

**DRAFT MINUTES
VILLAGE OF HINSDALE
ZONING AND PUBLIC SAFETY COMMITTEE
MONDAY, SEPTEMBER 22, 2014
MEMORIAL HALL
7:30 p.m.**

Present: Chairman Saigh, Trustee Angelo, Trustee Elder

Absent: Trustee Haarlow

Also Present: Kathleen A. Gargano, Village Manager, Robert McGinnis, Director of Community Development/Building Commissioner, Brad Bloom, Police Chief, Rick Ronovsky, Fire Chief, Sean Gascoigne, Village Planner, Mark Wodka, Deputy Chief

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

Minutes – July 2014

Trustee Elder moved to approve the minutes as amended for the July 28, 2014 meeting. Second by Trustee Angelo. Motion passed unanimously.

Monthly Reports – July/August 2014

Fire Department

Chief Ronovsky reported that there 239 calls for service in July and 236 calls for service in August bringing the year to date total through August to 1869 calls for service. The total calls for service are about 100 calls higher than the average of the past three years. Although still slightly high that increase has leveled off over the past few months.

Chief Ronovsky reported that fire hydrant flow testing has been completed and the annual fire hydrant maintenance should be completed by the end of September. There were no major issues and any repairs are being done through Public Services.

Chief Ronovsky reported he and Village Manager Gargano met with the Clarendon Hills Village Manager and Fire Chief to begin the process of renewing the Shared Services Agreement for Fire Service between both towns. With both parties looking at continuing the joint effort, an updated Agreement should be presented to ZPS in October. Changes in the Village dispatch services will be included.

Chief Ronovsky reported that the annual Softball Tournament honoring the late Deputy Chief Mark Johnson was held on Saturday, September 20th at Veeck Park. Clarendon Hills FD won the tournament. About \$11,000 was raised for local charities. The annual Firefighters Silent Parade is on Friday, October 10th starting at the fire station at

Ms. Gargano asked that if the Committee was comfortable making a recommendation to the full Board to approve a formal request for membership. The Committee concurred with recommending that the Board approve a formal membership request.

Request for Board Action

Approve "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; Approve "An Ordinance Approving a Special Use Permit for a Cooking School, at the Property Located at 111 S. Vine Street".

Chairman Saigh introduced the item and asked Peter Coules, the attorney representing the contract purchaser, to provide background on the request.

Mr. Coules summarized the request and stated that the Plan Commission unanimously approved both requests subject to some conditions being met. He explained that the code presently prohibits cooking schools in any of the Office Districts. The text amendment would provide for this as a Special Use in any of the Office districts.

He stated that the owner agreed to take the parking count back to six spaces, have employees park off-site, and limit class size to 10 people.

He stated that stated that there would be no changes to the exterior.

He stated that the request for the Text Amendment was modified at the request of the Plan Commission to include all of the Office districts.

Chairman Saigh asked about the length of the classes. Mr. Coules stated that the classes would never go past 10PM, as the last class started at 6PM. Additionally, classes would not start before 8AM.

Chairman Saigh asked about the use of a garage in the area and parking east of the garage. Mr. Coules explained that the request did not include the use of this garage and the parking area was owned by someone else.

Trustee Elder stated that he saw this as a straightforward, low impact use, with no changes to the exterior and was in support of it.

Trustee Elder made a motion to Approve "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; Approve "An Ordinance Approving a Special Use Permit for a Cooking School, at the Property Located at 111 S. Vine Street". Second by Trustee Angelo. Motion carried unanimously.

7:00pm. The Police & Fire Department's annual Open House is on Saturday, October 11th from 11ma to 3pm.

Police Department

Chief Bloom reported on some upcoming community outreach programs that included the Prescription Drug disposal event held on September 27, 2014 from 10:00 a.m. to 2:00 p.m.; Citizen's Police Academy starting October 2, 2014 and a new program entitled "Thinking about Concealed Carry" which will offer instruction to residents wanting to learn more about concealed carry. The program will cover the application process, and overview of the law, handgun selection and storage and answer questions residents may have who are considering applying for a concealed carry permit. The program will be held on October 14, 2014 from 7:00 pm to 9:00 pm at the police department.

Community Development

Robert McGinnis limited his comments to any questions the Trustees had on the monthly report but stated that building activity had returned to pre-recession levels and that permit revenue was as high as he had ever seen it.

Presentation by DuPage Public Safety Communications (Du-Comm) to Provide Emergency 9-1-1 Dispatch Services

Mr. Ron Gross and Mr. Matt Baarman presented a Powerpoint overview of the DuPage Public Safety Communications Center (Du-Comm). The presentation covered the organizational structure, governance, training, equipment and services Du-Comm provides its members. Additionally, Mr. Gross talked about Du-Comm's plans to build a second back-up facility. The Committee members asked questions regarding call handling, back-up plans and communications system redundancy as well as employee turn-over rates.

Chief Bloom spoke favorably of Du-Comm's reputations amongst its current members and pointed out plans to make Du-Comm the primary wireless 9-1-1 center in DuPage a plan Chief Bloom stated would reduce the necessity to transfer calls and result in a more expedient response to a resident calling 9-1-1. Chief Bloom also pointed out that Du-Comm's current service area covers 80% of DuPage County.

Chief Ronovsky spoke favorably of Du-Comm but pointed out that there are still some operational issues that need to be discussed. Chief Ronovsky added that changing dispatch centers does not affect the shared services agreement with the Clarendon Hills Fire Department.

Ms. Gargano noted that the next step in the process is to make a formal request to Du-Comm for membership. The formal membership request does not obligate the Village to join Du-Comm but is the next step toward staff's further researching some outstanding operational and financial issues.

Approve "An Ordinance to Prohibit Parking on Hickory Street (South Side) Between Justina and Mills Streets".

Chief Bloom stated that 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.

Chief Bloom said the residents on the affected block circulated a petition in support of continuing the parking restrictions. Chief Bloom recommends that the parking prohibitions and signage remain in place and that the Village ordinance be amended to reflect these restrictions.

Trustee Elder motioned 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. Trustee Angelo seconded. Motion carried unanimously.

Approve the First Amendment of the MABAS-IL Contract

Chairman Saigh introduced this item and Chief Ronovsky spoke that the Fire Department has been a member of the MABAS (Mutual Aid box Alarm System) since 1989. MABAS, by membership agreement, provides the framework for establishing mutual assistance for fire, rescue, and emergency medical services in Illinois, Indiana, Wisconsin, and Michigan. The MABAS Executive Board has issued notice that the agreement needs to be amended to include the framework to gain compliance with FEMA Recovery policy in the event of a disaster. This amendment would establish the guidelines for recovering costs associated with responding to emergencies for periods of time that are longer than 8 hours.

Contract amendment was reviewed by our Village Attorney and there is no financial impact to the Village.

Trustee Angelo made the motion, seconded by Trustee Elder to recommend to the Village Board to approve the First Amendment of the MABAS-IL contract. Motion passed unanimously.

Discussion Items

Pergolas and Building Coverage

Chairman Saigh introduced the item and asked Dan Bryant, a local architect, to speak on the request.

Dan Bryant gave some history on the request and asked that pergolas not be counted towards Building Coverage.

He spoke on increased energy efficiency and that pergolas and porches were a low impact means to provide shading thereby reducing energy usage.

He stated that Building Coverage in Hinsdale was overly restrictive at 25% and that as expensive as property was in Hinsdale, pergolas end up getting sacrificed for more living space in the house. He stated that the balance of the bulk regulations would still apply, but that pergolas should be excluded from Building Coverage.

He stated that many pergolas are built without benefit of permits and that the 25% limitation definitely becomes an issue on smaller lots.

Chairman Saigh asked about getting the Zoning Board of Appeals to opine of the issue and weigh the merits of recommending a Text Amendment. Robert McGinnis explained why pergolas are counted and that he did not see this as an issue of interpretation, but rather a question of whether Committee felt that there was value in excluding pergolas. If so, the best solution would be to recommend that a Text Amendment be forward to Plan Commission to consider. If approved, pergolas would become a listed exception along with those already contained in the footnotes.

Trustee Angelo asked what percentage of clients ask for a pergola to be included as part of a design. Mr. Bryant said that it had been a while and that most requested a porch. He went on to add that no one was willing to sacrifice square footage for a pergola.

Trustee Elder stated that it was an interesting argument but was not sure how to move it forward. Robert McGinnis stated that this would be in the form of a referral for Text Amendment for Plan Commission deliberation.

Trustee Elder asked if staff would be the party driving this. Robert McGinnis stated Dan Bryant would be the applicant on the text amendment and that staff could not advocate for any more "stuff" being built on these lots. He stated that he had to assume that at some level, massing had to be taken into account when the Building Coverage limitations were discussed prior to adoption.

Trustee Angelo agreed and stated that he felt the deck allowances were generous and that even though they were not conspicuous, they were noticeable. He added that he did not see a crying need for this.

Mr. Bryant stated that the annular space between the members should not be counted and that these simply define a space.

Use of welded wire fencing material

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

Robert McGinnis explained that under the strict interpretation of the code welded wire fabric is not permitted as a permanent fencing material. He stated that although he did not have a problem differentiating this product from the rolled welded wire fencing the village was trying to prohibit, it was still technically a welded wire product.

The Trustees discussed the material and an existing installation in town where this product was used and the length of time it had been installed.

Several Trustees stated that they had no objection to the use of this product in the rear yard, but did not want to see it used in the front or corner side yard. Robert McGinnis stated that he could take care of this with a Policy Memorandum and that this would reduce it to writing.

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 9:30 p.m.

Respectfully Submitted,

Robert McGinnis, MCP
Director of Community Development/Building Commissioner

Chairman Saigh stated that he did not see this idea going anywhere and that for the time being that the issue be looked at instance by instance.

CMAF Parking Recommendations

Chief Bloom reviewed the current status of the CMAF project since the last Committee meeting. The update included the decision to go forward with purchasing a second pay box for the Garfield Lot. Chief Bloom stated the pay boxes should be operational in the Garfield Lot by mid-October. Chief Bloom presented new shopper maps; employee maps; and commuter maps. Chief Bloom indicated the maps will have to be updated to show the new Garfield pay boxes.

Chief Bloom discussed the use of a smart phone application that would allow shoppers to pay for pay box parking in the Garfield Lot. Chief Bloom recommended using the Passport parking application due to its wide use in the Chicagoland area. A discussion was held regarding the application fee of .35 per use which is paid by the user. The Committee was in agreement that the convenience fee only include the actual cost and not include an addition charge that would go to the Village.

Chief Bloom recommended converting 21 spaces on Symonds Drive across from the Public Works facility to a combination free employee/merchant parking and Village employee parking. The Committee discussed this and approved moving forward on 90 day period for evaluation. This change was included in the CMAF recommendations.


Consideration of Text Changes for Certificate of Zoning Compliance Language

Chairman Saigh introduced the item and asked staff to provide background. Robert McGinnis explained that the language in the Zoning Code requires a Certificate of Zoning Compliance for any building permit. With the exception of plumbing permits and electric permits, almost every permit issued falls under the heading of building permit. As such, nearly every application for permit needs a Zoning Certificate, even when the application has nothing to do with zoning. Some examples would include furnaces, water heaters, fire suppression and detection, and so on. He went on to state that adding an exception to this section of the code would allow them to exempt out improvements that were not regulated under the zoning code. That the system presently in place was an impediment to providing good customer service and that this requirement prevented staff from issuing anything over the counter.

Trustee Angelo stated that he agreed with this but was concerned that it might somehow be abused in the future. He went on to state that a list should be included. Robert McGinnis responded that they could come up with a list of examples to include in the text of the code, and although they could not anticipate every example, the list would include the lions share. He added that staff would include a list when the item came back for referral.

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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: October 27, 2014
Re: Historic Preservation Commission - Text Amendment to the Historic Preservation Ordinance as it Relates to Withdrawing a Local Landmark

BACKGROUND

Application

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

TEXT AMENDMENT – MUNICIPAL CODE

Process

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

Request

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

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

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

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

Motion

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

Attach:

Draft Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

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

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

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

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

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

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

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference.

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

14-4-1: CONDITIONS FOR WITHDRAWAL:

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

- A. The structure, building, or site, ~~or area~~ has ceased to meet the criteria for designation because the qualities which caused it to be originally designated have been lost or destroyed, or such qualities were lost subsequent to nomination, but before designation;
- B. Additional information shows conclusively that the structure, building, site, or area does not possess sufficient significance to meet the designation criteria;
- C. The original designation was clearly in error; ~~or~~
- D. There was prejudicial procedural error in the designation process; or
- E. The owner of the structure, building or site demonstrates that he or she is experiencing significant and continuing financial hardship of a nature that has, and will going forward, negatively impact the ability of the owner to adequately maintain the structure, building or site.

SECTION 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

PASSED this _____ day of _____, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

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

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Deputy Village Clerk

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DATE: October 22, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	Zoning & Public Safety	ORIGINATING DEPARTMENT	Fire & Police					
ITEM NUMBER	Painting & Carpeting Replacement @ Fire/Police Facility	APPROVED	Chief Rick Ronovsky					
SUMMARY OF REQUESTED ACTION								
<p>The Capital Improvement Plan for FY 2014/15 includes \$64,000 for the purpose of replacing aged carpeting and repainting various areas of the Fire/Police Facility. Of the above figure, \$39,000 has been budgeted for the Police Department portion of the building with the remaining \$25,000 budgeted for the Fire Department portion of the building.</p> <p>Deputy Police Chief Wodka and Assistant Fire Chief McElroy have worked to outline the work to be done and went out to bid on this project. Bid #1569 was issued for the carpet replacement and Bid #1570 was issued for the painting of the building. Attached are the summaries of both Bids. DC Wodka and AC McElroy reviewed the proposals, checked references, and met with the recommended contractors. It is their recommendation to award Bid #1569 to Midwest Office Interiors for carpet replacement and Bid #1570 to Go Painters for painting.</p> <p>Midwest Office Interiors proposal was for \$31,259 (\$18,470 for Police, \$12,626 for Fire, \$162 for surplus supplies) and Go Painters proposal was for \$31,980 (\$17,950 for Police and \$14,030 for Fire). This totals \$63,239 (\$36,420 for Police, \$26,656 for Fire, \$162 for surplus supplies).</p> <p>This has been reviewed by the Finance Department. The total project cost is \$760 under the budget amount. The Police portion is \$2,579 under its \$39,000 budget for its portion of the project while the Fire portion is \$1,656 over its \$25,000 budget for the project. The overage in the Fire portion was due to our estimating the cost of the apparatus floor painting. We estimated a lower amount than what was quoted. Offsetting funds are available in Fire Department Account 1502-7601.</p> <p>MOTION: Recommend that the Village Board award Bid #1569 to Midwest Office Interiors in the amount of \$31,259.31 for replacement carpeting in the Fire/Police Facility.</p> <p>MOTION: Recommend that the Village Board award Bid #1570 to Go Painters in the amount of \$31,980.00 for interior painting in the Fire/Police Facility.</p> <p>STAFF APPROVALS</p> <table border="1"> <tr> <td>APPROVAL</td> <td>APPROVAL</td> <td>APPROVAL</td> <td>APPROVAL</td> <td>MANAGER'S APPROVAL</td> </tr> </table> <p>COMMITTEE ACTION:</p> <p>BOARD ACTION:</p>				APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL				

Memorandum



To: Chief Bradley Bloom
From: Deputy Chief Mark Wodka
Date: October 17, 2014
Re: Recommendation for Contractor: Bid #1569 (Carpeting Replacement)

The Hinsdale Police and Fire Departments have budgeted \$64,000 for painting and carpet replacement within many areas of the building that are in need of this maintenance. The areas identified within this recommendation were prioritized for replacement based upon their deteriorated physical conditions and the availability of budgeted funding.

The scope of this bid included the replacement of existing carpeting with a 24" x 24" tile carpet flooring. Tile carpet is commonly used in commercial facilities due to its durability, ease of maintenance, and ability to quick replacement per tile as needed. The bid specifications included requirements for the contractor to remove and re-install existing carpeting, protect interior furnishings, and all necessary labor (including removal and replacement of furniture), maintenance of the work site in a safe and clean manner, and final clean-up of work areas upon completion.

On September 5th, competitive bids were received and opened. The bid process solicited one (1) which submitted a proposal. See Bid Review Table which identifies the bidding contractor and the respective bid amount.

Invitations were previously sent to ten (10) flooring contractors, and seven (7) attended a mandatory bid meeting. In an effort to solicit more contractors, a second walk-through opportunity was scheduled, publicized, and invitations were sent to more contractors.

COMPANY NAME	BID	ADDRESS	CITY	STATE	ZIP
Midwest Office Interiors	\$32,389.45	10330 Argonne Woods	Woodridge	IL	60517

REVIEW OF SPECIFICATIONS

The specifications for the bid were prepared following a review of various different publicly posted bids by municipalities and schools. Additionally, two estimates were received regarding the scope of work within the past year to estimate replacement cost(s).

The only bidder for this project is **Midwest Office Interiors**, of Woodridge, IL. A review of the contractor's specifications, references from existing customers, and viewing of the contractor's carpet samples indicates that this contractor meets the objectives of this project. X

In particular, the following areas selected by our agency as being most important in this replacement project:

- Reputation and reliability of the contractor.
- Ability to meet specifications and scope of work
- Overall Cost
- Delivery and Installation time frame
- Warranty Terms (Lifetime)

References were contacted during the week of September 22nd. Each of the references spoke very highly of the representative, John McNulty, and his company. Two of the references contacted include the Countryside Police Department, and the Will County Animal Control. A fairly significant amount of flooring work was also completed at the Chicagoland Speedway. References stated that the company is competitive in pricing and they would be called back to conduct additional flooring work in their facilities.

Assistant Chief Tim McElroy and I met with Mr. McNulty to review the scope of their proposal, and to review their plans for the project. Midwest Office Interiors will be responsible for the removal and replacement of furniture, and will coordinate with the painting contractor chosen to ensure both projects are conducted simultaneously. We conducted an additional walk-through to discuss the necessary labor for the project within each specific area. We also reviewed carpet tile samples, and met with a representative of the manufacturer of the proposed material. A uniform color has been chosen for the building to provide consistent installation, in addition with ample spare supply for future repairs as necessary to individual tiles.

In further discussions with the contractor, the initial proposal was further reviewed to prioritize areas of need based upon proposed cost. A revised proposal was received in the amount of **\$31,259.31** to reflect the scope of work we wish to proceed with. The police squad room was removed from the initial proposal to meet budget availability, and the carpet color/style was upgraded for the police facility.

Based upon the review of the proposal submitted by Midwest Office Interiors for the above mentioned criterion, there is no cause or basis to dismiss their proposal from consideration.

RECOMMENDATION

Based upon a review of the contractors that have submitted proposals for this bid, I am recommending that **Midwest Office Interiors** be selected as the contractor to complete this work for the amount of **\$31,259.31** (\$18,470.57 for police facility, \$12,626.74 for fire facility, and \$162 for a surplus supply).

I make this recommendation with the following qualifications used in its preparation:

- Overall cost of the material and labor.
- Reference checks of the contractor
- Delivery and installation timeframes



PROPOSAL

Date: 10/15/2014

Valid Until:

10330 Argonne Woods Drive, Ste. 600
Woodridge, IL 60517

John McNulty
Senior Account Executive
Midwest Office Interiors
10330 Argonne Woods Dr. Ste. 600
Woodridge, IL 60517
630-633-2761
630-783-2143
jmcnulty@midwestofficeinc.com

Bill To:

Mark Wodka
Deputy Police Chief
Hinsdale Police Department
121 Symonds Dr
Hinsdale, IL 60521
630-780-7086

Installation Address:

Mark Wodka
Deputy Police Chief
Hinsdale Police Department
121 Symonds Dr
Hinsdale, IL 60521
630-780-7086

Part Number	Qty	Sell	Ext Sell
Carpet	24	\$ 18.00	\$ 432.00
Mohawk Bigelow Bending Earth			
7568 Marble			
Marchio	1	\$ 457.78	\$ 457.78
Carpet Install & Vinyl Base			
IMI	1	\$ 200.00	\$ 200.00
Furniture Removal and Reassembly			
Marchio	1	\$ 504.44	\$ 504.44
Carpet Install & Vinyl Base			
Carpet	27	\$ 18.00	\$ 486.00
Mohawk Bigelow Bending Earth			
7568 Marble			
IMI	1	\$ 222.22	\$ 222.22
Furniture Removal and Reassembly			
Carpet	50	\$ 18.00	\$ 900.00
Mohawk Bigelow Bending Earth			
7568 Marble			
Marchio	1	\$ 1,028.89	\$ 1,028.89
Carpet Install & Vinyl Base			

Since there was only one proposal for this work, I had reservations as to whether there was a failure in the bid process which contributed to contractors not proposing the work. I followed up in speaking with two carpet contractors to determine why they hadn't proposed the projects. Both contractors stated that they were concerned about the size of the job, as well as the requirement for labor to remove and re-install the existing furniture. I further reviewed informal estimates received previously from two different contractors, and found that their estimates were comparable to the proposal of this contractor. Both contractors who provided informal estimates were invited to bid and had attended the mandatory walk-through.

DELIVERY, INSTALLATION, AND WARRANTY

Midwest Office Interiors has provided a delivery date of 4-6 weeks from time of order, with an installation period of approximately 4 days.

The warranty terms are lifetime.

ATTACHMENTS

The proposal submitted by this contractor is attached for reference purposes, in addition to final revised proposal to reflect the areas selected for carpet replacement.

Part Number	Qty	Sell	Ext Sell
IMI Furniture Removal and Reassembly	1	\$ 400.00	\$ 400.00
Carpet Mohawk Bigelow Bending Earth 7568 Marble	42	\$ 18.00	\$ 756.00
Marchio Carpet Install & Vinyl Base	1	\$ 762.22	\$ 762.22
IMI Furniture Removal and Reassembly	1	\$ 533.33	\$ 533.33
Carpet Mohawk Bigelow Bending Earth 7568 Marble	21	\$ 18.00	\$ 378.00
Marchio Carpet Install & Vinyl Base	1	\$ 417.78	\$ 417.78
IMI Furniture Removal and Reassembly	1	\$ 355.56	\$ 355.56
Carpet Mohawk Bigelow Bending Earth 7728 Chert	196	\$ 18.00	\$ 3,528.00
Marchio Carpet Install & Vinyl Base	1	\$ 3,083.33	\$ 3,083.33
IMI Furniture Removal and Reassembly	1	\$ 3,111.11	\$ 3,111.11
Mokawk Adhesive,One 4 gallon tank for every 140-160 sq yds	3	\$ 91.67	\$ 275.01
Mohawk	5	\$ 127.78	\$ 638.90

Part Number	Qty	Sell	Ext Sell
Optiseal, One 4 gallon tank for every 80-100 sq yds			
Carpet	22	\$ 17.72	\$ 389.84
Mohawk Bigelow Accountable			
7559 Anodized Lapis			
Marchio	1	\$ 467.78	\$ 467.78
Carpet Install & Vinyl Base			
IMI	1	\$ 177.78	\$ 177.78
Furniture Removal and Reassembly			
Carpet	83	\$ 17.72	\$ 1,470.76
Mohawk Bigelow Accountable			
7559 Anodized Lapis			
Marchio	1	\$ 2,048.89	\$ 2,048.89
Carpet Install & Vinyl Base			
IMI	1	\$ 200.00	\$ 200.00
Furniture Removal and Reassembly			
Marchio	1	\$ 1,824.44	\$ 1,824.44
Carpet Install & Vinyl Base			
Carpet	100	\$ 17.72	\$ 1,772.00
Mohawk Bigelow Accountable			
7559 Anodized Lapis			
IMI	1	\$ 1,388.89	\$ 1,388.89
Furniture Removal and Reassembly			
Carpet	19	\$ 17.72	\$ 336.68
Mohawk Bigelow Accountable			
7559 Anodized Lapis			
Marchio	1	\$ 385.56	\$ 385.56

Part Number	Qty	Sell	Ext Sell
Carpet Install & Vinyl Base			
IMI Furniture Removal and Reassembly	1	\$ 133.33	\$ 133.33
Carpet Mohawk Bigelow Accountable	25	\$ 17.72	\$ 443.00
7559 Anodized Lapis			
Marchio Carpet Install & Vinyl Base	1	\$ 510.00	\$ 510.00
IMI Furniture Removal and Reassembly	1	\$ 511.11	\$ 511.11
Mohawk Adhesive. One 4 gallon tank for every 140-160 sq yds	2	\$ 91.67	\$ 183.34
Mohawk Optiseal. One 4 gallon tank for every 80-100 sq yds	3	\$ 127.78	\$ 383.34
Carpet Additional 20 squares of carpet	9	\$ 18.00	\$ 162.00
Total:			\$ 31,259.31

Required Deposit:

Part Number	Qty	Sell	Ext Sell
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Terms and Conditions:

Proposal is valid for 30 days.

Please note: a deposit is required on all furniture orders prior to order placement.

Due to the our vendors' lean manufacturing processes, cancellations or returns are not permitted once the order has been placed.

Estimated lead time is subject to the manufacturer's production / shipping schedule.

Your signature below indicates your acknowledgement of the following: Midwest Office Interiors' terms and conditions, and that the products specified within, are considered "as-requested" by the end user.

Purchase Order: _____

Signature: _____

Date: _____

Printed Name: _____

Item	Part Number	Part Description	Alias 1	Person	Qty	Sell	Ext Sell
1	Carpet	Mohawk Bigelow Bending Earth	Police	Conference	24	\$ 18.00	\$ 432.00
	7568	Marble					
2	Marchio	Carpet Install & Vinyl Base	Police	Conference Room	1	\$ 457.78	\$ 457.78
3	IMI	Furniture Removal and Reassembly	Police	Conference Room	1	\$ 200.00	\$ 200.00
4	Marchio	Carpet Install & Vinyl Base	Police	Dep Chief	1	\$ 504.44	\$ 504.44
5	Carpet	Mohawk Bigelow Bending Earth	Police	Dep. Chief	27	\$ 18.00	\$ 486.00
	7568	Marble					
6	IMI	Furniture Removal and Reassembly	Police	Dep. Chief	1	\$ 222.22	\$ 222.22
7	Carpet	Mohawk Bigelow Bending Earth	Police	Chief	50	\$ 18.00	\$ 900.00
	7568	Marble					
8	Marchio	Carpet Install & Vinyl Base	Police	Chief	1	\$ 1,028.89	\$ 1,028.89
9	IMI	Furniture Removal and Reassembly	Police	Chief	1	\$ 400.00	\$ 400.00
10	Carpet	Mohawk Bigelow Bending Earth	Police	Reception	42	\$ 18.00	\$ 756.00
	7568	Marble					
11	Marchio	Carpet Install & Vinyl Base	Police	Reception	1	\$ 762.22	\$ 762.22
12	IMI	Furniture Removal and Reassembly	Police	Reception	1	\$ 533.33	\$ 533.33
13	Carpet	Mohawk Bigelow Bending Earth	Police	Mailroom	21	\$ 18.00	\$ 378.00
	7568	Marble					
14	Marchio	Carpet Install & Vinyl Base	Police	Mailroom	1	\$ 417.78	\$ 417.78
15	IMI	Furniture Removal and Reassembly	Police	Mailroom	1	\$ 355.56	\$ 355.56
16	Carpet	Mohawk Bigelow Bending Earth	Police	Investigations	196	\$ 18.00	\$ 3,528.00
	7728	Chert					
17	Marchio	Carpet Install & Vinyl Base	Police	Investigations	1	\$ 3,083.33	\$ 3,083.33
18	IMI	Furniture Removal and Reassembly	Police	Investigations	1	\$ 3,111.11	\$ 3,111.11
19	Mohawk	Adhesive. One 4 gallon tank for every 140-160 sq yds	Police	Adhesive	3	\$ 91.67	\$ 275.01
20	Mohawk	Optiseal. One 4 gallon tank for every 80-100 sq yds	Police	Optiseal	5	\$ 127.78	\$ 638.90
sub		Subtotal					\$ 18,470.57
21	Carpet	Mohawk Bigelow Accountable	Fire	Conference Room	22	\$ 17.72	\$ 389.84
	7559	Anodized Lapis					
22	Marchio	Carpet Install & Vinyl Base	Fire	Conference Room	1	\$ 467.78	\$ 467.78
23	IMI	Furniture Removal and Reassembly	Fire	Conference Room	1	\$ 177.78	\$ 177.78

Item	Part Number	Part Description	Alias 1	Person	Qty	Sell	Ext Sell
24	Carpet	Mohawk Bigelow Accountable	Fire	Bunk Room	83	\$ 17.72	\$ 1,470.76
	7559	Anodized Lapis					
25	Marchio	Carpet Install & Vinyl Base	Fire	Bunk Room	1	\$ 2,048.89	\$ 2,048.89
26	IMI	Furniture Removal and Reassembly	Fire	Bunk Room	1	\$ 200.00	\$ 200.00
27	Marchio	Carpet Install & Vinyl Base	Fire	Front Office	1	\$ 1,824.44	\$ 1,824.44
28	Carpet	Mohawk Bigelow Accountable	Fire	Front Offices	100	\$ 17.72	\$ 1,772.00
	7559	Anodized Lapis					
29	IMI	Furniture Removal and Reassembly	Fire	Front Offices	1	\$ 1,388.89	\$ 1,388.89
30	Carpet	Mohawk Bigelow Accountable	Fire	Captain's Office	19	\$ 17.72	\$ 336.68
	7559	Anodized Lapis					
31	Marchio	Carpet Install & Vinyl Base	Fire	Captain's Office	1	\$ 385.56	\$ 385.56
32	IMI	Furniture Removal and Reassembly	Fire	Captains Office	1	\$ 133.33	\$ 133.33
33	Carpet	Mohawk Bigelow Accountable	Fire	FF Office	25	\$ 17.72	\$ 443.00
	7559	Anodized Lapis					
34	Marchio	Carpet Install & Vinyl Base	Fire	FF Office	1	\$ 510.00	\$ 510.00
35	IMI	Furniture Removal and Reassembly	Fire	FF Office	1	\$ 511.11	\$ 511.11
36	Mohawk	Adhesive. One 4 gallon tank for every 140-160 sq yds	Fire	Adhesive	2	\$ 91.67	\$ 183.34
37	Mohawk	Optiseal. One 4 gallon tank for every 80-100 sq yds	Fire	Optiseal	3	\$ 127.78	\$ 383.34
sub		Subtotal					
38	Carpet	Additional 20 squares of carpet			9	\$ 18.00	\$ 162.00
sub		Subtotal					
		Grand Total					\$ 31,259.31

Memorandum



To: Chief Bradley Bloom
From: Deputy Chief Mark Wodka
Date: October 17, 2014
Re: Recommendation for Contractor: Bid #1570 (Building Painting)

The Hinsdale Police and Fire Departments have budgeted \$64,000 for painting and carpet replacement within many areas of the building that are in need of this maintenance. The areas identified within this recommendation were prioritized for replacement based upon their deteriorated physical conditions and the availability of budgeted funding.

The scope of this bid included the painting of hallways, offices, bathrooms, jail cells, booking room, bunk room, staircases, and doors of the police and fire building. Sherwin Williams paint was specified for use, with a finish to be determined based upon location. The bid specifications included requirements for the contractor to remove existing cove base, protect interior furnishings, and all necessary labor (including removal and replacement of furniture), maintenance of the work site in a safe and clean manner, and final clean-up of work areas upon completion.

On September 5th, competitive bids were received and opened. See Bid Review Table which identifies the bidding contractor and the respective bid amount.

The bid process solicited four (4) contractors which submitted proposals. Invitations were previously sent to ten (12) painting contractors, and seven (6) attended a mandatory bid meeting.

COMPANY NAME	BID	ADDRESS	CITY	STATE	ZIP
EBM Inc.	\$84,905	85 E. Burlington	Riverside	IL	60546
Painters USA	\$66,370	1415 Centre Circle	Downers Grove	IL	60515
Capital Painting	\$54,360	5 S. 636 Vest Avenue	Naperville	IL	60563
GO Painters	\$28,490	4828 St. Paul Ct.	Hillside	IL	60162

REVIEW OF SPECIFICATIONS

The specifications for the bid were prepared following a review of various different publicly posted bids by municipalities and schools. Additionally, an informal estimate was received regarding the scope of work within the past year to estimate project cost(s).

The lowest bidder for this project is **Go Painters** of Hillside, IL. A review of the contractor's specifications, references from existing customers, and viewing of the contractor's carpet samples indicates that this contractor meets the objectives of this project.

In particular, the following areas selected by our agency as being most important in this replacement project:

- Reputation and reliability of the contractor.
- Ability to meet specifications and scope of work
- Overall Cost
- Delivery and Installation time frame
- Warranty Terms (Lifetime)

References were contacted during the week of September 22nd. Each of the references spoke very highly of the work of the company. Two of the references contacted include the Village of Melrose Park, and the Village of Bloomingdale. References stated that the company is competitive in pricing and they would be called back to conduct additional painting work in their facilities. One reference cited that the company is well-experienced, and provided very competitive pricing.

Assistant Chief Tim McElroy and I met with the owner to review the scope of their proposal, and to review their plans for the project. Go Painters will be responsible for the removal and replacement of furniture *or paint around where necessary), and will coordinate with the flooring contractor chosen to ensure both projects are conducted simultaneously. We conducted an additional walk-through to discuss the necessary labor for the project within each specific area. A uniform color has been chosen for the building to provide consistent appearance, in addition to ample spare paint supply for future touch-ups as necessary.

In further discussions with the contractor, the initial proposal was further reviewed to prioritize areas of need based upon proposed cost. A revised proposal was received in the amount of **\$31,980.00** to reflect the scope of work we wish to proceed with. The police garage and paneling removal in investigations was removed from the initial proposal to meet budget availability, and the fire garage was added to the areas identified within the fire department.

Due to the considerable competitiveness of this proposal in compared to others received, I inquired further to confirm that all legal requirements regarding prevailing wage would be met by this company. I reviewed signed contract by the vendor with their commitment to the legal requirements as specified by the Village of Hinsdale Purchasing Policy, to include prevailing wage requirements.

Based upon the review of the proposal submitted by Go Painters for the above mentioned criterion, there is no cause or basis to dismiss their proposal from consideration.

RECOMMENDATION

Based upon a review of the contractors that have submitted proposals for this bid, I am recommending that **Go Painters** be selected as the contractor to complete this work for the amount of **\$31,980.00** (\$17,950.00 for police facility, \$14,030.00 for fire facility).

I make this recommendation with the following qualifications used in its preparation:

- Overall cost of the material and labor.

- Reference checks of the contractor
- Business sustainability of the contractor
- Delivery and installation timeframes

We were concerned initially with the notably lower cost of this proposal by Go Painters, as compared to other proposals. In meeting with the owner, we confirmed that they meet prevailing wage requirements, are licensed and bonded, and they will meet insurance requirements. Only positive feedback was received during reference checks, and one reference cited their competitive pricing as basis for selection. The company has been in business for 2 ½ years, has not received any Better Business Bureau complaints, nor does it have any outstanding liens. The contractor has offered to submit employees to background checks if necessary before beginning work in the building, and has verbally committed his flexibility to meeting the needs of the Village in completing the work. The contractor will use name brand Sherwin Williams paint, and use two coats where necessary for a quality finish. As a result of this competitive pricing, both departments are able to re-paint many more areas than would have been allowable by competing proposals due to funding availability. The owner was pleasant to meet with, and seemed eager to earn the business of the Village of Hinsdale. My initial reservations were satisfied after our meeting, and I have confirmed that the expectations of the project per specifications will be met by this contractor.

DELIVERY AND INSTALLTION

Go Painters has agreed to divide this project into two installation periods, the first beginning the week of November 10th, and the second during the first two weeks of December. The project is expected to take approximately 5-7 days, and the contractor agreed to work outside of normal business hours when necessary to minimize disruption to building operations.

ATTACHMENTS

The proposal submitted by this contractor is attached for reference purposes, in addition to final revised proposal to reflect the areas selected for carpet replacement.

Village of Hinsdale Police Department
 Proposed Budget for Painting

FIRE DEPARTMENT	AMOUNT
FD Hallway & Stairways (1)	\$1,050.00
FD 4th Office	\$ 360.00
FD 4th Office (2)	\$1,500.00
FD 4th Office	\$ 960.00
FD Stair and Varnish Doors (2A)	\$2,000.00
FD LABOR TO REMOVE AND REPAINT WALL PAPERING AND FURNITURE	\$ 960.00
TOTAL FOR FIRE DEPARTMENT	\$6,830.00
POLICE DEPARTMENT	Amount
PD Kitchen	\$ 300.00
PD Reception Area	\$ 700.00
PD Equipment Room	\$ 240.00
PD Booking Room and Jail	\$3,700.00
PD Bond Room	\$ 520.00
PD Court and Room	\$ 400.00
PD Hallway & Stairways (2)	\$4,000.00
PD 4th Office	\$ 280.00
PD Garage	\$ 510.00
PD Garage Locker Area	N/A
PD Booking Room	\$ 240.00
PD Tense Evidence Room	\$ 280.00
PD Evidence Room	\$ 160.00
PD Interview Room (2) Room	\$ 600.00
PD 4th Office Investigations	\$2,540.00
PD Court Room	N/A
PD Stair and Varnish Doors (2D)	\$1,820.00
PD LABOR TO REMOVE AND REPAINT WALL PAPERING AND FURNITURE	\$1,860.00
PD - Provide Painting and repairs with the 4th and other 7th Floor	N/A
TOTAL FOR POLICE DEPARTMENT	\$17,950.00

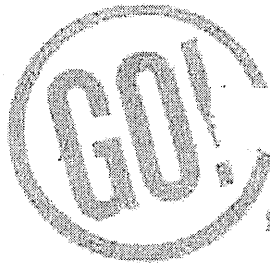
(402042)
 + 7,200 = 14,030

TOTAL

\$24,780.00

This report is submitted to the Village of Hinsdale by Department of Finance, 1/1/2010

4628 ST PAUL CT
HILLSIDE, IL 60152



Painters

MORE THAN JUST PAINTERS

(773) 799-8590

FAX (708) 582-7532

To: *Mark Wodka*
Deputy Chief of Administration
Hinsdale Police Department
121 Symonds Drive
Hinsdale, IL 60521
Phone: (630) 789-7086
Email mwodka@villanapoint.org

ESTIMATE REQUESTED FOR CHIEF MCELROY
HINSDALE FIRE DEP. GARAGE PAINTING

Maintenance Room -----\$800.00

Laundry Room-----\$600.00

Shop Room -----\$600.00

Garage area -----\$7,200.00

Total estimate: -----\$9,200.00

JORGE OCEGUERA.

GO PAINTERS Manager.

Village of Hinsdale
Contractor's Addendum

BID # 15377

Full Name of Vendor: Jorge E. Daquero

Main Business Address: 4828 Paul Ct. Hillside IL

Principal Office Address: _____

TO: The Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

General Contract Specifications

INSURANCE REQUIREMENTS:

Note: The Village is insured by the Intergovernmental Risk Management Agency (IRMA). The following are their requirements for required insurance coverage for any vendor completing work for the Village.

Contractor shall procure and maintain, for the duration of the engagement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

OTHER GENERAL CONTRACT SPECIFICATIONS:

PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid; no additional compensation will be allowed.

PREVAILING WAGE REQUIREMENTS

A. This Contract includes and incorporates the provisions of the Illinois Prevailing Wage Act (the "Act") (See, 820 ILCS 130/01, et. seq.) as if fully set forth herein. Contractor and subcontractors are responsible for ensuring their understanding of the Act and compliance with all relevant requirements, prerequisites, and aspects of the Act.

B. The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits for work of a similar character in the locality in which the work is being performed. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the Contract, the revised rates shall take effect immediately and shall apply to the work being performed pursuant to this Contract. Contractor and subcontractors shall make payments in accordance with any new or revised prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department of Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782-1710, or on the Internet at <http://www.idol.state.il.us/prevailing/>.

C. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and subcontractors must submit to the Village of Hinsdale on a monthly basis certified payroll and must maintain those records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

D. Contractor shall defend and hold harmless the Village for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act by Contractor or any subcontractors. The requirements of this Section shall survive the termination of the Contract formed hereunder.

INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the Village, its corporate authorities, trustees, officers, directors, agents, and employees from and against any

C. OTHER LAWS AND REGULATIONS

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to the Drug-Free Workplace Act, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water Reclamation District of Greater Chicago and the Village of Hinsdale.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.

Illinois Human Rights Act/Equal Opportunity Clause (44 Ill. Admin. Code, Part 750, Appendix A):

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or

and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys' fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the Village of Hinsdale, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

B. Korteck Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Workers' Compensation Act and cases decided thereunder. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

COMPLIANCE WITH LAWS

A. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

B. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

1. Prior to commencing any Work, Contractor must demonstrate compliance with the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Among other things, the Act provides that before commencing work on a public works project, an employer shall have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements of the Act including, but not limited to, such matters as pre-hire, random, reasonable suspicion and post-accident drug and alcohol testing of employees. The employer's program must be filed with the public body engaged in the construction of the public works and must be made available to the general public.

2. Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

3. Contractor is responsible for reviewing the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) to ensure compliance its requirements.

representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

F. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Collusion:

The Contractor certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the Contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, Village employee or any person, to fix the bid price submitted by the BIDDER or any other Contractor, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the Contractor. He also certifies that the Contractor, its agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code, 720 ILCS 5/33E-3; 33E-4.

Equal Pay Act:

The successful Contractor, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

National Security/USA Patriot Act:

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Contractors shall represent and warrant to the Village of Hinsdale that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor shall further represent and warrant to the Village of Hinsdale that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor shall agree to defend, indemnify and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Contractor shall further represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National

and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that the Contractor is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Illinois Freedom of Information Act:

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

The Contractor represents and warrants that it has the requisite experience and ability and sufficient capital, facilities, plant, organization, and staffing to enable the Contractor to perform the Work successfully and promptly.

All prices stated herein are firm and shall not be subject to escalation provided the Village accepts this offer within 30 days from the date hereof.

DATED: 10/03, 2014

VENDOR

If Corporation GO PAINTERS

By: JOSEF E. OCEGLEKA

Attest: EDGAR FIGUEROA

Its: PRETNEC

Secretary/Assistant
Secrétaire

Figueras

TAX EXEMPTION CERTIFICATE

VILLAGE OF HINSDALE

COOK AND DuPage Counties, Illinois

This is to certify that the Village of Hinsdale is exempt from Illinois Retailers' Occupational Tax (Sales Tax) for materials purchased and required in the specifications of the above mentioned project.

Village of Hinsdale
Tax Identification No. E9997-4436-05



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	INSURER(S) AFFORDING COVERAGE	NAIC #
Pat Muir Agency Inc	PHONE	INSURED A: NATIONWIDE MUTUAL INSURANCE COMPANY	23787
216 E RT 22	FAX (A/C, N/A)	INSURED B: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY	23779
LAKE ZURICH	ADDRESS	INSURED C:	
INSURED		INSURED D:	
EDGAR FIGUEROA		INSURED E:	
DBA GO PAINTERS		INSURED F:	
4828 SAINT PAUL CT			
HILLSIDE			
IL 60047-2277			
IL 60162-1024			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PDED Cln 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-ACCIDENT <input type="checkbox"/> LOC OTHER:		ACP GLO 3006824511	09/11/2014	08/11/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 VED EXP (Any one person) \$ 5,000 PERSONAL & ALI INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMMOD AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS Hired AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ACP SA 3006824511	09/11/2014	08/11/2015	COMBINED SINGLE LIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DEM RETENTIONS <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		ACP CAF 3006824511	09/11/2014	09/11/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe below: DESCRIPTION OF OPERATIONS follow	Y/N N/A				PER STATUTE OTHER E1 EACH ACCIDENT \$ E1 DISEASE - EMPLOYEE \$ E1 DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Village of Hinsdale 19 Chicago Avenue Hinsdale, IL 60521	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Muir
--	---

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Memorandum

To: Chairman Saigh and Members of the Zoning and Public Safety Committee
From: Robert McGinnis, Director of Community Development/Building Commissioner
Cc: Kathleen A. Gargano, Village Manager
Date: September 22, 2014
Re: Referral: Case A-34-2014 – Applicant: Village of Hinsdale – Request: Referral of a Text Amendment to Section 11-401, as it relates to Requirements for a Certificate of Zoning Compliance

DISCUSSION

Background

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

Request

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

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

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

shall not be issued by the village; and

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

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

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

Zoning and Public Safety Committee Action

At the Zoning and Public Safety meeting of September 22, staff brought forth a discussion item to gauge the Committee's interest to consider amending the current language in Section 11-401, related to when a Certificate of Zoning Compliance certificate is required. The Committee supported the request with the provision that staff provide a specific list for the requests that would be exempt from this requirement.

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

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



PLAN COMMISSION APPLICATION

3) _____

II. SITE INFORMATION

Address of subject property: N/A

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

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

General description or characteristics of the site: N/A

Existing zoning and land use: N/A

Surrounding zoning and existing land uses:

North: N/A

South: N/A

East: N/A

West: N/A

Proposed zoning and land use: N/A

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

☐ Site Plan Approval 11-604

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☐ Special Use Permit 11-602E

Special Use Requested:

☒ Map and Text Amendments 11-601E

Amendment Requested: Text Amendment to Section

11-401C, as it relates to the requirements for a Certificate of

Zoning Compliance

☐ Planned Development 11-603E

☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: Text Amendment - N/A

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	N/A	N/A
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information	↓	↓

* Must provide actual square footage number and percentage.

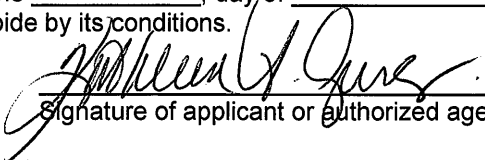
Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: N/A

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

On the _____, day of _____, 2_____, 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

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this _____ day of _____

Notary Public



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

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

Must be accompanied by completed Plan Commission Application

Is this a: Map Amendment ☐ Text Amendment ☒

Address of the subject property N/A

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

REVIEW CRITERIA

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

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

1. The consistency of the proposed amendment with the purpose of this Code.
The Certificate of Zoning Compliance is intended to confirm zoning compliance with certain applications. The changes that are being proposed are for permits that would have no zoning requirements or implications.
2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
N/A
3. The trend of development in the vicinity of the subject property, including changes, if any, such trend since the subject property was placed in its present zoning classification.
N/A

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

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

N/A

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

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

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

N/A

DATE: October 20, 2014
TO: Chairman Saigh and the Zoning & Public Safety Committee
FROM: Robert McGinnis MCP, Director of Community Development/Building Commissioner *R*
RE: **Bracing/Shoring Plan Requirement**

This item was discussed at ZPS Committee in July of this year as a result of the incident at 206 N. Washington and a recommendation that followed from the Historic Preservation Commission. At that meeting staff agreed to research other communities to find out what sort of language any of them had in place, if any, to deal with the issue of bracing and shoring of structures under construction.

Our research found that most communities do not have ordinances in place that specifically deal with this issue. Most see it as a "means and methods" issue to be handled by the owners and their design team. Others use general language in the "Submittal documents" provision of the model codes to assert their right to require a bracing/shoring plan.

If the Trustees feel that the language in the model code is not specific enough and that a local ordinance is a better way to clearly illustrate the requirement, staff found language that Oak Park is presently considering adding to its code that grants specific authority to the Code Official to require these documents. The text for each of the available options is as follows;

1. Existing language in our adopted model code

2006 International Residential Code R106.1 Submittal documents.

Construction documents, specifically inspection and structural Observation programs and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

2. Proposed Language

9-1-3-1 Requirements not covered by code.

The Building Official shall have discretion to impose additional requirements not specifically covered by this code necessary for the strength, stability, or proper operation of an existing or proposed installation; the construction, repair, alteration, change of occupancy or addition to buildings and structures; and the relocation of all existing buildings, in the interest of public safety, health, and general welfare.

Staff feels that either approach accomplishes the same goal; that of making sure that someone on the design team has taken the time to look at this aspect of a project.

Should Committee feel that creating a separate amendment to the model code and adding this proposed language has merit, staff will bring it back with an Ordinance for consideration and approval.

Cc: Kathleen A. Gargano, Village Manager

Robert McGinnis

From: Witt, Stephen R <switt@oak-park.us>
Sent: Tuesday, August 05, 2014 4:39 PM
To: Robert McGinnis
Subject: RE: bracing and shoring

Rob:

The IRC and IBC don't really help in this area as it is considered means and methods of construction. I've had this conversation with IDFP as their response goes to the licensing act which does not require an architect's involvement to remodel a detached single family house (see item B below). So a contractor can design the underpinning of a house.

(225 ILCS 305/) Illinois Architecture Practice Act of 1989.

The involvement of a licensed architect is not required for the following:

(A) The building, remodeling or repairing of any building or other structure outside of the corporate limits of any city or village, where such building or structure is to be, or is used for farm purposes, or for the purposes of outbuildings or auxiliary buildings in connection with such farm premises.

(B) The construction, remodeling or repairing of a detached single family residence on a single lot.

(C) The construction, remodeling or repairing of a two-family residence of wood frame construction on a single lot, not more than two stories and basement in height.

(D) Interior design services for buildings which do not involve life safety or structural changes.

We always ask for the design professional to provide a detail along with a verbal description of any underpinning that is planned. The information should always include a description, if not details, of the shoring method required to hold the structure in place during the underpinning work.

* We are working on adopting the following language which goes to what you are looking for. In lieu of trying to write a section(s) to try to cover all aspects of construction, consider this:

Section 104.12 Requirements not covered by code. The Building Official shall have discretion to impose additional requirements not specifically covered by this code necessary for the strength, stability or proper operation of an existing or proposed installation; the construction, repair, alteration, change of occupancy or addition to buildings and structures; and the relocation of all existing buildings, in the interests of public safety, health and general welfare.

You won't be able to write language that covers all scenarios. Even if you did, you would want to rely on an SE's experience to say that the shoring methods are adequate to protect the structure so you might as well ask for a SE to prepare a sketch. If nothing else, just be generic and write a section to require a submittal for all underpinning work.

Steve

Stephen R. Witt
Permit Services Manager
Development Customer Services Department
ADA Coordinator
The Village of Oak Park
123 Madison

Oak Park, IL 60302
W: 708-358-5432
swift@oak-park.us
www.oak-park.us

From: SBOC7 [<mailto:admin@sboc-7.org>]
Sent: Tuesday, August 05, 2014 2:31 PM
Subject: Fwd: bracing and shoring

----- Original Message -----

From: Robert McGinnis <rmcginnis@villageofhinsdale.org>
To: "Robert McGinnis (admin@sboc-7.org)" <admin@sboc-7.org>
Date: August 5, 2014 at 1:35 PM
Subject: bracing and shoring

All,

I am looking for any communities that have local amendments in place that specifically cover bracing and shoring of structures undergoing renovation.

We had a historic home come down during an extensive renovation due to failure of part of the foundation. Now there seems to be a push to require involvement from an SE and a bracing/shoring plan as well as a sign off once in place.

If anyone has something like this on the books, I would really appreciate hearing from you directly.

Thanks much-

Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

Sean Gascoigne

From: Brooks, Marvin <BrooksM@naperville.il.us>
Sent: Tuesday, September 09, 2014 5:02 PM
To: Sean Gascoigne
Subject: bracing and/or shoring

No local amendments:

*

Actually the City of Naperville does not provide any specifications for shoring. This is the responsibility of both the contactor and his design professional. Although; during the construction inspection process, if there are concerns about shoring deficiencies we will ask/require additional information or sign-off from their design professional in responsible charge of the project.

PS. The city continues to block multiple web site, including LinkedIn.
Take care and have good evening.

Sean Gascoigne

Village Planner at Village of Hinsdale

Hey bud, hope all is well!?! I am doing some research for our Building Dept. so I was hoping you could tell me (or find out for me) regarding whether or not Naperville has any local amendments that deal with bracing and/or shoring of structures under construction or renovation? Any feedback would be a huge help. Thanks!

*

Marvin Brooks, S.E., LIC. ARCH.

Chief Building Official

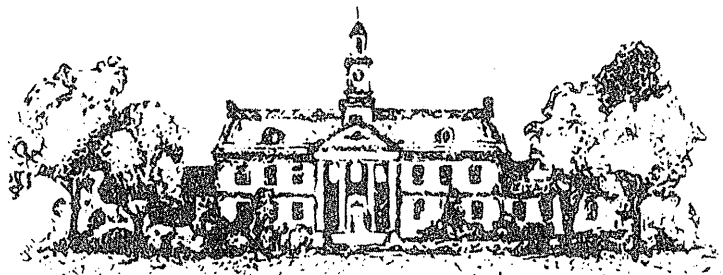
Naperville, IL 60540

Voice: (630) 420-6021

Fax: (630) 420-6657

email: brooksm@naperville.il.us

6a



**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

September 2014



POLICE SERVICES MONTHLY REPORT

September 2014

Investigations, Crime Prevention, and Youth Bureau Summary September 2014

INVESTIGATIONS DIVISION

For the month of September, 2014, the division had a total of 62 cases being investigated with 36 of these cases brought to disposition. The most frequent incident classifications for these cases were Theft (18), Burglary to Motor Vehicle (11), and Fraud/Identity Theft (7).

On September 9, 2014, a 45-year-old Dowagiac, Michigan man was charged with one count of **Domestic Battery** and one count of **Criminal Damage to Property** and also had an outstanding civil warrant out of DuPage County. The man is alleged to have broken through a front door causing glass to break and then making contact with a female causing her to fall. The man was transported to the Cook County Bridgeview courthouse for a bond hearing.

On September 10, 2014, a 29-year-old Hinsdale man was charged with one count of **Domestic Battery** after slamming a car door into the arm of a female he was with. The man was transported to the DuPage County Jail.

On September 15, 2014, a 54-year-old Lemont woman was charged with one count of **Posting Advertisements on Public Property** (Local Ordinance), after an investigation in which numerous signs had been posted along roadways. The woman was released on an I-bond.

On September 16, 2014, a 30-year-old Hinsdale man was charged with two counts of **Driving under the Influence of Alcohol** one count of **Driving under the Influence of Drugs** one count of **Unlawful Possession of Cannabis** one count of **Leaving the Scene of a Property Damage Accident** and several other traffic offenses stemming from a June 15, 2014 accident on Route 83 near 55th Street. The man was released after posting bond.

On September 24, 2014, a 51-year-old Lombard woman was charged with one count of **Retail Theft under \$300.00**, after taking a bottle of perfume from a local business. The woman was released on an I-bond.

On September 25, 2014, a 42-year-old Cortland Illinois woman was charged with one count of **Identity Theft** after an investigation in which the arrestee used another person's checking account to pay her Com Ed bill. The woman was transported to the DuPage County Jail for a bond hearing.

On September 29, 2014, a 60-year-old Lemont man was charged with one count of filing a **False Motor vehicle Accident report**, after an investigation. The man was released on an I-bond.

CRIME PREVENTION ACTIVITY

In September 2014, Officer Coughlin presented a total of 36 D.A.R.E. classes for Hinsdale Middle School and St. Isaac Jogues students.

On September 2, 2014, Officer Coughlin coordinated a school lockdown drill at Hinsdale Middle School. The drill went very smoothly with a few minor issues that were addressed with Principal Pena.

On September 3, 2014, Officer Coughlin visited Madison School 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 September 3, 2014, Officer Coughlin coordinated a school lockdown drill at The Lane School. The drill went very smoothly with a few minor issues that were addressed with Principal Godfrey.

On September 3, 2014, Officer Coughlin met with a male cannabis offender and his parents and placed him in the peer jury diversion program.

On September 4, 2014, Officer Coughlin assisted with the severe weather drill at Hinsdale Middle School. The students did a great job in going to their designated areas and keeping quiet.

On September 4, 2014, Officer Coughlin assisted School District 181 and State Farm Insurance with a Bicycle Safety Rodeo at Madison School. Officer Coughlin assisted with bike registrations, bike inspections and bike licenses.

On September 9, 2014, Officer Coughlin attended the DJOA board meeting in Wheaton. Topics covered were meeting/training places, upcoming trainings and board meetings, membership, website, scholarships, elections and presenters for the fall training conference.

On September 9, 2014, Officer Coughlin met with a male cannabis offender and his parents and placed him in the peer jury diversion program.

On September 10, 2014, Officer Coughlin coordinated a school lockdown drill at Hinsdale Adventist Academy. The drill went very smoothly with a few minor issues that were addressed with Principal Coy.

On September 10, 2014, Officer Coughlin coordinated a school lockdown drill at Madison School. The drill went very smoothly with a few minor issues that were addressed with Principal McMahon.

On September 11, 2014, Officer Coughlin assisted School District 181 and State Farm Insurance with a Bicycle Safety Rodeo at Monroe School. Officer Coughlin assisted with bike registrations, bike inspections and bike licenses.

On September 14, 2014 Officer Coughlin coordinated fingerprinting for children at the Zion preschool. Many children were fingerprinted and stickers were handed out.

On September 15, 2014, Officer Coughlin coordinated a school lockdown drill at Oak School. The drill went very smoothly with a few minor issues that were addressed with Principal Henrickson.

On September 15, 2014, Officer Coughlin and Assistant Fire Chief McElroy met with the staff at Nurturing Wisdom Academy to set up lockdown, fire and severe weather drills. Also information was given to them about creating their own crisis manual.

On September 15, 2014, Officer Coughlin served as Peer Jury Bailiff at Downers Grove Village Hall.

On September 16, 2014, Officer Coughlin coordinated a school lockdown drill at Monroe School. The drill went very smoothly with a few minor issues that were addressed with Principal Horne.

On September 17, 2014, Officer Coughlin gave a Crime Scene Investigation presentation to ten 6th grade Science classes at Hinsdale Middle School. The students had been studying forensics in class and Officer Coughlin explained to them how science helps law enforcement solve crimes. He showed the students how to preserve a crime scene, look and gather evidence, how to dust for and lift fingerprints and what other clues can help solve a crime.

On September 17, 2014, Officer Coughlin assisted School District 181 and State Farm Insurance with a Bicycle Safety Rodeo at Monroe School. He assisted with bike registrations, bike inspections and bike licenses.

On September 18, 2014, Officer Coughlin assisted School District 181 and State Farm Insurance with a Bicycle Safety Rodeo at St. Isaac Jogues School. He assisted with bike registrations, bike inspections and bike licenses.

On September 24, 2014, Officer Coughlin attended the D.J.O.A. training meeting at Home Run Inn Pizza in Darien. The topic was juvenile fingerprinting and expungement and was presented by the Illinois State Police.

On September 25, 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, and Eating Disorders.

On September 27, 2014, Officer Coughlin coordinated the Drug Take Back at the Hinsdale Police Department. The police department collected 5 large boxes of drugs which were turned over to the DEA for destruction.

On September 29-30, 2014, Officers Coughlin and Keller attended a training called 10 Worst School Attacks and Lessons Learned at St. Charles Police Department.

On September 5, 12, 19, 26, 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 September 11, 21, 24 2014 Officer Coughlin supervised three high school student completing community service work.

Youth Bureau Summary

On 9/10/2014 at approximately 7:45am, a HCHS junior sold marijuana brownies to multiple students. When taken into custody, he still had a brownie in his possession. He was charged with **Unlawful Sale of Cannabis**. The outcome was a **Preliminary Conference**.

On 9/10/2014 at approximately 7:45am, two (2) HCHS juniors were charged with **Unlawful Possession of Cannabis** after purchasing marijuana brownies from another student. Both boys were assigned **Peer Jury**.

On 9/10/2014 at approximately 8:00am, two (2) HCHS juniors were charged with **Conspiracy to Purchase Cannabis** after attempting to purchase marijuana brownies from another student. They were unable to complete the purchase due to the fact that the seller was arrested. Both girls were assigned **Peer Jury**.

On 9/12/2014 at approximately 9:20pm, a HCHS senior was charged with **Unlawful Consumption/ Possession of Cannabis** after he was found semi-conscious on the floor of a bathroom at the high school. It was later learned that he had consumed a cannabis laced brownie. The student was assigned **Peer Jury**.

On 9/16/2014 at approximately 7:36am, a HCHS freshman was charged with **Theft** after he took a wallet and cash out of an unattended backpack in the school café. The student was assigned **Peer Jury**.

On 9/16/2014 at approximately 7:48am, a HCHS freshman was charged with **Possession of Stolen Property** after accepting money from a stolen wallet. The student was assigned **Peer Jury**.

On 9/17/2014 at approximately 6:35pm, Officers were dispatched for a missing Madison School first grader. After 2 hours, the boy was observed riding his bike near his home. The child was **Returned to his Parents**.

On 9/17/2014 at approximately 11:33am, a HCHS freshman was charged with **Battery** after he shoved another student into a locker. The student was ordered to **Appear in Field Court**.

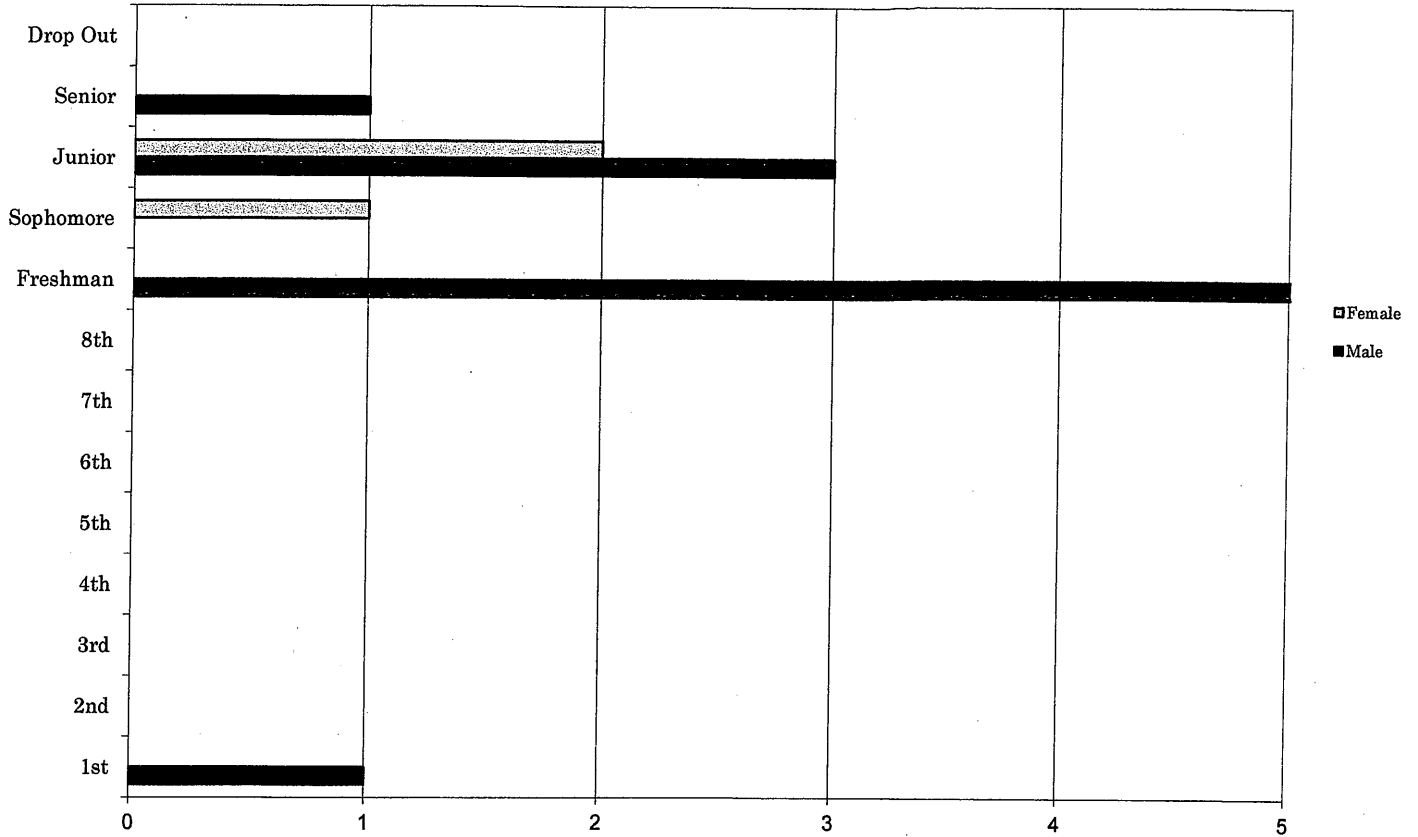
On 9/18/2014 at approximately 7:54am, two (2) HCHS freshmen picked up a wallet that was left on a table in the café and split the money that was in it. One student was charged with **Theft** and the other student was charged with **Possession of Stolen Property**. Both boys were assigned **Peer Jury**.

On 9/19/2014 at approximately 10:38, a HCHS freshman was arrested for **Aggravated Battery to a Police Officer, Resisting Arrest, Possession of Cannabis and Possession of Alcohol** after he was brought to the Dean's office on the suspicion that he may have had a weapon with him at school. The case was **Direct Filed** with the County.

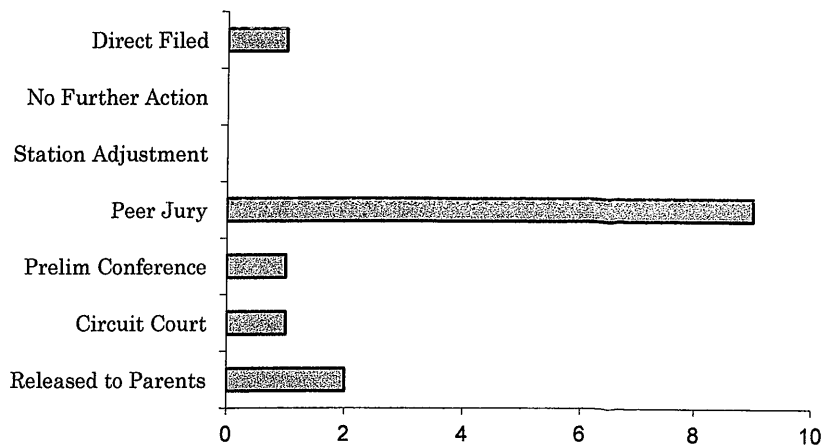
On 9/20/2014 at approximately 1:15pm, a 16-year-old female was **Returned to her Parents** after she was found drinking cough syrup at Walgreens after they refused to sell it to her. **No Further Action was Taken**.

Hinsdale Police Department JUVENILE MONTHLY REPORT September 2014

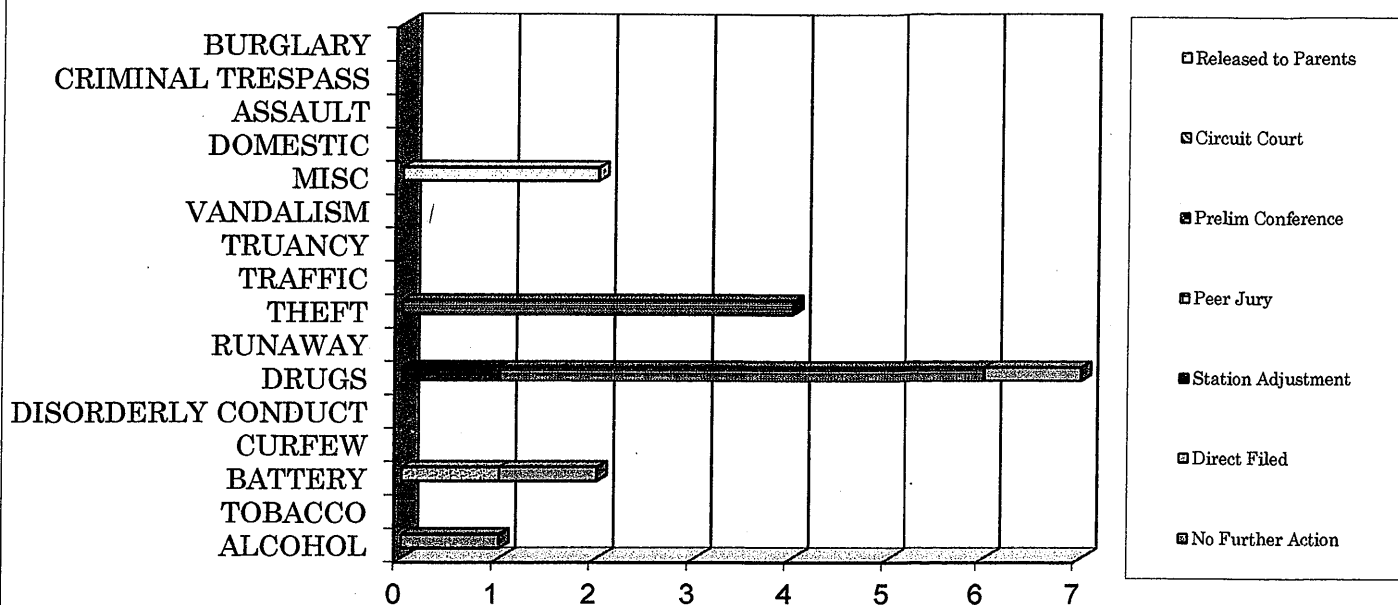
AGE AND SEX OF OFFENDERS



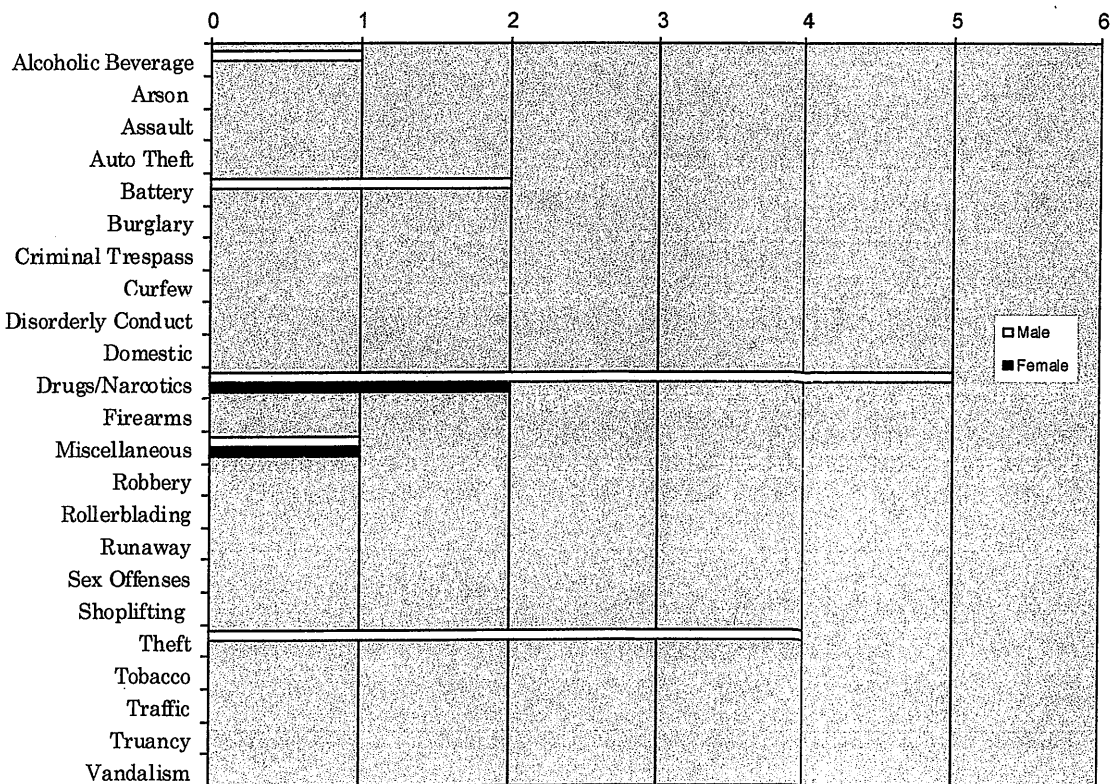
DISPOSITION OF CASES



DISPOSITION BY OFFENSE TYPE



Juvenile Monthly Offenses Total Offenses by Offense Type September 2014



NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY

- 900 blk Cleveland:** Resident concerns regarding vehicles parked on both sides of street (frequently landscape vehicles) and impeding through traffic. Evaluation will continue, resident will speak with neighbors to determine interest in petition for restricting parking to one side of the street. No immediate action necessary, patrol officers will monitor for violations and frequency.
- 800 blk Justina:** Evaluation remains on-going to previous complaints of Whole Foods employees using 800 blk Justina to park during the daytime hours. Residents have reported improvement following efforts on behalf of the store manager to discourage the sole use of Justina as overflow parking. Employees have begun using Phillippa; however, residents continue to express dissatisfaction.
- Monroe School Pedestrian Crossing:** The relocation of the pedestrian crossing at Madison & Walnut to the crest of the hill for school children has been successful and well-received by the parents of Monroe School. The crossing location was re-located due to construction planning which identified the former crossing location (at the intersection) was not in ADA compliance due to the stairs on the west side of the street. The crossing was re-located in lieu of the alternative of installing a 70ft. "switch-back" ramp that would have been unsightly, as well as poorly located for general ADA accessibility.
- Crossing Guards for Hinsdale Middle School:** Crossing guards are currently being provided at the intersections of 1st & Garfield and 3rd & Garfield while construction continues at Garfield Crossing. The crossing staff has been contracted through Andy Frain Services and will expire when the sidewalk is re-opened. It is expected that parents may continue to demand crossing services. District 181 administration has been informed that the crossing coverage will be expiring in the coming weeks.
- Cellphone Enforcement in School Zones:** Uniformed and plain clothes officers were assigned to conduct enforcement blitzes in most school zones for cellphone violations in the 2nd and 3rd week of the month. Overall compliance was higher than expected and resulted in few citations being issued for this offense. Other traffic offenses (improper passing, improper parking) were cited in addition to cellphone violations.
- Illinois Rail Safety Week (Sept. 14-19):** Officers participated in a statewide initiative for railroad grade crossing safety, and joined Metra and BNSF officials on the train platforms to distribute educational information, and violations were cited as observed. 960 minutes of officer activity was recorded.
- Grant & Ayres:** A previous intersection study was conducted and presented to ZPS following a request for a 4-way stop. The study found warrants were not met. Residents requesting additional engineering attention due to children residing near the intersection, and in an effort to slow vehicles. Residents have been observed to park too close to the intersection, limiting sight distance and presence of pedestrians. "No Parking Here to Corner" signs were installed at the intersection to prohibit vehicles from parking too close to the intersection, and to increase line of sight at the intersection. Data collected regarding speeds since January 2013 did not identify any unique conditions or speed violations that warrant additional engineering or enforcement measures.

SELECTIVE ENFORCEMENT ACTIVITY-SEPTEMBER 2014

(Minutes Spent)

NORTH SIDE

York Road between The Lane and Fuller (60)
 School Zones (790)
 Stop Signs Violations (480)
 Monroe Street, North to Ogden (375)

SOUTH SIDE

Railroad Crossing Enforcement (960)
 Countyline Rd. 47th to 55th (550)
 Countyline Rd. Walnut to Ogden (465)
 York Rd.: The Lane to Ogden (105)

SPEED TRAILER

NB 600 blk N. Elm
 NB 600 blk S. Madison
 SB 200 blk N. Monroe
 EB 300 blk E. Eighth Street

SPEED FEEDBACK SIGN

NB York Road: The Lane to Fuller
 (29mph)
 SB York Road: Ogden Ave. to Fuller
 (30mph)

STEALTH RADAR

SB York Rd: Ogden Ave. to Fuller
 (30mph)

(The 85th Percentile Speed is commonly used by engineers to determine whether a speed problem exists. This number represents the speed at which 85% of vehicles were driving at or below.) Speed trailer deployments are for an 8-hr time period. Speed feedback sign deployments are for a 2-week time period

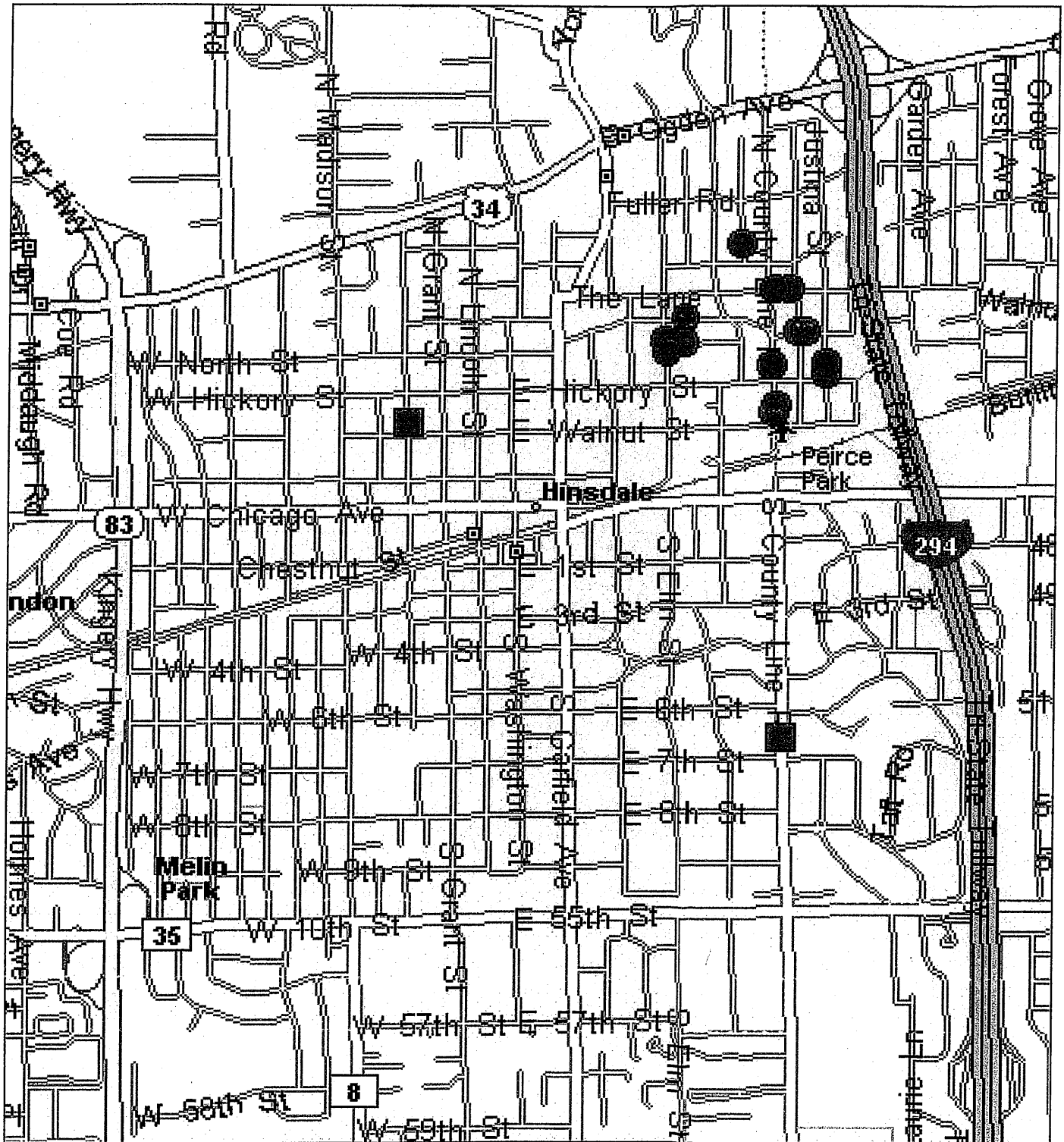
TRAFFIC ENFORCEMENT

September 2014

<i>* Includes Citations and Warnings</i>	This Month	This Month Last Year	YTD	Last YTD
Speeding	110	112	921	1,031
Disobeyed Traffic Control Device	21	32	254	187
Improper Lane Usage	22	31	246	220
Insurance Violation	11	10	106	131
Registration Offense	47	38	303	242
Seatbelt Violation	17	19	294	363
Stop Signs	33	34	303	297
Yield Violation	8	16	113	108
No Valid License	4	9	30	39
Railroad Violation	1	2	12	8
Suspended/Revoked License	0	6	18	50
Cellular Phone Violations	89	27	729	80
Other	33	49	182	591
TOTALS	396	385	3,511	3,347

BURGLARIES

September 2014



Burglaries



Burglaries from Motor Vehicles

Hinsdale Police Department

MONTHLY OFFENSE REPORT

September 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	2	1
5. Burglary	2	2	11	22
6. Theft	24	7	113	99
7. Auto Theft	0	0	4	2
8. Arson	0	0	0	0
TOTALS	26	9	131	125

SERVICE CALLS—SEPTEMBER 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	4	22	28	-21
Domestic Violence	10	10	91	80	14
Burglary	1	0	3	7	-57
Residential Burglary	1	2	7	12	-42
Burglary from Motor Vehicle	7	2	19	14	36
Theft	17	5	95	93	2
Retail Theft	1	1	4	8	-50
Identity Theft	3	4	33	36	-8
Auto Theft	1	0	9	5	80
Arson/Explosives	0	0	0	0	0
Deceptive Practice	3	2	16	12	33
Forgery/Fraud	1	2	21	29	-28
Criminal Damage to Property	5	5	47	69	-32
Criminal Trespass	2	0	8	5	60
Disorderly Conduct	0	2	4	12	-67
Harassment	5	2	40	28	43
Death Investigations	0	0	0	0	0
Drug Offenses	1	0	9	9	0
Minor Alcohol/Tobacco Offenses	0	1	9	7	29
Juvenile Problems	12	14	120	163	-26
Reckless Driving	3	4	9	12	-25
Hit and Run	5	9	83	76	9
Traffic Offenses	4	9	53	68	-22
Motorist Assist	30	28	427	374	14
Abandoned Motor Vehicle	3	1	19	13	46
Parking Complaint	29	18	211	209	1
Auto Accidents	36	43	489	426	15
Assistance to Outside Agency	5	4	44	27	63
Traffic Incidents	4	5	61	67	-9
Noise complaints	17	14	145	94	54
Vehicle Lockout	37	18	249	262	-5
Fire/Ambulance Assistance	176	161	1,458	1,489	-2
Alarm Activations	99	102	1,043	1,137	-8
Open Door Investigations	3	2	34	30	13
Lost/Found Articles	13	13	132	147	-10
Runaway/Missing Persons	4	4	45	25	80
Suspicious Auto/Person	38	45	305	363	-16
Disturbance	11	6	82	80	3
911 hangup/misdial	94	104	923	1,019	-9
Animal Complaints	40	33	329	296	11
Citizen Assists	44	57	474	510	-7
Solicitors	7	4	67	52	29
Community Contacts	12	20	42	53	-21
Curfew/Truancy	0	1	8	6	33
Other	74	96	875	889	-2
TOTALS	861	857	8,166	8,342	-2

**Hinsdale Police Department
Training Summary
September 2014**

(All training is mandatory unless noted otherwise)

On Tuesday, September 2, 2014, Detective Sergeant Erik Bernholdt attended 8-hour **FIAT Crisis Negotiators**.

On Tuesday, September 16, 2014, Detective Sergeant Erik Bernholdt attended 8-hour **Terrorism Liaison Officer Committee** hosted by the Chicago FBI.

From Monday, September 22, 2014 to Tuesday, September 23, 2014, Officer Arthur Holecek attended 16-hour **Taser Instructor Course**.

From Monday, September 22, 2014 to Friday, September 26, 2014, Officers Thomas Lillie and Louis Hayes attended 40-hour **FIAT Team Training**.

On Thursday, September 25, 2014, Deputy Chief Mark Wodka attended 8-hour **Municipal Public Information Officer (PIO)**.

From Monday, September 29, 2014 to Tuesday, September 30, 2014, School Resource Officer Mark Keller and Crime Prevention Officer Michael Coughlin attended 16-hour **10 Worst School Attacks & Lessons Learned**. The worst case of school violence in America occurred in 1927 and cost the lives of 44 innocent children and teachers and wounded an additional 58. Few know about this tragedy and even fewer know the lessons learned. Our Officers attend this two day professional development to increase their knowledge and ability to prevent a tragedy in our schools by learning about the worst school attacks.

Submitted by:

Erik Bernholdt, Sergeant
Training Coordinator

SEPTEMBER 2014 COLLISION SUMMARY

All Collisions at Intersections				Right-Angle Collisions at Intersections			
				<i>Collisions of this type are considered when reviewing MUTCD Warrants</i>			
LOCATION	This Month	Last 12 Months	Last 5 Years	LOCATION	This Month	Last 12 Months	Last 5 Years
Elm & Ogden	1	4	22	Elm & Ogden	1	3	12
Madison & Ninth	1	2	4	Madison & Ninth	1	2	3
Monroe & Ogden	1	2	29	Monroe & Ogden	1	2	17
Rt. 83 & 55th	1	8	33	Washington & Chicago	1	1	3
Washington & Chicago	1	1	5	TOTALS	4	8	35
TOTALS	5	17	93				

Contributing Factors and Collision Types			
Contributing Factors:		Collision Types:	
Failure to Yield	4	Private Property	4
Improper Backing	2	Hit & Run:	0
Failure to Reduce Speed	11	Personal Injury	4
Following too Closely	4	Pedestrian	0
Driving Skills/Knowledge	0	Bicyclist	0
Improper Overtaking/Passing	2		
Exceeding Safe Speed for Conditions	1		
Improper Turning	1	Crashes by Day of the Week:	
Disobeyed Traffic Signals	1	Sunday	2
Improper Lane Usage	1	Monday	2
Had Been Drinking	1	Tuesday	2
Vehicle Equipment	0	Wednesday	5
Vision Obscured	3	Thursday	6
Driving Wrong Way	1	Friday	6
Distraction	1	Saturday	4
		TOTAL	27

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

Manual on Uniform Traffic Control Devices Warrants

September 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-way 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 not 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—September 2014

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	<i>Commuter Permit</i>	31	17	272	239
Highland Lot	<i>Commuter Permit</i>	13	8	92	118
Village Lot	<i>Commuter Permit</i>	25	41	331	441
Washington Lot	<i>Merchant Permit</i>	140	41	417	331
Hinsdale Avenue	<i>Parking Meters</i>	337	250	2,635	2,660
First Street	<i>Parking Meters</i>	334	167	2,786	2,079
Washington Street	<i>Parking Meters</i>	345	276	3,656	3,237
Lincoln Street	<i>Parking Meters</i>	31	18	194	187
Garfield Lot	<i>Parking Meters</i>	161	139	1,076	1,497
Other	<i>All Others</i>	395	305	3,222	3,518
TOTALS		1,812	1,262	14,681	14,307

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
<i>METER VIOLATIONS</i>	1,306	866	10,779	10,038
<i>HANDICAPPED PARKING</i>	6	2	31	34
<i>NO PARKING 7AM-9AM</i>	14	20	142	279
<i>NO PARKING 2AM-6AM</i>	76	56	898	878
<i>PARKED WHERE PROHIBITED BY SIGN</i>	128	64	515	558
<i>NO VALID PARKING PERMIT</i>	66	29	342	331
Vehicle Violations				
<i>VILLAGE STICKER</i>	54	93	543	818
<i>REGISTRATION OFFENSE</i>	63	68	567	468
<i>VEHICLE EQUIPMENT</i>	18	19	283	385
Animal Violations	9	7	69	90
All Other Violations	72	38	512	428
TOTALS	1,812	1,262	14,681	14,307

Social Networking Monthly Status Report September 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 Police Department will present its tenth annual "Citizens' Police Academy" this coming October . Web link provided.
- Invited residents to come watch the Hinsdale Police and Fire Departments annual "Bigs Bareknuckle" softball tournament, Saturday, September 20, 9:00am at Veeck Park. Donations welcomed.
- Alerted residents that local traffic will be rerouted on Sunday, September 21st, due the Rotary Club of Hinsdale's annual "Charity Classic 2014 Rooney Heart Run".
- Reported to residents that the Illinois Tollway Authority will be closing the SB 294 to WB Ogden Ave. ramp on September 22, for two weeks.
- **Community Service Announcement:** Hinsdale Police Department will host a Conceal/Carry Permit Information class on Tuesday, October 14. Costs and contact information provided.
- Invited residents to support the annual Family Shelter Services annual Run/Walk to end domestic violence on Sunday, September 28th at Downers Grove North High School.
- **Public Service Announcement:** Warned residents of phone scammers posing as government agents threatening victims to pay them immediately or they will be arrested. Web link with helpful tips provided.
- **Community Service Announcement:** National Prescription Drug Take-Back Day is Saturday, September 27 from 10:00am – 2:00pm at the police station.
- **Community Service Announcement:** Madison Elementary School will be hosting a "Dash & Bash" 3K fundraiser on Sunday, September 28th. Web link provided.
- **Community Service Announcement:** The annual Police and Fire Departments Open House will be on Saturday, October 11th from 11:00am – 3:00pm. Web link provided.
- Alerted residents of several overnight car break-ins. Reminded residents to lock their cars when left outside.

NUMBER OF FOLLOWERS

facebook: 530

twitter: 564



Hinsdale Fire Department Monthly Report September 2014



Emergency Response

In **September**, the Hinsdale Fire Department responded to a total of **235** requests for assistance for a total of **2104** responses this calendar year. There were **49** simultaneous responses and **12** train delays this month. The responses are divided into three basic categories as follows:

<i>Type of Response</i>	<i>September 2014</i>	<i>% of Total</i>	<i>Three Year September Average 2011-2012-2013</i>
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)	87	37%	89
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	106	45%	89
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)	42	18%	32
Simultaneous: (Responses while another call is on-going. Number is included in total)	49	21%	44
Train Delay: (Number is included in total)	12	5%	4

Total: **235** **100%** **210**

Year to Date Totals

Fire:	860	Ambulance:	796	Emergency:	448
			2011-12-13		
2014 Total:	2104		Average:	1984	

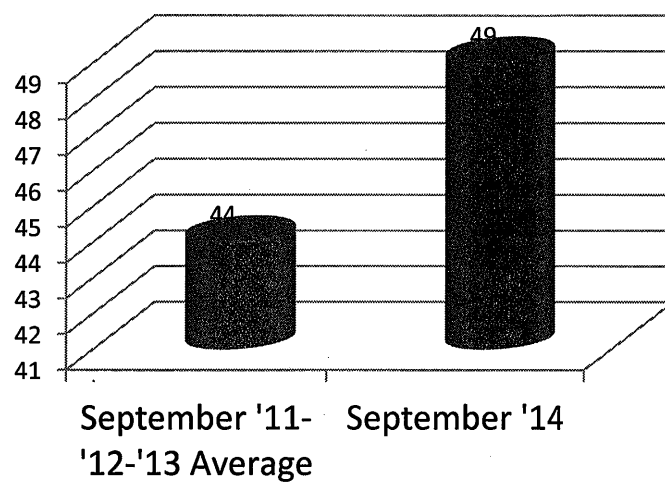


Hinsdale Fire Department Monthly Report September 2014

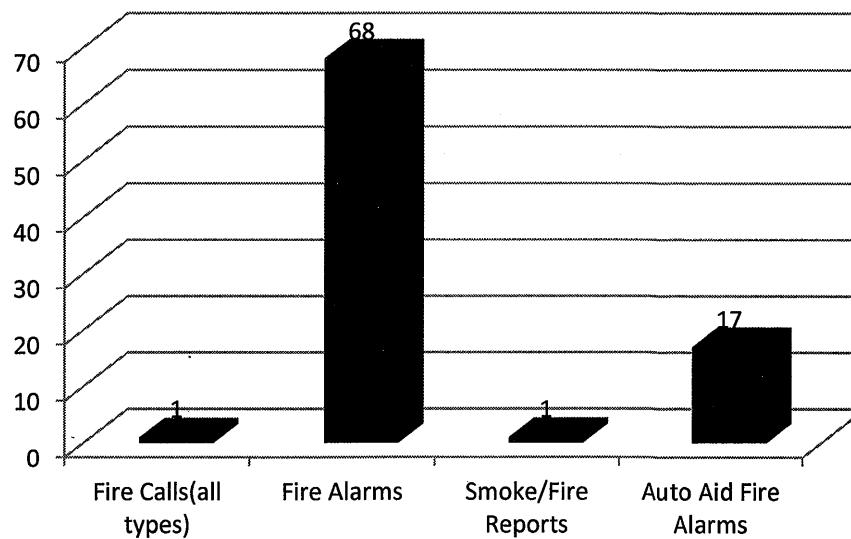


Emergency Response

Simultaneous Calls



Distribution of Fire Related Calls





Hinsdale Fire Department Monthly Report September 2014



Incidents of Interest

- Sept. 4th - Members responded with an engine to assist the Westmont Fire Department with a residential house fire. Members assisted at the scene as necessary.
- Sept. 4th - Members responded with our aerial ladder to assist the Oak Brook Fire Department with a kitchen fire in a residential house. Members assisted at the scene as necessary.
- Sept. 4th - Members responded with an ambulance to assist the Oak Brook Fire Department at the scene of a multiple vehicle accident. Members transported one person to Good Samaritan Hospital.
- Sept. 7th - Lt. Neville responded to assist the Riverside Fire Department in determining the cause and origin of a residential house fire in their town. This was a MABAS Division 10 call out request.
- Sept. 13th - Members responded to 908 N. Elm Street for a fire in the buildings trash compactor. Fire was extinguished and area secured. There were no injuries and no damage to the building. Clarendon Hills, Western Springs, and Oak Brook assisted.
- Sept. 13th - Members responded with an engine to assist the Clarendon Hills Fire Department for smoke inside a residential building. Members assisted at the scene as necessary.
- Sept. 16th - Members responded to a residential house in the 300 block of Minneola Street for an inside odor investigation. Members found a malfunctioning oven in the home. Scene secured and resident advised to seek repairs to the oven.
- Sept. 20th - Members responded to I-294 @ Milepost 27 for a vehicle accident with injuries. Members transported one person to Hinsdale Hospital.
- Sept. 24th - Members responded to 201 E. Ogden Avenue for an unconscious person in the parking lot. Members arrived to find a Hinsdale Police Officer using his AED as the person was not breathing, without a pulse. After receiving care from Police & Fire personnel, this person's vital signs were restored. Person was transported to Hinsdale Hospital.
- Sept. 24th - Investigator Karban responded to assist the Winfield Fire District in determining the cause and origin of a residential house fire in their town. This was a DuPage County Fire Investigator call out.



Hinsdale Fire Department Monthly Report September 2014



Training/Events

- In the month of September, members conducted regular shift training in the following areas – Annual Breathing Apparatus Consumption Test, small tools and equipment maintenance, driver's training and apparatus operations, pre-incident surveys at 950 N. York Road and in the business district, and monthly Paramedic Continuing Education.
- All shifts participated in simulated fire response/multiple fire unit operations at 7 Salt Creek Lane. This was a joint training opportunity with the Clarendon Hills and Western Springs Fire Departments.
- All shifts participated in an Apparatus and Equipment Operations review with the Oak Brook Fire Department. Clarendon Hills also participated.
- Joint Officer Development training was conducted with Clarendon Hills and Western Springs on September 27th. Topic was Firefighter Life Safety Initiatives and Review of Company Officer and Incident Command responsibilities.
- Chief Ronovsky, Asst. Chief McElroy, and Captains Votava, DeWolf and Giannelli attended EOC Operations for Senior Staff Officials through the DuPage County OEM on September 11th. A joint table top exercise was held on September 24th with Clarendon Hills and Western Springs. Exercise was simulating a train derailment.
- Captain Giannelli completed Fire Prevention Principles and Fire Service Instructor certification through the Illinois Fire Chiefs and the State Fire Marshal's Office. Firefighter Wilson completed Hazardous Materials Technician B certification.
- Lt. Neville and Firefighter Ziemer attended Fire Inspectors training through the Illinois Fire Inspectors Association. Training was on Legal Issues.
- Firefighter Karban continues with Chief Fire Officer training through the Illinois Fire Chiefs Association at the NIPSTA facility.
- Asst. Chief McElroy and Lt. Claybrook attended training through the State Fire Marshal's Office on the National Fire Incident Reporting System (NFIRS).
- Specialty Team members attended their regular monthly training in Hazardous Materials, Technical Rescue, Fire Cause & Origin, and the DuPage County Fire Investigation Task Force.
- All shifts received Back Injury Prevention training through IRMA.



***Hinsdale Fire Department
Monthly Report
September 2014***



Public Education

- Attended NIFIRS training with instructors from the OSFM on September 18. The training was hosted by Crestwood Fire Department and designed to review requirements of reporting emergency response calls.
- Attended several meetings to prepare for the upcoming Table Top Drill on September 24. Meetings were to define exactly what we were trying to accomplish from this drill and how we were going to meet these expectations.
- Met with the training officers from Hinsdale, Clarendon Hills and Western Springs to review the material for the next Officer's Development class on Saturday, September 27. Also, reviewed joint training initiatives for the balance of the year.
- Attended the EOC training from DuPage County and also attended the Table Top Drill on September 24.
- Attended the nighttime joint training drills between Hinsdale, Clarendon Hills and Western Springs on September 16, 18, and 25 held at 7 Salt Creek Lane and the Hinsdale Pool.
- Members conducted visits to Resident Block Parties and provide tours of the Fire Station and Fire Safety Programs as requested.
- Department CPR Instructors conducted regular Community CPR classes in both BLS for Healthcare and Heartsaver CPR certifications. Instructors also provided BLS for Healthcare Provider training and certification for the doctors and staff at Hinsdale Orthopedics.
- Members prepared for the annual Firefighter Silent Parade and Police & Fire Open House in October.

6 b

Memorandum

To: Chairman Saigh and Public Safety Committee

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

Date: October 16, 2014

Re: **Community Development Department Monthly Report-September 2014**

In the month of September the department issued 147 permits including 2 demolition permits and 3 permits for new single family homes. The department conducted 467 inspections and revenue for the month came in at \$166,000.

There are approximately 89 applications in house including 38 single family homes and 21 commercial alterations. There are 53 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, 154 inspections were performed for the month of September 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 32 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 September 2014

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEES	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	3	14			
New Multi Family Homes	0	1			
Residential Addns./Alts.	26	5			
Commercial New	0	0			
Commercial Addns./Alts.	5	3			
Miscellaneous	62	30			
Demolitions	2	9			
Total Building Permits	98	62	\$ 127,616.04	\$749,926.00	\$ 574,674.00
Total Electrical Permits	23	25	\$ 16,469.00	\$ 73,298.00	\$ 54,450.00
Total Plumbing Permits	26	35	\$ 21,915.00	\$ 113,298.00	\$ 99,491.00
TOTALS	147	122	\$ 166,000.04	\$936,522.00	\$ 728,615.00

Citations			\$1,000		
Vacant Properties	32				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	244	187			
Plumbing	27	21			
Property Maint./Site Mgmt.	42	62			
Engineering	154	165			
TOTALS	467	435			

REMARKS:

VILLAGE OF HINSDALE - September 16, 2014

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Berkshire Hathaway	9971	1370 Meadow	Failure to obtain a permit	250	250
Dussman, Judith	9954	46 S. Madison	Failure to maintain structure		continued until 12/16
Kropp, Jim	9966	113 S. Bruner	Parking of second division vehicle	250	250
Porterfield, Tina	9960	35 S. Washington	Failure to obtain permit	dismiss	dismissed
Sim Development	9970	428 South Peck Avenue	violation of work hours	500	250
Vine Properties, LLC	9964	3 N. Quincy	violation of work hours	500	250

Fines assessed:

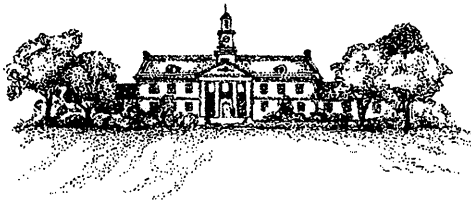
STOP WORK ORDERS ASSESSED

SWO Issued to **Address** **Reason**

Date


SWO assessed:

MONTHLY TOTAL:



5b

Village of Hinsdale**Memorandum**

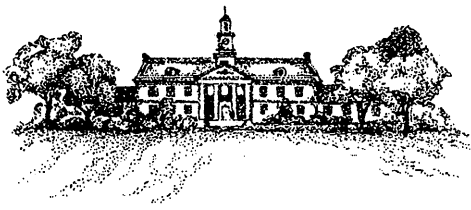
To: Robert Saigh, Chairman - Zoning & Public Safety Committee
From: Rick Ronovsky, Fire Chief 
Date: October 24, 2014
Subject: Renewal of Shared Fire Services Agreement with Clarendon Hills

In 2010, the Village of Hinsdale entered into an Intergovernmental Agreement (IGA) with the Village of Clarendon Hills to share fire services. That agreement was for a five year period. It has been in effect since 2010 and is due to be renewed in 2015. As part of our discussions concerning joint consolidated dispatch services and cooperative efforts that are currently underway in DuPage County concerning fire services, we felt that this would be a good time review and renew this Agreement as well.

In early October, both Village Managers and Fire Chiefs met to discuss this indicating that both Villages are satisfied and wish to continue to participate in sharing fire services. Many of the areas that we are already working cooperatively with Clarendon Hills on are areas in which the DuPage County Fire Chiefs and DuPage Mayors and Managers Fire Steering Committee are working to establish throughout the County.

After meeting with the Managers, the administrative staffs of each Fire Department met to review the original IGA and the one Amendment to see where updating and changes needed to be made. Updates/changes were made as follows:

- In Section 3 - Combined Services Area language was added to include the Lions Pool Access Gate that was not in the original Agreement. This allows access for each Fire Department to each Village on both sides of the railroad.
- In Section 4 - Common Communications Platform language was changed to facilitate moving Dispatch Services into DuPage County while maintaining immediate notification of calls and common communications frequencies.
- In Section 5 - Joint Fire Radio Network language was changed to correctly identify and update the participants and name of the network.
- Future Equipment and Apparatus/Vehicle Replacement was split into two separate sections. Section 8 - Future Equipment Replacement and Section 9 - Future Apparatus and Vehicle Replacement. This is to better investigate joint purchasing of equipment as well as investigating joint purchasing and operation of apparatus and vehicles.
- Section 10 - Personnel was combined to include the personnel make up of each Fire Department and number of personnel that are on duty daily.



-
- Section 11 - Emergency Medical Services was combined to include both provisions of EMS but also Ambulance Fees. It also adds that we both currently operate with a State EMS Region that accounts for our policies, procedures, training, and oversight.
 - Section 16 - Management of Agreement language was changed to reflect continued evaluation of the Agreement.
 - Section 20 - Duration language was changed to continue with a five year Agreement but not to have an automatic renewal. While there is nothing wrong with an automatic renewal, it was felt that the Agreement needs to be reviewed to allow adapting to changes that have or are occurring in order to have a workable Agreement.

These changes have been sent to our Village Attorney for review and comment. They have provided comments in which we have incorporated into the final draft document that is attached. There are currently no financial changes associated with our sharing of fire services with Clarendon Hills.

While we are ready to bring this forward, the Village Manager and Fire Chief in Clarendon Hills have not had the opportunity to review the final draft document. Since we received the comments from our Village Attorney, Fire Chief Leahy of Clarendon Hills has been off duty with a medical emergency. While he is expected to return soon, they have not had the opportunity to review this final draft or have discussion with us. We certainly want this to happen so that when the recommendation to renew this Agreement is made, it is what both parties understand it to be.

The original intent was to have this Agreement to this Committee by the end of October with the recommendation for approval at the November 4th Board Meeting. We bring this forward to you in discussion so that the members of the Zoning & Public Safety Committee can review and discuss this. While we do not expect any significant changes, once Clarendon Hills has reviewed this document and we have discussed this, we will bring forward our recommendation to this Agreement at a November Village Board meeting.

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF CLARENDON
HILLS AND HINSDALE IN REGARD
TO THE SHARING OF FIRE DEPARTMENT SERVICES**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement"), made and entered into this _____ day of _____, 2014, by and between the Village of Clarendon Hills, DuPage County, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Clarendon Hills"), and the Village of Hinsdale, DuPage and Cook Counties, Illinois, an Illinois municipal corporation, (hereinafter referred to as "Hinsdale"); (Clarendon Hills and Hinsdale being sometimes referred to herein individually as a "Party" and collectively as the "Parties");

WITNESSETH:

WHEREAS, in 2010, the Village of Clarendon Hills and the Village of Hinsdale entered into an original Intergovernmental Agreement relative to the sharing of fire department services. The Village of Clarendon Hills approved the original Intergovernmental Agreement on February 16, 2010 and the Village of Hinsdale approved the original Intergovernmental Agreement on March 2, 2010 regarding the sharing of fire department services;

WHEREAS, pursuant to Section 21 of the original Intergovernmental Agreement, the Intergovernmental Agreement would automatically renew for an additional five (5) year term;

WHEREAS, the Parties have determined and agreed that it is in their respective best interests to renew the original Intergovernmental Agreement regarding the sharing of fire department services;

WHEREAS, the Parties have determined that it is in their respective best interests to make changes to the original Intergovernmental Agreement;

WHEREAS, this Agreement is entered into pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); 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, the President and Board of Trustees of Clarendon Hills have determined that the public health, safety and welfare requires that fire protection, rescue and emergency medical services (hereinafter referred to as "Fire Services") be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the President and Board of Trustees of Hinsdale have determined that the public health, safety and welfare requires that Fire Services be mutually shared between Hinsdale and Clarendon Hills; and

WHEREAS, the Parties hereto have determined that it is in their best interests to renew this Agreement to secure to each the benefits of shared Fire Services, and the shared protection of life and property in the event of an emergency or disaster; and

WHEREAS, the Parties have found it advisable to engage in the provision of a unified and integrated delivery of Fire Services; and

WHEREAS, the Parties have determined and agreed that it is in their respective best interests to continue their association to provide for the delivery of Fire Services, as well as communications, procedures, training and other necessary functions in relation thereto, to further the protection of life and property in the event of an emergency or disaster;

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants contained in this Agreement, and other good available consideration, the receipt and sufficiency of which is hereby acknowledge by the Parties, the Parties hereto agree, to renew the intergovernmental agreement as follows:

1. **PURPOSE:** The purpose of this renewed Agreement is to continue to share each municipality's Fire Services, personnel, equipment, apparatus, support vehicles, and ambulances for the delivery of Fire Services to the incorporated residents of Clarendon Hills and Hinsdale, and any other areas currently being serviced by the fire departments of Hinsdale and Clarendon Hills (hereinafter referred to as the "Combined Service Area"). It is recognized and acknowledged that, in the allocation of resources and services for emergencies, natural disasters, and manmade catastrophes, the use of the Parties personnel and equipment to perform functions within the Combined Service Area is desirable and necessary to preserve and protect the health, safety, and welfare of the public. Further, it is acknowledged that the Parties' coordination of the provision of Fire Services through a shared service agreement is desirable for the effective and efficient provision of said Fire Services.
2. **LOCATION OF STATIONS:** The Parties agree that their respective existing fire departments station locations shall continue to be operated, maintained, and utilized for the provision of Fire Services. The Clarendon Hills Fire Department is located at 316 N. Park Avenue, Clarendon Hills, IL and the Hinsdale Fire Department is located at 121 N.M. Symonds Drive, Hinsdale, IL.
3. **COMBINED SERVICE AREA:** The Parties agree to operate their respective fire department pursuant to the concept of a combined service area that encompasses the jurisdictional boundaries served by each Party. The Parties will be jointly responsible for responding to calls for Fire Services within the Combined Service Area and shall cooperate fully with each other for the provision of said Fire Services.

To provide immediate access for both Parties to the Combined Service Area from each side of the Burlington Northern Santa Fe Railroad, the Parties will provide for, operate, and maintain the existing Lions Pool Access Gate located in Clarendon Hills.

4. **COMMON COMMUNICATIONS PLATFORM:** Parties shall work toward participating in a centralized, multi-jurisdictional, enhanced 9-1-1 emergency dispatch center in DuPage County to facilitate answering and dispatching of calls. Until such a dispatch center is utilized by both Parties, each of the Parties agrees to immediately notify each other when they are needed at a call, operate on a common radio frequency when responding, and use the same fireground radio frequency when operating at emergency scenes.

5. **JOINT FIRE RADIO NETWORK:** Both Parties shall continue to participate in the Southeast DuPage County Radio Network consisting of an Intergovernmental Agreement with the Villages of Clarendon Hills, Downers Grove, Hinsdale, Westmont, Willow Springs, the Tri State Fire District, and DuPage County Public Safety Communications (DuComm). A copy of the Intergovernmental Agreement is attached hereto as Exhibit A, and made part hereof.
6. **APPARATUS AND VEHICLES:** The Parties shall continue to operate and maintain apparatus and vehicles for their respective fire departments, at the same number and types that exist as of the date of this Agreement. The Parties agree to share in the use of all Fire Services apparatus, vehicles, and other specialized emergency equipment for the provision of Fire Services in the Combined Service Area. Further, it is agreed that authorized personnel from Clarendon Hills and Hinsdale shall be allowed to operate all apparatus, vehicles, and equipment shared by the Parties, provided they are trained in the use and care of same. The Parties current Fire Services apparatus, vehicles, and equipment are detailed in Exhibit B attached hereto and made part hereof.
7. **SPECIALIZED EQUIPMENT:** The Parties shall share all specialized equipment that is used in the provision of Fire Services by each Party. Further, the Parties agree to conduct an inventory of existing specialized equipment, and determine if duplicate specialized equipment can be eliminated and/or not replaced in the future.
8. **FUTURE EQUIPMENT REPLACEMENT:** The Parties shall coordinate, and begin jointly planning for and sharing in the cost of future Fire Services equipment replacement. The Parties agree to reduce the duplication of resources and facilitate the common use of Fire Services equipment. The Parties agree that sharing the costs associated with Fire Services equipment shall be achieved by mutual agreement of the Parties.
9. **FUTURE APPARATUS & VEHICLE REPLACEMENT:** The Parties shall agree that it is in their best interests to mutually investigate the purchase of Fire Services apparatus and vehicles to see if joint purchases can be made to facilitate the common use of Fire Services apparatus and vehicles. Joint purchases of Fire Services apparatus and vehicles shall be thoroughly investigated by the Parties. Shared costs of jointly purchased and operated apparatus and vehicles shall include cost of the apparatus and vehicles, their required equipment, estimated annual maintenance and repairs, and required manpower allocation. If recommended by both Parties, a separate Intergovernmental Agreement might be necessary to assure that all aspects of jointly purchased apparatus and vehicles are equally covered.
10. **PERSONNEL:** The Parties shall allocate sufficient fire personnel to each fire station so that the Combined Service Area can receive quality Fire Services. The Hinsdale Fire Department operates with twenty-three (23) full time sworn fire personnel. The Clarendon Hills Fire Department operates with two (2) full time, nineteen (19) part-time, and approximately thirty (30) paid on call fire personnel (hereinafter referred to as

"POC personnel"). All fire personnel are fully trained and certified, and are contributing members of their individual fire departments. POC personnel are an integral resource of this Agreement, the POC personnel will be available to respond to emergency calls as needed to the mutual benefit of Clarendon Hills and Hinsdale at all times.

To provide sufficient fire personnel to provide Fire Services, the Parties hereby define sufficient fire personnel as having a minimum of six (6) full time sworn Hinsdale Firefighter/Paramedics and/or Firefighter/EMT-Bs on duty, twenty-four (24) hours a day in the Hinsdale Fire Department and three (3) Clarendon Hills Firefighter/Paramedics and/or Firefighter/EMT-Bs on duty, twenty-four (24) hours a day in the Clarendon Hills Fire Department. Of the three (3) personnel on duty in Clarendon Hills, best efforts will be made to have at least two (2) certified Firefighter/Paramedics on duty. Based on the foregoing, the total minimum staffing on duty, twenty-four (24) hours a day, to provide Fire Services to the Combined Service Area, shall equal a total of nine (9) Firefighter/Paramedics and/or Emergency Medical Technicians (EMTs). The Parties agree that they will each attempt to staff frontline ambulances with two (2) Firefighter/Paramedics.

- 11. EMERGENCY MEDICAL SERVICES:** Clarendon Hills and Hinsdale provide emergency medical services through local Resource Hospitals in Illinois EMS Region 8. EMS Region 8 provides for standardized medical policies and procedures, training, and operational oversight. Clarendon Hills utilizes the Loyola University Emergency Medical Services System as their Resource Hospital while Hinsdale utilizes the Good Samaritan Emergency Medical Services System as their Resource Hospital.

Clarendon Hills and Hinsdale have existing schedules of ambulance fees based upon on the type of service that is provided. The Parties shall work together in good faith to standardize ambulance fees between the two (2) fire departments to the greatest extent possible. The Parties current respective schedule of ambulance fees are detailed in Exhibit C attached hereto and made part hereof.

12. COORDINATION OF DISPATCHING AND PRIORITIZING OF CALLS:

The Party within which the emergency call originates shall initially be in charge of the call. If an emergency call originates in Hinsdale, then the Hinsdale Fire Department will attempt to be the first responder and will be in charge of the incident. If an emergency call originates in Clarendon Hills, then the Clarendon Hills Fire Department will attempt to be the first responder and will be in charge of the incident. In the event the Party within which the emergency call originates cannot be the first responder, the other Party will be assigned to respond to the emergency call. Depending upon the severity and duration of the emergency call, each Party shall respond to assist the other Party as requested and to the extent that said Party's fire department personnel are available. Clarendon Hills and Hinsdale shall continue to be a part of the existing mutual aid systems to which they are a party, including MABAS (Mutual Aid Box Alarm System) – Division 10. The coordination of dispatching and emergency responses will be determined by the Fire Chiefs of Hinsdale and Clarendon Hills.

from the acts or omissions of Clarendon Hills, or its officials, officers, employees or agents.

(c) Notwithstanding subsections (a) and (b) above, nothing contained in this Section 18 shall constitute a waiver of any privileges, defenses or immunities either of the Parties may have under the Local Governmental and Governmental Employee Tort Immunity Act (745 ILCS10/1-101 et seq.)

(d) The obligations of this Section 17 shall survive termination of this Agreement.

18. INSURANCE: Clarendon Hills and Hinsdale shall, during the entire term of the Agreement, procure and maintain the following insurance coverages:

(a) Commercial General Liability Insurance (including bodily injury and property damage, products and complete operations, and contractual liability {which insures the liability accepted pursuant to this Agreement}); all with limits of no less than \$1,000,000.00 per occurrence or accident and a minimum of \$2,000,000.00 aggregate, including any self-insured retention. The policy shall be written on an occurrence basis.

(b) Automobile Liability Insurance covering all owned or leased automobiles with limits of not less than \$1,000,000.00 per accident, including any self-insured retention.

(c) Worker's Compensation Insurance in accordance with Illinois law, with statutory limits.

The Parties shall provide to each other, upon request, a certificate of insurance, in form acceptable to each, evidencing the existence of such insurance coverages. All renewal certificates of insurance procured by either Party shall be required to be submitted to other Party not less than thirty (30) days prior to expiration of the policies required herein. The Parties acknowledge that Clarendon Hills and Hinsdale are members of the Intergovernmental Risk Management Agency (IRMA). The Parties may satisfy the provisions of this Section 18 by providing evidence of coverages provided by IRMA in the amounts set forth above.

The Parties shall cause the certificate evidencing the commercial general liability insurance to be endorsed to provide, in substance, that Clarendon Hills and Hinsdale, and their respective officials, officers, employees, and agents shall be named as additional insured on the other Party's insurance coverage with respect to any and all claims arising out of said other Party's performance, or failure to perform or properly perform, under this Agreement.

19. EFFECTIVE DATE/JOINT FIRE SERVICES START DATE: This Agreement shall be in effect from the date of its execution by the last Party to execute this Agreement (hereafter referred to as the "Effective Date").

13. COORDINATION OF TRAINING: The Parties shall coordinate and share required training functions relative to their respective fire departments. The Fire Chiefs of Clarendon Hills and Hinsdale shall be responsible for ensuring that all personnel are provided the necessary training to perform their duties in relation to providing Fire Services. The parties further agree that training opportunities will be made available equally to each fire department, with the respective Fire Chiefs working toward a unified training system, involving both fire departments, along with on-site training conducted in both Hinsdale and Clarendon Hills.

14. FIRE INSPECTION AND PREVENTION SERVICES: Fire inspection and prevention services will be shared between the two (2) fire departments. The Parties shall share information and assist each other with inspections that are more complex and time consuming. The Parties shall standardize inspection fees between the two (2) fire departments to the greatest extent possible. The Parties current respective schedules of inspection fees are detailed in Exhibit D attached hereto and made part hereof.

15. COMMON POLICIES AND PROCEDURES: The Parties shall establish common policies and procedures in the areas of Fire Services, emergency responses, daily operations, training, and personnel qualifications, to facilitate effective and efficient Fire Services delivery by both Parties. The Fire Chiefs of the Parties shall be responsible for establishing common policies and procedures and shall cooperate with each other to achieve this goal.

16. MANAGEMENT OF AGREEMENT: The Parties shall devote the necessary time and effort to successfully manage and implement this Agreement. The Fire Chiefs will meet as needed, but not less than four (4) times per calendar year. The Fire Chiefs will assist each other to establish the communications systems, response protocols, and incident review. The Fire Chiefs will meet at least annually with the Village Managers to report on, discuss and evaluate the effectiveness of this Agreement.

17. INDEMNIFICATION:

(a) Clarendon Hills hereby agrees to save, hold harmless, indemnify, and defend Hinsdale and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys' fees and costs associated therewith, caused by or arising out of Clarendon Hills' performance under this Agreement, or the lack thereof, exclusive of loss, damage, injury or death resulting from the acts or omissions of Hinsdale, or its officials, officers, employees or agents.

(b) Hinsdale hereby agrees to save, hold harmless, indemnify, and defend Clarendon Hills, and its officials, officers, employees, and agents, from and against any and all loss, damage, injury or death, including reasonable attorneys' fees and costs associated therewith, caused by or arising out of Hinsdale's performance under this Agreement, or the lack thereof, exclusive of loss, damage, injury or death resulting

EXHIBIT "A"

JOINT FIRE RADIIO NETWORK IGA HERE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved by their respective Corporate Authorities, and executed, by their respective authorized officers on the date(s) set forth next to the respective signatures.

VILLAGE OF HINSDALE

BY: _____
VILLAGE PRESIDENT

ATTEST: _____ DATE _____, 2010
VILLAGE CLERK
(SEAL)

VILLAGE OF CLARENDON HILLS

BY: _____
VILLAGE PRESIDENT

ATTEST: _____ DATE _____, 2010
VILLAGE CLERK
(SEAL)

20. DURATION: This Agreement shall be in effect for a period of five (5) years after its Effective Date, unless terminated sooner as provided in Section 21 below.

21. TERMINATION: During the duration of the Agreement, this Agreement may be terminated by either Party upon providing no less than a one (1) year prior written notice to the other Party, so as to allow sufficient time to prepare to revert back to each Party providing Fire Services within its own corporate limits.

22. AMENDMENTS: This Agreement may be amended at any time by the mutual agreement of the Parties; however, all amendments must be in writing and shall not be effective until approved by both Parties hereto.

23. NOTICES: All notices in connection with this Agreement shall be deemed delivered when mailed by certified mail, postage prepaid, or personally delivered, to the Parties hereto at the addresses shown below:

(a) If to Clarendon Hills:
Village of Clarendon Hills
1 N. Prospect Avenue
Clarendon Hills, IL 60514
Attention: Village Manager

(b) If to Hinsdale:
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521
Attention: Village Manager

FINAL-- June 5, 2013

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF
CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE AND WILLOW
SPRINGS, THE TRI STATE FIRE PROTECTION DISTRICT, AND DUPAGE PUBLIC
SAFETY COMMUNICATIONS (DU-COMM) FOR THE
SOUTHEAST DUPAGE COUNTY COMMUNICATIONS AND RADIO NETWORKS**

This Intergovernmental Agreement (hereinafter the "Agreement") made and entered into this ____ day of _____, 2013, by and between the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation, (hereinafter "CLARENDON HILLS"), the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter "DOWNERS GROVE"), the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter "WESTMONT"), the VILLAGE OF HINSDALE, an Illinois municipal corporation (hereinafter "HINSDALE"), the VILLAGE OF WILLOW SPRINGS, an Illinois municipal corporation (hereinafter "WILLOW SPRINGS"), the TRI-STATE FIRE PROTECTION DISTRICT, an Illinois fire protection district (hereinafter "TRI-STATE"), and DUPAGE PUBLIC SAFETY COMMUNICATIONS, an Illinois municipal cooperative (hereinafter "DU-COMM"), (CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE and DU-COMM being hereinafter sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE will collectively own and maintain two VHF Simulcast radio systems (hereinafter referred to as the "Radio Systems"). These parties and DU-COMM will own and maintain a microwave communications system, (hereinafter referred to as the "Microwave Communications System"); and

WHEREAS, the Parties hereto desire to commit their arrangements and understandings to writing;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement do hereby agree as follows:

1. The recitals set forth are hereby incorporated into and made a part of this Agreement.
2. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE will be allowed to connect various radio receivers and dispatch station controls to the shared VHF Simulcast radio systems using the Microwave Communications Network.
3. The FDSEAST VHF radio system will be for the primary use of the Clarendon Hills, Hinsdale, Willow Springs and Tri-State Fire Departments and secondary use by Downers Grove and Westmont Fire Departments. It shall consist of transmitters and receivers located at various locations in Clarendon Hills, Darien, Westmont and Downers Grove. Receivers are connected to redundant voters in Clarendon Hills. Secondary use is expected to be infrequent (e.g. catastrophic equipment failure).
4. The FDSCENT VHF radio system will be for the primary use of Downers Grove and Westmont Fire Departments and secondary use by the Clarendon Hills, Hinsdale, Willow Springs and Tri-State Fire Departments. It shall consist of transmitters and receivers located at various locations in Clarendon Hills, Westmont and Downers Grove. Receivers are connected to redundant voters in Downers Grove. Secondary use is expected to be infrequent (e.g. catastrophic equipment failure).
5. Shared equipment installed as part of the VHF radio systems or the Microwave Communications Network will be owned by the party controlling the site where the equipment is located, specifically:
 - Downers Grove Radio Tower – Downers Grove
 - Oakbrook Hills Hotel – Westmont
 - 63rd Street Water Tower – Westmont

- Burlington Avenue Water Tower – Clarendon Hills
- Darien I-55 Radio Tower – Tri-State

While the respective party will own the equipment for security and insurance purposes, the owner may not remove or disable any equipment without the permission of all system users. Replacement of equipment will be determined by the Parties.

6. The VHF radio systems have existing operating equipment in place. All existing equipment remains the property of the current owner unless otherwise agreed upon. Additional equipment, including, but not limited to, antennas, receivers, comparators, and voters, etc., (hereinafter the "Additional Equipment"), may be added to the radio systems by CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and/or TRI-STATE. Additional Equipment, if any, shall remain the property of the Party that installed the Additional Equipment. Upon termination of this Agreement, any such Additional Equipment can be removed by the installing party as long as it does not interfere with the operation of the entire system if removed.
7. The Microwave Communication System may be used by CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE to connect to any of the radio equipment that is part of the VHF radio systems previously described. Upon agreement of the members, the Microwave Communications System circuits may be used by any member to connect to other equipment. If additional circuit capacity is required to meet an individual member's needs, that member shall be responsible for the additional circuit(s). Currently agreed upon circuits include:

- DU-COMM --Oakbrook Hills to Downers Grove Radio Tower (Fire East RX)
 - DU-COMM--I-55 Radio Tower to Downers Grove Radio Tower (CH5 Trunk TX/RX)
 - Westmont PD-- Oakbrook Hills to Downers Grove Radio Tower (PD UHF RX)
 - Westmont PD-- 63rd Street Water Tower to Downers Grove Radio Tower (PD UHF RX)
8. In consideration of a onetime \$15,000 capital contribution, DU-COMM will connect to the Microwave Communications System through a separate microwave connection at the Downers Grove Radio Tower. DU-COMM at their expense will be allowed to install and maintain one microwave dish on the radio tower and necessary support equipment in the equipment room at the base of the tower. Said equipment shall remain the property of DU-COMM and DU-COMM shall be solely responsible for all maintenance and repair costs associated with said equipment. Additionally, DU-COMM shall indemnify the Village of Downers Grove for all equipment installed on the Downers Grove Radio Tower and provide insurance for said equipment installed and name the Village of Downers Grove as an additional insured.
9. In consideration of the contribution of two TX/RX sites and existing VHF equipment, the Westmont Police Department will have two circuits on the Microwave Communications System as described in item 7. The Westmont Police Department will install UHF Receivers at the two sites described in item 7 at their own expense.
10. Tri-State will connect to the Microwave Communications System through a separate microwave connection at the Darien Radio Tower. Tri-State at their expense will be allowed to install and maintain an additional microwave dish on the radio tower and necessary support equipment at the base of the tower.

11. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS and TRI-STATE, will collectively be responsible for the maintenance and repairs of the FDSEAST VHF and FDSCENT VHF radio systems. The radio vendor selected for maintenance and repairs will bill each agency listed an equal share of the annual maintenance and repair costs.
12. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE will collectively be responsible for the maintenance and repairs of the Microwave Communications System. The radio vendor selected for maintenance and repairs will bill each agency listed an equal share of the annual maintenance and repair costs.
13. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE and DU-COMM will individually be responsible for all maintenance and repairs of any Additional Equipment they have connected to the systems or add to the systems.
14. CLARENDON HILLS will allow DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE to operate on frequencies 150.805 MHz and 153.635 MHz as licensed by the Village of Clarendon Hills by the Federal Communications Commission.
15. DOWNERS GROVE will allow CLARENDON HILLS, WESTMONT, HINSDALE, WILLOWSPRINGS, and TRI STATE to operate on frequencies 153.8525 MHz and 155.7075 MHz as licensed by the Village of Downers Grove by the Federal Communications Commission.
16. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE agree to standardize radio communications as much as possible so as to better effect communications on a shared frequencies. All fire departments and dispatch centers using these radio systems shall conform to agreed

upon procedures for dispatching, as defined by CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, and TRI-STATE. Communications shall be concise and to the point. Radio channel communications are to be kept to a minimum. It is not the intent of the parties to analyze each transmission, but to interact professionally and courteously to keep radio traffic to a minimum, so that all Parties will be able to utilize the radio channels effectively. Professionalism and courtesy shall be adhered to at all times.

17. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE and TRI-STATE shall utilize mobile data computers in all front line fire department vehicles to facilitate call handling. At this time WILLOW SPRINGS does not have any mobile data computer capabilities and is encouraged to install mobile data computers in all of their front line fire department vehicles in the near future. The term "Front Line Vehicles" shall mean all ambulances, engines, ladder trucks, rescue squads, and command vehicles that respond to emergency calls on a regular basis. The mobile data computers should be used whenever possible for status changes and other administrative functions according to the procedures of the members.
18. To the extent necessary, each fire department member agrees to follow normal firefighting communication protocol. Upon incident command notification, fire units will switch to a fireground or other tactical communication channel to conduct all on scene communications. This will leave the primary Radio System channels available for others.
19. To the maximum extent permitted by law, each of the Parties agrees to hold the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, which is the dispatch agency for CLARENDON HILLS and HINSDALE, harmless from and against all claims, and indemnify the other Parties, their respective officers, agents and employees, and Southwest Central Dispatch, in relation to, any

claim or claims, meritorious or otherwise, for any loss, personal injury, death or damages that may arise in conjunction with, or result from, the act or failure to act of one or more employees, agents or officials of the indemnifying Party insofar as such act or failure to act results in such loss, personal injury, death of damages for which either the indemnifying Party or the indemnified Parties, jointly or severally, may or shall be liable.

20. Nothing contained in Section 19 above, or in any other provision of this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.) with respect to claims by third parties.

21. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE and DU-COMM hereby represent and warrant that each presently possesses and will continue to possess insurance coverage for contractual liabilities, and blanket excess coverage, providing comprehensive general liability coverage in an aggregate amount of not less than \$2,000,000.00 per occurrence pursuant to the provisions of a self-insurance pool agreement or comprehensive general liability insurance policy and a blanket excess policy. Each Party shall take all actions necessary to keep such insurance coverage in full force and effect for the entire term of this Agreement, and each Party may request and receive adequate proof from any other Party that such insurance is valid and in full force.

22. CLARENDON HILLS, DOWNERS GROVE, WESTMONT, HINSDALE, WILLOW SPRINGS, TRI-STATE or DU-COMM may terminate their respective involvement in this Agreement by giving written notice of said termination to the other Parties hereto not less than nine (9) months in advance of the effective date of said termination. Such notice of termination shall not relieve the terminating Party of any obligation to

pay any fees or charges accrued, unpaid, or obligated prior to the effective date of the termination.

23. For purposes of this Agreement, all notices that are given shall be given to all the following Parties at the addresses indicated:

Village of Clarendon Hills
Fire Department
Attention: Fire Chief
316 Park Avenue
Clarendon Hills, Illinois 60514

Village of Downers Grove
Fire Department
Attention: Fire Chief
5420 Main Street
Downers Grove, Illinois 60515

Southwest Central Dispatch
Attention: Director
7611 W. College Drive
Palos Heights, Illinois 60463

Tri-State Fire Protection District
Attention: Fire Chief
419 Plainfield Road
Darien, Illinois 60561

Village of Hinsdale
Fire Department
Attention: Fire Chief
121 Symonds Drive
Hinsdale, Illinois 60521

Village of Willow Springs
Fire Department
Attention: Fire Chief
8259 Willow Springs Road
Willow Springs, Illinois 60480

Village of Westmont
Police Department
Attention: Police Chief
500 N. Cass Avenue
Westmont, Illinois 60559

Village of Westmont
Fire Department
Attention: Fire Chief
6015 S. Cass Avenue
Westmont, Illinois 60559

DuPage Public Safety Communications
Attention: Executive Director
600 Wall Street
Glendale Heights, Illinois 60139

All notices shall be sent certified mail, return receipt requested, or by personal service.

Notices given by certified mail shall be deemed given on the third (3rd) day following the mailing thereof.

24. This Agreement shall be for a term of ten (10) years commencing on the date the last of the Parties hereto executes this Agreement, and shall automatically renew for additional five (5) year terms thereafter, unless sooner terminated by a Party or by the Parties hereto in accordance with Section 22 above.

25. In light of this Agreement, the "Intergovernmental Agreement between the Village of Clarendon Hills, the Village of Downers Grove, the Village of Westmont, the Village of Oak Brook, the Village of Hinsdale, the Village of Willow Springs and the Tri-State Fire Protection District for a Fire Department Radio Communication Network," dated May 1, 2010, is hereby terminated.

IN WITNESS HEREOF, the Parties have set their hands and seals on the dates shown below.

VILLAGE OF CLARENDON HILLS

Date: _____, 2013

Thomas F. Karaba
Village President

Attest:

Dawn Tandle
Village Clerk

VILLAGE OF DOWNERS GROVE

Date: _____, 2013

Martin Tully
Mayor

Attest:

April Holden
Village Clerk

TRI STATE FIRE PROTECTION DISTRICT

Date: _____, 2013

Hamilton Bo Gibbons
Board President

Attest:

Jill Strenzel
Board Secretary

VILLAGE OF HINSDALE

Date: _____, 2013

Thomas K. Cauley Jr.
Village President

Attest:

Christine Bruton
Village Clerk

EXHIBIT "B"

FIRE DEPARTMENT APPARATUS AND VEHICLES

CLARENDON HILLS

Engine 311	2002 Pierce Dash 1500 GPM Pumper
Ambulance 314	2014 Freightliner/Horton ALS Ambulance
Heavy Duty Rescue Squad 316	1994 Pierce Dash Rescue
Ladder Truck 319	2002 Pierce Dash 1500 GPM "Quint" / 105' Ladder
Staff Car 301 (Chief)	2010 Ford Crown Victoria
Staff Car 399 (Duty Officer)	2005 Ford Crown Victoria
Staff Car 398 (Fire Prevention)	2012 Ford Expedition

HINSDALE

Engine 1012	2014 Pierce Saber 1500 GPM Pumper
Engine 1013	2000 Pierce Dash 1500 GPM Pumper
Ambulance 1014	2005 International/Road Rescue ALS Ambulance
Ambulance 1015	2013 Ford/Marque ALS Ambulance
Tower Ladder Truck 1019	2008 Spartan/Rosenbauer/Metz 1250 GPM / 105' Ladder
Staff Car 1001 (Chief)	2006 Ford Explorer
Staff Car 1003 (Assistant Chief)	2006 Ford Explorer
Staff Utility Vehicle 1081	2012 Ford Pick Up
Staff Car 1082 (Fire Prevention)	2010 Ford Escape

	HINSDALE	CLARENDON HILLS
Pumping Fire Engines	2	1
Aerial Ladders (w/ pump)	1	1
Rescue Squads	0	1
ALS Ambulances	2	1
Staff Utility Vehicles	1	0
Staff Cars	3	3

4-1-9: AMBULANCE AND LIFE SUPPORT SERVICES FEES:

Each person receiving ambulance or life support services, or both, from the village shall pay the village fees therefor in accordance with the provisions of this section.

- A. Definitions: For the purposes of this section, the following words and phrases shall have the meanings herein ascribed to them:

ALS REFUSAL: A person who has received or accepted advanced life support (ALS) services from ambulance personnel (EMT-Bs and/or paramedics), but has refused transportation by ambulance to a hospital.

NONRESIDENT: A person who is not domiciled within the village of Hinsdale or the village of Clarendon Hills.

NONRESIDENT ALS REFUSAL: All persons who are nonresidents of the village of Hinsdale or the village of Clarendon Hills who have received or accepted advanced life support services from ambulance personnel (EMT-Bs and/or paramedics), but have refused transportation by ambulance to a hospital.

NONRESIDENTS TRANSPORTED TO HOSPITAL: All persons who are nonresidents of the village of Hinsdale or the village of Clarendon Hills who are transported by a fire department operated ambulance from within the limits of the village of Hinsdale or the village of Clarendon Hills to a hospital or other authorized medical facility for medical care or attention.

PAYMENT: Payment of the ambulance service fee shall be due upon the rendering of an invoice or statement by the village of its authorized billing and collection service corporation or agent and any policies pertaining thereto.

RESIDENT: A person who is domiciled within the village of Hinsdale or the village of Clarendon Hills.

RESIDENT ALS REFUSAL: All persons who are residents of the village of Hinsdale or the village of Clarendon Hills who have received or accepted advanced life support services from ambulance personnel (EMT-Bs and/or paramedics), but have refused transportation by ambulance to a hospital.

RESIDENTS TRANSPORTED TO HOSPITAL: All persons who are residents of the village of Hinsdale or the village of Clarendon Hills who are transported by a fire department operated ambulance from within the limits of the village of Hinsdale or the village of Clarendon Hills to a hospital or other authorized medical facility for medical care or attention.

VEHICLE EXTRICATION: When members of the fire department are required to use hydraulic, gas powered, electric powered, air powered or other specialized rescue equipment to remove a person from a vehicle or other structure.

VILLAGE OF WILLOW SPRINGS

Date: _____, 2013

Alan Nowaczyk
Mayor

Attest:

Adeena Baskovich
Village Clerk

VILLAGE OF WESTMONT

Date: _____, 2013

Ron Gunter
Mayor

Attest:

Virginia Szymiski
Village Clerk

**DUPAGE PUBLIC SAFETY
COMMUNICATIONS**

Date: _____, 2013

Brian Tegtmeier
Executive Director

Attest:

Christine Keifler
Notary

VILLAGE: The village of Hinsdale, unless otherwise provided.

- B. Ambulance Service Fees:** Fees for ambulance services and prehospital care provided by the village's fire department shall be charged to the person receiving said services, or the person's estate, in accordance with the following schedule:

	Resident	Nonresident
Basic life support emergency (BLS)	\$550 .00	\$ 800 .00
Advanced life support emergency (ALS -1)	650 .00	1,000 .00
Advanced life support emergency (ALS -2)	800 .00	1,200 .00
Mileage (as measured from the location of the ambulance call to the hospital)	\$10.00 per mile or portion thereof	\$25.00 per mile or portion thereof
Vehicle extrication	\$ 0 .00	\$400 .00
Advanced life support (ALS) refusal	450 .00	650 .00

- C. Fee For Nonresident Vehicle Fire:** In addition to the fees required pursuant to subsection B of this section, each person who is not a resident of the village and receives a fire department response to extinguish a vehicle fire shall pay the village an additional service fee of ninety dollars (\$90.00) per hour for vehicle/equipment use and thirty dollars (\$30.00) per hour and per person for personnel. There shall be a one hour minimum charge for each of the said services.
- D. Fee For Services Provided In Conjunction With Helicopter Transport:** In addition to the fees required pursuant to subsections B and C of this section, when the village provides ambulance services to a hospital in conjunction with a helicopter transport, that hospital shall pay to the village a fee of four hundred dollars (\$400.00) for such services.
- E. Medicare Coverage:** All fees shall be determined pursuant to the schedules set forth in subsections B, C and D of this section, with the exception of ambulance services provided to patients covered under the federal medicare system who shall be billed under the appropriate billing code as provided under the uniform medicare fee schedule for ambulance services, and based on the services provided and applicable mileage.

F. Third Party Insurer: All persons who receive ambulance services from the village and who have insurance coverage which provides for the payment in whole or in part of the ambulance service fee, are covered by a governmental entity program such as medicare that provides for the payment, in whole or in part, of the ambulance service fee, or who have the ability to obtain reimbursement, in whole or in part, of the ambulance service fee from a noninsurance/nongovernmental entity third party, shall upon request of the village, provide the names and addresses of said third party to the village. (The term "third party" shall mean any such insurance company, governmental entity, or other third party as referenced in the foregoing sentence.) The village shall prepare and issue to the third party an invoice for such ambulance service fee in accordance with the ambulance service fee schedule set forth above.

G. Compensation From Third Party: In the event any person who received ambulance services from the village receives compensation from a third party which is allocable to the ambulance service fee, such compensation shall be promptly forwarded by said person to the village. Under no circumstances shall any term or provision of this section adversely affect the rights of the village as set forth in the Illinois health care services lien act, 770 Illinois Compiled Statutes 23/1 et seq., as amended, or any other similar statute. (Ord. O2010-20, 4-20-2010)

EXHIBIT "D"

FIRE INSPECTION FEE SCHEDULE HERE

CHAPTER 9**FIRE CODE****SECTION:**

- 9-9-1: Adoption
9-9-2: Amendments, Revisions, And Changes

9-9-1: **ADOPTION:** There is hereby adopted by the village the international fire code, 2006 edition, as hereinafter amended (hereinafter the "fire code"). One copy of the fire code has been on file in the office of the village clerk for a period of at least thirty (30) days prior to the adoption of these provisions and now is and remains on file in the office of the village clerk, and the same is hereby adopted and incorporated as fully as if set out at length herein. If the provisions of the fire code, as adopted, conflict with or contravene any provision of chapter 1 of this title, the provisions of chapter 1 of this title shall control. (Ord. O2008-46, 8-12-2008)

9-9-2: **AMENDMENTS, REVISIONS, AND CHANGES:** The following sections of the fire code are hereby amended, revised, and changed as follows:

101.1 Title: Add: Village of Hinsdale.
(Ord. O2008-46, 8-12-2008)

106.2 Inspections: Add the following new paragraphs at the end:

"The fire code official shall coordinate an annual fire inspection for all properties within the village subject to inspections. If as a result of an inspection, the code official determines that either the structure or the premises fail to comply with section 101.2 the code official shall provide the owner or tenant with a written list of items to be corrected and assign a date by which those corrections must be completed. On or after the date assigned for completion of such corrections the code official will reinspect the structure or premises.

The owner or tenant shall be assessed an annual fee to be paid to the village for the initial inspection and any necessary reinspections pursuant to the fee schedule set forth in this section.

If, as a result of the reinspection, the code official determines that the owner or tenant has failed to correct the violations, the code official shall provide the owner or tenant with another written list of the items that must be corrected and assign a second date by which the changes must be completed. On or after the second date assigned for completion of such corrections, the code official shall, again, reinspect the structure and premises. The party receiving the notice of corrections shall pay to the village a fee for this second reinspection pursuant to the fee schedule set forth in this section.

If, as a result of the second or any subsequent reinspection, the code official determines that the owner or tenant has failed to correct the violations, the code official may, at his option, provide the owner or tenant with another written list of the items that must be corrected and assign another date by which the changes must be completed. On or after the date assigned for completion of such corrections, the code official shall, again, reinspect the structure or premises. The party receiving the notice of corrections shall pay to the village a fee for this third or any subsequent reinspection pursuant to the fee schedule set forth in this section.

For purposes of this section, the fee schedule shall be as follows based upon the square feet of the applicable structure:

Category	0 – 5,000 Square Feet	5,001 – 10,000 Square Feet	10,001 Square Feet And Above
Business	\$100.00	\$150.00	\$200.00
Assembly	\$100.00	\$100.00	\$100.00
Institutional	\$100.00	\$200.00	\$350.00
Educational	\$100.00	\$200.00	\$200.00
R-1, R-2, and R-3 residential	\$100.00	\$200.00	\$350.00
Second reinspection	\$75.00	\$75.00	\$75.00
Third/subsequent reinspection	\$100.00	\$100.00	\$100.00

The terms "business", "assembly", "institutional", "education", and "R-1, R-2 and R-3 residential" set forth above shall be as set forth in chapter 3 of the international building code, 2006 edition, adopted pursuant to section 9-2-1 of this code, as amended".
(Ord. O2010-21, 4-20-2010)

108 Means Of Appeal: Delete.

109.3 Penalty: Delete.

506 Key Boxes: Add:

"506.1 When Required: All new, remodeled, and existing structures that are required by code or regulation to have an approved fire alarm system, and all buildings required by code or regulation to be equipped with a fire suppression system, also shall be equipped with a Knox box system approved by the Hinsdale fire prevention bureau. Every such Knox box system shall be installed, at the expense of the owner of the structure. Each owner and each occupant of every such structure shall sign a hold harmless agreement for the village of Hinsdale prior to ordering the Knox box."

506.3 Location Of Key Box Installation: Add new section to read as follows:

"The location of each Knox box installation shall be approved in advance of installation by the Hinsdale fire prevention bureau."

506.4 Key Box Alarms: Add new section to read as follows:

"At the request of the owner or lessee, the Hinsdale fire prevention bureau shall permit the installation, on the Knox box, of a tamper switch connected to the building's alarm system. If the owner or

lessee chooses to connect the Knox box to an alarm, then the system shall comply with the following requirements:

1. If the building is protected by a burglar alarm system, then the Knox box will be connected to that system.
2. If the building is not protected by a burglar alarm system, then the Knox box may be connected to the fire alarm provided that the connection is on the trouble side signaling an alarm. The Knox box shall be zoned separately from any fire detection and shall be noted on the fire alarm annunciator/panel as the 'Knox box.'

506.5 Contents Of Key Box: Add new section to read as follows:

"The approved Knox box shall contain keys to gain necessary access to all areas in the building as required by the Hinsdale fire prevention bureau."

901.6 Inspection, Testing And Maintenance: Add:

"Inspections and field tests of fire suppression, alarm, detection, and any other fire protection systems, devices, and equipment shall be conducted by a licensed alarm company representative. All tests for the fire protection systems and components shall follow the standards of this code and the National Fire Protection Association standards for the type of component. Whenever any such alarm company representative conducts tests or undertakes maintenance or repair work on any said systems within the village, the company shall notify the Hinsdale communications center of all such tests, maintenance, or repair prior to undertaking them, and further, immediately after completion of such tests, maintenance, or repair, shall notify the Hinsdale communications center of such completion."

901.6.2 Records: Add:

"A copy of the complete written record of all tests and inspections required under this code shall be sent to the Hinsdale fire prevention bureau within ten (10) working days after completion of the test."

901.7 Systems Out Of Service: Add:

"Automatic fire detection or fire suppression systems shall not be out of service for more than twelve (12) hours for additions, alterations, maintenance, repairs without the advance written approval of the

Hinsdale fire prevention bureau. When an automatic fire detection or fire suppression system is out of service for any reason, notice thereof shall be given immediately to the Hinsdale fire department. In addition, the building owner or designated representative, prior to taking any such system out of service for more than twelve (12) hours, shall notify all tenants and occupants of any building affected by the system taken out of service that no automatic fire detection or fire suppression system is in operation and for what time period that will be the case. The building owner or designated representative shall notify both the Hinsdale fire prevention bureau and the tenants of the building immediately after the automatic fire detection or fire suppression system is returned to service."

903 Additional Requirements: Add: 903.2 Additional Requirements.

- A. Applicability:** In addition to the foregoing requirements, fire suppression systems shall be installed and maintained in full operating condition, as specified in this code, throughout the entire building or structure in subsection B:
1. For all new construction.
 2. At any time the use of the building or structure is changed.
 3. When the cost of the remodeling, or reconstruction exceeds twenty-five percent (25) of the value of the building or structure. If there is a disagreement, the value shall be determined by the average value of two (2) appraisals, one provided by the village and the second provided by the applicant.
 4. Any time the height of a building or structure is enlarged.
 5. Any time the floor area of a building or structure is enlarged in excess of five hundred (500) square feet.
- B. Where Required:**
1. In any buildings or structures or portions thereof of use groups A-1, A-2, A-3, and A-4.
 2. In all buildings or structures or portions thereof of use group B when more than two thousand five hundred (2,500) square feet per floor in area or fire area or when more than three (3) stories in height.

3. In all buildings or structures or portions thereof of use group E when more than two thousand five hundred (2,500) square feet per floor in area or fire area or when more than (3) stories in height.
4. In buildings or structures or portions thereof of use group F-1 when more than two thousand five hundred (2,500) square feet per floor.
5. In all buildings or structures or portions thereof of use group H.
6. In all buildings or structures or portions thereof of use group I-1, I-2, and I-3.
7. In all buildings or structures or portions thereof of use groups M, S-1, and U when more than two thousand five hundred (2,500) square feet per floor in area or more than three (3) stories in height.

903.2.2. Delete: Exception.

903.4. Delete: Exceptions 1-7.

907 Fire Alarm And Detection Systems:

907 Additional Requirements: Add: 907.2 Additional Requirements.

907.2 Where Required: In addition to the foregoing requirements an automatic fire detection system shall be installed by the building owner, maintained in full operating condition by the building owner, and tied by the building owner directly to the Hinsdale fire department communications center in the locations described in A and B.

- A. New Construction: An automatic fire detection system complying with NFPA 72, 2002 edition, in all new buildings or structures, or new portions of buildings or structures, of use groups A-1, A-2, A-3, A-4, A-5, B; E, I-1, I-2, I-3, and M; and in all buildings of use group R. All new fire alarm systems shall use wireless radio transmission technology approved by the Hinsdale fire department to meet the direct connect requirement.

- B. Sprinklered Building Exception:** All new and existing buildings that are equipped throughout with an approved automatic fire suppression system complying with NFPA 13, 2002 edition, shall not be required to have an automatic fire detection system, but shall be equipped with a manual fire protective signaling system complying with NFPA 72, 2002 edition.

907 Additional Requirements: Add: 907.3 Additional Requirements.

907.3 Where Required: An automatic fire detection system shall be installed by the building owner, and tied by the building owner directly to the Hinsdale fire department communications center, in the locations described in A and B.

- A. Existing Structures:** An automatic fire detection system complying with NFPA 72, 2002 edition, or an automatic fire suppression system complying with NFPA 13, 2002 edition:
1. In each existing building and structure in use groups A-1, A-2, A-3, A-4, and A-5; and
 2. In each existing building and structure in use groups E, I-1, I-2, and I-3; and
 3. In each existing building and structure in use groups B and M when such building or structure is located in the area bounded by the Burlington RR, Second Street, Grant Street, and Garfield Street; and
 4. In each other existing building or structure in use groups B and M when such building or structure exceeds ten thousand (10,000) square feet per floor or ten thousand (10,000) square feet of gross floor area (as defined in the life safety code, 2002 edition); and
 5. In each existing building or structure in use group R.
- B. Sprinklered Building Exception:** All new and all existing buildings that are equipped throughout with an approved automatic fire suppression system complying with NFPA 13, 2002 edition, shall not be required to have an automatic fire detection system, but shall be equipped with a manual fire protective signaling system complying with NFPA 72, 2002 edition.

907.9 Zones: Change language as follows:

"The following requirements apply to all zoning of automatic fire detection systems:

1. Each floor shall be zoned separately. If an individual floor exceeds five thousand (5,000) square feet in floor area, then each five thousand (5,000) square foot area and each increment thereof shall be zoned separately.
2. For all residential uses, each living unit shall have an identifying device indicating which detection device is in the alarm mode. The device shall be identifiable in accessible areas outside the living unit.
3. Each different type of system (detection, alternate suppression systems, pull boxes, and others) shall be zoned separately.
4. Each tenant space shall be zoned separately.
5. Annunciator panels shall be provided when more than one zone is provided. The panel shall be visible from the building exterior and shall be installed in a location designated by the Hinsdale fire prevention bureau. A diagram of the building with corresponding zone locations shall be provided at the annunciator panel.
6. All alarm panel zoning shall be reviewed and approved, prior to installation, by the Hinsdale fire prevention bureau."

907.21 Occupancy Permits: Add:

907.21 Occupancy Permits: No certificate of occupancy shall be issued for new construction or for renovated or rebuilt premises until the provisions of section 907.2 have been satisfied.

907.22 New Automatic Detection Systems: Add:

907.22 New Automatic Detection Systems: All new automatic detection systems in every building shall be tied directly to the Hinsdale communications center.

907.23 New Fire Alarm Systems: Add:

907.23 New Fire Alarm Systems: All new fire alarm systems shall be fully addressable.

907.24 Conflicts: Add:

907.24 Conflicts: In the event of any conflict between the provisions of section 907 and the provisions of the life safety code, 2003 edition, the more stringent requirements shall be applied.
(Ord. O2008-46, 8-12-2008)

CHAPTER 1**ADMINISTRATIVE PROVISIONS****SECTION:**

- 9-1- 1: Permits Required
- 9-1- 2: Applications For Permits
- 9-1- 3: Approval Of Plans
- 9-1- 4: Permit Fees
- 9-1- 5: Public Property Damage Escrow And Insurance Requirements
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- 9-1- 7-1: Standards And Conditions Applicable To Demolitions Of
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- 9-1- 9: Certificates Of Use And Occupancy
- 9-1-10: Compliance With Ordinances Required
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- 9-1-12: Abatement
- 9-1-13: Penalty
- 9-1-14: Appeals

9-1-1: **PERMITS REQUIRED:** It shall be unlawful to construct, enlarge, alter, or demolish a structure, or to change the occupancy of a building or structure in a manner requiring greater strength, exitway, or sanitary provisions, or to change to another use, or to install or alter any equipment for which provision is made in or the installation of which is regulated by this code, or to conduct land disturbing activities, or to conduct paving or surfacing of the ground, or handle, process, or serve food or drink, without first filing an application with the building commissioner in writing and obtaining the required permits therefor as required by this title; except that ordinary repairs, as defined in the international building code hereinafter adopted by reference, shall be exempt from this provision. (Ord. O2008-55, 10-7-2008)

9-1-2: APPLICATIONS FOR PERMITS: All applications for permits shall be made to the building commissioner and shall be accompanied by plans and specifications in duplicate showing in detail the work to be done. Such plans shall be verified by the signature either of the owner of the premises or of the architect or contractor in charge of operations.

If work for which a permit is required has already been undertaken before the building commissioner has approved a permit application and issued a permit, then the applicant for such permit shall pay, in addition to the regular permit fee, a fee in the amount specified under the reinspection fee schedule for such work.

Every application for a permit shall certify that the proposed work shall be completed according to plans and specifications accompanying the application within one year from the date such permit was issued. Failure to complete within that time period shall constitute a violation of the building code. (Ord. O2008-46, 8-12-2008)

9-1-3: APPROVAL OF PLANS: Upon receipt of a fully and properly completed application to determine whether the proposed work will comply with all codes and ordinances applicable thereto, including, without limitation, the provisions of this title and of the zoning code. If upon review the building commissioner determines that the application has not been fully and properly completed or that the proposed work would not comply with one or more codes or ordinances applicable to such work, then the building commissioner shall not approve such application but shall return such application and the plans submitted therewith to the applicant, with exceptions noted. If upon review, the building commissioner determines that the application has been fully and properly completed, but that the application requires the approval of the board of trustees or other board, commission or official, then the building commissioner shall forward the application to the appropriate board, commission or official in the manner provided therefor. Upon the building commissioner's determination that the proposed work would comply with all codes and ordinances applicable to such work, that the appropriate fee has been paid and that all required approvals therefor have been obtained, the building commissioner shall approve such application and cause a permit to be issued therefor. Upon issuance of a permit, one set of plans shall be returned by the building commissioner to the applicant. No permit shall be issued except after approval of the application and plans and the payment of the fee provided herein. (Ord. O2008-46, 8-12-2008)

9-1-4: PERMIT FEES:**A. Plan Review And Administrative Filing Fee:**

1. Outside Agency: Should a plan review be required to be performed by a third party, as determined by the village, all fees and charges related to the performance of such plan review shall be paid by the permit applicant. The applicant shall pay an additional twenty percent (20%) of the charges of the plan review performed by a third party for administrative costs and plan review performed by village personnel. A deposit shall be submitted at the time of application based upon the anticipated total review fee as determined by the village.

2. In House Plan Review Performed By Village Personnel: Plan review performed by village personnel shall be charged at a rate of eighty dollars (\$80.00) per hour, with a one hour minimum paid at the time of application.

3. Expedited Reviews: The village, or a third party as determined by the village, shall perform plan reviews on an expedited basis for new construction, additions, and remodeling, if such expedited review is approved by the building commissioner based upon a request by an applicant, at a rate of one and one-half ($1\frac{1}{2}$) times the rates set forth in subsections A1 and A2 of this section.

4. Engineering Review And Inspection Fee: The plan review fee for the inspection of public and private site improvements for nonresidential and multi-family developments shall be due upon submission of final engineering plans for such improvements. The fee shall be one percent (1%) of the engineer's estimate of the cost of said improvements.

5. Fees Nonrefundable: The plan review fees set forth in this section are nonrefundable and shall be paid regardless of whether a permit is ultimately issued.

B. Building Permit Fees:

1. New Structures: The building permit fee for new structures shall be seventy five cents (\$0.75) per square foot of total floor area of the proposed new structure, including basements, attics, and garages, up to and including twenty five thousand (25,000) square feet. The fee shall be fifty cents (\$0.50) for every square foot of total floor area thereafter.

2. Remodeling And Alterations: Where a building permit applicant proposes to add no new square footage, the building permit fee shall be two percent (2%) of the value of construction. In no event shall the fee be less than one hundred dollars (\$100.00). In setting a fee based on the value of construction, the building commissioner may consider any of the following:

a. An estimate furnished by the permit applicant;

b. An affidavit from the owner or the owner's agent; or

c. A calculation to be made by the building commissioner based on the most recent edition of "RS Means Square Foot Costs" book. (Ord. O2008-46, 8-12-2008)

3. Permit Fees Generally: Permit fees for the following items are as follows:

Demolition:

Principal structure	\$3,000.00 plus plan review
Accessory structure	100.00 plus plan review
Driveways	40.00 plus plan review
Elevator, escalator, dumbwaiter:	
Up to 3 floors	300.00
Each floor over 3	60.00 per floor
Semiannual inspection	115.00
Reinspection	115.00
Right of way opening	250.00 plus plan review
Fences	40.00 plus plan review
Fire suppression systems	100.00 base fee and \$1.00 per head, plus plan review
Ansul systems	200.00
Standpipes	100.00 per standpipe

Fire pumps	\$ 100.00	plus plan review
Annual reinspection/test	10.00	per 100 gallons of rated pump capacity
Food service permit	500.00	annual fee
Grading	40.00	plus plan review
Health and sanitation	85.00	for each inspection
HVAC systems	100.00	plus plan review
Air conditioner	40.00	per air conditioner
Air handler	40.00	per air handler
Hood and duct systems	250.00	plus plan review
Moving	800.00	per day that build- ing will be in street
Occupancy permits:		
Business occupancy	175.00	
Temporary occupancy	250.00	plus 150 percent surety for uncompleted work
Overtime inspections	80.00	per hour with 2 hour minimum if approved by the building commis- sioner
Paving	40.00	plus plan review
Permit renewal fee	90 day permit at 50 percent of applicable fee; maximum 4 renewals	
Recording fee	\$ 30.00	
Reinspection fee	100.00	
Single-family preplan and vacant lot reviews	120.00	
Signage	4.00	per square foot with \$75.00 minimum
Temporary signage	25.00	plus plan review

Stormwater filing fee	\$ 300.00
Stormwater permit fee	300.00
Swimming pool	200.00
Work without permit	Full fees, plus 50 percent of applicable fee

(Ord. O2008-46, 8-12-2008; amd. Ord. O2008-55, 10-7-2008; Ord. O2009-07, 1-6-2009)

4. Electric Permit Fees:

Base fee/minimum fee	\$ 100.00 plus plan review
Each circuit	15.00
Fire alarm systems	100.00 per panel, plus \$1.00 per device
Permit renewal fee	90 day permit at 50 percent of applicable fee; maximum 4 renewals
Service/panelboards	\$ 100.00 per panel
Reinspection fee	100.00

(Ord. O2008-46, 8-12-2008)

5. Plumbing Permit Fees:

Base fee/minimum fee	100.00 plus plan review
Each fixture	30.00
Permit renewal fee	90 day permit at 50 percent of applicable fee; maximum 4 renewals
Reinspection fee	\$ 100.00
Unmetered water (see also section 7-4F-5 of this code)	\$300.00 (charged quarterly until meter is installed and approved)

(Ord. O2008-46, 8-12-2008; amd. Ord. O2011-16, 4-5-2011)



9-1-4

9-1-4

6. Water Tap And Meter Fees:

Tap fee:

1 inch	\$ 575.00
1½ inches	800.00
2 inches	1,050.00
Greater than 2 inches	By plumbing contractor plus base fee

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9-1-5

Meter fee:

$\frac{3}{4}$ inch	\$ 300.00
1 inch	375.00
1 $\frac{1}{2}$ inches	700.00
2 inches	1,550.00
Greater than 2 inches	Actual cost plus 10 percent

- C. **Minimum Permit Fee:** The minimum fee for any permit not specified in this section shall be one hundred dollars (\$100.00). (Ord. O2008-46, 8-12-2008)
- D. **Additional Fee For Work Performed Without A Permit:** A fee for work initially performed without a permit in the amount of two hundred fifty dollars (\$250.00) or fifty percent (50%) of the applicable permit fee, whichever is greater, shall be imposed in addition to the applicable permit fee. (Ord. O2009-13, 3-17-2009)

9-1-5: PUBLIC PROPERTY DAMAGE ESCROW AND INSURANCE REQUIREMENTS:

- A. **Cash Escrow Required; Purposes:** It shall be unlawful for any person to commence any excavation or construction work in the village for which a village permit is required (the "work") unless the owner, general contractor, or other person doing such work (collectively and severally referred to as the "principal"), first shall have deposited in escrow with the village cash or a letter of credit (the "escrow") in the amount hereinafter specified. The escrow shall be held by the village for the purposes of:
1. Indemnifying the village against any damage done by the principal, by any subcontractor of the principal or by the work to any village property, structure, equipment, or facility; and
 2. When the work includes the making of any excavation, ensuring that the excavation portion of the work will be completed within six (6) months after the date of its commencement and ensuring that all portions of the excavation not occupied by structures completed as of that date will be refilled and ensuring that the surface will be restored to its original condition by that date.
- B. **Amount Of Escrow:** The principal shall deposit with the village, for the escrow, an amount equal to five percent (5%) of the work value or five hundred dollars (\$500.00), whichever is more, provided, however, that the required escrow shall not exceed ten thousand