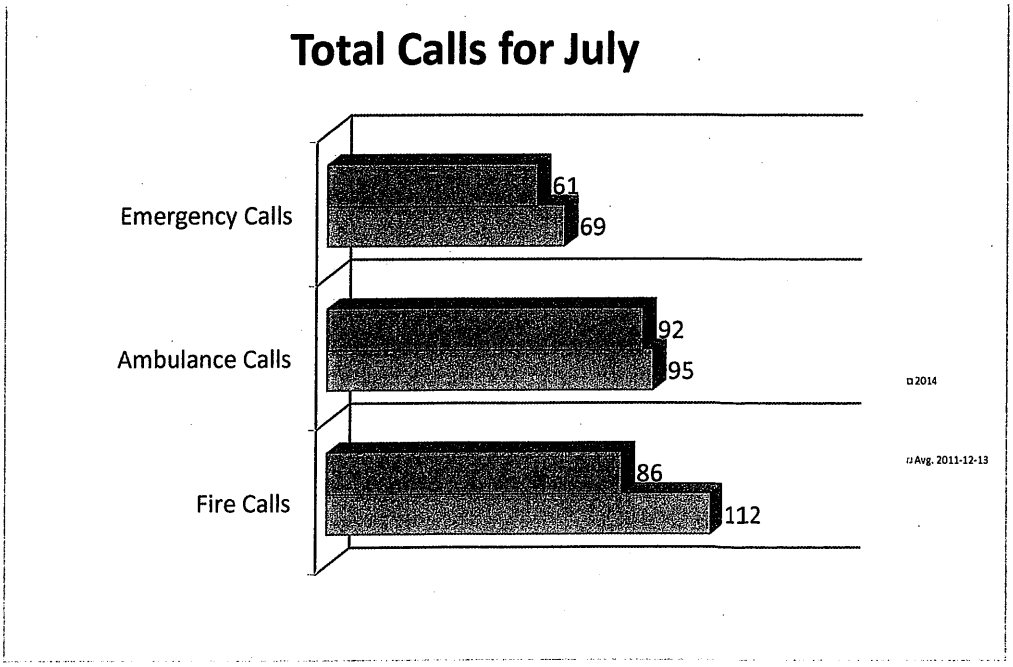
Fire: 665 **Ambulance: 610** **Emergency: 358**

2014 Total: 1633 **2011-12-13 Average: 1547**

Hinsdale Fire Department Monthly Report July 2014

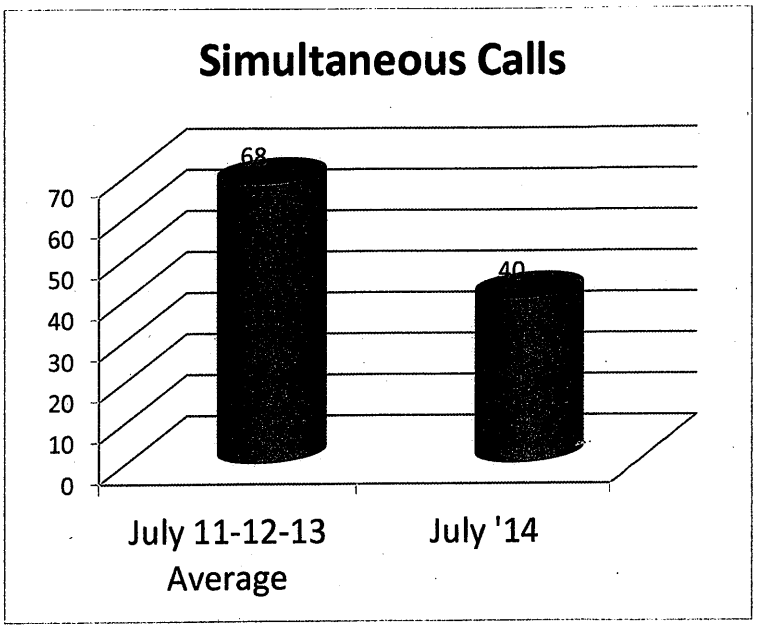
Emergency Response

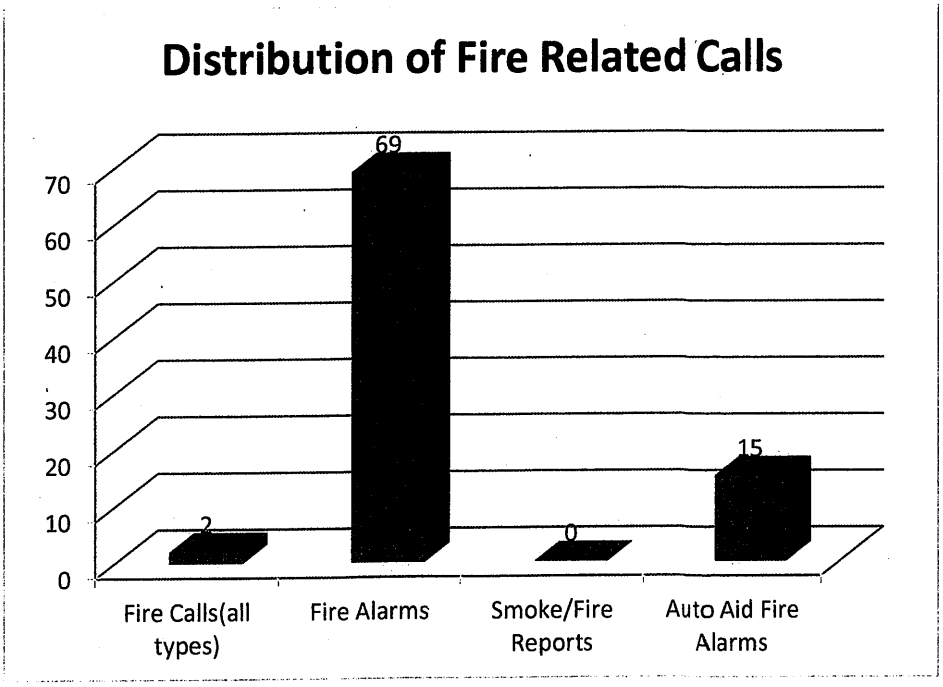




Hinsdale Fire Department Monthly Report July 2014

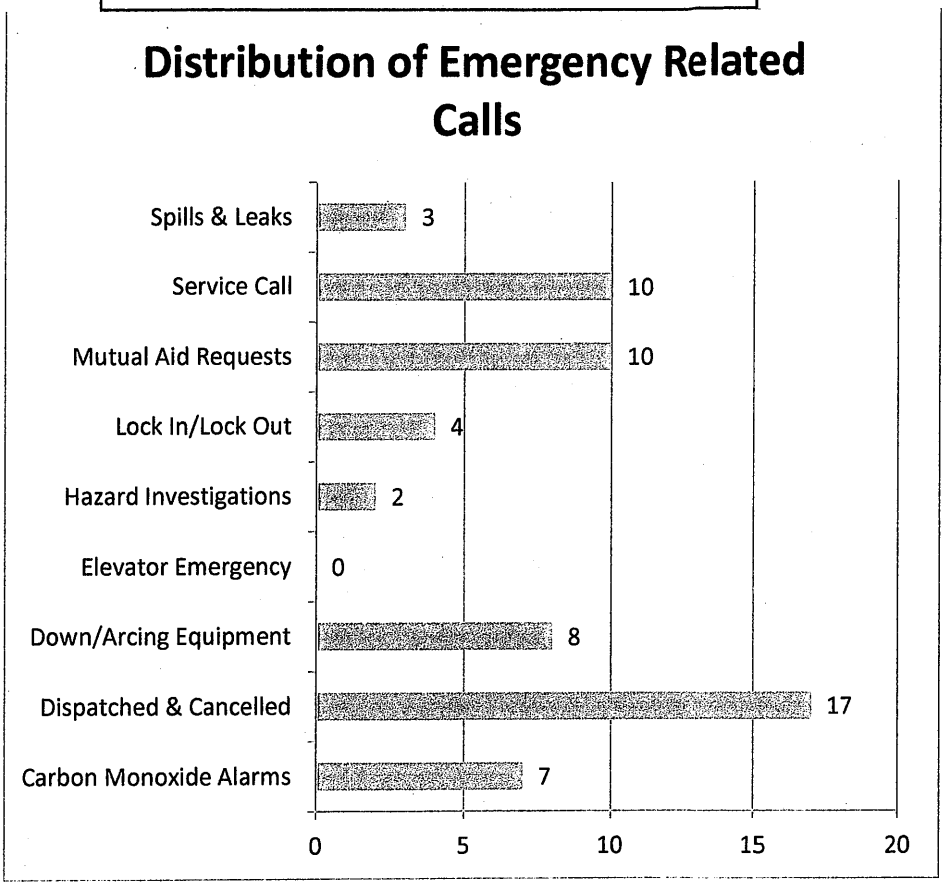
Emergency Response

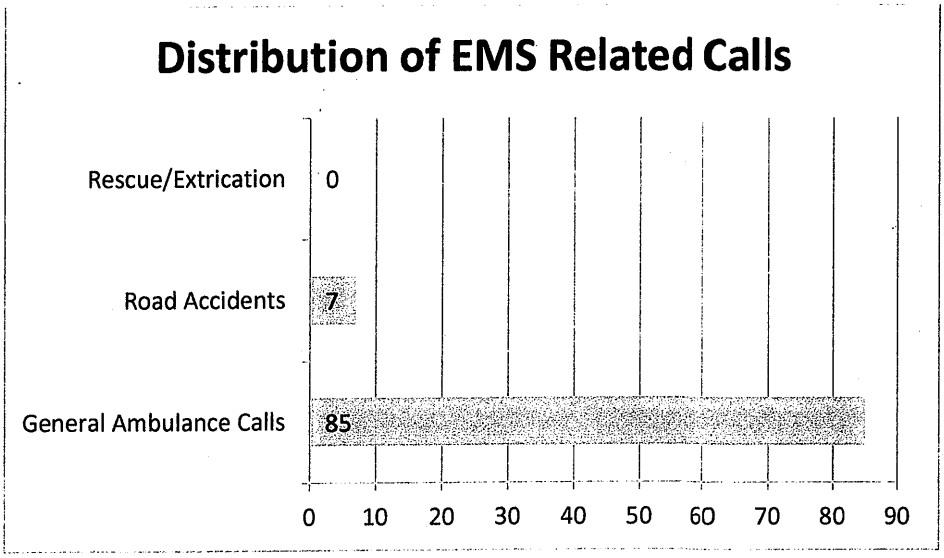




Hinsdale Fire Department Monthly Report July 2014

Emergency Response





Hinsdale Fire Department Monthly Report July 2014

Incidents of Interest

- July 1st – members responded to assist the Downers Grove Fire Department with our aerial ladder to cover their town while they are busy fighting a structure fire. Members stood by at Downers Grove Fire Station #2.

- July 6th – Captain DeWolf responded to assist the Naperville Fire Department investigate a commercial structure fire. Response was part of the DuPage County Fire Task Force.

- July 7th – members responded to assist the Western Springs Fire Department with our aerial ladder for smoke in the residence. Smoke was caused by a basement fan malfunctioning. Members assisted in securing the problem. No dollar damage.

- July 12th – members responded to the 800 block of south County Line Road for a vehicle that struck a house. There were no injuries but severe damage to the home. House was secured and the Building Department notified.

- July 12th – members responded to the Garfield Railroad Crossing for a vehicle struck by a train. The driver accidentally turned onto the tracks. There were no injuries as the 3 occupants exited the vehicle prior to it being struck. Members secured the area from hazards. Members stood by until the car was removed and railroad personnel secured the area.

- July 15th – members responded to assist the Pleasantview Fire District with an ambulance to treat and transport a person with a medical emergency. One person was taken to Hinsdale Hospital.

- July 18th – Firefighter Karban responded to assist the Naperville Fire Department investigate a commercial structure fire. Response was part of the DuPage County Fire Task Force.

- July 19th – members responded to assist the Western Springs Fire Department with an ambulance for an accident with multiple injuries in their town. One person was transported to Hinsdale Hospital.

- July 21st – members responded to 57th & Grant Street for a vehicle accident with a rolled over car. Members treated and transported one person to Hinsdale Hospital. Members also secured the vehicles.

- July 22nd – members responded to assist the Westmont Fire Department with an engine to cover their town while they are busy fighting a commercial structure fire. Members stood by at Westmont Fire Station #2.

- July 22nd – members responded to Interstate 294 under 47th Street for a truck on fire. Members extinguished a truck that was on fire. There were no injuries, damage estimated at $5000.

- July 23rd – Firefighter Karban responded to assist the Bensenville Fire Department investigate a fatal residential structure fire. Response was part of the DuPage County Fire Task Force.

- July 26th – members responded to assist the Western Springs Fire Department with an engine for a vehicle that left the roadway and struck a commercial building in their downtown area. Members assist securing the building.

- July 28th – Lt. Neville responded to assist the Riverside Fire Department investigate a residential structure fire. Response was part of the MABAS Cause & Origin Response Team.

- July 29th – members responded to assist the Oak Brook Fire Department with an ambulance for an accident with multiple injuries in their town. One person was transported to Good Samaritan Hospital.

- July 29th – members responded to the entrance ramp to the Hinsdale Oasis for a truck fire. Members found a truck with the brakes locked and smoking. Members secured the vehicle. There were no injuries, no dollar damage.

Hinsdale Fire Department Monthly Report July 2014

Training/Events

- During the month of July, members received regular shift training in fire equipment and apparatus maintenance, EMS continuing education, Tactics review, Review of HAZ MAT Decontamination, and Pre Incident Surveys.

- All paramedics received updated standing medical orders from the Good Samaritan EMS System and completed in service training on them. Every paramedic also completed mandated testing.

- Lt. Carlson and Firefighters Ziemer and Smith attended a Basic Operations & Usage Class Review on Thermal Imaging Cameras at the Western Springs Fire Department.

- Firefighters McDonough and Wilson completed their testing for the Engineer/Command position.

- Firefighter McDonough completed certification as a CPR Instructor.

- Firefighter Karban continued with the Chief Fire Officer Certification program through the Illinois Fire Chiefs Association.

- Firefighter McCarthy continued pursuing his Master's degree at Lewis University.

- Captain Votava instructed a NIMS 100 class for the new Village staff members.

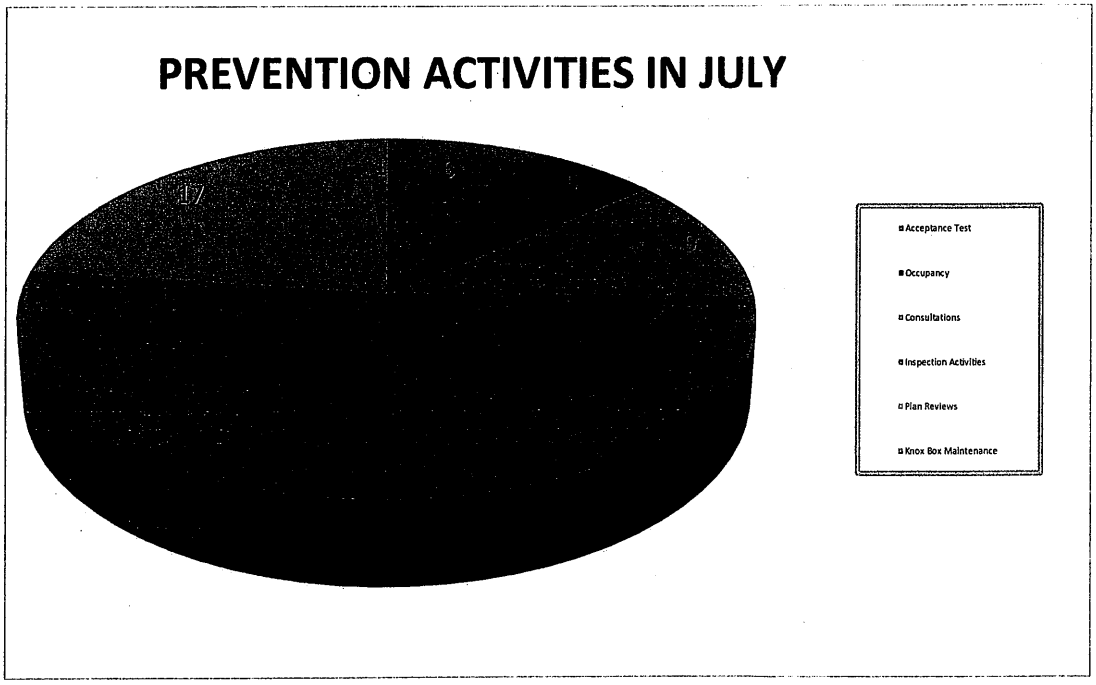
- All shifts were heavily involved in proficiency training on our new fire engine. A number of hours were spent by every shift member driving, pumping, and operating this vehicle.

- All shift were heavily involved in the fire hydrant maintenance program.

Hinsdale Fire Department Monthly Report July 2014

Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



Fire Prevention/Safety Education:

- July 15, attended a meeting with Hinsdale School District 181 to review and approve Crisis Plan updates for coming school year.
- July 16, attended Village of Hinsdale Safety Review meeting.
- July 16, attended Hinsdale School District 181 Crisis and Safety Plan meeting to review safety initiatives for the summer and the upcoming school year.
- Shift members visited the KinderCare Program at Burns Field to promote fire safety.

Hinsdale Fire Department Monthly Report July 2014

The Survey Says...

The Fire Department solicits feedback from the residents and customers that we provide both emergency service and non-emergency services.

These surveys are valuable in evaluating the quality of services and programs we provide. They are also an opportunity for improvement.

Customer Service Survey Feedback:

We received **eight** responses in the month of **July** for our emergency services with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes – 8 / 8

Was the quality of service received:

"Higher" than what I expected – 6 / 8
"About" what I expected – 2 / 8
"Somewhat lower" than I had expected 0 / 8

*Miscellaneous Comments (**direct quotes**):*

"Your personnel were very caring and professional. Outstanding job!"

"Responders were professional, courteous, caring and friendly. Helped me stay calm at a frightening time. Thanks to all – "

"I had Mike and...(I can't remember his name, Sorry). They both were great. I really couldn't say enough good about either one. They were wonderful."

"...the "group" was great, &, I surely appreciated it! Thanks a million!"

"The guys were great"

VILLAGE OF HINSDALE FOUNDED IN 1873

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7060
121 N. M. SYMONDS DRIVE

FIRE AND POLICE SERVICES

MONTHLY REPORT

August 2014

POLICE SERVICES MONTHLY REPORT

August 2014

Investigations, Crime Prevention, and Youth Bureau Summary
August 2014

Investigations Division

For the month of August 2014, the division had a total of 46 cases being investigated with 19 of these cases brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (11), Theft (9), and Vandalism/Trespass (7).

On August 2, 2014, a 19-year-old La Grange man was charged with **Aggravated Assault of a Police Officer** and one count of **Resisting/Obstructing an Officer**, after officers detained the suspicious male who may have been under the influence of drugs. The man after being approached by officers became aggressive and then fled on foot and after a short foot pursuit was arrested. The man was released on an I-bond.

On August 4, 2014 a 21-year-old Hinsdale man was charged with one count of **Battery**, after an investigation of battery in which the offender struck the victim in the face with a punch. The man was released after posting bond.

On August 17, 2014 a 23-year-old Westmont man was charged with one count of **Driving under the Influence Alcohol** one count of **Improper Lane Usage** and one count of **Following too Closely** after a routine traffic stop. The man was released after posting bond.

On August 23, 2014, a 48-year-old Prospect Heights man was charged with one count of **Leaving the Scene of an Accident**, and one count of **Failure to Reduce Speed** and one count of **Improper Lane Usage**, after an investigation into a one vehicle car crash that damaged Village property. The man was released on an I-bond.

On August 24, 2014, a 24-year-old Lombard woman was charged with one count of **Driving under the Influence of Alcohol** and one count **Speeding** after a routine traffic stop. The woman was released on an I-bond.

On August 25, 2014, a 39-year-old Hinsdale man was arrested on a warrant for one count of **Domestic Battery**, after a May 2 incident in which he struck another family member. The man was in the custody of the DuPage County Jail.

CRIME PREVENTION ACTIVITY

On August 5, 2014, Officer Coughlin presented "Shots Fired" Violence in the Work Place to the staff at Hinsdale Hospital. Officer Coughlin answered many questions and also stopped by different areas of the hospital to go over safe places.

On August 11, 2014, Officer Coughlin met with Assistant Fire Chief McElroy to discuss upcoming school crisis trainings, lockdowns, severe weather drills and updating the crisis manual.

On August 13, 2014, Officer Coughlin attended the DJOA board meeting in Wheaton. Topics covered were meeting/training places, upcoming trainings and board meetings, membership, website and scholarships and presenters for the fall training conference.

On August 13, 2014, Officer Coughlin presented a Situational Awareness/ Self –Defense class to a group of high school and college females. The class was about not putting yourself in a position to become a victim, knowing your surroundings, and learning self-defense techniques. The girls all had a chance to practice the self-defense techniques and then they were put in a situation where an offender grabs them and they have to fend him off using the techniques they learned.

On August 14, 2014, Officer Coughlin and Danielle Butts from All Our Children's Advocacy Center, presented the Mental Health First Aid training course to a group of police officers. This 8-hour class covered topics such as Depression, Anxiety, Psychosis, Substance Abuse Disorders and Eating Disorders.

On August 15, 2014, Officer Coughlin presented the Alive at 25 Defensive driving course at the Hinsdale Police Department. The 4 ½ hour class is dedicated to improving decision making by identifying behaviors which can lead to traffic crashes. The course includes videos, group work and facilitated discussion.

On August 19, 2014, Officer Coughlin met with Rocky May, the Dean at Hinsdale Middle School to discuss upcoming school crisis trainings, lockdown and severe weather drills and updating the crisis manual.

On August 20, 2014, Officer Coughlin arranged for members of the Hinsdale Police Department to participate in the ALS challenge.

On August 20, 2014, Officer Coughlin attended a District 181 Safety and Crisis meeting at Elm school. Topics covered were the key fob system, new flip charts, visitor ID system and updating the crisis manuals.

On August 21, 2014, Officer Coughlin and Assistant Fire Chief McElroy met with the new Principal Carol Burlinski at St. Isaac Jogues School to discuss upcoming school crisis trainings, lockdown and severe weather drills and updating the crisis manual.

On August 21, 2014, Officer Coughlin and Assistant Fire Chief McElroy presented crisis training to the staff at The Lane School. Topics covered were evacuation plans, shelter in place and lock down procedures.

On August 22, 2014, Officer Coughlin attended the quarterly I.J.O.A. meeting at the Tinley Park P.D. Topics covered were forming new committees, scholarships, newsletter, juvenile trainings, new members and the upcoming juvenile training conference in June 2015.

On August 22, 2014, Officer Coughlin attended the Peer Jury Swearing In at Downers Grove Village Hall for all new jurors. Officer Coughlin participated in mock cases, spoke with parents and answered questions about the peer jury program.

On August 25, 2014, Officer Coughlin visited Oak School on the first day of school at the beginning of the school day to be visible, to make sure that students were safe, drivers were not on cell phones in school zones and spoke with and gave high fives to many students.

On August 25, 26, 27, 2014, Officer Coughlin visited Hinsdale Middle School at the beginning of the school day to be visible, to make sure that students were safe and drivers were not on cell phones in school zones. He spoke with and gave high fives to many students.

On August 26, 2014, Officer Coughlin visited The Lane School on the first day of school at the beginning of the school day to be visible to make sure that students were safe, drivers were not on cell phones in school zones and spoke with and gave high fives to many students.

On August 26, 2014, Officer Coughlin coordinated a school lock down drill at St. Isaac Jogues School. The drill went very smoothly with a few challenges that were addressed with Principal Burlinski.

On August 27, 2014, Officer Coughlin visited Monroe School on the first day of school at the beginning of the school day to be visible to make sure that students were safe, drivers were not on cell phones in school zones and spoke with and gave high fives to many students.

On August 27, 2014, Officer Coughlin and Assistant Fire Chief McElroy met with the new Principal Dr. Gerald Coy at Hinsdale Adventist Academy to discuss upcoming school crisis trainings, lockdown and severe weather drills and updating the crisis manual.

On August 27, 2014, Officer Coughlin and Assistant Fire Chief McElroy updated all the crisis manuals that are in the knox boxes at all D181 Hinsdale schools.

On August 28, 29 2014, Officer Coughlin visited Madison School at the beginning of the school day to be visible to make sure that students were safe, drivers were not on cell phones in school zones and spoke with and gave high fives to many students.

On August 28, 2014, Officer Coughlin and Assistant Fire Chief McElroy met with the new Principal Martha Henrickson at Oak School to discuss upcoming school crisis trainings, lockdown and severe weather drills and updating the crisis manual.

On August 28, 2014, Officer Coughlin assisted School District 181 and State Farm Insurance with a Bicycle Safety Rodeo at The Lane School. Officer Coughlin assisted with bike registrations, inspections, and licenses.

On August 29, 2014, Officer Coughlin trained four Madison School fifth grade classes in Safety Patrol. Students were taught about: paying attention to younger kids, always setting a good example, opening doors for students coming into or exiting the building, making sure students walk their bikes, reporting for duty on time, trying to prevent accidents, obeying the teachers, reporting dangerous student practices and earning the respect of fellow students.

On August 29, 2014, Officer Coughlin met with Principal McMahon at Madison School to discuss upcoming school crisis trainings, lockdown and severe weather drills and updating the crisis manual.

On August 29, 2014, Officer Coughlin assisted with a planned Fire drill at Hinsdale Middle School. Officer Coughlin then assisted with the ALS Challenge with the students and staff.

On August 29, 2014, Officer Coughlin walked the Business District monitoring the behavior of middle school students. Officer Coughlin spoke with teens, shoppers, business owners and handled any incidents related to the students.

On August 7, 8, 28, 2014, Officer Coughlin supervised two high school students completing community service work.

Youth Bureau Summary

On 8/12/2014 at approximately 12:51am, a Leyden Township High School senior was observed by Western Springs PD with a speed limit sign in his possession, which he pulled out of the ground. The student was charged with **Theft** and **Returned to his Parents**.

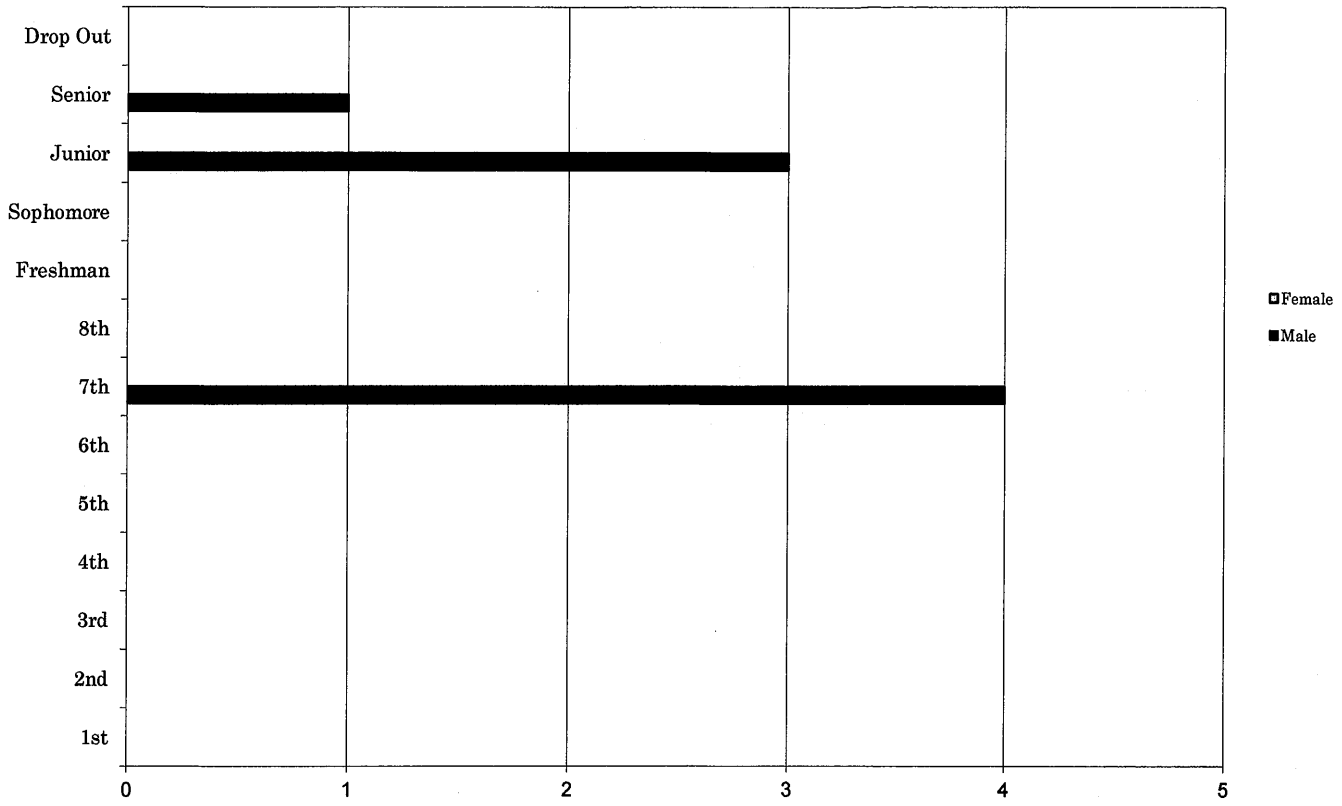
On 8/13/2014 at approximately 5:15pm, four (4) Hinsdale Middle School seventh graders were charged with **Criminal Damage to Property** after Officers responded to a call regarding a broken window. The boys admitted to using a slingshot to fling rocks. All four (4) boys were **Returned to their Parents**.

On 8/24/2014 at approximately 5:36pm, two Hinsdale boys were observed swimming in Salt Creek unsupervised. Both boys were **Returned to their Parents**.

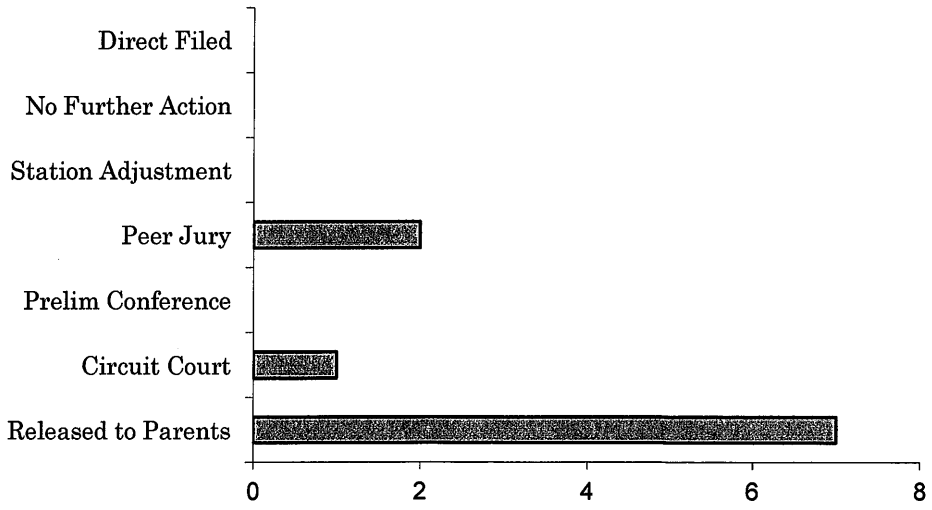
On 8/27/2014 at approximately 3:58pm, three (3) HCHS juniors were charged with **Unlawful Possession of Cannabis/Drug Paraphernalia** when Officers were dispatched for a suspicious parked vehicle. Two of the juveniles were given **Peer Jury** and the third juvenile was ordered to appear in **Field Court**.

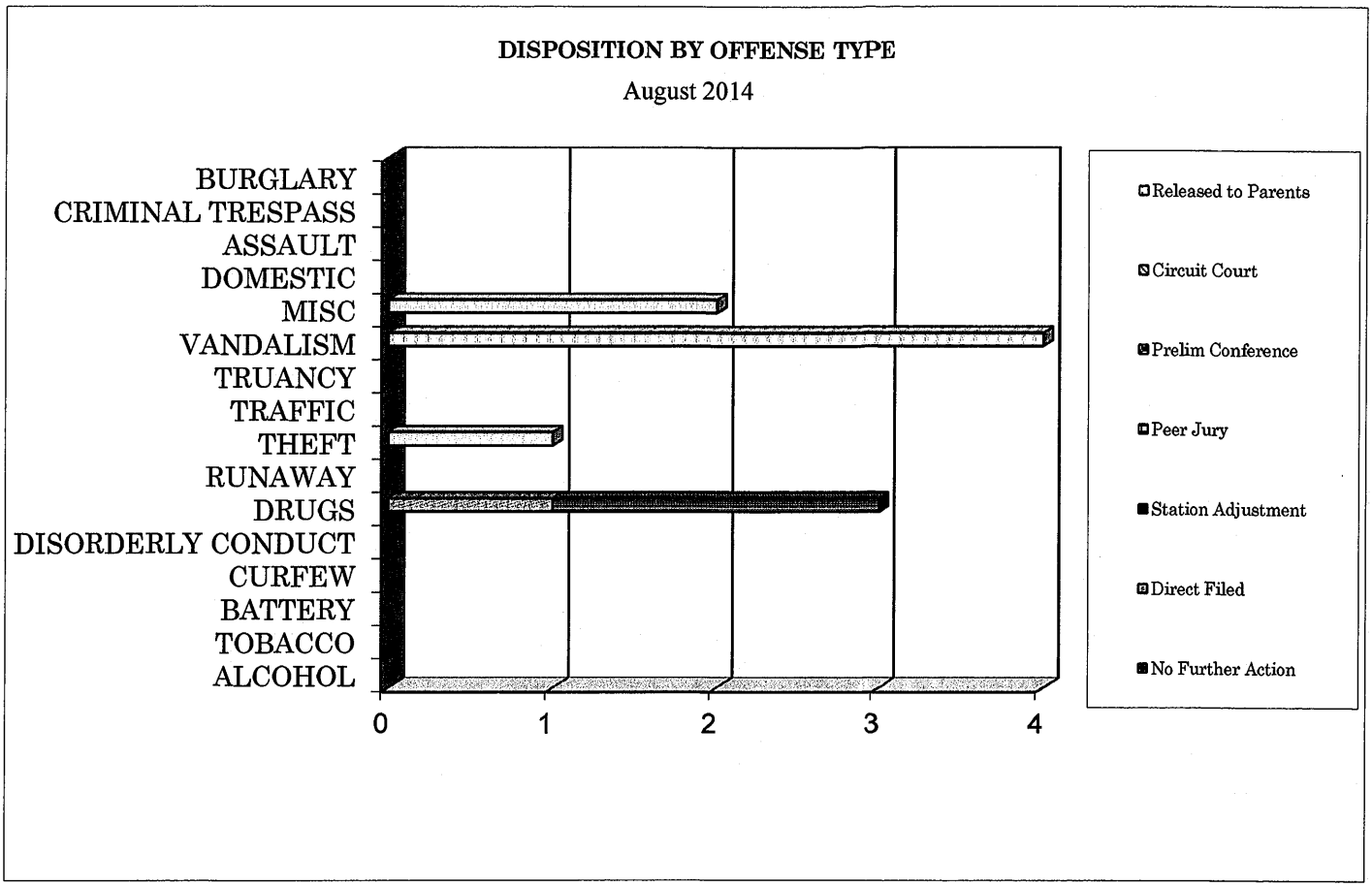
Hinsdale Police Department
JUVENILE MONTHLY REPORT
August 2014

AGE AND SEX OF OFFENDERS



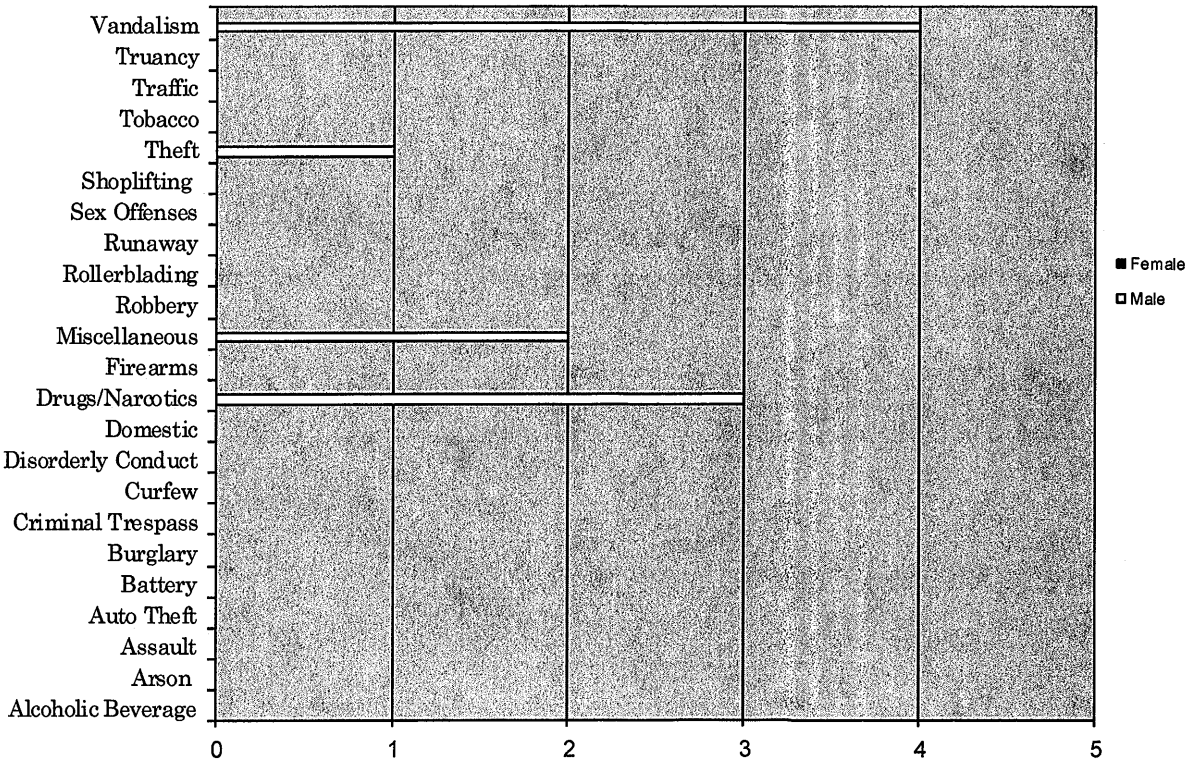
DISPOSITION OF CASES





Juvenile Monthly Offenses Total Offenses by Offense Type

August 2014



Traffic Summary

Investigations Division members were assigned to each elementary school during arrival and dismissal times for the first week of school. Officers were directed to make observations of parking violations and encourage parents to follow the appropriate procedures for pick and drop-off. Positive feedback was received from parents, as well as school administrators. The portable speed trailer has also been deployed on a daily basis in school zones within the community.

Traffic information was provided to residents regarding the intersection of North & Adams, 600 blk N. Elm Street, and the 500 blk Justina. Residents expressed concerns and sought feedback on processes for slowing vehicles in these areas . The speed trailer has been utilized in cooperation with the speed feedback sign to gather additional analysis on 85th speeds. Unique circumstances were not observed that would warrant additional manpower allocation as of this time.

A resident inquired about the intersection of Walnut & Clay and requested that existing yield signs be converted to stop signs. A preliminary on-site review of the intersection, vehicular volumes, and crash history indicated that MUTCD warrants would not be met. Due to the intersection's close proximity to Monroe School, pedestrian warning signage was installed in advance of the crosswalk at the intersection and its frequent use by school students.

Residents near Pierce Park voiced concerns regarding vehicles parking on both sides of the 600 blk of E. Hickory Street during times of park activity. It was determined that existing signage within the block was improperly marked. A recommendation has been prepared for corrections necessary to the posted signage, and a temporary 90-day restriction was imposed to make timely improvements to the conditions within the block.

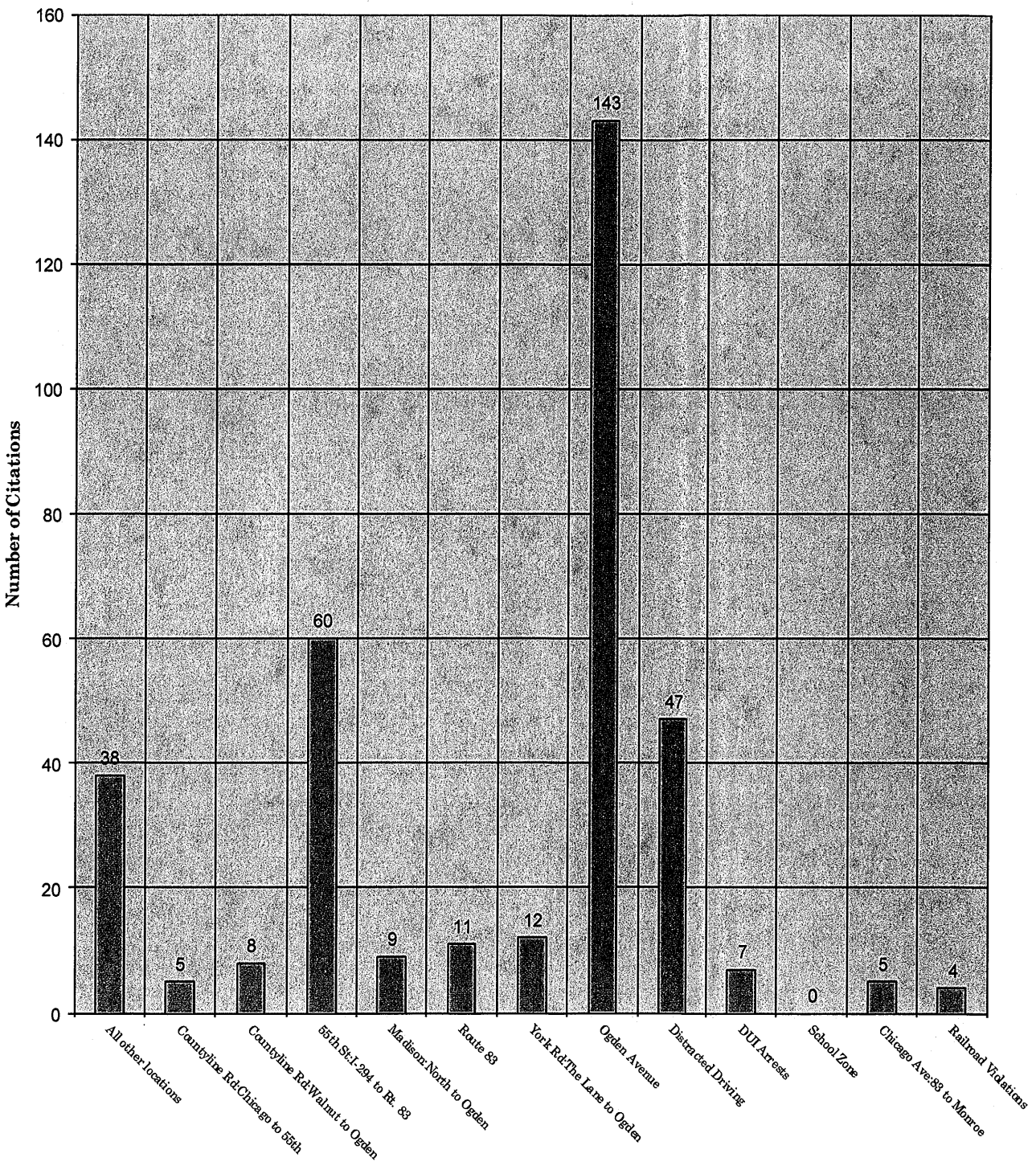
There has been on-going evaluation of the parking conditions within the 700-800 blk Justina, where residents have previously presented concerns to the Zoning and Public Safety Committee about Whole Foods employees parking long-term during the daytime. Chief Bloom met with the store manager at Whole Foods on this issue, and additional measures will be taken to distribute the parking of the vehicles to other public roadways. Residents have preliminarily reported some improvement, varying by the day.

Deputy Chief Wodka met with a resident who lives near Fuller & Justina regarding his request for a 4-way stop at this intersection. A traffic study was completed which included on-site review of the intersection, vehicular volumes, and crash history. The traffic study indicated that MUTCD warrants would not be met based upon data collected, and the results of the study had been shared with the resident.

Hinsdale Police Department

Selective Enforcement Citation Activity

August 2014

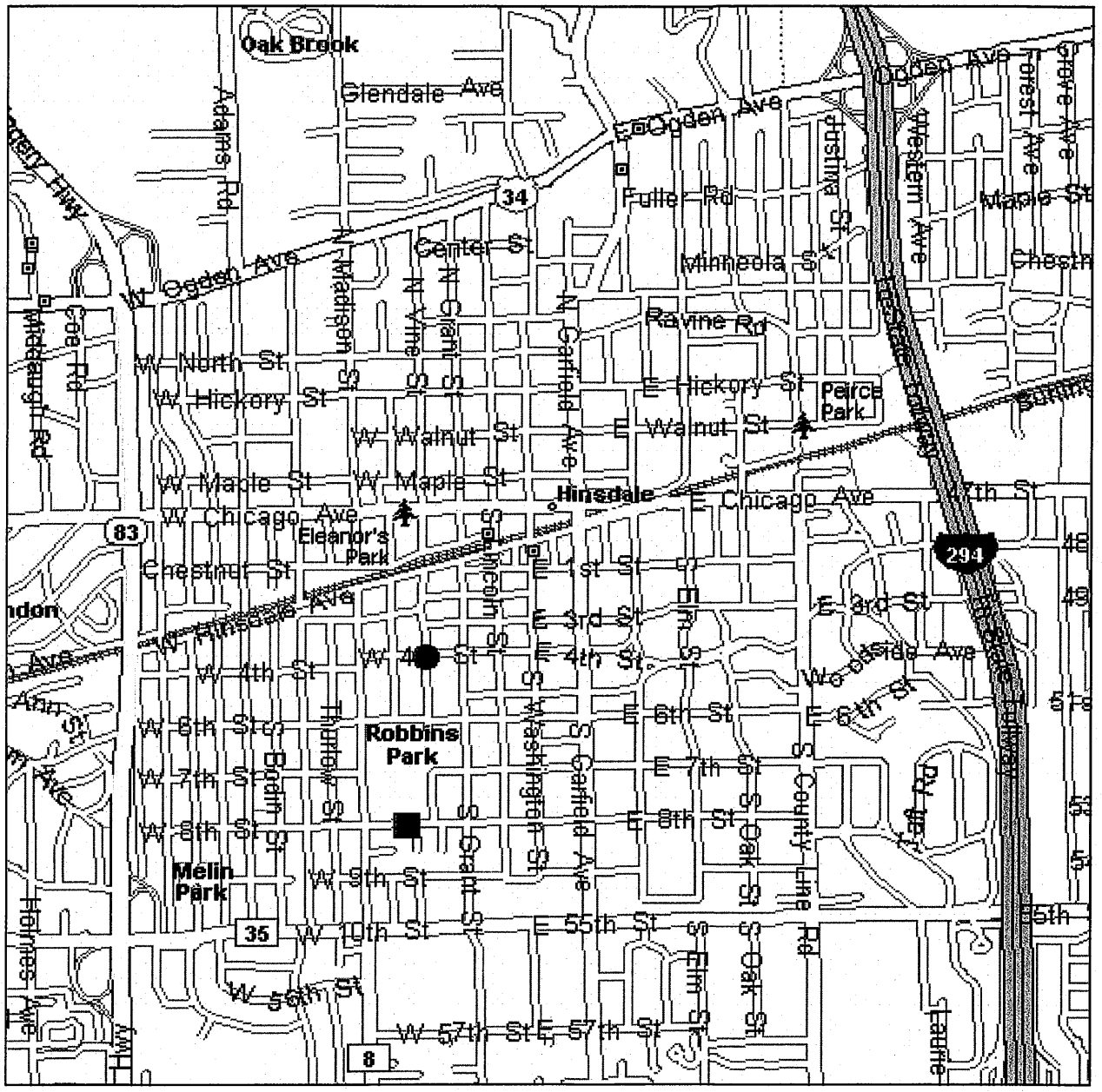


TRAFFIC ENFORCEMENT

August 2014

* *Includes Citations and Warnings*	This Month	This Month Last Year	YTD	Last YTD
Speeding	100	102	702	788
Disobeyed Traffic Control Device	23	19	201	134
Improper Lane Usage	24	19	186	164
Insurance Violation	10	12	85	99
Registration Offense	27	30	220	179
Seatbelt Violation	39	41	226	275
Stop Signs	42	37	236	239
Yield Violation	16	11	101	86
No Valid License	2	2	21	21
Railroad Violation	2	1	9	6
Suspended/Revoked License	1	5	17	39
Cellular Phone Violations	122	0	547	50
Other	4	71	115	471
TOTALS	**412**	**350**	**2,666**	**2,551**

BURGLARIES
August 2014



■ Burglaries

● Burglaries from Motor Vehicles

MONTHLY OFFENSE REPORT

August 2014

CRIME INDEX	This Month	This Mo. Last Year	Year To Date	Last Year To Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	1	1
3. Robbery	0	0	0	0
4. Assault and Battery, Aggravated	1	0	2	1
5. Burglary	0	0	9	20
6. Theft	10	13	89	92
7. Auto Theft	1	1	4	2
8. Arson	0	0	0	0
TOTALS	12	14	105	116

SERVICE CALLS—AUGUST 2014

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	2	1	**100**
Robbery	0	0	0	0	**0**
Assault/Battery	3	1	19	24	**-21**
Domestic Violence	10	14	81	70	**16**
Burglary	0	0	2	7	**-71**
Residential Burglary	0	0	6	10	**-40**
Burglary from Motor Vehicle	0	1	12	12	**0**
Theft	13	14	78	88	**-11**
Retail Theft	0	0	3	7	**-57**
Identity Theft	2	4	30	32	**-6**
Auto Theft	1	2	8	5	**60**
Arson/Explosives	0	0	0	0	**0**
Deceptive Practice	2	3	13	10	**30**
Forgery/Fraud	2	2	20	27	**-26**
Criminal Damage to Property	8	7	42	64	**-34**
Criminal Trespass	0	0	6	5	**20**
Disorderly Conduct	1	1	4	10	**-60**
Harassment	6	1	35	26	**35**
Death Investigations	0	0	0	0	**0**
Drug Offenses	0	0	8	9	**-11**
Minor Alcohol/Tobacco Offenses	0	1	9	6	**50**
Juvenile Problems	17	18	108	149	**-28**
Reckless Driving	1	1	6	8	**-25**
Hit and Run	11	11	78	67	**16**
Traffic Offenses	9	12	49	59	**-17**
Motorist Assist	49	40	397	346	**15**
Abandoned Motor Vehicle	2	1	16	12	**33**
Parking Complaint	30	22	182	191	**-5**
Auto Accidents	55	50	453	383	**18**
Assistance to Outside Agency	10	3	39	23	**70**
Traffic Incidents	10	5	57	62	**-8**
Noise complaints	17	16	128	80	**60**
Vehicle Lockout	33	32	212	244	**-13**
Fire/Ambulance Assistance	165	171	1,282	1,328	**-3**
Alarm Activations	128	127	944	1,035	**-9**
Open Door Investigations	1	2	31	28	**11**
Lost/Found Articles	16	22	119	134	**-11**
Runaway/Missing Persons	3	2	41	21	**95**
Suspicious Auto/Person	36	44	267	318	**-16**
Disturbance	11	6	71	74	**-4**
911 hangup/misdial	106	122	829	915	**-9**
Animal Complaints	44	32	289	263	**10**
Citizen Assists	72	72	430	453	**-5**
Solicitors	4	6	60	48	**25**
Community Contacts	15	15	30	33	**-9**
Curfew/Truancy	0	0	8	5	**60**
Other	91	96	801	793	**1**
TOTALS	**984**	**979**	**7,305**	**7,485**	**-2**

Hinsdale Police Department
Training Summary
August 2014

(All training is mandatory unless noted otherwise)

On Tuesday, August 12, 2014, Officers Thomas Lillie and Louis Hayes attended 8-hour **FIAT Training**.

From Monday, August 25, 2014 to Friday, August 29, 2014, Officer Karen Kowal attended **40 Hour Field Training Officer Sokolove Model**. This course was specifically designed for experienced, uniformed patrol personnel selected to serve as Field Training Officers for probationary employees. This course emphasized the FTO's role in assisting probationers in certifying for solo patrol operations by applying the knowledge and skills acquired during Basic Police Training/Certification and using them according to agency policies, procedures, and community service delivery standards. Instruction in this program highlighted two essential Field Training and Evaluation Process skills: A) the ability to examine and objectively document the probationer's job behaviors using standardized assessment guidelines and, B) the analysis of the probationer's training needs and use of proper instructional techniques for corrective action. Presentation focused on discussion as well as hands-on application of the course materials in small group and individual/student exercises. Students were required to complete out-of-classroom reading assignments from the course text and workbook "Breaking Routine: Field Training Officer." Course content included: What every FTO really needs to know about the operational structure of the Field Training & Evaluation Process; The Instructional Relay Race: Taking over where basic police training/certification left off; Inventorying the probationer's current knowledge and skill proficiencies; Selection and use of on-the-job instructional techniques: finding the right tools to meet the challenge; Examining effective probationer assessment standards that produce outstanding law enforcement officers; Utilization of standardized evaluation guidelines; Documenting probationer performance; Performance assessment: objectively measuring probationer competence; Documenting the extent of training and coaching; Managing deficient performance and the "Not Responding to Training" probationer; Use of the Probationer Officer Manual as the Field Training playbook; Preparing the Probationer for Community Oriented Policing

On Tuesday, August 26, 2014, Officers Thomas Lillie and Louis Hayes attended 8-hour **FIAT Training**.

During the month of August, 5 employees completed the 3-hour **Introduction to the Incident Command System for Law Enforcement**, one employee completed the 3-hour **ICS for Single Resources and Initial Action Incidents,** 3 employees completed the 3-hour **National Incident Management System (NIMS), an Introduction,** one employee completed the 3-hour **National Response Framework, An Introduction** and one employee completed the 1-hour **Leading by Legacy Webinar: Career Killers for Police Leaders-Avoiding Costly Mistakes,** online or during roll call.

Submitted by:

Detective Sergeant Bernholdt
Training Coordinator

August 2014 COLLISION SUMMARY

All Collisions at Intersections

LOCATION	This Month	Last 12 Months	Last 5 Years
Cleveland & Seventh	1	1	1
County Line Rd. & Chicago	1	3	7
Garfield & Chicago	1	7	24
Garfield & Third	1	2	3
Monroe & Chicago	1	1	17
Monroe & Ogden	1	1	28
Oak & Ogden	1	4	14
TOTALS	7	19	94

Right-Angle Collisions at Intersections

Collisions of this type are considered when reviewing MUTCD Warrants

LOCATION	This Month	Last 12 Months	Last 5 Years
Garfield & Third	1	2	3
Monroe & Chicago	1	1	14
Monroe & Ogden	1	1	16
TOTALS	3	4	33

Contributing Factors and Collision Types

Contributing Factors:	
Failure to Yield	**5**
Improper Backing	**11**
Failure to Reduce Speed	**17**
Following too Closely	**6**
Driving Skills/Knowledge	**1**
Improper Passing	**2**
Too Fast for Conditions	**4**
Improper Turning	**1**
Disobeyed Traffic Control Device	**2**
Improper Lane Usage	**2**
Had Been Drinking	**1**
Vehicle Equipment	**0**
Other	**0**
TOTALS	***52****

Collision Types:	
Private Property	**8**
Hit & Run	**8**
Crashes at Intersections	**9**
Personal Injury	**2**
Pedestrian	**0**
Bicyclist	**0**
Other	**12**
TOTAL CRASHES	***39***

Contributing factors may be higher than total crashes due to multiple contributing factors in a single crash.

Manual on Uniform Traffic Control Devices Warrants

August 2014

The following warrants should be met prior to installation of a **two-way** stop sign:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
2. Street entering a through highway or street;
3. Unsignalized intersection in a signalized area; and/or
4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a **Multi-way** stop sign:

1. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
3. Minimum volumes:
   a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
   b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
   c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

Option:
Other criteria that may be considered in an engineering study include:

1. The need to control left-turn conflicts;
2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-ay stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a **Yield** sign:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is no necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

CITATIONS—August 2014

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	*Commuter Permit*	30	35	241	217
Highland Lot	*Commuter Permit*	10	12	79	108
Village Lot	*Commuter Permit*	38	42	306	392
Washington Lot	*Merchant Permit*	52	43	277	289
Hinsdale Avenue	*Parking Meters*	223	208	2,298	2,390
First Street	*Parking Meters*	298	148	2,452	1,897
Washington Street	*Parking Meters*	251	240	3,310	2,932
Lincoln Street	*Parking Meters*	20	14	163	167
Garfield Lot	*Parking Meters*	172	117	915	1,345
Other	*All Others*	401	334	2,827	3,183
TOTALS		**1,495**	**1,193**	**12,868**	**12,920**

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	1,016	739	9,473	9,088
HANDICAPPED PARKING	4	5	25	32
NO PARKING 7AM-9AM	16	23	128	259
NO PARKING 2AM-6AM	86	85	822	808
PARKED WHERE PROHIBITED BY SIGN	23	55	387	488
NO VALID PARKING PERMIT	94	39	275	299
Vehicle Violations				
VILLAGE STICKER	77	91	489	720
REGISTRATION OFFENSE	58	57	504	391
VEHICLE EQUIPMENT	47	66	265	366
Animal Violations	8	10	60	81
All Other Violations	66	23	440	388
TOTALS	**1,495**	**1,193**	**12,868**	**12,920**

Social Networking Monthly Status Report
August 2014

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

- Community Service Announcement: The Hinsdale and Oakbrook Police Depts. presented the "Alive at 25" defensive driving class at the Hinsdale Police Station.

- Community Service Announcement: The Hinsdale Police and Fire Depts. Annual Open House will be held on Saturday, October 11, 2014.

- Community Service Announcement: Officer Mike Coughlin of the Hinsdale Police Dept. will host a Safety and Self Defense Class for high school and college women on Wednesday, August 13th at the station.

- Advised residents the I-294 southbound ramp to East Ogden Ave. will be closed. Periodic updates were posted from the Tollway Authority on I-294 ramp repairs and closures.

- Posted pictures of Officer Coughlin and CSO Kyle Paul teaching the Safety and Self Defense class.

- Community Service Announcement: The Hinsdale Police will enforce the 2014 Labor Day "Drive Sober or Get Pulled Over" Impaired Driving Crackdown August 15 through September 1.

- Thanked Officer Davenport and Sergeant Ruban for helping out at the last "Uniquely Thursday".

- Wished the incoming Hinsdale Central class of 2018 a great high school experience.

- Posted a video of the Hinsdale Police Dept. accepting the ALS Bucket Challenge. Extended a big thank you to all the officers and village staff who participated.

- Congratulated and thanked the Oakbrook Police Dept., Village of Hinsdale and District181 Staff and the Hinsdale Chamber of Commerce for accepting the Hinsdale Police Dept. ALS Bucket challenge.

- Reported flooded village streets and power outages due to the heavy rainfall. An area map of outages was posted. ComEd's web link and phone number were provided. Advised residents to call 9-1-1 to report downed trees and power lines. Updates were provided.

- Posted a picture of Officer Tim Lennox ready to assist flooded residents.

- Reminded residents that school is back in session. Only use hands free cellphones.

- Updated residents on Officer Kevin Berland's ongoing training with Officer Tom Lillie.

- Advised residents the Police Dept. lobby will be closed on Monday, Sept. 1 for the Labor Day holiday.

NUMBER OF FOLLOWERS

facebook: 527

twitter: 560

Hinsdale Fire Department
Monthly Report
August 2014

Emergency Response

In **August**, the Hinsdale Fire Department responded to a total of **236** requests for assistance for a total of **1869** responses this calendar year. There were **46** simultaneous responses and **nine** train delays this month. The responses are divided into three basic categories as follows:

Type of Response	*August 2014*	*% of Total*	*Three Year August Average 2011-2012-2013*
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	*108*	*46%*	*94*
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	*80*	*34%*	*94*
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	*48*	*20%*	*39*
Simultaneous: *(Responses while another call is on-going. Number is included in total)*	*46*	*19%*	*42*
Train Delay: *(Number is included in total)*	*9*	*4%*	*3*
Total:	*236*	*100%*	*227*

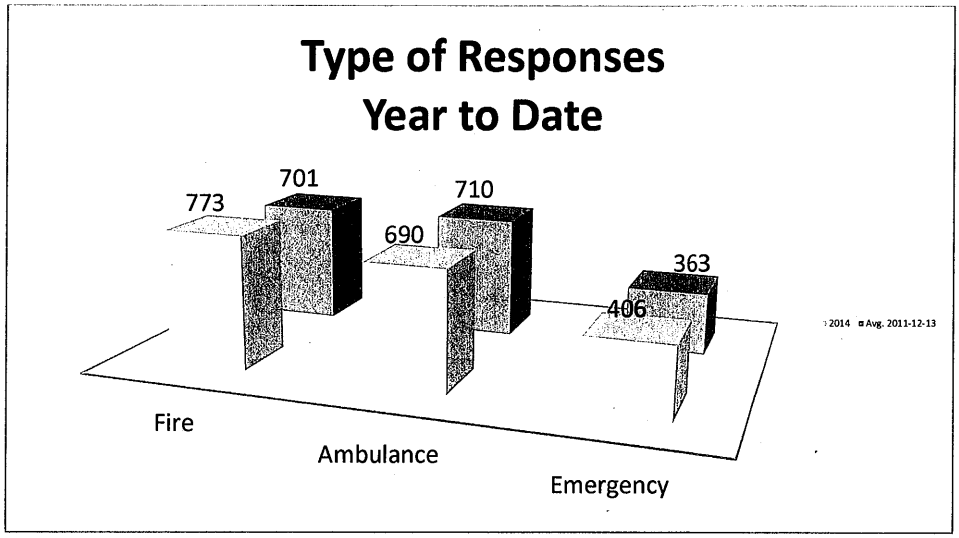
Year to Date Totals

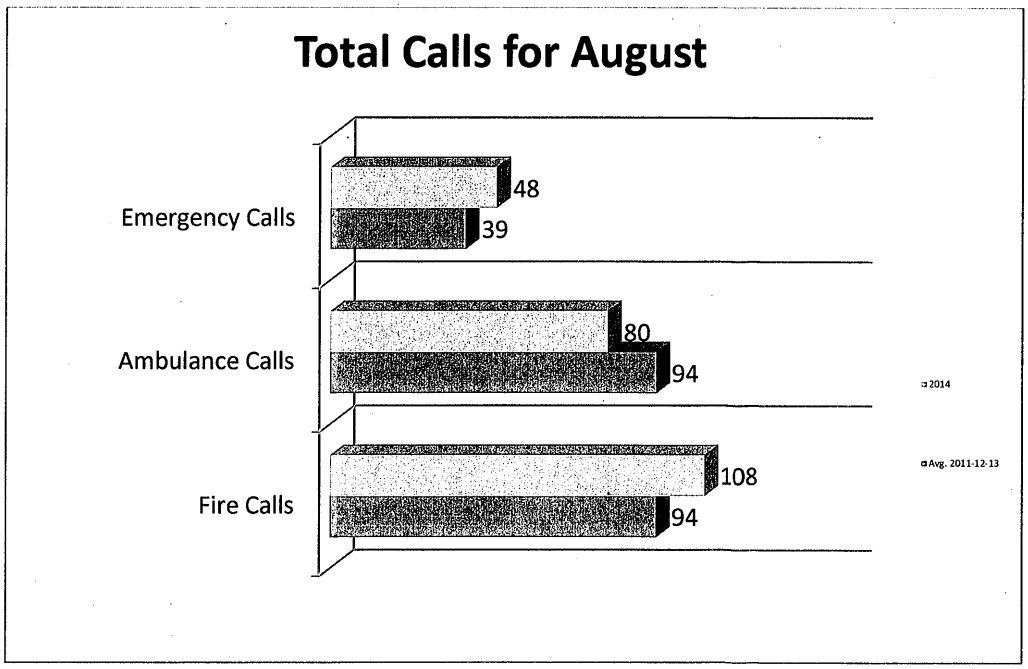
Fire: 773 **Ambulance: 690** **Emergency: 406**

2014 Total: 1869 **2011-12-13 Average: 1774**

Hinsdale Fire Department Monthly Report August 2014

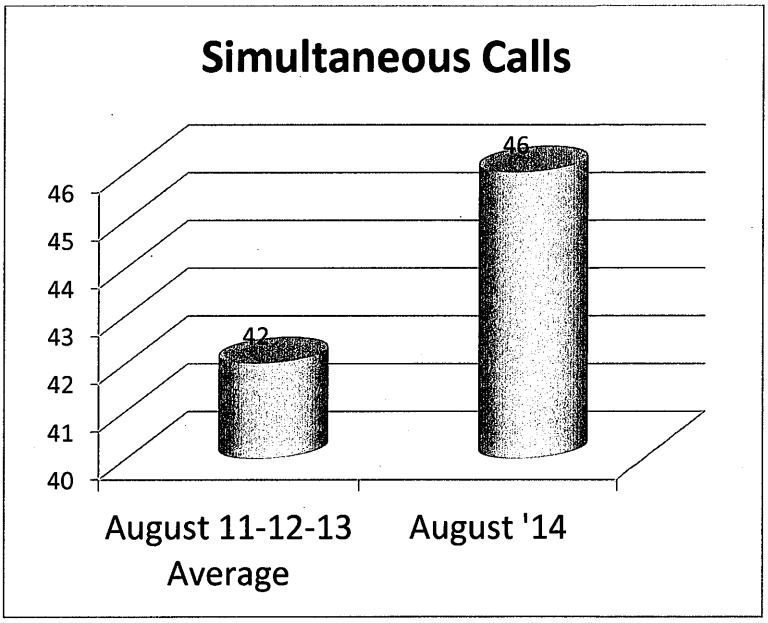
Emergency Response

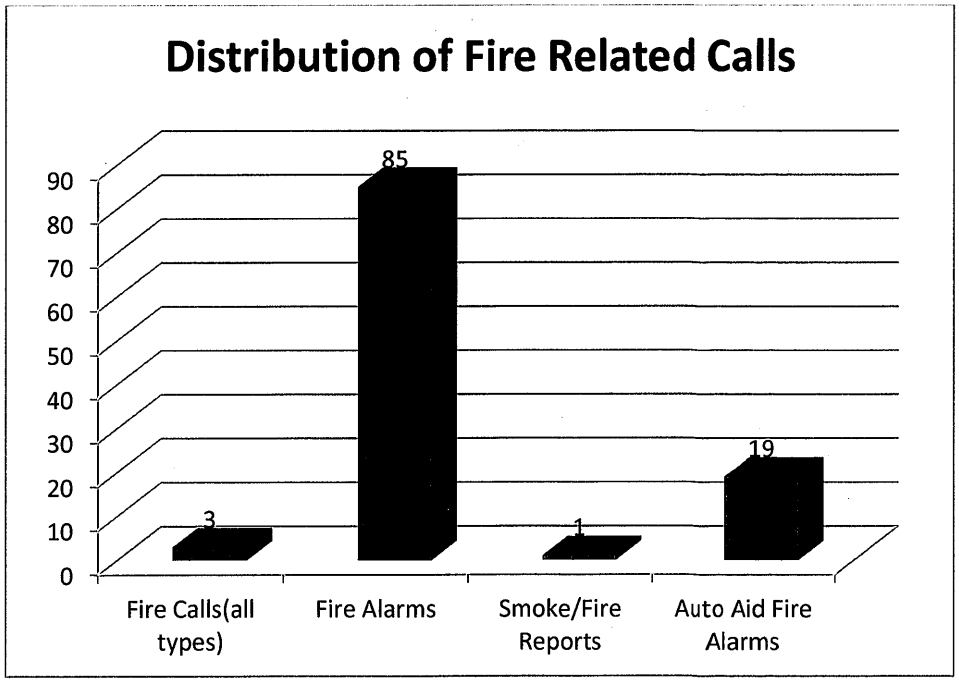




Hinsdale Fire Department
Monthly Report
August 2014

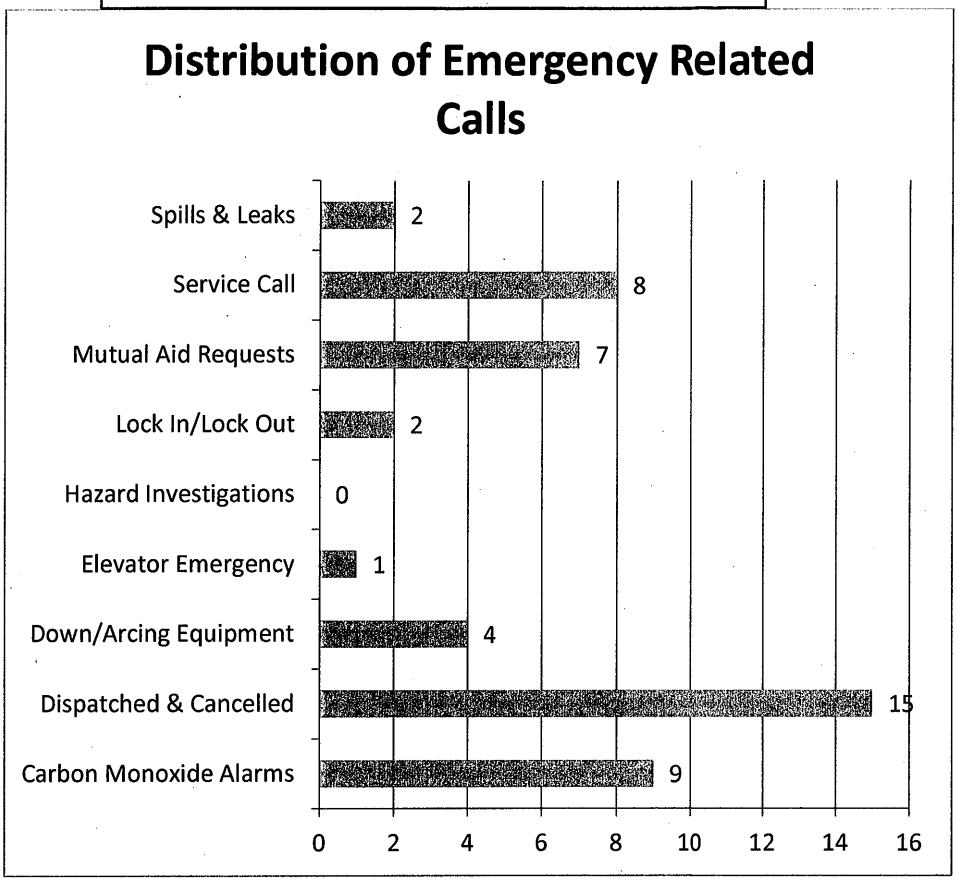
Emergency Response

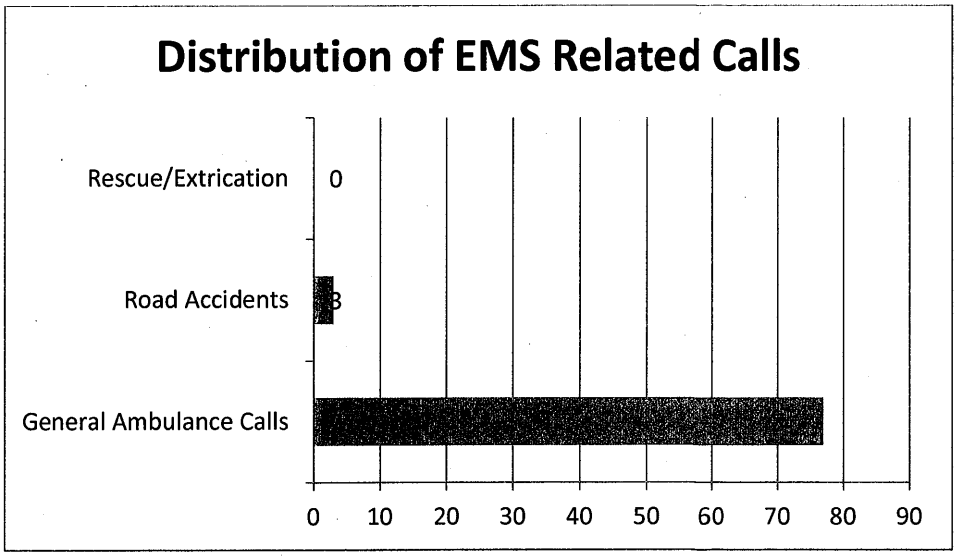




Hinsdale Fire Department Monthly Report August 2014

Emergency Response





Hinsdale Fire Department Monthly Report August 2014

Incidents of Interest

- August 1st – responded with an ambulance to assist the Pleasantview Fire District for multiple ambulance calls in their jurisdiction. Transported a cardiac patient to LaGrange Hospital.

- August 1st – responded with our aerial ladder to assist the Western Springs Fire Department with a small kitchen fire. Members ventilated the smoke from the residence and assisted their crews with securing the scene.

- August 2nd – responded to the 400 block of Walnut Street for a vehicle on fire. Members were assisted by Clarendon Hills Fire Department as the majority of our members were answering multiple ambulance calls. Members extinguished a fully involved car. No injuries, damage estimated at $50,000. Fire caused by a mechanical failure.

- August 5th – responded with an engine to assist the Westmont Fire Department for a fire alarm in the Golfview Hills subdivision. Alarm was activated by construction workers.

- August 6th – responded with our aerial ladder to assist the Downers Grove Fire Department by standing by in their Fire Station #2 while they extinguished a house fire.

- August 9th – responded with an ambulance to assist the Western Springs Fire Department for multiple ambulance calls. Transported an injured person to Hinsdale Hospital.

- August 11th – responded to an activated fire alarm at Hinsdale Hospital. Members found an overheated electrical motor in a patient room on the 2nd floor. Area secured, odor removed. Assisted by Clarendon Hills, Western Springs, and Oak Brook Fire Departments. No dollar damage.

- August 13th – responded with an engine to assist the Western Springs Fire Department for a fire alarm in their central business district. Alarm was activated by a broken sprinkler pipe. Members assisting in removing water from the store.

- August 16th – responded with our aerial ladder to assist the Oak Brook Fire Department for a commercial structure fire. Members assisting extinguishing a roof fire at an office building.

- August 19th – responded with our aerial ladder to assist the Tri State Fire District with a house fire. Members assisting in extinguishing the fire.

- August 20th – responded for an activated fire alarm at RML Specialty Hospital. Members found an overheated electrical motor in a patient room. Area secured, odor removed. Assisted by Clarendon Hills, Western Springs and Pleasantview Fire Departments. No dollar damage.

- August 20th – responded with a fire investigator to assist the Glen Ellyn Fire Department investigating the cause of a fire with a person burned. Response was part of the DuPage County Fire Investigation Task Force.

- August 28th – responded to the Hinsdale Oasis, southbound side for a vehicle on fire. Members extinguished fully involved vehicle. No injuries, damage estimated at $1000. Fire caused by mechanical failure.

- August 30th – responded with our aerial ladder to assist the Tri State Fire District with a house fire. Members assisted in extinguishing the fire.

Hinsdale Fire Department Monthly Report August 2014

Training/Events

- During the month of August, members conducted regular on duty training in policy and procedure review, review of air quality monitoring devices for hazardous environments, walk through/pre incident surveys at the Hamptons of Hinsdale, 908 N. Elm Street, and Unitarian Church, water rescue techniques and equipment, ground ladders, drivers training, regular paramedic continuing education, and equipment and apparatus familiarization.

- All shifts reviewed tactical considerations for apparatus placement at various locations throughout the Village.

- All shifts trained at 7 Salt Creek Lane on simulated responses to commercial buildings for hazardous environments.

- Firefighter McCarthy continues pursuing his Master's degree and Firefighter Wilson continues to pursue his Associate's degree.

- Firefighter Karban continues with obtaining his Chief Fire Officer certification through the Illinois Fire Chiefs Association.

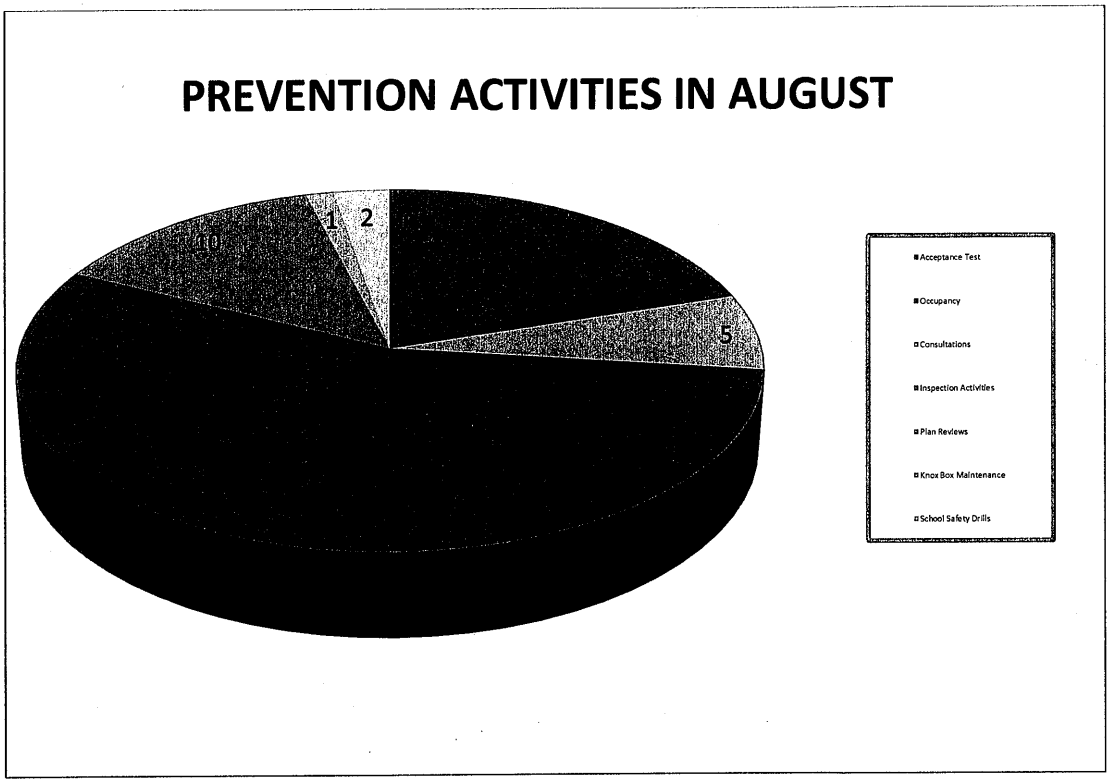
- Captain Giannelli completed the Fire Prevention Principles course through the Illinois Fire Chiefs Association and the State Fire Marshal's Office.

- In cooperation with the Clarendon Hills and Western Springs Fire Departments, the Burlington Northern Santa Fe Railroad conducted their Emergency Response to Railroad Emergencies class at Hinsdale Central High School. Over 85 members of the Police and Fire Departments in our three Villages attended this class.

Hinsdale Fire Department Monthly Report August 2014

Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



Fire Prevention/Safety Education:

- Officer Mike Coughlin and A/C McElroy scheduled and met with each principal from Hinsdale Middle School, Oak School, Lane School, Monroe School, Madison School, St. Isaac Jogues School and Hinsdale Junior Academy to review their Crisis Plans and to schedule the first set of fire, lock down and severe weather drills. All schools now have these drills scheduled for the month of September.

- Officer Coughlin and A/C McElroy met with the staff at the Lane School to review their Crisis Plan and to answer questions about their safety. The meeting was held at the school on 8-21-14 at 12:30 p.m. The meeting lasted about one hour.

Hinsdale Fire Department
Monthly Report
August 2014

Public Education

- Officer Coughlin and A/C McElroy updated all the Crisis Plans in the Knox boxes at all of the District 181 Schools once the material was released by the District last week.

- Attended the Crisis Plan meeting for District 181 on August 14 to finalize the plan changes before going to the Committee on August 28. Plans were all finalized and approved to move forward to the Committee.

- Attended the Crisis Plan meeting for District 181 on September 28 to review the safety initiatives for the upcoming school year. It was agreed a pilot program would be started for school visitors to receive passes at two schools, along with a key fob system for exterior doors at these schools. Should both systems work, all District 181 schools will be equipped with this technology over the Christmas holidays.

- Met with Hinsdale Central High School's Dean, Assistant Principal, and Director of Building and Grounds to review required documents for their ten-year annual Life Safety review.

- Members continued to provide annual maintenance to the Village fire hydrants.

- Fire and Home Public Education programs were scheduled for Village schools for this fall.

- Resident and Community CPR Programs were conducted as scheduled.

- Captain Votava continues to work with DuPage County on Emergency Management issues and updating the Village Emergency Operations Plan (EOP) on the County Comprehensive Emergency Management Program (CEMP).

Hinsdale Fire Department Monthly Report August 2014

The Survey Says...

The Fire Department solicits feedback from the residents and customers that we provide both emergency service and non-emergency services.

These surveys are valuable in evaluating the quality of services and programs we provide. They are also an opportunity for improvement.

Customer Service Survey Feedback:

We received **eight** responses in the month of **August** for our emergency services with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes – 8 / 8

Was the quality of service received:

"Higher" than what I expected – 7 / 8
"About" what I expected – 1 / 8
"Somewhat lower" than I had expected 0 / 8

*Miscellaneous Comments (**direct quotes**):*

"Very compassionate and professional! They were also very kind and calming with my children which I greatly appreciate."

"Their attitude was excellent, their deminor[sic] was kind courteous, and respectful- "

"I am grateful for the kind, professional, timely help I received at such a crucial time."

"The 3 paramedics were outstanding! Their professional manner made me feel secure and confident. They alleviated my fears, calmed my nerves and soothed my soul. I can't thank them enough for their compassion during this emergency call. Thank you, everyone."

3b

Memorandum

To: Chairman Saigh and Public Safety Committee

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

Date: August 18, 2014

Re: Community Development Department Monthly Report-July 2014

In the month of July the department issued 113 permits including 4 demolition permits and 4 permits for new single family homes. The department conducted 514 inspections and revenue for the month came in at just under $184,000.

There are approximately 130 applications in house including 35 single family homes and 18 commercial alterations. There are 47 permits ready to issue at this time, plan review turnaround is running approximately 5-6 weeks, and lead times for inspection requests are running approximately 48 hours.

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, 152 inspections were performed for the month of July 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 37 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.

It should be noted that building activity is up substantially this year in line with expectations. We have seen 986 permits either applied for or issued so far this year; 55 of them being new single family homes. This puts us back to pre-recession levels not seen since 2007. We are fielding complaints on plan review lead times and are working overtime in order to try and manage expectations. We expect that the next challenge will be trying to keep up with inspections and police sites as more permits get issued, but our expectation is that by then the Deputy Building Commissioner will be able to spend more time in the field and less time on plan review.

COMMUNITY DEVELOPMENT MONTHLY REPORT -July 2014

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	4	6			
New Multi Family Homes	0	0			
Residential Addns./Alts.	12	9			
Commercial New	0	0			
Commercial Addns./Alts.	7	4			
Miscellaneous	40	50			
Demolitions	4	7			
Total Building Permits	**67**	**76**	**$ 158,971.00**	**$449,182.00**	**$ 302,366.00**
Total Electrical Permits	**19**	**23**	**$ 12,317.00**	**$ 33,894.00**	**$ 20,271.00**
Total Plumbing Permits	**27**	**33**	**$ 12,670.00**	**$ 60,075.00**	**$ 33,603.00**
TOTALS	**113**	**132**	**$ 183,958.00**	**$543,151.00**	**$ 356,240.00**

Citations			**$0**		
Vacant Properties	**37**				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	220	170			
Plumbing	29	24			
Property Maint./Site Mgmt.	113	56			
Engineering	152	143			
TOTALS	**514**	**393**			

REMARKS:

Memorandum

To: Chairman Saigh and Public Safety Committee

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

Date: September 12, 2014

Re: Community Development Department Monthly Report-August 2014

In the month of August the department issued 147 permits including 8 demolition permits and 7 permits for new single family homes. The department conducted 516 inspections and revenue for the month came in at just under $229,500.

There are approximately 121 applications in house including 38 single family homes and 19 commercial alterations. There are 34 permits ready to issue at this time, plan review turnaround is running approximately 5-6 weeks, and lead times for inspection requests are running approximately 24-48 hours.

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, 165 inspections were performed for the month of August 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 45 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.

COMMUNITY DEVELOPMENT MONTHLY REPORT August 2014

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	7	2			
New Multi Family Homes	23	0			
Residential Addns./Alts.	17	13			
Commercial New	0	0			
Commercial Addns./Alts.	7	6			
Miscellaneous	30	45			
Demolitions	8	3			
Total Building Permits	**92**	**69**	**$ 173,128.20**	**$622,310.20**	**$ 362,334.00**
Total Electrical Permits	**28**	**19**	**$ 21,989.00**	**$ 55,883.00**	**$ 24,756.00**
Total Plumbing Permits	**27**	**25**	**$ 34,323.00**	**$ 94,398.00**	**$ 43,293.00**
TOTALS	**147**	**113**	**$ 229,440.20**	**$772,591.20**	**$ 430,383.00**

Citations			**$3,500**		
Vacant Properties	**45**				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	238	203			
Plumbing	41	30			
Property Maint./Site Mgmt.	72	62			
Engineering	165	117			
TOTALS	**516**	**412**			

REMARKS:

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Village of Hinsdale **Memorandum**

DATE: September 19, 2014

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

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

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

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

Background

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

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

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

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

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

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

Justification

Overall Service Delivery by DU-COMM

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

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

Impact on Police Operations

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

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

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

Impact on Fire Operations

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

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

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

Impact on Residents

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

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

Financial Impact

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

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

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

Cost of Second Facility

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

One-Time Transition Costs

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

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

Recommendation and Next Steps

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

Option 1: DU-COMM

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

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

Option 2: Downers Grove

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

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

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

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

DU-COMM MEMBERSHIP PROPOSAL – VILLAGE OF HINSDALE

I. Executive Summary

This proposal is a response to the letter received by DuPage Public Safety Communications (DU-COMM) from the Village of Hinsdale regarding their interest in membership.

DU-COMM is the largest consolidated public safety communications center in Illinois and currently serves thirty-nine (39) member departments for 9-1-1 and public safety communications. This proposal will highlight the history, organization, services provided, and costs associated for membership of the Village of Hinsdale into DU-COMM. DU-COMM is not a private business. DU-COMM is a unit of intergovernmental cooperation as defined in the Illinois compiled statues (5 ILCS 220/1) formed by our member municipalities and fire districts.

DU-COMM is committed in moving forward with the Village of Hinsdale membership. DU-COMM can provide a high level of service with added value for a very competitive cost. The current DU-COMM "buy-in" policy for membership should also make the financial decision more attractive as highlighted later in this proposal.

While there are technical as well as operational issues that come into play in evaluating the DU-COMM proposal, there is currently an opportunity for the Village of Hinsdale to join DU-COMM. With the interoperability and coverage throughout the County due to the ETSB STARCOM21 radio project, there are fewer technical issues today than DU-COMM faced adding other agencies in the past.

This proposal is intended to be an outline of the membership process, and should help the Village staff and elected officials learn about DU-COMM and the benefits of membership. The proposal will also identify areas where DU-COMM staff and the Village of Hinsdale will need to focus if membership is pursued.

Finally, included with this proposal is the DU-COMM organizational chart, FYE15 budget summaries (with the Village of Hinsdale), cost estimates, Intergovernmental Agreement, Bylaws, last fiscal audit, sample police and fire department channel guides, current ADT alarm agreement, public education material, and 2013 Annual Report.

II. DU-COMM History and Organization

DuPage Public Safety Communications (DU-COMM) is an intergovernmental agency as defined in the Illinois statues (5 ILCS 220/1) formed in 1975 by our members departments to provide emergency communications services to police, fire, and emergency medical services.

DU-COMM is the largest consolidated public safety communication center in Illinois and currently serves thirty-nine (39) member agencies and over 800,000 residents of DuPage and neighboring counties. DU-COMM receives requests for Police, Fire, and EMS via 45 incoming 9-1-1 lines. DU-COMM processes over one (1) million phone calls each year, including over 300,000 9-1-1 calls, and over 550,000 calls for service. Municipalities and fire districts have worked together to provide a high level of service to their citizens in public safety communications.

DU-COMM is a critical communications hub for the Mutual Aid Box Alarm System (MABAS) Division 12 and Division 16, and handles fire communications for major incidents. MABAS division members include agencies that are not members of DU-COMM.

DU-COMM is comprised of three (3) departments: Operations, Administration, and Support Services. The first and largest department is Operations where Telecommunicators answer incoming 9-1-1 calls from the citizens and dispatch the appropriate first responders. DU-COMM has sixty-eight (68) full-time Telecommunicators, three (3) part-time Telecommunicators, and three (3) part-time Alarm Operators. The Telecommunicators are supervised by three (3) full-time Communications Managers and four (4) full-time Communications Supervisors.

The Operations department is also supported by a Training/QA Manager and Protocol Coordinator. The Training/QA Manager is responsible for all agency training. The Protocol Coordinator handles quality assurance for the Emergency Medical Dispatch (EMD) program and related continuing education. The Operations Department is under the direct control of the Deputy Director Operations.

The Support Services department is comprised of two units: Technical Services and MIS (Management Information Systems) under the direct control of the Deputy Director Support Services. The Technical Services unit has one (1) Manager, three (3) full-time Technicians, one (1) part-time Technician, and one (1) Systems Coordinator responsible for the maintenance and installation of the agency radio infrastructure and the DU-COMM facility. The MIS unit has one (1) Manager, two (2) full-time Systems Analysts, and (1) part-time GIS Coordinator responsible for system administration and support of all DU-COMM computer technologies, including CAD (Computer Aided Dispatch) and related systems utilized by Telecommunicators and field personnel.

The Administration department consists of the Executive Director, Deputy Director Operations, Deputy Director Support Services, Finance/HR Manager, Finance Clerk, Office Assistant, and Executive Secretary.

III. Services provided

All member departments of DU-COMM receive a high degree of professionalism equally from the management team and staff. The management team understands that the shared ownership, by member departments, is key to DU-COMM's success. Telecommunicators are highly trained and deliver dispatch services with customer service in mind. Support personnel are experts in their field with a long tradition of supporting the needs of member departments.

A. Public Safety Communications

DU-COMM Telecommunicators answer 9-1-1 calls or other incoming calls for each of the departments we serve. DU-COMM's Telecommunicators dispatch and monitor a variety of police and fire radio frequencies as detailed below:

Police Frequencies:

- 1 East (Lombard and Villa Park)
- 3 East (Elmhurst and Oakbrook Terrace)
- 1 West (Bartlett, and Carol Stream)
- 3 West (Glen Ellyn and Wheaton)
- 7 West (Warrenville, West Chicago, and Winfield)
- 1 North (Roselle and Hanover Park)
- 1 South (Darien, Lisle, and Woodridge)
- 3 South (Oak Brook)

Fire Frequencies:

- Fire East (Addison, Elmhurst, Lombard, Oak Brook, Oakbrook Terrace, Villa Park, and York Center)
- Fire North (Bloomingdale, Carol Stream, Glen Ellyn, Glenside, West Chicago, Wheaton, and Winfield)
- Fire South (Lisle-Woodridge, Warrenville, and Darien-Woodridge)
- Fire West (Bartlett, Hanover Park, Roselle, Itasca, and Wood Dale)
- IFERN (Statewide fire mutual aid)
- IFERN2 (Statewide fire mutual aid)

DEDIRS:

In addition to the primary radio channels, DU-COMM's operations center is fully integrated into the DuPage Emergency Dispatch Interoperable Radio System (DEDIRS). DU-COMM can operate on all the interoperable talk groups on the system, which allows us seamless access to whichever resource may be needed in an emergency.

DU-COMM Telecommunicators share in answering 9-1-1 calls, and after verifying the address of the incident, the call information is entered into the CAD (Computer Aided Dispatch) system. Once entered into CAD, the information appears on the appropriate Telecommunicator's screen for dispatch.

The CAD system updates instantaneously and many times the Telecommunicator responsible for dispatching the call is able to start the notification of police units before the call taker finishes with the caller. In situations when the request for police is urgent, the call taker has the ability to access the appropriate agency's radio channel and "flash" the urgent call to the agency's police officers, ensuring the fastest response possible.

III. Services provided - continued

If the incident entered into CAD is for a Fire or EMS call, it appears in the queue at the Fire Desk and the appropriate, or available, fire dispatcher will initiate the response utilizing the Zetron station alerting system, as well as two-tone sequential fire paging. DU-COMM personnel then answer, relay, and record information through the duration of the call with the responding units. DU-COMM personnel are highly trained in Fire/EMS communications and routinely anticipate the requests of the units or incident commanders for additional units, notifications, or communications. As a MABAS division dispatch center, serious MABAS alarm incidents are anticipated and initiated with great speed and efficiency by DU-COMM.

DU-COMM is committed to the initial and continued training of our communications staff. DU-COMM spent over 11,000 hours in training in 2013. The training covered a variety of topics including: EMD, LEADS/NIMS simulation drills, emergency preparedness, cross-training, geography, and procedure review. DU-COMM utilizes the Emergency Telecommunicator Certification (ETC) program, which complements our three-week new hire training. The International Academy of Emergency Dispatch (IAED) certify Telecommunicators that complete the ETC program. New Telecommunicators progress through daily training, in a classroom setting, with continual feedback and checkpoints, before focused individual training on the communications center floor. DU-COMM's seven (7) Communications Training Officers (CTOs) provide initial, and much of the continuing education under the direction of the Training/QA Manager.

B. Emergency Medical Dispatch (EMD)

DU-COMM processes over 46,000 EMS requests per year for 22 fire agencies. To assist callers while the responding Fire and EMS units are en-route, DU-COMM's Telecommunicators are trained to provide life-saving instructions. DU-COMM utilizes Priority Dispatch Emergency Medical Dispatch (EMD) protocols to triage all EMS service requests. Priority Dispatch is an internationally recognized organization instrumental in standardizing EMD protocols in the early years. Many of their procedures and protocols are written into the EMD national standard. DU-COMM is fully compliant with all state laws and regulations regarding EMD, and is part of the Central DuPage Hospital (CDH) Medical System under the direction of Doctor Herb Sutherland. CDH is DU-COMM's "lead instructor" and approves all EMD continuing education curriculums. DU-COMM Telecommunicators are licensed with the Illinois Department of Public Health (IDPH).

DU-COMM's Protocol Coordinator is a licensed EMT and EMD-Q responsible for reviewing and conducting quality assurance on a sampling of EMS calls. Deputy Director Ron Gross and Communications Supervisor Beverly Fisher are also EMD-Q certified.

C. Support Services

DU-COMM prides itself on providing member departments with a high degree of technical support. DU-COMM's radio technicians and computer support personnel (MIS) are always available to assist member departments with any system or product supported by DU-COMM. Staff is also available to member departments for first-level support for many other issues. DU-COMM MIS and Radio Technicians maintain an on-call schedule for evenings and weekends, and their ability to prevent, troubleshoot, and resolve a technical issue is impressive.

III. Services provided – continued

Membership in DU-COMM includes additional resources. DU-COMM supports a paging program called Emergin, which automatically send alpha-numeric (text) pages to pagers, cell phones, or capable PDAs. These pages can be generated by specific department and nature code(s) and sent automatically. Generally used as a way to keep command-level personnel notified of important event.

DU-COMM's CAD system can generate reports for download, print, or email to a department. DU-COMM's MIS staff can utilize canned reports or generate special reports to provide departments with the data or statistics needed to track or administer their department's response.

DU-COMM also supports Mobile Data Computing through the CAD's mobile interface, PMDC, or a Group 1 program. These programs and information are used in two different ways by our fire agencies. Some agencies use the VRM radio data system and others utilize an interface over Verizon air cards.

DU-COMM can also provide a mapping program on the mobile computer through the ATM Motorola program. This program integrates with the Motorola AVL system, which can identify unit locations on a status map in the DU-COMM communications center.

D: Additional Services

1. Tactical Dispatch:

DU-COMM's Tactical Dispatch program provides enhanced "on-scene" communications during serious and critical incidents by deploying specially trained Telecommunicators to the scene to integrate within the command structure as communications. Their roles include: reduce the burden of monitoring multiple frequencies at the scene, record vital information, track on-scene resources, and work within the NIMS model. The Tactical Dispatch team is supported by DU-COMM's communications vehicle COMM-1, which is equipped with a two (2) position communications center with mobile communications, CAD, internet, printing, and other resources. COMM-1 is a small vehicle that Telecommunicators can operate and deploy quickly. The Tactical Dispatch program with COMM-1 has proven itself on a variety of police and fire incidents.

2. Public Education:

Public education and public relations are other areas where DU-COMM has committed time and resources to assist the public and our member departments. DU-COMM has a public education manager and team. The team can staff booths at a department event, provide training, host DU-COMM tours for citizens, police or fire academies, scouts, community groups, and department personnel. DU-COMM developed several 9-1-1 related flyers for community education, which are available to our departments (see appendix).

III. Services provided – continued

E. Non-Emergency and After-Hour Functions:

DU-COMM provides limited non-emergency services to our member agencies. We realize in the current economic climate both existing and prospective members look for ways to maximize resources. All citizens in our member agency jurisdictions know to call 9-1-1 for police, fire, or EMS response. This includes some non-emergencies calls, including but not limited to; parking issues, barking dogs, etc. In after-hours situations, DU-COMM will make notifications to Public Works and other municipal services, as needed, but DU-COMM cannot operate as a "switchboard" for police departments, transfer calls back to the department, and/or take administrative messages. DU-COMM does provide full LEADS services for seven (7) of our seventeen (17) current police agencies.

F. Committee Participation

DU-COMM subcommittees: Fire Operations and Support Services meets monthly, and Police Operations meets every other month. DU-COMM's staff works with committee members to identify service and policy issues and reach goals. Recommendations from the subcommittees are presented to the Chiefs Operations Committee. Every DU-COMM agency may interact at these meetings to help the Executive Director and staff shape DU-COMM policy and direction. The Chiefs Operations Committee reviews and acts on subcommittee recommendations and, as appropriate, makes their own recommendations to the governing bodies of DU-COMM: the Executive Committee and Board of Directors. The committees benefit from member department shared ownership participation, which is a vital part of the success of DU-COMM as an agency.

IV. Fire Alarm Monitoring

DU-COMM monitors municipal alarms on behalf of all municipalities and fire protection district member agencies. The current DU-COMM alarm monitoring agreement with Tyco allows an agency to "opt-out" and select their own municipal alarm system vendor.

With further examination of the Village of Hinsdale's alarm system, a recommendation could be made to determine the best way to integrate the system into DU-COMM. It should be noted that DU-COMM receives an alarm monitoring fee of $14.00 per month, per alarm, whether wireline or radio alarm. This fee is established by Board policy. DU-COMM policies and procedures, adopted by the Chiefs Operations Committee, guide alarm connections and monitoring procedures.

DU-COMM's Board policy and sample Memorandum of Understanding (MOU) are included as attachments to this proposal.

V. Membership Costs

A. Annual Operating Shares (FYE15)

This membership proposal was drafted during a transitional time for DU-COMM. DU-COMM is moving towards opening a second facility, which will add significant long-term costs for all current and prospective member agencies. Policies and agreements are being drafted to identify these costs and DU-COMM staff has been working to keep the Village of Hinsdale informed along the way. This membership cost proposal was created with the current funding formula and reserve contribution policy. Discussions on changing the operations funding formula and incentives for new members joining before the completion of the second facility debt agreement are ongoing.

There are four (4) costs associated with DU-COMM membership. The first and most important is the annual operating "share"; DU-COMM's term for the annual fees each member Municipality or District is assessed for its department(s). The annual operating share is derived by determining the DU-COMM operating budget minus any operational revenue. The balance is split between the member departments per the current funding formula.

The formula first splits the operational shares between fire and police, and each discipline splits its cost further. This formula is roughly based on the number of Telecommunicators assigned to either the primary Police or Fire/EMS functions.

The police departments split shares by a percentage of full-time sworn officers, while the fire departments/districts split shares by the EAV (Equalized Assessed Value) for their jurisdiction. In considering the Village of Hinsdale's membership, three (3) additional full-time employees would be needed.

The following information has been provided by the Village of Hinsdale for the calculation of their operational "shares" of the revised DU-COMM budget.

The Village of Hinsdale		
Police	Number of Sworn officers	25
Fire	EAV	1,592,252,164

The chart below shows the increased DU-COMM annual budget with the inclusion of the Village of Hinsdale:

Village of Hinsdale Membership Cost Estimates	
FYE 15 Budget (revised to show Hinsdale)	$11,478,625
FYE 15 Budget Police (75% budget)	$8,608,969
FYE 15 Budget Police Assessment (less other revenue)	$8,029,429
Revised FYE 15 Per Officer Cost	$10,075
Hinsdale Police Share (25 Officers)	$251,875
FYE15 Budget Fire (25% of budget)	$2,869,656
FYE15 Budget Fire Assessment (less other revenue)	$2,676,477
Hinsdale Fire Share Percentage (%)	6.81%
Hinsdale Fire Share	$182,255
ANNUAL TOTAL SHARE (Operations)	**$434,130**

V. Membership Costs – continued

Using this formula DU-COMM anticipates the Village of Hinsdale's annual operating share for membership, based on the current FYE15 to be $ 434,130. This number will change during the preparation of the FYE16 budget, which would go into effect on May 1, 2015. In addition, other agency consolidations and memberships in DU-COMM could reflect a change in the budget.

B. Agency Reserve Contribution

DU-COMM Bylaws currently require any new member be assessed a cost associated with the prior capital investment of all current DU-COMM member departments.

> *Article V., "...the new member shall share the authorized developmental costs, capital equipment, capital assets and operating costs for all common systems.*

Previously referred to as the DU-COMM Capital Buy-In formula, the Board of Directors ratified a new policy: New Agency Reserve Contribution Fee, on April 16, 2013.

As a result of the policy change, the Reserve Contribution for the Village of Hinsdale would be based on DU-COMM's Capital Net Asset total as listed in the FYE13 Audit, multiplied by the police (75%) or fire (25%) share, and multiplied by the individual police and fire share percentage.

See table below:

RESERVE CONTRIBUTION FORMULA	
Net Capital Assets (FYE13)	$3,225,492
Police Operational Share	3.14%
Police Reserve Contribution	$75,960
Fire Operational Share	6.81%
Fire Reserve Contribution	$54,914
Total Reserve Contribution	**$130,874**

The Reserve Contribution costs are a one-time expense. The DuPage County ETSB has expressed a prior willingness to assist with one-time consolidation costs if there is an operational savings in closing an existing PSAP.

C. Membership Equipment Costs

DU-COMM Bylaws clearly state that costs unique to an agency joining are the sole responsibility of the joining agency.

> *Article V., "Any new capital or developmental costs to DU-COMM, caused by the admission of the new member to DU-COMM shall be the exclusive cost of and be paid by the new member".*

DU-COMM and Village staff will have to examine any possible unique consolidation costs. Areas that should be reviewed include: Fire Station Alerting (installation/conversion of Zetron 6/26), severe weather sirens, PL phones, and any other data needs for municipal alarm monitoring, etc. At a minimum, it is recommended that the Village of Hinsdale budget an additional $10,000 as a placeholder for any unique consolidation costs.

V. Membership Costs - continued

D. Administrative Fee

The final cost DU-COMM assesses new members is a one-time administrative fee. This fee is three (3%) percent of the first year's annual operating share and used to recover some of DU-COMM's costs associated with staff time in the membership process. For the Village of Hinsdale the fee is estimated at $13,024.

All the fees are detailed in the New Agency Cost Sheet, found in the proposal's appendix. Also included is a comparative Budget Operations Share sheet that assumes a full year's membership in the DU-COMM FYE15 budget year.

VI. Operational Considerations

The first thing the Village of Hinsdale needs to know is although the dispatch center uses CAD (computer-aided dispatch), it is not DU-COMM's CAD system, and all districts and responses will need to be recreated in DU-COMM CAD database.

A. Police Considerations

The Police Department will have many decisions to operationally prepare for DU-COMM to begin dispatching. Police channel guides will need to be established. Channel guides provide pertinent information on daily operations of the police department and include the following:

- Police district and beats assignment
- Shift hours
- Agency responses
- Personnel list and positional duties
- Contact information for command and specialty units

Additionally, DU-COMM and Hinsdale will discuss radio signatures, LEADS responsibilities, and CAD programming. This proposal assumes that the Hinsdale Police Department would move onto an existing DU-COMM Police Channel.

B. Fire Considerations

The Village of Hinsdale will have many decisions to operationally prepare for DU-COMM to begin dispatching. Fire channel guides will need to be established and include:

- Fire station information
- Unit designators and types
- Automatic and mutual aid policies
- Depletion policies
- District mapping
- Target hazards

The Village of Hinsdale will also need to establish a station alerting method and develop a response to DU-COMM's storm procedure. Working within DU-COMM's standardization committee guidelines will be key to easy configuration. This proposal assumes that the Hinsdale Fire Department would move onto an existing DU-COMM Fire Channel.

C. Village Considerations

Finally, as a Village, Hinsdale will also need to work with DU-COMM to establish after-hours Public Works notifications and procedures, and information to provide to the citizens. Activation of the tornado/severe weather sirens can be included in membership of DU-COMM.

VII. Technical Considerations

This proposal assumes DEDIRS is the primary dispatch system for all current and future agencies of DU-COMM. If there is any deviation from that assumption, additional considerations will be discussed to determine alternate communications solutions.

Other technical considerations would include the activation of the Village of Hinsdale's tornado (severe weather) sirens. DU-COMM utilizes Fulton Technologies in activating tornado sirens and our recommendation would be for the Village of Hinsdale to connect to our activation system.

DU-COMM connects to its member agencies via private lines (PL), to maintain constant communications with station personnel and maintain the ability for assigned Telecommunicators to receive incoming calls on dedicated lines. The cost of these direct lines to DU-COMM are paid by the member agency.

VIII. Membership Process

While this proposal is intended to provide the Village of Hinsdale with the information needed to make a decision regarding its communications center, it is important to note that adding new members to DU-COMM is a process. Pursuant to the DU-COMM Intergovernmental Agreement, Bylaws, and practices the following steps are required:

1) DU-COMM and the Village of Hinsdale shall dedicate staff members to form a consolidation committee to address: operational and technical issues and the decisions needed to move forward in the membership process.
2) DU-COMM staff will present the Village of Hinsdale's membership request to the DU-COMM Chiefs Operations Committee for a recommendation to the DU-COMM Executive Committee.
3) The Executive Committee will consider the Chiefs Operations Committee's recommendation and make a recommendation to the DU-COMM Board of Directors regarding the Village of Hinsdale membership approval.
4) The Village of Hinsdale must pass a Board Resolution to authorize membership in DU-COMM and authorize the signing of the DU-COMM Intergovernmental Agreement.
5) The DU-COMM Board of Directors must review the recommendations of membership, the Hinsdale Board Resolution, and approve by a two-thirds (2/3) majority.

Following these five (5) steps, the Village of Hinsdale will officially be a member of DU-COMM, the three percent (3%) administrative fee will be due, and a timeline for cutover will be established.

Additional agreements may be required to meet the needs of either party. In previous consolidations, agreements were needed to establish a credit and transfer of ownership of any equipment.

Billing for operational shares will be prorated on DU-COMM's fiscal year and billed quarterly. Reserve contributions will be due upon cutover.

IX. Conclusion

DU-COMM is interested in providing dispatch services to the Village of Hinsdale. DU-COMM is more than a contract center for dispatch services, it is an agency to be joined. Being a member of DU-COMM encompasses many benefits, including, but are not limited to:

- Professional staff of 9-1-1 Telecommunicators
- High degree of training for all employees
- Emergency Medical Dispatch for citizens calling 9-1-1
- Access to a high level of technical support including: Radio Technicians and computer/information systems support
- Benefits of low annual operating costs as part of a large consortium
- An attentive administrative staff that responds to agencies' needs

Membership in DU-COMM would allow the Village of Hinsdale to obtain these benefits, and a high level of professional services to its citizens, at a very competitive annual operating expense.

Please review the information provided in this proposal, and the attached documents, and contact Executive Director Brian Tegtmeyer if you have any further questions.

Contact Information:

Brian Tegtmeyer, ENP
Executive Director, DU-COMM
DuPage Public Safety Communications
600 Wall Street
Glendale Heights, IL 60139
(630) 260-7500 Administrative
(630) 260-7503 Direct
(630) 330-3292 Wireless
(630) 260-1309 Direct Fax
btegtmeyer@ducomm.org
www.ducomm.org

Calculation of Step Up for All DU-COMM Members with Hinsdale

Assumes "AA-" Rating and $11 Million Debt Certificate Issuance

21% Step Up

Members:	Type:	Existing Rating(s)	Assumed S&P Rating for Agency Purposes [2]	Rating Thresholds	Police Allocation [4]	Fire Allocation [5]	Total Allocation [6]	Cumulative %	Initial Share of Debt	Share of Annual Debt Service [7]	Maximum Annual Debt Service Step Up [8]
Hinsdale	Police and Fire	AAA	AA+		3.13%	3.66%	3.26%	3.26%	$358,636	$25,431	$5,340
Wheaton	Police and Fire	Aaa	AA+		8.21%	7.58%	8.05%	11.31%	$885,932	$62,821	$13,192
Elmhurst	Police and Fire	Aa1/AAA	AA+		8.59%	7.47%	8.31%	19.62%	$913,789	$64,796	$13,607
Woodridge	Police	Aa1/AAA	AA+	AA+	6.38%		4.78%	24.40%	$526,160	$37,310	$7,835
Bartlett	Police	Aa1	AA		6.92%		5.19%	29.59%	$570,859	$40,479	$8,501
Glen Ellyn	Police and Fire	Aa1	AA		4.92%	4.66%	4.85%	34.45%	$533,937	$37,861	$7,951
Lisle	Police	Aa1	AA		5.00%		3.75%	38.20%	$412,673	$29,262	$6,145
Lisle-Woodridge FPD [3]	Fire	Aa2	AA			8.85%	2.21%	40.41%	$243,499	$17,266	$3,626
Oak Brook	Police and Fire	Aa1	AA		5.00%	2.73%	4.43%	44.85%	$487,737	$34,585	$7,263
Roselle	Police and Fire	AA+	AA		4.04%	3.22%	3.84%	48.69%	$422,260	$29,942	$6,288
Winfield [3]	Police	Aa2	AA	AA	2.13%		1.59%	50.28%	$175,387	$12,437	$2,612
Carol Stream [1]	Police	NR	AA-		7.84%		5.88%	56.16%	$646,520	$45,844	$9,627
Darien	Police	Aa2	AA-		4.46%		3.35%	59.50%	$367,967	$26,092	$5,479
Darien-Woodridge FPD [3]	Fire	Aa3	AA-			3.50%	0.88%	60.38%	$96,261	$6,826	$1,433
Hanover Park	Police and Fire	AA	AA-		7.63%	4.33%	6.80%	67.18%	$748,352	$53,065	$11,144
Oakbrook Terrace	Police	AA	AA-		2.42%		1.81%	68.99%	$199,460	$14,144	$2,970
Villa Park	Police and Fire	AA	AA-		4.88%	3.70%	4.58%	73.58%	$504,020	$35,740	$7,505
Bloomingdale FPD	Fire	AA	AA-			6.22%	1.56%	75.13%	$171,069	$12,130	$2,547
Warrenville [1]	Police	NR	AA-		3.96%		2.97%	78.10%	$326,700	$23,166	$4,865
West Chicago [1]	Police	NR	AA-	AA-	6.09%		4.56%	82.67%	$502,087	$35,603	$7,477
Glenside FPD	Fire	Aa3	A+	A+		3.17%	0.79%	83.46%	$87,043	$6,172	$1,296
Lombard	Police and Fire	B	B-	B-	8.42%	9.19%	8.61%	92.07%	$947,400	$67,179	$14,108
Addison FPD	Fire	NR	NR			5.86%	1.46%	93.54%	$161,139	$11,426	$2,400
Bartlett FPD	Fire	NR	NR			4.83%	1.21%	94.74%	$132,910	$9,425	$1,979
Carol Stream FPD	Fire	NR	NR			5.99%	1.50%	96.24%	$164,838	$11,688	$2,455
Itasca FPD	Fire	NR	NR			1.96%	0.49%	96.73%	$53,936	$3,825	$803
Oakbrook Terrace FPD	Fire	NR	NR			0.96%	0.24%	96.97%	$26,392	$1,871	$393
Warrenville FPD	Fire	NR	NR			2.25%	0.56%	97.53%	$61,845	$4,385	$921
West Chicago FPD	Fire	NR	NR			4.09%	1.02%	98.56%	$112,453	$7,974	$1,675
Winfield FPD	Fire	NR	NR			2.17%	0.54%	99.10%	$59,612	$4,227	$888
Wood Dale FPD	Fire	NR	NR			2.38%	0.60%	99.69%	$65,560	$4,649	$976
York Center FPD	Fire	NR	NR	NA		1.22%	0.31%	100.00%	$33,591	$2,382	$500
					100.00%	100.00%	100.00%		$11,000,000	$780,000	$163,800

(1) Assumes the municipality would be able to achieve a rating of at least AA-

(2) Represents the issuer's debt certificate rating. General obligation ratings are typically one notch higher

(3) Assumes rating of the member is reduced by one rating level to reflect the nature of the members' obligations

(4) Percentages provided by DUCOMM based on number of police officers

(5) Percentages provided by DUCOMM based on number of Authority Having Jurisdiction calls

(6) Police and fire weighted at 75% and 25% of DUCOMM's FY 2015 budget, respectively. Total allocations represent the total of 75% of the police rate plus 25% of the fire rate

(7) Estimated annual debt service cost of $780,000 for a $11,000,000 general obligation debt certificate rated "AA-" with level debt service over 20 years. Assumes market conditions as of July 31, 2014

(8) Assumes a 21% step up

BAIRD

Calculation of Step Up for All DU-COMM Members with Hinsdale

Assumes "AA-" Rating and $11 Million Debt Certificate Issuance

21% Step Up

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(8) Assumes a 21% step up.

BAIRD

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Memorandum

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

From: Sean Gascoigne, Village Planner

Cc: Kathleen A. Gargano, Village Manager

Robb McGinnis, Director of Community Development/Building Commissioner

Date: September 22, 2014

Re: Request for Board Action for Cases A-17-2014 and A-18-2014

Applicant: Kathy Napleton – Nourished Table and Home, LLC. (formerly Kitchen Nutrition, LLC.)

Request: Text Amendment to Section 6-106, to allow Cooking Schools, in the O-1 District as Special Uses and a Special Use to Allow a Cooking School, with Ancillary Cleaning Classes at 111 S. Vine.

BACKGROUND

Application

The Village of Hinsdale has received an application from Peter Coules of Hinsdale, Illinois on behalf of Kathy Napleton, requesting a text amendment to allow cooking classes as special uses in the O-1 District, as well as a special use permit authorizing a cooking school at 111 S. Vine. The Village Board may grant special use permits authorizing the development of uses listed as special uses in the regulations applicable to the district in which the subject property is located. The applicant is proposing to amend the language of Section 5-105 of the Village's Zoning Code, to authorize the requested use, as a special use in the O-1 District.

Text Amendment

Process

The Village Code sets forth the process for which applications for amendments are filed and considered in Sections 11-601. Applications for amendments are filed in accordance with the requirements of Section 11-301. Due to the nature of the request, if referred, this application would require a public hearing. Section 11-303C requires the Village Manager to refer every application for which the Code requires a hearing to the Plan Commission, Zoning Board of Appeals or the Historic Preservation Commission, whichever is applicable, no later than 60 days following the submission of the application. The applicant filed its submission on June 5, 2014. The Village Board referred the requested text amendment to the Plan Commission at their July 7th meeting. The Plan Commission then scheduled the public hearing for the text amendment request at their July 9th meeting, stating that the public hearing would be on September 10th.

Request

The Applicant, Kathy Napleton, has submitted an application to amend Article VI (Office Districts), Section 6-106 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Cooking Schools, in the O-1 Specialty Office District as a Special Use.

Below is draft language proposed by the applicant that would amend the Zoning Code so that Cooking Schools would be established as Special Uses in the O-1, Specialty Office District:

Section 6-106 Special Uses	O-1	O-2	O-3
B. Services:			
9. Cooking Schools (8299)	S		

It should be noted that as requested above, this text amendment, if approved, would allow the specific use to be requested on any O-1 property within the Village and does not make it specific to this property. The request to make cooking schools a Special Use was intentional so as to not permit it as of right within the O-1 District, but to require review and consideration on a case-by-case basis and allow for thoughtful consideration of future uses at this location.

Special Use Application

Process

The Village Code sets forth the process for which an application for special use is to filed and considered in Sections 11-602D. Applications for special use permits shall be filed in accordance with the requirements of Section 11-301 of Article XI. Due to the nature of the request, this application would require a public hearing. Section 11-303C requires the Village Manager to refer every application for which the Code requires a hearing to the Plan Commission, Zoning Board of Appeals or the Historic Preservation Commission, whichever is applicable, no later than 60 days following the submission of the application. The applicant filed its submission on June 5, 2014. The Plan Commission scheduled the public hearing for the special use request at their July 9th meeting, stating that the public hearing would be on September 10th.

Section 11-602E(1) establishes the standards for special uses and as such, should be considered for this application. In addition, Section 11-602E(3) identifies considerations that the Commission, Committee and Board may consider when reviewing the standards set forth in 11-602E(1).

Description of property and existing use

The site is located on the east side of Vine Street, just south of the BNSF Railway. The property is currently zoned O-1. This classification is "intended to provide for small offices in the older areas of the village adjacent to the central business areas where it is possible to retain the residential character and appearance of the village and at the same time promote limited business activity".

The surrounding zoning and land uses are as follows:

North: O-1, Specialty Office District
South: O-1, Specialty Office District
East: O-1, Specialty Office District and O-2, Limited Office District
West: R-4, Single-Family Residential District

Request:

The applicant is requesting a special use to operate a small cooking school, with classes no larger than 10 students, out of the existing facility at 111 S. Vine Street. In addition to the cooking school, the applicant has indicated that the classes would also include instruction on nutrition, as well as how to properly clean and sanitize a cooking area and kitchen using toxic-free cleaning. She feels that this type of instruction would be a welcome fit for not only Hinsdale, but most appropriate for the O-1, Office District, given the size and nature of the classes and the convenience of a residentially sized kitchen.

Property History

The property is zoned O-1, Specialty Office District and contains a two-story home that was most recently utilized for a builder's office. The site also contains a surface parking lot containing 6 parking spaces.

A review of the zoning maps finds that the property has been zoned O-1 since at least 1989.

Plan Commission Action

At the September 10, 2014 Plan Commission meeting, the Commission reviewed the application submitted for a text amendment to Section 6-106 to allow cooking schools in the O-1 District as a Special Use and recommended, on a 9-0 vote, approval of the request, with the recommendation that the request also be extended to include the use in the O-2, Limited Office District and the O-3, General Office District, also as special uses.

At the September 10, 2014 Plan Commission meeting, the Commission reviewed the application submitted for a special use to allow a cooking school at 111 S. Vine and recommended, on a 9-0 vote, approval of the request, subject to the following conditions:

- The staff of the business utilize off-site parking options to reserve the on-site parking spaces for students

- Class sizes may not exceed 10 students

Motions

Move that the request be forwarded to the Board of Trustees to approve an "An Ordinance Amending Article VI ("Office Districts"), Section 6-106B ("Special Uses")("Services") Of The Hinsdale Zoning Code To Allow Cooking Schools in the O-1, Specialty Office District, O-2 Limited Office District, and O-3, General Office District, as Special Uses." And;

Move that the request be forwarded to the Board of Trustees to approve an "Ordinance Approving a Special Use Permit for a Cooking School, at the Property Located at 111 S. Vine Street" subject to the conditions stated above.

DRAFT

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6 ("OFFICE DISTRICTS"), SECTION 6-106 ("SPECIAL USES"), OF THE HINSDALE ZONING CODE AS IT RELATES TO COOKING SCHOOLS

WHEREAS, the Village of Hinsdale (the "Village") has received an application from Nourished Table & Home, LLC (the "Applicant") pursuant to Section 11-601 of the Hinsdale Zoning Code for an amendment to the text of Section 6-106 of the Zoning Code relative to allowing cooking schools within the O-1 Specialty Office Zoning District of the Village as a special use (the "Application"); and

WHEREAS, the Board of Trustees has given preliminary consideration to the Application pursuant to Section 11-601(D)(2) of the Hinsdale Zoning Code, and has referred the Application to the Plan Commission of the Village for consideration and a hearing. The Application has otherwise been processed in accordance with the Hinsdale Zoning Code, as amended; and

WHEREAS, on September 10, 2014, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Application by a vote of 9 in favor, 0 against and 0 absent, with the additional recommendation that cooking schools be made a special use in the O-2 Limited Office Zoning District, and O-3 General Office Zoning District, as well as the O-1 Specialty Office Zoning District, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-17-2014 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting on September 22, 2014, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee, the factors set forth in Section 11-601(E) of the Hinsdale Zoning Code and all of the facts and circumstances affecting the Application.

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: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Findings. The President and Board of Trustees, after considering the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and other matters properly before it, adopts and incorporates the Findings and Recommendation of the Plan Commission as the findings of this President and the Board of Trustees, as completely as if fully recited herein at length. The President and Board of Trustees further find that the proposed text amendment set forth below is demanded by and required for the public good.

Section 3: Amendment. Chapter 6 (Office Uses), Section 6-106 (Special Uses) of the Hinsdale Zoning Code is hereby amended to add a Cooking School use under the Services category, to read in its entirety as follows:

Section 6-106 Special Uses	O-1	O-2	O-3
B. Services:			
9. Cooking Schools (8299)	S	S	S

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

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

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

Exhibit A

FINDINGS AND RECOMMENDATION
(ATTACHED)

DRAFT

HINSDALE PLAN COMMISSION

RE: Case A-17-2014 – Applicant: Nourished Table and Home, LLC. – Request: Text Amendment to Section 6-106B to allow Cooking Schools as Special Uses in the O-1 District.

DATE OF PLAN COMMISSION REVIEW: **September 10, 2014**

DATE OF ZONING & PUBLIC SAFETY REVIEW: **September 22, 2014**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Applicant, Nourished Table and Home, LLC., submitted an application to Section 6-106 (Special Uses), B (Services), to allow Cooking Schools as Special Uses in the O-1, Specialty Office District.

2. The Plan Commission heard testimony from the applicant regarding the proposed text amendment at the Plan Commission meeting of September 10, 2014.

3. The Commission felt that the requested use was appropriate for this district as a Special Use. In addition, the Commission entertained discussion and agreed that because the O-1 District was the most restrictive Office District, it made sense to also include the use as a Special Use in the O-2, Limited and O-3, General Office Districts.

4. The Plan Commission specifically finds that the Application satisfies the standards in Section 11-601 of the Zoning Code applicable to approval of the amendments.

II. RECOMMENDATIONS

The Village of Hinsdale Plan Commission, by a vote of nine (9) "Ayes", zero (0) "Nays" and zero (0) "Absent" recommends to the President and Board of Trustees that the Hinsdale Zoning Code be amended as proposed, with additional allowance for the use as special uses in the O-2, Limited and O-3, General Office Districts.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2014.

DRAFT

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A COOKING SCHOOL IN THE O-1 SPECIALTY OFFICE ZONING DISTRICT AT 111 S. VINE STREET – NOURISHED TABLE & HOME, LLC

WHEREAS, an application seeking a special use permit to operate a cooking school at 111 S. Vine Street, Hinsdale, Illinois (the "Subject Property"), in the O-1 Specialty Office Zoning District, was filed by Petitioner Nourished Table & Home, LLC (the "Applicant") with the Village of Hinsdale; and

WHEREAS, cooking schools are permitted as special uses in the O-1 Specialty Office Zoning District pursuant to Section 6-106 of the Hinsdale Zoning Code ("Zoning Code"); and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on September 10, 2014, the Plan Commission held a public hearing on the Application pursuant to notice thereof properly published in *The Hinsdalean*, and, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the Application by a vote of 9 in favor, 0 against and 0 absent, subject to certain conditions, as set forth below, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-18-2014 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting on September 22, 2014, considered the Application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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: Incorporation. Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Approval of Special Use for a Cooking School. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a special use permit for a Cooking School in the O-1 Specialty Office Zoning District on the Subject Property located at 111 S. Vine Street, Hinsdale, Illinois, legally described in **Exhibit A**, subject to the following conditions:

1. The maximum number of students per class shall not exceed ten (10);
2. Employees of the business must locate alternative off-site parking. On-site parking is reserved for students attending classes.

Section 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

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

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2014

EXHIBIT A

THAT PART OF LOT 4, BOUNDED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF VINE STREET, A DISTANCE OF 8.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, A DISTANCE OF 120.00 FEET; THENCE NORTH, A DISTANCE OF 42.00 FEET TO THE NORTH LINE OF LOT 4; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4 TO THE EAST LINE OF SAID VINE STREET; THENCE SOUTH ALONG THE EAST LINE OF VINE STREET TO THE POINT OF BEGINNING IN BLOCK 6 IN J.I. CASE'S ADDITION TO HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1872 AS DOCUMENT 15440, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-12-110-003

COMMONLY KNOWN AS: 111 S. VINE STREET, HINSDALE, ILLINOIS

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

DRAFT

HINSDALE PLAN COMMISSION

RE: Case A-18-2014 – 111 S. Vine Street – Special Use Permit to Allow a Cooking School.

DATE OF PLAN COMMISSION REVIEW: **September 10, 2014**

DATE OF COMMITTEE REVIEW: **September 22, 2014**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Peter Coules, representing Nourished Table and Home, LLC., (the "applicant"), submitted an application to the Village of Hinsdale for the property located at 111 S. Vine Street (the "subject property").

2. The subject property is located within the O-1, Specialty Office District in which there are currently no provisions for cooking schools.

3. The applicant proposes to operate a cooking school, with no more than 10 students per class, at the subject property.

4. The applicant made a presentation to the Commission and summarized their business.

5. The applicant indicated that the intended class sizes would be between 8 and 10 students. They also stated that the approximate hours of operation would generally be between 8:30 a.m. to 10 p.m., and would not be daily.

6. The Commission heard concerns from a neighbor regarding parking and the potential implications of allowing a new use in the O-1 District, as it related to precedence and the potential to allow more intensified uses to exist.

7. While the Commission appreciated the concerns, they felt that the requested use was appropriate for the district, given that it was being proposed as a special use and could be considered on a case-by-case basis. The Commission also explained to the resident that given how the process worked, the Code would not provide for the more intense uses he described, unless they were already permitted in the Village's Zoning Code.

8. The Commission acknowledged the neighbor's concern regarding parking, and agreed that the special use should contain a condition that required the staff to utilize off-site parking, so that the students could utilize the surface parking lot.

9. The Plan Commission finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit. Among the evidence relied upon by the Plan Commission was the testimony given by the applicant, as well as the applications submitted and considered for the September 10th, Plan Commission meeting.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 9 "Ayes," 0 "Nay," and 0 "Absent", recommends that the President and Board of Trustees approve the Application for a Special Use permit to allow a cooking school at 111 S. Vine, subject to the following conditions:

- Employees of the business must find alternative off-site parking to maintain the on-site parking for students.
- Class size may not exceed 10 students.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2014.

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT

ZONING CODE TEXT AND MAP AMENDMENT APPLICATION

Must be accompanied by completed Plan Commission Application

Address of the subject property or description of the proposed request: 111 South Vine Street, Hinsdale, IL 60521

REVIEW CRITERIA

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

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

1. The consistency of the proposed amendment with the purpose of this Code.

   According to Code, the purpose of the 0-1 specialty office district is intended to provide for small offices in older areas of the village, while maintaining the residential character and appearance of the area. The change to add a cooking school with auxiliary classes in nutrition and toxic free cleaning fully complies with the intent for this district.

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.

   The existing uses and zoning classifications are 0-1 and 0-2 Office Districts and residential across the street. The term to be added as Sub-Paragraph 9 to 6-106 (B) "Special Use" is for cooking classes and auxiliary personal development classes as they are uses directly out of the "Standard Industrial Classification Manual" which is utilized by the Village as a guide.

3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.

The proposed addition of the requested addition to Section 6-106(B) for cooking classes serves the community and fits the 0-1 specialty office district.

4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it. The building has been on the market for a while and the special use will have a positive impact on the community and meets the spirit of the O-1 district.

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare. Not applicable as this will not impact the public health, safety, or welfare.

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment. None.

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment. If anything, there will be a positive impact on the surrounding areas as the property will only be utilized for classes inside and for providing a service not presently offered in Hinsdale.

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment. None.

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification. While the building is suitable for 0-1, the requested change for an addition to Section 6-106(B) "Special Use" and will be a positive addition to the district. It is a service that was not contemplated when the Code was created and is not more intensive than current uses allowed in O-1.

10. The availability of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment. Not an issue.

11. The availability of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under the present zoning classification.

No changes are necessary.

12. The length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property. Not applicable.

13. The community need for the proposed amendment and for the uses and development it would allow. The community will greatly benefit from having the business in the area. The intent is for there to be classes of up to 10 persons at a time learning to cook simply and to live naturally (toxic free). The farm house structure on the property fits with the spirit of what is being taught.

14. The reasons, where relevant, why the subject property should be established as part of an overlay district and the positive and negative effects such establishment could be expected to have on persons residing in the area. Not applicable.

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT

SPECIAL USE PERMIT CRITERIA

Must be accompanied by completed Plan Commission Application

Address of proposed request: 111 South Vine Street, Hinsdale, IL 60521

Proposed Special Use request: Cooking, nutrition, and natural living classes

Is this a Special Use for a Planned Development? ☒ **No** ☐ **Yes** (If so this submittal also requires a *completed* Planned Development Application)

REVIEW CRITERIA

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, the below criteria Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

FEES for a Special Use Permit: $1,225 (must be submitted with application)

1. *Code and Plan Purposes*. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.
   The use of the property by Kitchen Nutrition, LLC fits into the purpose of the 0 - 1 specialty office district as they will be providing cooking classes and auxiliary classes on nutrition and toxic free cleaning. It will not negatively impact the O-1 district nor its neighbors.

2. *No Undue Adverse Impact*. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.
   The proposed special use is for classes of up to 10 people (most will be 6 -8) and therefore will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety and general welfare.

3. *No Interference with Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations. The proposed use will meet all of the ordinances of the Village, including but not limited to the noise ordinance. Also, since the classes are small there will be no effect on the area. As regards congestion, there are even six (6) on site parking spaces.

4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services. Not an issue with the requested use.

5. *No Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. There will be no impact as there will not be that many additional people utilizing the property.

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. No change.

7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use. It will comply with all standards.

8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district. There are none, as the applicant is not asking for any variances from any current ordinances.

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community. It will bring tutoring for cooking and living naturally to the Village and this is a new enterprise. Further, as the property is a "farm house" it fits the spirit of living simply and live naturally, which is what the cooking classes are based on.

Alternate locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site. This use is best in 0 -1 as a residential structure fits best for cooking classes and the class sizes are small (10 at most).

Mitigation of adverse impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening. As stated, the exterior of the building will not change, nor will the site plan.

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	Owner
Name: Kitchen Nutrition, LLC (contract purchaser)	Name: Tim Thompson, Inc.
Address: 441 E. 4th Street	Address: 215 West Ayres
City/Zip: Hinsdale, IL 60521	City/Zip: Hinsdale, IL 60521
Phone/Fax: (630) 968- 9355 /	Phone/Fax: ( ) /
E-Mail: kathy.napleton@kitchennutrition.com	E-Mail:

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Peter Coules, Jr.	Name:
Title: Attorney	Title:
Address: 15 Salt Creek Lane, Suite 312	Address:
City/Zip: Hinsdale, IL 60521	City/Zip:
Phone/Fax: (630) 920 – 0406 / (630) 920 - 1338	Phone/Fax: ( ) /
E-Mail: peter@donatellicoules.com	E-Mail:

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) N/A

2)

3)

II. SITE INFORMATION

Address of subject property: 111 S. Vine Street, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 12 - 110 - 003

Brief description of proposed project: To create a text amendment to allow a cooking school (with auxiliary toxic-free cleaning classes) to be a special use in the 0-1 zoning district. The use is directly out of the "Standard Industrial Classification Manual" which is utilized by the Village as a guide. Then this use will be granted a special use to perform same at 111 S. Vine Street, Hinsdale, IL 60521.

General description or characteristics of the site: The property has been utilized by Tim Thompson Builders Neither the current structure nor the property set back will change, as no new structures will be built. Only the inside will be changed as the kitchen will be cosmetically enhanced.

Existing zoning and land use: 0 - 1

Surrounding zoning and existing land uses:

North: 0 -1

South: 0 - 1

East: 0 - 2

West: R - 4

Proposed zoning and land use: The existing 0 - 1 with a special use for whole living and cooking classes.

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

- ☐ Site Plan Disapproval 11-604
- ☐ Design Review Permit 11-605E
- ☐ Exterior Appearance 11-606E
- ☒ Special Use Permit 11-602E
  Special Use Requested: For a cooking school (classes) and whole living classes (toxic-free) will be offered to the public.
- ☒ Map and Text Amendments 11-601E
  Amendment Requested: A subparagraph 9 to be added to 6-106(B) to allow a special use for cooking classes and auxiliary healthy living classes.
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 111 S. Vine

The following table is based on the O-1 Zoning District.

	Minimum Code Requirements			Proposed/Existing Development
	O-1	O-2	O-3	
Minimum Lot Area (s.f.)	8,500	25,000	20,000	N/A
Minimum Lot Depth	125'	125'	125'	N/A
Minimum Lot Width	60'	100'	80'	N/A
Building Height	30'	40'	60'	N/A
Number of Stories	2.5	3	5	N/A
Front Yard Setback	35'	25'	25'	N/A
Corner Side Yard Setback	35'	25'	25'	N/A
Interior Side Yard Setback	10'	10'	10'	N/A
Rear Yard Setback	25'	20'	20'	N/A
Maximum Floor Area Ratio (F.A.R.)*	.40	.50	.35	N/A
Maximum Total Building Coverage*	35%	N/A	N/A	N/A
Maximum Total Lot Coverage*	80%	80%	50%	N/A
Parking Requirements				N/A
Parking front yard setback	35'	25'	25'	N/A
Parking corner side yard setback	35'	25'	25'	N/A
Parking interior side yard setback	10'	10'	10'	N/A
Parking rear yard setback	25'	20'	20'	N/A
Loading Requirements				N/A
Accessory Structure Information				N/A

* Must provide actual square footage number and percentage.

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

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 22nd, day of May, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Signature of applicant or authorized agent

Kathleen Napleton
Name of applicant or authorized agent

Name of applicant or authorized agent

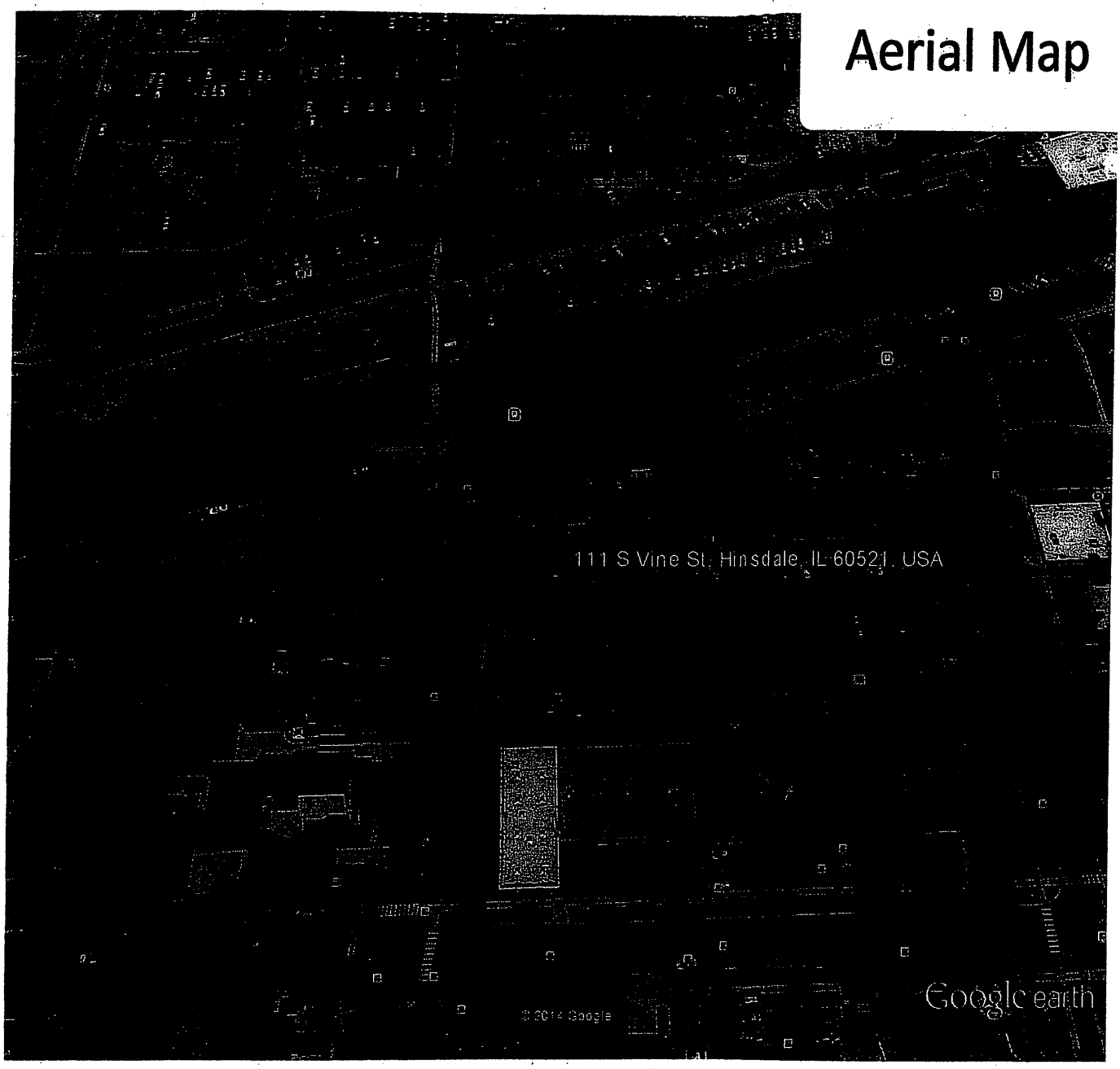
SUBSCRIBED AND SWORN
to before me this 22nd day of
May, 2014.

Notary Public

"OFFICIAL SEAL"
PETER COULES JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/2017

Location and Zoning Map

Aerial Map



Google earth

feet 300
meters 100

STREET
VINE

5c

DATE: September 12, 2014

REQUEST FOR BOARD ACTION

AGENDA: Zoning and Public Safety Committee SECTION NUMBER	**ORIGINATING DEPARTMENT** **Police Department**
ITEM: Ordinance to Prohibit Parking on the south side of Hickory between Justina and Mills Streets	**APPROVAL** Chief Bradley Bloom BB

A review of the current parking signage found that the south side of Hickory Street between Justina and Mills Streets has signage posted "no parking this side of street". Our review of the Village code found that this parking signage is unsupported by ordinance.

In speaking with residents on the affected street, they indicate that the signage has been in place for over 5 years and seems to be adequately address parking problems that primarily occur during organized activities held at Pierce Park.

The residents on the affected block circulated a petition in support of continuing the parking restrictions. See attached.

Staff recommends that the parking prohibitions and signage remain in place and that the Village ordinance be amended to reflect these restrictions.

MOTION: To approve an ordinance amending Village Ordinance 6-12-8, Schedule VIII to prohibit parking on the south side of Hickory Street from Justina to Mills Streets.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION.

BOARD ACTION:

Village of Hinsdale Zoning and Public Safety

The following residents support a "No Parking This Side of Street" restriction on the south side of Hickory Street between Justina St. and Mills St.

1. Gregory Ranke
   616 E. Hickory St.
   Hinsdale, IL. 60521 _____

2. Elm Creek Property Management, AS AGENT FOR ADVENTIST HINSDALE HOSPITAL
   615 E. Hickory St.
   Hinsdale, IL. 60521 Cathy Harvey-Slaukin

3. Joseph and Beverly Hicks
   609 E. Hickory St.
   Hinsdale, IL. 60521 _____

4. Jan Maritz
   237 Justina St.
   Hinsdale, IL. 60521 _____

5. Jack Sorci
   236 Mills St.
   Hinsdale, IL. 60521 Jack Sorci

Thanks for your time in this matter.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

ORDINANCE AMENDING PARKING REGULATIONS
IN SECTION 6-12-8, SCHEDULE VIII NO PARKING ZONES
RELATING TO HICKORY STREET BETWEEN MILLS AND JUSTINA STREETS

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed the parking on Hickory Street between Mills and Justina Streets and believe it to be in the best interests of the Village to restrict parking to one side of the street;

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

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

Section 2. Amendment to Section. 6-12-8, Schedule VIII Section 6-12-8, titled "Schedule VIII, No Parking Zones" of the Village Code of Hinsdale shall be, and is hereby, amended by adding in proper alphabetical order, the following new regulation [additions are shown in bold and underlined typeface and deletions are shown in overstruck typeface]:

Hickory Street, South side, between Mills and Justina Streets

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

Section 5. 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 and after erection of appropriate signs in accordance with Section 4 above.

PASSED this _____ day of _____ 2014.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____ 2014.

_____
Village President

ATTEST:

_____
Village Clerk

5d

DATE: **September 22, 2014**

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Zoning & Public Safety	**ORIGINATING DEPARTMENT** **Fire**
ITEM NUMBER Amendment to MABAS Fire Mutual Aid Agreement	**APPROVED** Chief Rick Ronovsky

SUMMARY OF REQUESTED ACTION

On August 1, 1989, the Village entered into the original Mutual Aid Box Alarm System (MABAS) agreement. This agreement provided the framework for establishing procedures for receiving structured mutual aid in emergency situations that threaten or cause the loss of life and property when the physical or organizational capabilities of a single unit of government are exceeded.

The original agreement has all parties entering into the agreement determine that it is in their best interest to enter into the MABAS agreement to secure the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster.

Today, the MABAS Executive Board has determined that there needs to be an addendum to the original contract to gain compliance with the FEMA Recovery policy. The purpose includes eligibility of MABAS-IL members to seek reimbursement of capabilities and resources when there is a Federal Declaration of Disaster under the Stafford Act. All members of MABAS are being asked to approve this Amendment.

The intent of this MABAS Contract Amendment is NOT to begin or establish fee or cost structures of mutual aid services through MABAS, but to establish the guidelines for recouping and making whole communities who provide MABAS mutual aid at incidents which might be prolonged in their nature (8 hours or more).

Our Village Attorney has reviewed the Contract Amendment and we have clarified the intent of this with them. They are comfortable with the intent and see no reason not to endorse this amendment. There is no financial impact to the Village of Hinsdale either.

MOTION: To recommend to the Village Board that they approve the First Amendment of the MABAS-IL contract.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION:

MUTUAL AID BOX ALARM SYSTEM
FIRST ADDENDUM TO MABAS MASTER AGREEMENT

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

SECTION FIVE – Compensation for Aid is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.

2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.

4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.

5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.

6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

_____	_____
Political Entity / Agency	President / Mayor
	ATTEST:
_____	_____
Date	Clerk / Secretary

MABAS DIVISION: _____

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of the _____,

_____County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO._____

AN ORDINANCE AUTHORIZING AN ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

which Ordinance was duly adopted by said Council/Board at a meeting held on the ____ day of _____, 20___.

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20___.

_____
Secretary/Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ADDENDUM TO
MUTUAL AID BOX ALARM SYSTEM AGREEMENT

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the laws of the State of _____ authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

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

WHEREAS, Section 5 of the Illinois "Intergovernmental Cooperation Act", 5 ILCS 220/5, and the laws of the State of _____ provide that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Illinois Intergovernmental Cooperation Act and the laws of the State of _____; and,

WHEREAS, the Mayor/President and the Council/Board of Trustees of

_____

have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to

secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the _____, _____ County, _____ as follows:

SECTION ONE: That the Mayor/ President and the Clerk/Secretary be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

ADOPTED this _____day of _____, 20___, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Mayor/President

ATTEST:

_____
Clerk/Secretary

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ADDENDUM TO
MUTUAL AID BOX ALARM SYSTEM AGREEMENT

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

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

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

WHEREAS, the Mayor/President and the Council/Board of Trustees of

_____

have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training

and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT ORDAINED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: That the Mayor/ President and the Clerk/Secretary be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

ADOPTED this _____day of _____, 20___, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

_____
Mayor/President

ATTEST:

_____
Clerk/Secretary

MABAS-ILLINOIS-CITY/VILLAGE/DISTRICT-ORDINANCE

MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois
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Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

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1st VICE PRESIDENT
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CHIEF EXECUTIVE OFFICER
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July 1, 2014

To: All MABAS Divisions and MABAS Member Agencies

From: Chief Jeff Macko, MABAS-Illinois President
Chief Jay Reardon, MABAS-Illinois CEO

Re: MABAS Contract Addendum
FEMA/Stafford Act Policy Requirement

Goal: To have all 1,175 MABAS Member Agency elected or appointed Policy Boards (City Councils, District Trustee Boards) approve, sign, and forward the attached MABAS-Illinois Contract Addendum, Ordinance and Secretary/Clerk's Certificate and forward in accordance with instructions listed by January 1, 2015.

Purpose: To gain compliance with FEMA Recovery Policy (RP9523.6 attached) reference "Mutual Aid Agreements for Public Assistance and Fire Management Assistance". The purpose includes eligibility of MABAS-Illinois resources and capabilities for Federal Declaration of Disaster reimbursements under the Stafford Act.

Intent: The intent of the MABAS Contract Addendum is NOT to begin or establish fees or costs for mutual aid services provided through the MABAS System but rather establish a guideline for recouping and making whole communities who provide MABAS mutual aid at events which might be prolonged in nature (8 hours or more), provide mechanisms to donate the cost of services provided. Further, through the Addendum's signing and MABAS Member Agency elected and appointed Boards satisfy eligibility requirements for noted FEMA Recovery Policy RP9523.6.

Instructions:

The following documents are included as attachments:

A) 1) Mutual Aid Box Alarm System First Addendum to MABAS Master Agreement. The document is two pages in length.

2) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document

3) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For non-Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document

4) FEMA Recovery Policy RP9523.6 Mutual Aid Agreements for Public Assistance and Fire Management Assistance. The document is nine (9) pages in length.

B) For Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:

1) Items # A-1 and A-2 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-2)).

2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.

3) Complete action to approve above before January 1, 2015.

4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.

C) For Non-Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:

1) Items #A-1 and A-3 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-3) for Non-Illinois Member Agencies.)

2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.

3) Complete action to approve above before January 1, 2015.

4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.

D) Questions should be directed through each Division's Branch Chief initially. If further clarification is required Branch Chiefs will contact MABAS Headquarters.

E) Please accept our collective appreciation in what has been an extended time line in completing this task. MABAS-Illinois Legal Counsel has provided a copy of the Contract Addendum to FEMA Region V Legal Counsel who believes the Agreement meets the intent and requirements of RP9523.6 for Federal disaster reimbursement requirements.

FEMA RP9523.6

RECOVERY POLICY

I. **TITLE: Mutual Aid Agreements for Public Assistance and Fire Management Assistance**

II. **DATE OF ISSUANCE:** November 10, 2012

III. **PURPOSE:** This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.

IV. **SCOPE AND EXTERNAL AUDIENCE:** This policy applies to all emergencies and major disasters declared on or after October 27, 2012. It will continue in effect until three years after its date of issuance. If rescinded or superseded, this policy will continue to apply to all emergencies and major disasters declared between the date in Paragraph II and the date it is rescinded or superseded. The policy is intended for all personnel involved in the administration of the Public Assistance Program.

V. **AUTHORITY:** This policy applies to emergency and permanent work authorized under Sections 403, 406, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of Title 44 Code of Federal Regulations (44 CFR) §204 and §206.

VI. **OBJECTIVES:**

A. The objective of this policy is to reimburse eligible applicants for work performed by other entities through mutual aid agreements. Eligible expenses must be directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.

B. There are three types of mutual aid work eligible for FEMA assistance (subject to the eligibility requirements of the respective PA and FMAG programs):

1. Emergency Work - Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program;

2. Permanent Work - Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.
3. Grant Management Work - For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

C. This policy is applicable to all forms of mutual aid assistance, including agreements between *Requesting and Providing Entities*, statewide mutual aid agreements, and the mutual aid services provided under the *EMAC*. (See Paragraph VIII below for definition of italicized terms).

D. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.

VII. DEFINITIONS:

1. *Backfill.* Replacement personnel who perform the regular duties of other personnel while they are performing eligible work under the PA or FMAG programs.

2. *Declared Emergency or Major Disaster.* An *emergency* or *major disaster* as defined at 44 CFR §206.2 (a)(9) and (17) respectively.

3. *Declared Fire.* An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Regional Administrator has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.

4. *Emergency Management Assistance Compact (EMAC).* This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).

5. *Incident Commander.* The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.

6. *Providing Entity.* The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.

7. *Requesting Entity.* An entity (PA eligible applicant) that requests mutual aid assistance from a Providing Entity for work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities from the providing entities.

8. *Intra-state Mutual Aid.* Mutual Aid that supports local and regional mutual aid efforts within a State as well as regional mutual aid agreements and compacts involving local jurisdictions that cross State boundaries, or are adjacent to neighboring State (i.e., Kansas City, Kansas/Kansas City, Missouri, etc.).

9. *Inter-state Mutual Aid.* Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e., EMAC), etc.

VIII. POLICY:

A. General.

1. To be eligible for reimbursement by FEMA, the mutual aid assistance should be requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.

2. FEMA will not reimburse costs incurred by entities that "self-deploy" (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.

3. The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.

4. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC.

5. Reimbursement will be at the Federal cost share rate established in the Presidential declaration, which is generally 75 percent.

B. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

1. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.
   a. When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In these circumstances, the Requesting Entity should claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.
   b. When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases the Providing Entity should obtain from the Requesting Entity the certification required in section E.3. of this policy and provide it to the State as part of its reimbursement request.

2. FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.
   a. When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period.
   b. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

C. Post-Event Mutual Aid Agreements.

1. When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance.

2. Post-event verbal agreements must subsequently be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing to the Regional Administrator for review and approval.

D. Force Account Labor Costs.

1. The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are not eligible costs, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) **Allowable costs,** *Force Account Labor Costs* and §204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.

2. The costs for contract labor or temporary hires performing eligible work are eligible for reimbursement. However, straight- or regular time salaries and benefits of force account labor overseeing contractors performing emergency work are not eligible in calculating the cost of eligible emergency work, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) **Allowable costs,** *Force Account Labor Costs*. The force account labor of a Providing Entity will be treated as contract labor, with regular- time and overtime wages and benefits eligible for reimbursement, provided labor rates are reasonable. When the Requesting Entity is the State or local government, the force account labor costs of the Providing Entity will not be treated as contract labor if the force account labor is employed by a governmental subdivision (such as an agency) within that Requesting Entity.

3. In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs D.1. and D.2., an

applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction, other than any relevant exceptions in accordance with 44 CFR §206.228(a)(2)(ii) **Allowable costs,** *Force Account Labor Costs.*

4. Requesting and Providing Entities may not mutually deploy their labor forces to assist each other so as to circumvent the limitations of paragraph D.1 or D.2. of this policy.

5. The straight- or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.

E. Types of Mutual Aid Work.

There are three types of mutual aid work that may be eligible for FEMA assistance: Emergency Work, Permanent Work, and Grant Management Work. All are subject to the eligibility requirements of the respective PA and FMAG programs:

1. Emergency Work. Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.

   a. Examples of eligible emergency work include:
      i. Search and rescue, sandbagging, emergency medical care, debris removal;
      ii. Reasonable supervision and administration in the receiving jurisdiction that is directly related to eligible emergency work;
      iii. The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs A.1., 2., and 3. of this policy;
      iv. Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
      v. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;

vi. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
vii. Dispatch operations in the receiving State;
viii. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Recovery Directorate);
ix. Firefighting activities; and,
x. Dissemination of public information authorized under Section 403 of the Act.

b. Examples of mutual aid work that are not eligible, include:
i. Training, exercises, on-the-job training;
ii. Long-term recovery and mitigation consultation;
iii. Costs outside the receiving State that are associated with the operations of the EMAC system (except for FEMA facilities noted in paragraph E.1.a.v. and vi. above);
iv. Costs for staff performing work that is not eligible under the PA or the FMAG programs;
v. Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR §204.42(e)];
vi. Dispatch operations outside the receiving State;
vii. Tracking of EMAC and U.S. Forest Service I-Suite/Incident Cost Accounting and Reporting System (ICARS) resources; and
viii. Situation reporting not associated with ICS operations under VIII.E.1.a.iv.

2. Permanent Work. Work that is of a permanent nature but is necessary for the emergency restoration of utilities (Category F). For example, work performed to restore electrical and other power.

3. Grant Management Work. For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR §206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

F. Eligible Applicants.

1. Only Requesting Entities are eligible applicants for FEMA assistance. With the exception of F.2., below, a Providing Entity must submit its claim for reimbursement to a Requesting Entity.

2. States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

G. Reimbursement of Mutual Aid Costs.

1. The State or Requesting Entities, as appropriate, must provide an executive summary of the services requested and received and the associated costs (i.e., labor, equipment, materials, etc.). Both Requesting and Providing Entities must keep detailed records of the services requested and received, and maintain those records for at least three years after project closeout. FEMA may review a sample of project costs, and reserves the right to review all documentation if it deems necessary. All documentation must be provided to FEMA upon request. Undocumented costs may be subject to deobligation.

2. A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement – whether pre- or post-event – between the Requesting and Providing Entities.

3. A request for reimbursement of mutual aid costs should include a written and signed certification by the Requesting Entity certifying:
   a. The types and extent of mutual aid assistance requested and received in the performance of eligible work;
   b. The labor and equipment rates used to determine the mutual aid cost reimbursement request; and
   c. That all work performed was eligible under the Stafford Act and applicable FEMA regulations and policies.

4. FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However:
   a. To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of Recovery Policy 9525.2, *Donated Resources*.
   b. If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the

non-Federal cost share of the Requesting Entity's emergency work under the provisions of Recovery Policy 9525.2, *Donated Resources*.

5. For PA only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA. Equipment used can be reimbursed as outlined in the terms of the agreement or for hours utilized/in performance of eligible work.

6. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy 9525.8, *Damage to Applicant Owned Equipment*.

7. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy 9525.12, *Disposition of Equipment, Supplies, and Salvaged Materials*.

8. For FMAG only, reimbursement for equipment provided to a Requesting Entity will be based on 44 CFR § 204.42 (b)(3) and (4).

9. For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).

IX. **RESPONSIBLE OFFICE:** Recovery Directorate (Public Assistance Division).

X. **SUPERSESSION:** For all disasters declared on or after October 27, 2012, this policy supersedes DAP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated August 13, 2007, and all previous guidance on this subject.

XI. **REVIEW DATE:** This policy expires three years from the date of issuance.

//signed//
Deborah Ingram
Assistant Administrator
Recovery Directorate

ORDINANCE NO. 089-36

An Ordinance Establishing a
Fire Mutual Aid Response

WHEREAS, the Village of Hinsdale has been participating in the Mutual Aid Box Alarm System (MABAS) to provide for communication procedures and other necessary functions to further the provision of said protection of life and property from an emergency or disaster; and

WHEREAS, an ad hoc committee has revised the existing MABAS contract to address the dynamics of change that have impacted upon the fire service since the original contract; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Revised Statutes, 1985, Chapter 127, Section 741 et seq., entitled the "Intergovernmental Cooperation Act", provide that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any unit of local government; and

WHEREAS, the Illinois Revised Statutes, 1985, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the parties to MABAS have determined that it is in their best interests to enter into the MABAS Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, and the protection of life and property from an emergency or disaster; and

WHEREAS, the purpose of MABAS is to establish procedures to be followed in an emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a single unit of local government; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, after due investigation, have determined that membership in MABAS will benefit the residents of the Village;

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 by this reference incorporated herein as findings of the President and Board of Trustees.

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Section 2. Execution of Agreement. The President and the Village Clerk are hereby authorized and directed to execute and attest, respectively, the MABAS Agreement in a form substantially the same as the form attached hereto as Exhibit A, which is by this reference incorporated into this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 1st day of August 1989

AYES: Trustees Imogene Coleman, Paul V. Anglin, Joy P. Rasin, Richard M. Burridge and Edward F. Huskisson

NAYS: None

ABSENT: Trustee J. Robert Meyer

APPROVED this 1st day of August 1989

Village President
W. B. MARTIN GROSS

ATTEST:

Ellen B. Mooney / Agnes C. Owen, Deputy
Village Clerk

VILLAGE
OF HINSDALE
19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521 • (312) 789-7000

PRESIDENT
W. B. Martin Gross

TRUSTEES
Paul V. Anglin
Richard M. Burridge
Edward F. Huskisson
Theodora J. Koeppen
J. Robert Meyer
Joy P. Rasin

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)
AND COOK)

I, Ellen B. Mooney do hereby certify that I am the duly qualified and elected Village Clerk of the Village of Hinsdale, Illinois in whose custody are the records of the Village of HInsdale.

And, I do further certify that the attached is a true and correct copy of MUTUAL AID BOX ALARM SYSTEM AGREEMENT adopted and approved by the Hinsdale Village Board of Trustees at their regular meeting of August 1, 1989.

WITNESS my hand and seal this 2nd day of August, 1989.

Ellen B. Mooney /by Agnes C. Owen, Deputy
Village Clerk

MUTUAL AID BOX ALARM SYSTEM AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the Illinois Revised Statutes, 1987, Chapter 127, Section 741 et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, the Illinois Revised Statutes, 1987, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that is is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter "MABAS") and the covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophies, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Mutual Aid Box Alarm System (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;

B. "Member Unit": A unit of local government including but not limited to a city, village or Fire Protection District having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;

C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;

E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.

G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.

H. "Executive Board": The governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action to Effect Mutual Aid

A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgement of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, workman's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of $1,000,000 auto and $1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workman's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such address as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Village of Hinsdale

Political Entity

President or Mayor
W. B. MARTIN GROSS

August 1, 1989
Date

ATTEST:

Ellen B. Mooney / by Agnes C. Owen, Deputy
Title - Village Clerk

August 1, 1989
Date

July 19, 1989
Date

REQUEST FOR BOARD ACTION

Agenda Section Number: Zoning and Public Safety Committee	Originating Department: Fire Department
Item Number: MABAS Contract	Approved: Chief Stan Bulat

SUMMARY OF REQUESTED ACTION --

In 1969, several fire departments in Northwest Cook County joined together to formalize their mutual aid responses. This formalized agreement created the Mutual Aid Box Alarm System (MABAS). This agreement provided a specific and preplanned response of fire apparatus to major fires in the member communities.

In the ensuing 19 years, the MABAS organization has grown dramatically. An agreement which had a few signatories in 1969 now encompasses nearly 200 fire departments. The MABAS fire chiefs recently agreed that it was time to examine the contract and enhance those areas of the contract which were weak. To achieve this goal, a contract committee was created to review and amend the current contract.

The attached MABAS contract and By-Laws are the product of several months work by the MABAS contract committee. It is the goal of the contract committee to have all MABAS members working under the revised contract by August 1, 1989.

The attached MABAS contract and ordinance have been reviewed by Village Attorney, Mark Burkland. Staff respectfully recommends the Committee to approve the new MABAS contract and accompanying ordinance.

STAFF APPROVALS:

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION: Committee recommended approval of the new MABAS contract and accompanying ordinance.

MOTION: To approve an ordinance establishing a Fire Mutual Aid contract (MABAS) and corresponding ordinance.

BOARD ACTION:

6a

July 31, 2014

To Zoning & Public Safety Board:

In the last decade, much attention has been given to modifying building codes to increase requirements for energy conservation. Tighter buildings, more insulation, better window performance, blower door testing, high efficiency HVAC systems, low flow toilets and LED lighting are a few that come to mind. These items are related to *how* a building is built. An additional strategy to reduce energy consumption would be related to *what* we build by adjusting zoning codes to help improve efficiency.

Zoning codes govern a building's use and also the size, height, width, footprint coverage, side yard setbacks and total floor area. It is very common that when a home is designed, these restrictions are pushed to their limits. People desire the most ***interior*** square footage that the code will allow. Unfortunately, many communities view unenclosed external covered porches and open slat pergolas the same way that they view interior space. Covered unenclosed porches and pergolas often count toward allowable building coverage and total floor area. What inevitably happens is that few owners are willing to sacrifice on interior space and the covered porch never gets designed and/or built.

Covered porches and pergolas protect a house from harsh winter weather and provide precious shade during the hot summer months. Prior to mechanical cooling, covered porches were a necessary architectural element that served a practical function. Porches offer an outdoor space where owners can cool off in the shade without having to operate their air conditioners.

In an effort to promote the construction of covered porches and pergolas, please consider modifying your Zoning Codes to provide relief on building coverage and total floor area for these age-old energy conservation structures, or at least consider excluding pergola structures that feature operable overhead louvers from these restrictions.

PERGOLASAVENERGY

Sincerely yours,

BRYAN ASSOCIATES, INC. - ARCHITECTS

Daniel W. Bryan
President

6b

MEMORANDUM

To: Chairman Saigh and Members of the Zoning and Public Safety (ZPS) Committee

From: Chief Bradley Bloom and Tim Scott, Director of Econ. Development & Urban Design

Date: September 17, 2014

Re: Implementation of CMAP Parking Recommendations

In follow-up to the Chicago Metropolitan Agency for Planning (CMAP) parking study recommendations presented to the Village Board on July 7, 2014, Staff has begun taking steps toward implementing some of the recommendations based on the direction we received from the Board. **Each item shown below in boldface reflects progress made since the July 28, 2014 meeting of the Zoning and Public Safety (ZPS) Committee.**

Simplified Parking Maps: Staff has been working with CMAP to develop new, simplified parking maps for employees and shoppers. We will have finalized maps for review at the next ZPS meeting.
Update - Attached please find an updated map that CMAP produced. The map will need to be further modified to show Garfield Lot pay boxes and new merchant permit parking areas (pending approval).

Escalating Fee Schedule: The CMAP study recommended an escalating fee schedule where the longer someone was parked the more it would cost. Staff supported this recommendation theorizing that escalating fees would deter commuters from parking in spaces that accommodate longer durations. In working to further develop this concept, Staff has found implementation costly and enforcement time consuming due to the fact that vehicles would have to be tracked by license plate. For example, if an employee parked in a space for two hours and paid a lower rate they could simply move their car to a different space and take advantage of the initial two-hour fee rather than the escalating fee purchased for four hours. Therefore, at this time, Staff is recommending a static fee per hour.
Update - In July, the ZPS Committee approved a static fee schedule of one dollar per hour ($1/hour) to be used in the Garfield Lot and implemented on a temporary basis upon installation of the pay box.

Parking Meter Duration: The CMAP study recommended offering longer duration parking options. Currently, the highest demand parking meters have a two-hour maximum limit. Staff recommends a six-hour maximum limit. The six-hour limit would dissuade commuters from using metered spots and still offer extended parking time for shoppers and diners.
Update - In July, the ZPS Committee approved a six-hour time limit to be used in the Garfield Lot and implemented on a temporary basis upon installation of the pay box.

Parking Pay Box in the Garfield Lot: Currently, the Garfield Lot contains 42 parking spaces, individually metered with a maximum duration of two hours. We had budgeted $45,000 for a gate to

control access and use of the Garfield Lot, but upon further research have found that gate systems can be problematic. We are therefore recommending that a pay-by-space parking box be used. This would require that parking meters be removed and parking spaces individually numbered. We contacted our current pay box vendor and were quoted a price of $9,950 (coin and card) or $11,750 (coin, card, and bill). As with our other pay boxes, "WebOffice" online monitoring has an on-going cost of $960 annually. Maintenance cost for the first year is included and thereafter is $840 annually. Therefore, the total first year cost would be $12,710 and thereafter the total annual cost would be $1,800. Additional expenses will be incurred in providing a unique parking space number to each pay box space. A pay box could be delivered and installed by September 1, 2014 following approval.
Update - In July, the ZPS Committee approved the purchase of a pay box for the Garfield Lot. We have ordered the pay box and are also awaiting delivery and installation of numbered parking spot plates. These plates will be mounted on the existing meter posts and designate unique parking space numbers. Installation is expected to be completed by mid-September.

Update - In late August after reviewing the site and preparing for installation, we found that we did not have a suitable area where the pay box could be centrally located in a protected manner that would provide the necessary visibility without sacrificing a parking space.

In discussing this matter with Tim Scott we believe that proper implementation of CMAP initiatives is important to the overall acceptance of the CMAP recommendations, and ultimately, their widespread implementation. Without visible and convenient locations to pay for parking, shopper frustration could result, and in turn, negatively influence consumer acceptance in this critical trial roll-out.

Therefore, we requested that a second pay box be purchased. This will allow one pay box to be installed at each end of the Garfield Lot. In addition to increased pay box visibility and convenience, two pay boxes could expand the parking area to be covered to also include Garfield Street and Village place should the trial program in the Garfield Lot be considered a success. A copy of a memo concerning the purchase of a second pay box is attached, and it was previously distributed in *Manager's Notes*. The second pay box was approved and has been ordered. We are preparing the site for installation.

Additional Employee Free Parking: The CMAP study cited a lack of free employee parking permits for the eastern half of the Central Business District (CBD). Staff is currently evaluating and monitoring the use of approximately 15 diagonal spaces located on the south side of Symonds Drive just east of Park Street for conversion to free employee parking spaces (but still requiring purple parking permits). We will finalize recommendations for the next ZPS Committee meeting.
Update - We have reviewed the current usage of these spaces and are recommending that these 21 spaces be converted from green permits (for use by Village of Hinsdale employees) to free employee/merchant purple permit spaces.

Parking App: The CMAP study recommended that shoppers have the option of purchasing parking through the use of a smart phone application rather than using the pay box and adding time on a metered spot. We are also looking for additional functionality, which could include sending a text message when

time is expiring or perhaps alerting a prospective shopper to available parking spaces. We currently allow the use of a parking app in our Highland, West Hinsdale and Chestnut Commuter lots. Approximately 40% of daily pay box users utilize this parking app, which carries a $0.75 service fee per transaction (of which the Village receives $0.375). Increased consumer acceptance and use of the parking app could result in the need for less pay boxes. We will finalize recommendations for the next ZPS meeting.
Update - We have meet with one app vendor and will need to further research options that include fees and credit card transaction costs. We hope to choose an app vendor and have them in place when the Garfield Lot pay boxes are installed. The cost of the app is funded by transaction fees. The minimum fee is $0.35 per transaction. Staff is seeking direction on this so that implementation is not delayed. Included with this memo is an overview of the Passport Parking Mobile Pay app.

Setting the Initial Fee: Our current fee per hour is $0.25. In discussions with CMAP, and taking into consideration the cost of a merchant parking permit ($180 per six months or $1.32 per day permits are required), we recommend starting with a fee of $1.00 per hour and allowing purchases in 15-minute increments ($0.25).
Update - A static fee of one dollar per hour ($1/hour or $0.25/15 minutes) was approved at the July meeting of the ZPS Committee.

Setting the Initial Fine: The current fine for a meter violation is $5.00, and the first meter violation produces a warning. Currently, a parking meter with a duration longer than nine hours carries a fine of $25. Staff is recommending that a fine of $25 dollars be implemented in the Garfield Lot only and that the practice of a first violation warning be continued.
Update - A fine of $25 for violations in the Garfield Lot was approved on a trial basis at the July meeting of the ZPS Committee.

On-going Monitoring of Parking: Staff plans on closely monitoring the use of the Garfield Lot before and after implementation of the pay boxes and new fee schedule. It will be important for us to track where users park following implementation.

Segregation of Increased Meter Fees: The CMAP study recommended that additional meter revenue resulting from the increased fee structure be segregated for reinvestment in the CBD. Staff supports this concept and believes that the increased fees will be more widely accepted by shoppers if not viewed as a way to simply increase Village revenues. Staff is looking for direction as to how to proceed. Would the ZPS Committee like staff, the Economic Development Commission or the Finance Commission to develop this concept and make recommendations to the ZPS Committee?
Update - This recommendation was approved. Committee directed staff to develop a recommendation with input from the Finance and EDC Commissions. Staff has met internally to develop a conceptual plan. Additional meetings are necessary.

Discussion: The overall purpose of the CMAP study was to determine best practices for managing our current parking supply. The CMAP study identified that 15%-30% of the cars in the most in demand on-street metered parking spaces were occupied by employees of local businesses. Higher parking fees coupled with increased fines would dissuade employees from parking at metered spaces and encourage them to find long term, less expensive solutions that include free permit parking and merchant permits.

Staff will carefully evaluate each component change implemented in the Garfield Lot and review that applicability and functionality in a wider application if it proves successful.

Staff believes that implementing an increased fee and fine structure for the Garfield Lot will likely not result in increased employee demand for permits and that employees will simply relocate to adjacent on-street metered parking spaces that have the current fee ($0.25/hour) and fine structure ($5.00). However, the proposed changes in the Garfield Lot will allow shoppers to stay longer, gain familiarity with the use of the pay box and parking app, and increase the likelihood that a shopper may be able to find an available parking space in a designated area.

The purchase of the pay box can be completed under the Village Manager's authority and the temporary parking changes can be implemented on a temporary basis for a 90-day period.

Staff will continue to work through the recommendations made within the CMAP study each month. If the Committee wishes to prioritize or provide additional direction, please let us know.

cc: Village President and Board of Trustees
Kathleen A. Gargano, Village Manager

Memorandum

To: Ms. Kathleen Gargano, Village Manager

From: Chief Bradley Bloom

Date: August 25, 2014

Re: Recommendation for Second Parking Pay box for Garfield Lot

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At the July 28, 2014 ZPS Committee meeting the ZPS Committee approved the staff purchase recommendation to install a parking pay box in the Garfield Parking Lot. At the time this recommendation was made staff believed that a single pay box centrally located in the parking lot would provide ample coverage. The pay box was subsequently purchased from our existing pay box vendor for $11,750 (with annual on-going costs of $1,800 following the first year).

In reviewing the site and preparing for installation, we found that we did not have a suitable area where the pay box could be centrally located that would provide enough visibility without sacrificing a parking space. In discussing this matter with Tim Scott we both believe that proper implementation of the CMAP initiatives is important to the overall acceptance of the CMAP recommendation and widespread implementation. Shopper frustration over ease of use and convenience could negatively influence the overall acceptance in our trial roll out.

Therefore, we are requesting to purchase a second pay box and locate one pay box at each end of the parking lot. In addition to increased pay box visibility, the area controlled by the pay box could be expanded to cover both Garfield Street and Village Place should the trial program be deemed successful in the Garfield lot.

The first pay box has already been purchased however, a second pay box purchase would exceed your purchasing approval authority. For a number of reasons including but not limited to proprietary software, compatibility with our enforcement systems and the need for all of the pay boxes to be interfaced together, competitively bidding this is not something I would recommend.

We budgeted $45,000 for a gate system for the Garfield Lot but alternatively have recommended a pay box purchase instead. Proceeding with this purchase would be still be well within this budget.

I am looking for some direction on this so as not to delay implementation of the CMAP recommendations by waiting for the September ZPS meeting.

Cc Mr. Tim Scott
Deputy Chief Kevin Simpson

Employee Parking options

Taxi Stand
4 HR Free
Merchant Permit
Free Merchant Permit
No Parking 7AM - 9AM
Municipal Permit
Merchant / Commuter Permit
No Parking 8-9 AM AND 3-4 PM
Handicapped Metra Parking
9 HR Meter AFTER 8:45 AM
12 HR Meter, Merchant / Commuter
No Signage

Subject to change. Please obey signage.
*Walking time is based on an average speed of a healthy adult, about 3 mph.
Any street that is not color-coded is presumed to not allow parking; some exceptions with various permits.

Shopper Parking options

Public Parking Lots
15 MIN Parking
30 MIN Meter
2 HR Meter
4 HR Meter

9 HR Meter AFTER 8:45 AM
12 HR Meter
Taxi Stand
Handicapped Parking
No Signage

2 HR Free
2 HR, No Parking 7AM TO 9AM
4 HR Free
No Parking 8-9 AM AND 3-4 PM
No Parking 7AM - 9AM

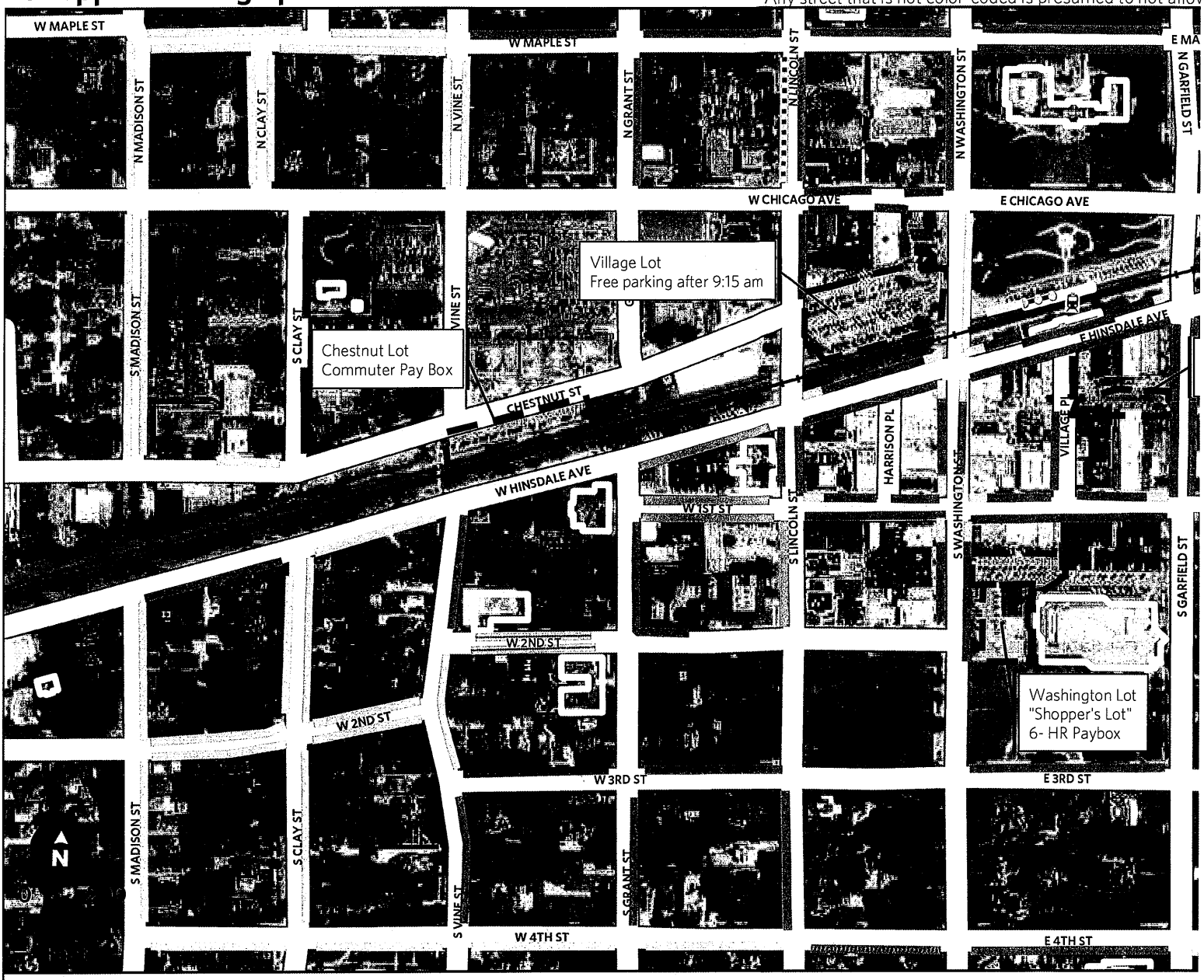
Five M
Ten M
Village H
Library
Religious

Any street that is not

Subject to change. Please obey signage. *Walking time is based on an average speed of a healthy adult, about 3 mph.

Shopper Parking options

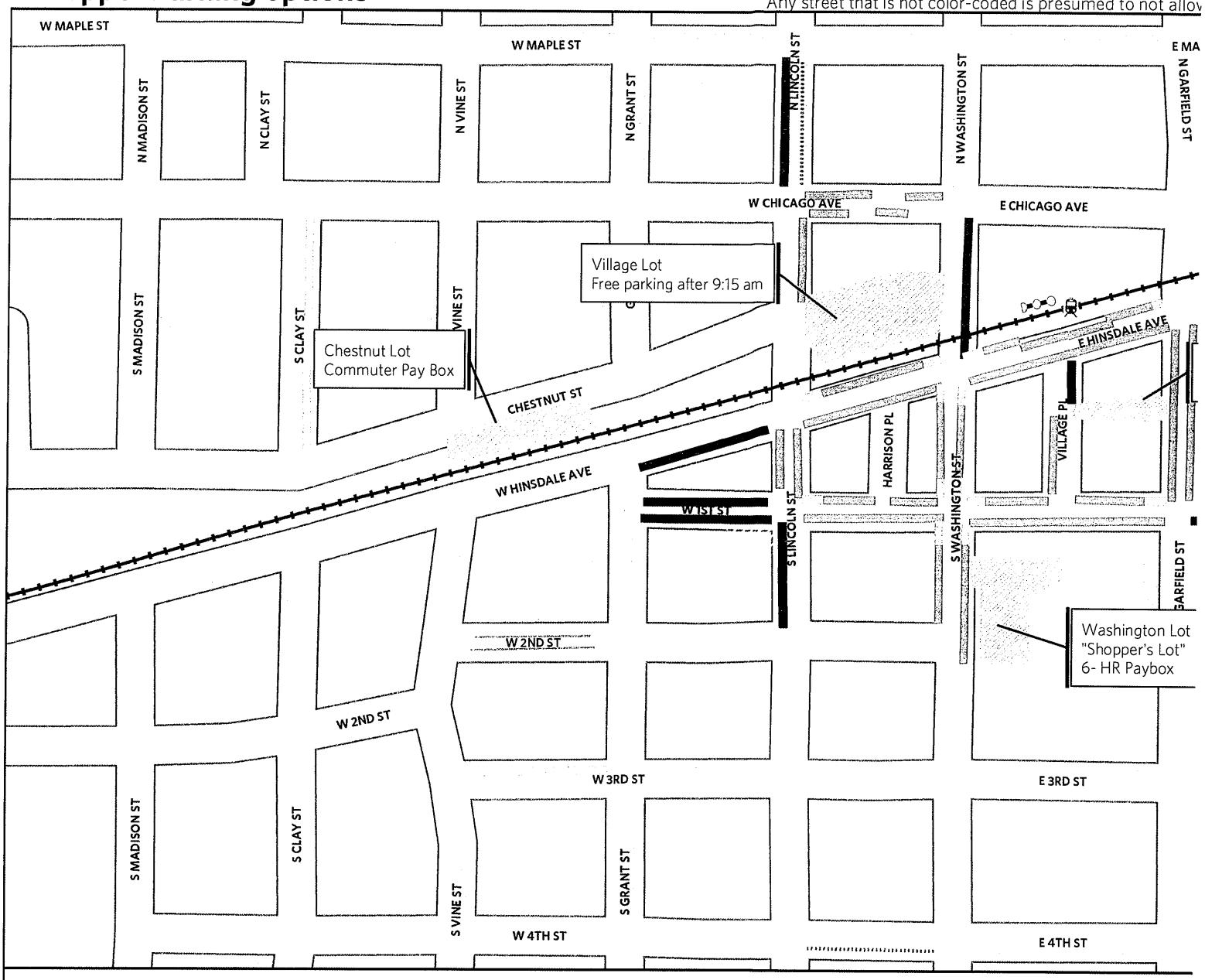
Any street that is not color-coded is presumed to not allov



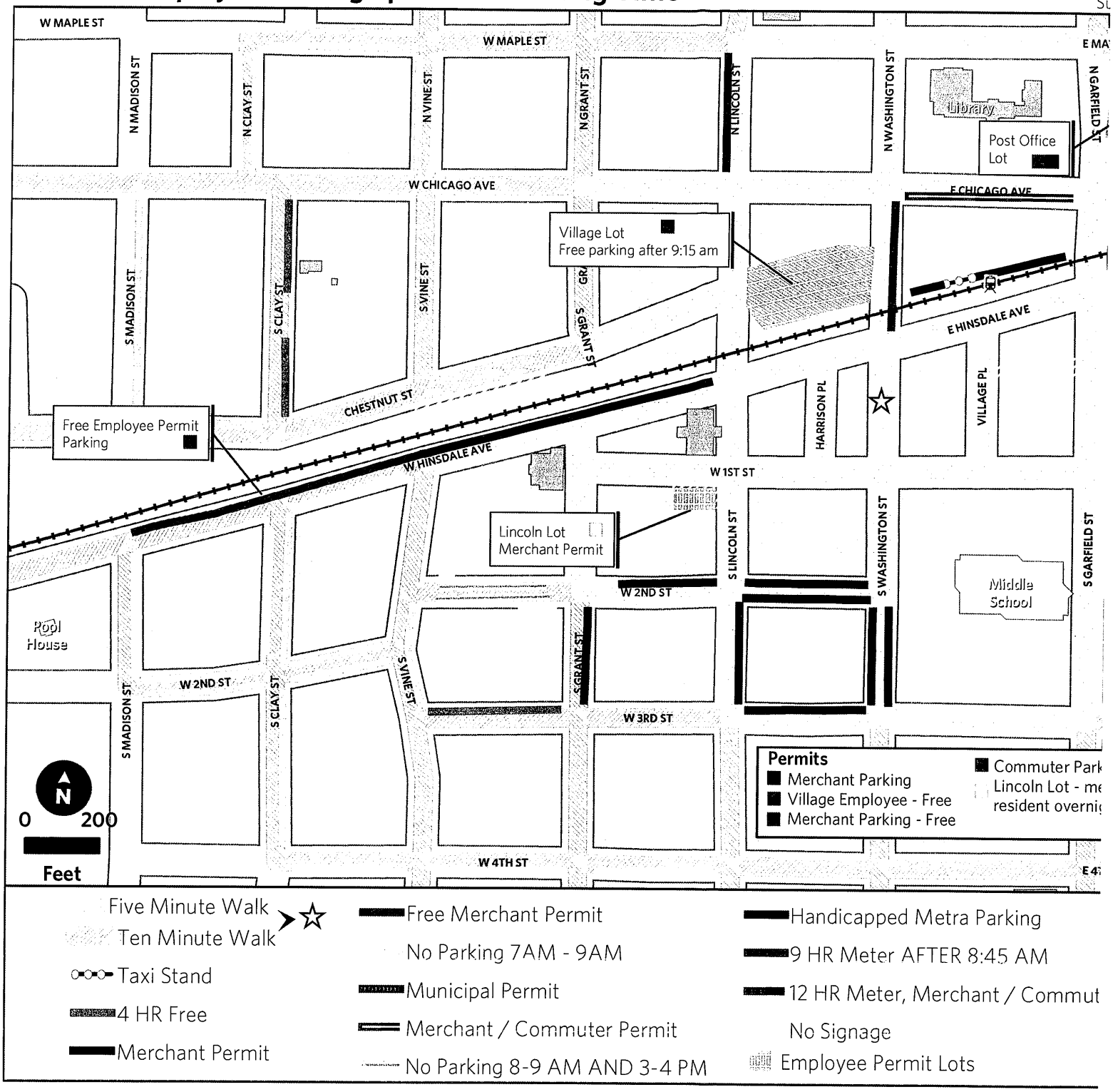
15 MIN Parking
30 MIN Meter
2 HR Meter
4 HR Meter
9 HR Meter AFTER 8:45 AM
12 HR Meter
Taxi Stand
Handicapped Metra Parking
No Signage
2 HR Free
2 HR, No Parking 7AM TO 9AM
4 HR Free
No Parkin
No Parkin
Public Park

Shopper Parking options

Any street that is not color-coded is presumed to not allov

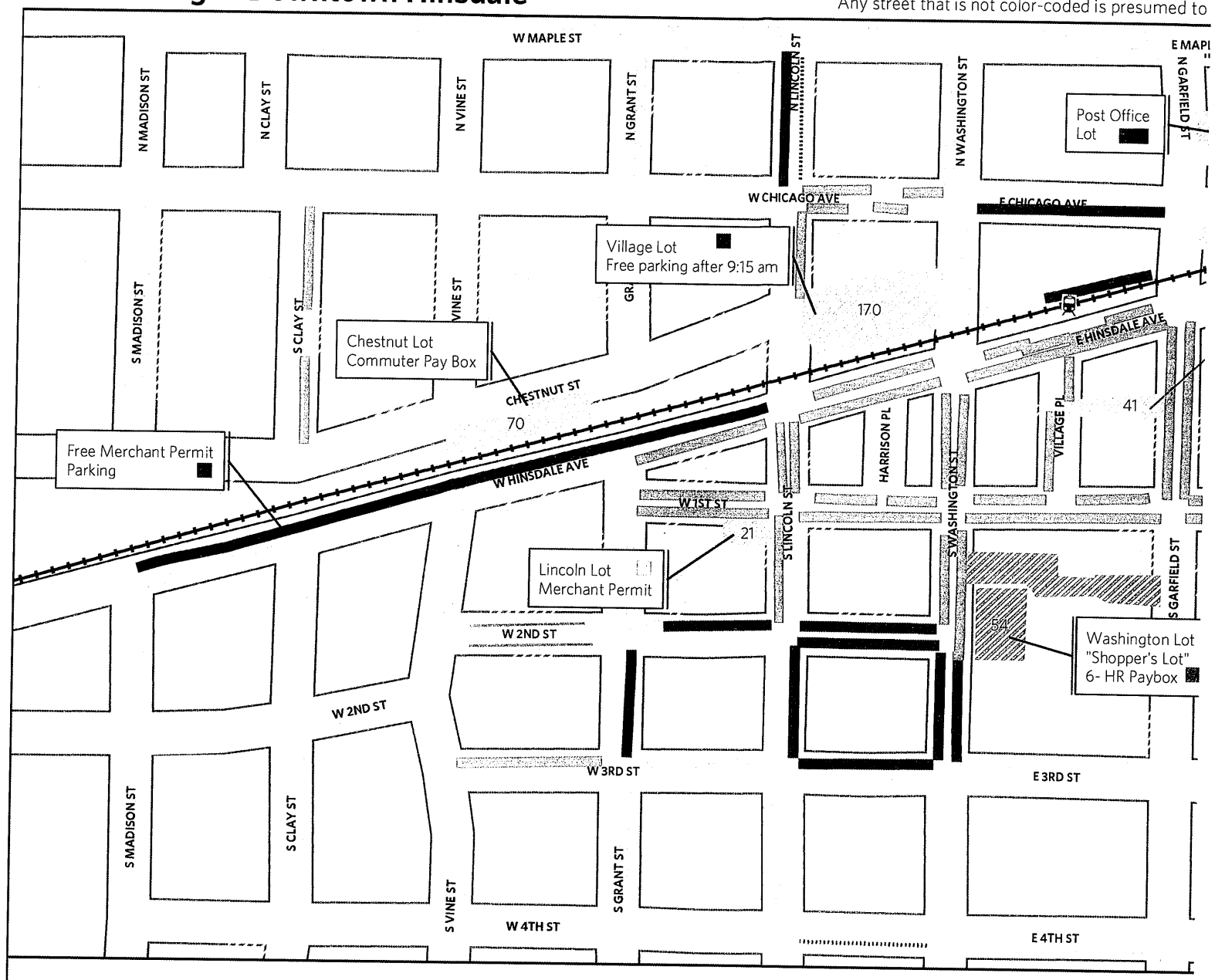


Hinsdale Employee Parking options & Walking Time



Free Parking in Downtown Hinsdale

Any street that is not color-coded is presumed to

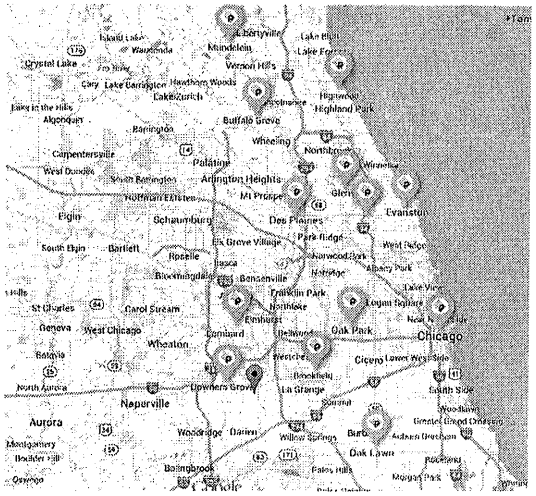


Overview of PassportParking Mobile Pay

Passport Overview

Passport

Neighboring Installs



- BROOKFIELD, IL
- BUFFALO GROVE, IL
- DES PLAINES, IL
- DOWNERS GROVE, IL
- EVANSTON, IL
- GLENVIEW, IL
- HARVARD, IL
- HIGHWOOD, IL
- MORTON GROVE, IL
- MUNDELEIN, IL
- OAK LAWN, IL
- OAK PARK, IL
- RIVER FOREST, IL
- SKOKIE, IL
- VILLA PARK, IL

Other References

Oak Park

Oak Park, IL
Jill Velan, Parking Manager
(708) 358-5752

THE CITY OF DUBUQUE

Dubuque, IA
Tim Horsfield, Parking Manager
(563) 589-4388

Wisconsin Dells

Wisconsin Dells, WI
Jody Ward, Police Chief
(608) 253-1611

Passport Mobile Pay

Passport

With the launch of Passport, residents and visitors of Hinsdale will now be able to pay for parking from their mobile phones.

How It Works:

Parking customers can register and pay in any one of three easy methods:

Mobile App

Mobile Website

Calling 630-581-2445

After registering, paying for parking is as easy as:

Enter Zone Number

Enter Space Number

Enter Amount of Time

Benefits for Parking Customers

Passport

PassportParking's Mobile Pay service provides parking customers with the ability to pay for parking from their mobile phone. Users can download an app, go to a mobile website, or call into a local '630' number.

The service works on spaces with CALE Machines and the existing legacy coin meters.

Customers will be assessed a $0.37 cent convenience fee for using the option with the following benefits:

- No more standing in harsh weather to pay for parking
- Extend parking sessions by app, phone, or text
- Receive reminders minutes before parking sessions expire
- View and print receipts online

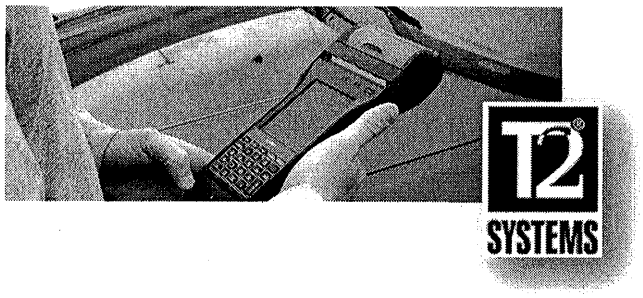
No capital outlay to the Village. PassportParking pays for all signage and handles all support calls in English and in Spanish.

Enforcement

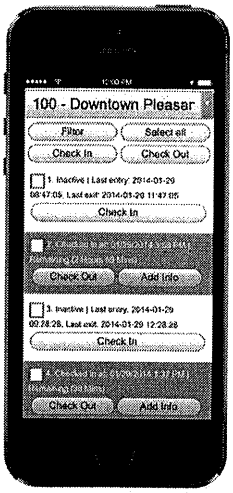
Passport

- Once drivers have parked, now what?

Option 1:
Passport will integrate with the Village's current enforcement solution



Option 2:
Easily monitor your spaces from any device with an internet connection using Passport's Park Monitor

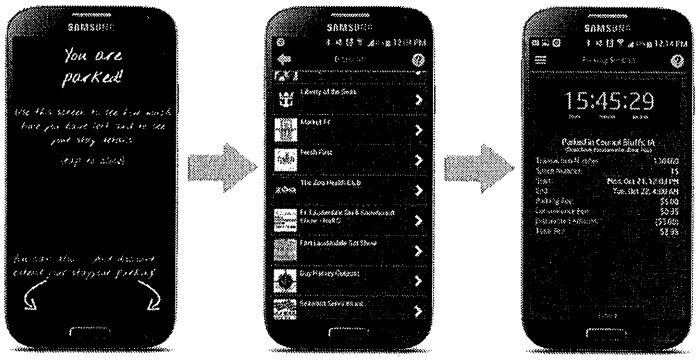


Merchant Validation

Passport

Merchants in Hinsdale will have the opportunity to subsidize parking payments through Passport's electronic validation system to increase awareness of and foot traffic to your business.

How It Works:



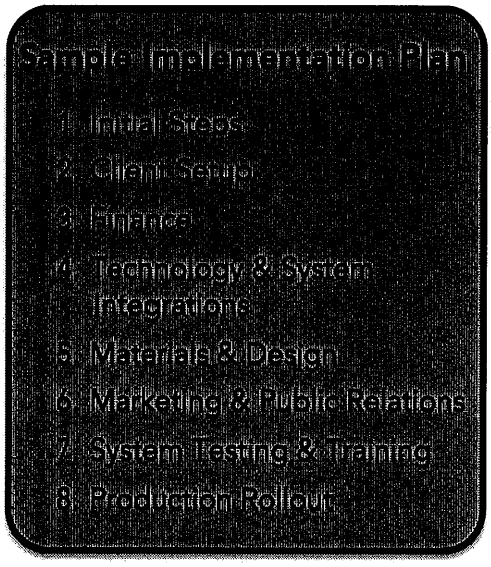
1. Merchants load a balance on the validation account management site
2. Merchants then issue 5-digit validation codes for "up to $x.xx off of the parking fee" to the customer
3. Customer enters the 5-digit code to receive discount
4. Validation amount then deducted from the merchant account and transferred to the Village.

Training & Implementation

Passport

- Passport will be fully committed to the Village of Hinsdale and project stakeholders to ensure a smooth and successful rollout to the community. Resources will be committed during all phases of the project and ongoing support. To ensure consistency, quality, and timely delivery, we will create a project plan in collaboration with the Village of Hinsdale.

- A project plan will be updated and sent weekly during the implementation of the service in an effort to conduct weekly status meetings.



6c

Date: September 22, 2014

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

From: Robert McGinnis, Director of Community Development/Building Commissioner

Re: **Consideration of Text Change for Certificate of Zoning Compliance Language**

Background

As many are aware, Section 11-401 of the Zoning Code requires that a Certificate of Zoning Compliance (COZC) application be submitted, and a certificate approved, prior to any building permit being issued. An applicant is required to submit the same application with any Plan Commission application that has been received. In the recent past, staff has taken steps to provide a better understanding of the Certificate and its purpose as well as the process of obtaining it. Most notably, when considering Plan Commission applications, we have gone from a system of approving a certificate with conditions, to denying the Certificate since the Code provides for this, subject to the appropriate approvals being sought and approved through the appropriate Commissions. The Certificate serves as a formal memorialization that the zoning works and has been approved. The reality is that a permit is not issued until the zoning works and all approvals have been received.

Presently, the Code requires that every application for a building permit be accompanied by an application for a COZC and that a Certificate be obtained for every permit being submitted. Many times, these applications are for items that have nothing to do with zoning or the zoning code such as water heaters, furnaces, fire suppression, commercial roofing, etc. The process is especially cumbersome and frustrating for applicants that are applying for these types of permits.

As an example, a heating contractor comes in for permit to replace a furnace for a resident. He is required to fill out an application for a COZC and pay a $50 fee in addition to anything else normally required for a permit like this (a copy of the application is attached). He cannot fill out most of the application as it is not applicable and he doesn't understand what most of it means. As a result, we end up striking most of the fields. In most towns he could get a permit like this over the counter. Here in many cases, he cannot, as the Zoning Officer (the Village Manager) has to sign off on the Certificate before the permit can be issued. Staff is forced to go find the Village Manager to sign off on a zoning certificate that has nothing to do with zoning. The contractor, who is already frustrated he even bothered coming in for permit, is forced to come back, as the Zoning Officer happened to be out of the building. The contractor asks himself why he bothered in the first place and amends his contracts to make the homeowner responsible to get permits in the future.

This is an impediment to providing good customer service and one of the key reasons that we cannot issue small permits over the counter. As such, staff is requesting that the Zoning and

Public Safety Committee discuss and consider a text amendment that would exclude a requirement for a COZC for these types of building permit requests.

Request

Staff is requesting that Committee consider amending the current language in Section 11-401, related to when a COZC is required. The recommended language would simply exclude the requirement that a certificate be obtained for certain innocuous permit requests such as those mentioned above. As such, staff is recommending that Committee consider the following underlined changes to Section 11-401 (Certificate of Zoning Compliance):

> C. *Certificate Required:* Except where expressly waived by another provision of this code, unless a certificate of zoning compliance shall have first been obtained from the village manager:
>
> 1. The construction, reconstruction, remodeling, alteration, or moving of any structure, except signs, shall not be commenced; and
>
> 2. No land vacant on the effective date of this code shall be used or occupied for any purpose, except the raising of crops; and
>
> 3. The grading, excavation, or improvement of land preliminary to any construction on or use of such land shall not be commenced; and
>
> 4. Building or other permits pertaining to the construction, reconstruction, remodeling, alteration, or moving of any structure or the use of any land or structure shall not be issued by the village; and
>
> 5. No home occupation shall be established or maintained; and
>
> 6. No temporary use shall be established or maintained, except as provided in subsection 9-103C1 of this code; and
>
> 7. No land shall be annexed to the village.
>
> <u>Exception: Permits for improvements not regulated by this code.</u>
>
> In any case where a certificate of zoning compliance is not required under this code, the manager shall, on written request, issue a certificate of such fact.

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

Should the Committee concur with the recommendation above; staff will bring back a draft Ordinance and Application for Text Amendment for consideration.

6d

Date: September 22, 2014

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

From: Robert McGinnis, Director of Community Development/Building Commissioner

Re: **Welded Wire Fencing Material**

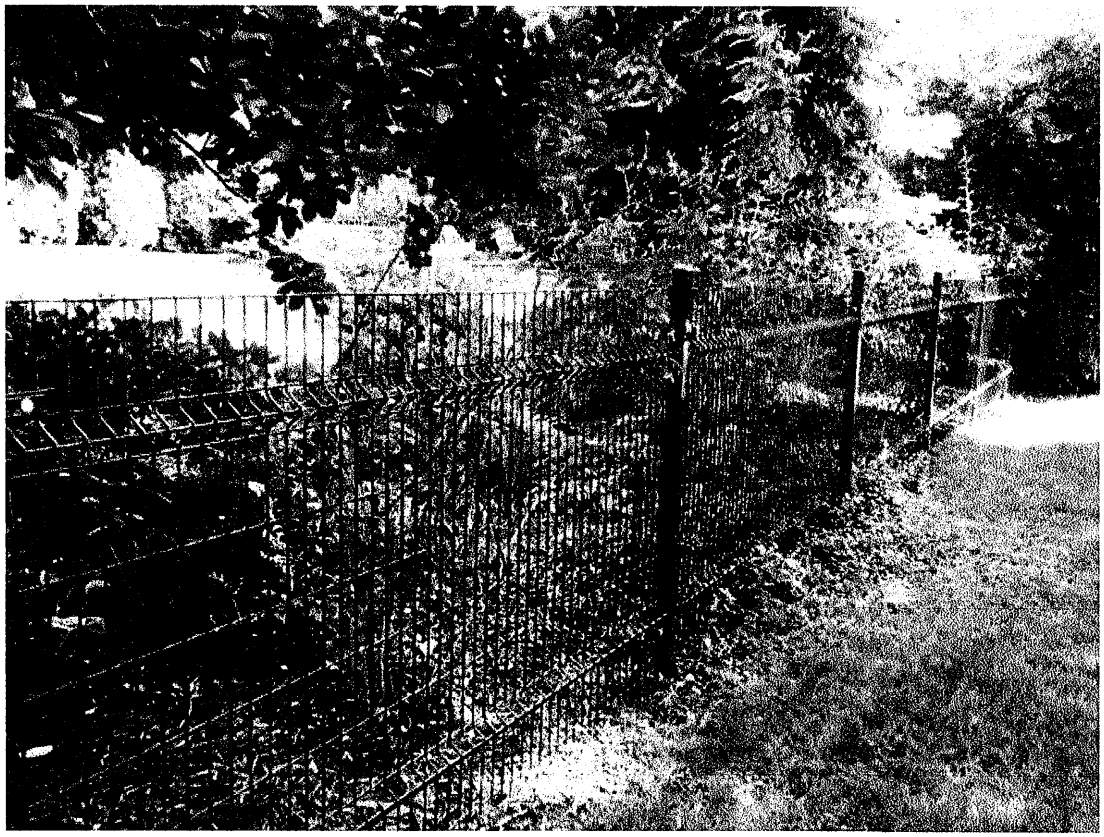
Background

The Building Code was amended in 2006 to preclude the use of welded wire fabric as a permitted fencing material. This was done in order to discourage the use of light gauge rolled poultry fencing commonly used in gardens, construction sites, etc., and generally sold by the roll at hardware centers as a permanent fencing material.

Request

An application was received to install a fence at a residential property with "Designmaster Fencing". A copy of their literature is attached. Staff is comfortable differentiating this product from the light gauge rolled fencing we were trying to discourage, but wanted to get some input from Committee as this is technically still a welded wire product. This is installed the same as traditional post and panel fencing and is a much heavier gauge than the fencing we prohibited as a permanent fencing material.

SDC10350



From: Paula Reynolds <paulareyno@aol.com>
Subject: **Fwd: 3 great iPhotos 234 N. Adams II**
Date: August 28, 2014 8:38:01 AM CDT
To: tryan@villageofhinsdale.org
3 Attachments, 554 KB

Dear Mr. Ryan,
Please reply that you have received this email.
Thank-you,
Paula Reynolds

Begin forwarded message:

From: Paula Reynolds <PAULAREYNO@AOL.COM>
Date: August 23, 2014 1:35:17 PM CDT
To: tryan@villageofhinsdale.org
Subject: 3 great iPhotos 234 N. Adams

SDC10348