VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
May 15, 2012

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, May 15, 2012 at 7:30 p.m.

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

Absent: None

Also Present: Village Manager Dave Cook, Police Chief Brad Bloom, Fire Chief Rick Ronovsky and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Saigh moved to approve the minutes of the regularly scheduled meeting of May 1, 2012. Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

CITIZENS' PETITIONS

None.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley recommended the following individuals for appointment as noted:

Historic Preservation Commission
Stacey Harloe-Mowery to a 1-year term through April 30, 2013
Christopher Hutter to a 2-year term through April 30 2014
Plan Commission
Michael Nelson reappointed to a 3-year term through April 30, 2015

Board of Fire & Police Commissioners
Mary Herrmann reappointed to a 3-year term through April 30, 2015

Trustee Angelo moved to approve the appointments as recommended by President Cauley. Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

VILLAGE PRESIDENT’S REPORT

President Cauley reported the status of the Oak Street Bridge project stating that IDOT has construction guidelines that we must follow. One of which is that it needs to be two lanes or we will not receive funding from Federal and State sources. At a meeting last week, the Village learned that the project will require extensive regrading; the engineers explained that IDOT requires a certain line of sight. President Cauley wants Village residents to understand and has invited IDOT and BNSF representatives to the June 5th Board meeting to find out what the requirements are. He also noted that it will be almost impossible to rebuild the bridge without Federal and State funding.

CONSENT AGENDA

President Cauley read the Consent Agenda as follows:

**Items Recommended by Administration & Community Affairs Committee**

a) Resolution Approving a Five Year Extension on the Lease Agreement between the Village of Hinsdale and the Community House (Omnibus vote) (R2012-06)

b) Approval of Fiscal Year 2012-2013 Blanket Purchase Orders in the amount of $1,096,850.00 (Omnibus vote)

**Items Recommended by Environment & Public Services Committee**

c) Ordinance Vacating Half of a Public Alley Right-of-Way Situated West and Adjoining 644 S. Thurlow Street at a Purchase Price of $8,500.00 (Omnibus vote) (O2012-21)
d) Award the Engineering Services for the Design of the 2013 Road Resurfacing Project to Rempe-Sharpe and Associates, Inc. in the Amount not to Exceed $55,254.00 (Omnibus vote)
e) Award the Engineering Services for the Design of the 2013 Road Reconstruction Project to Rempe-Sharpe and Associates, Inc. in the Amount Not to Exceed $94,939.00 (Omnibus vote)
f) Resolution for the Chestnut Street Contract Change Order Number 1 in the amount of $9,495.20 to Chicago Testing Laboratory, Inc. (Item taken separately)
g) Approve the Request from John Neri Construction Company, Inc. to Change the North Washington Street Project’s Daily Start Time from 8:00 AM to 7:00 AM. (Omnibus vote)
h) Ordinance Authorizing the Sale by Auction of Personal Property Owned by the Village of Hinsdale (Omnibus vote) (O2012-22)
i) Purchase of a 2012 Ford F250 with Plow from Morrow Brothers Ford Inc., under the State Contract #4015998 in the amount of $31,414.00 (Omnibus vote)

Trustee LaPlaca asked that Item F be pulled from the Consent Agenda for separate consideration. Trustee Geoga moved to approve the Consent Agenda, as amended. Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Resolution for the Chestnut Street Contract Change Order Number 1 in the amount of $9,495.20 to Chicago Testing Laboratory, Inc. (R2012-07)

Trustee LaPlaca said the dollar amount of this item relates to testing and whether or not the original contract specifications included this testing. This is an omission by Clarke Dietz and they should pay for this. They are reluctant to do so, therefore, the motion has been revised. Trustee LaPlaca moved to approve a Resolution for the Chestnut Street Contract Change Order Number 1 in the amount of $9,495.20 to Chicago Testing Laboratory, Inc., said amount to be withheld from Clark-Dietz until negotiations can be completed between Clark-Dietz and the Village of Hinsdale regarding the responsibility for that obligation. Trustee Geoga seconded the motion.
AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Geoga reported there were minor process issues that resulted in a small adjustment to the amount of the warrant. Finance Director Darrell Langlois is checking into programming issues; there were no errors otherwise. Trustee Geoga moved Approval and Payment of the Accounts Payable for the Period of April 27, 2012 through May 11, 2012 in the aggregate amount of $950,950.17 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

President Cauley remarked that, with respect to the five year extension on the contract with the Community House, they had agreed to get back to us on letting others use that property; and are they covering their costs or making a profit. Trustee Geoga commented that there is a paragraph in the lease that requires an annual report. The Village leases that property to them for a dollar and the report should provide enough information regarding their income. Village Manager Cook confirmed that they will be delivering a supplemental report.

Approval of an Ordinance Amending Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Relative to Historic Preservation Commission Membership (O2012-23)

President Cauley introduced the item explaining that this ordinance reduces the number of members on the Historic Preservation Commission from ten to five. Currently, they have trouble getting a quorum to conduct meetings, and this will address that problem. He noted that if other applicants want to be on the
Commission in the future the number can be increased. Trustee Elder moved Approval of an Ordinance Amending Title 2 (Boards and Commissions), Chapter 12 (Historic Preservation Commission), Relative to Historic Preservation Commission Membership. Trustee Haarlow seconded the motion. Trustee LaPlaca commented that a five member Board is a small number if they are going to be doing matters of import.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Trustee LaPlaca noted, with respect to Woodlands project, bids are out for Phase I and should be awarded at the June 5th Board meeting. That same evening, representatives from IDOT, BNSF and Clark-Dietz will be present to discuss Federal and State restrictions for construction of a new Oak Street bridge.

ZONING AND PUBLIC SAFETY

Trustee Saigh stated that the draft ordinance for cell phone antennas mounted on ComEd poles in some parkways to improve reception and transmission will be discussed.

Trustee Geoga commented that the ACA Committee is in the process of EDC discussions for budgeting and group composition and hope to arrive at something to bring back to the Board shortly.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

STAFF REPORTS

Police Chief Brad Bloom updated the Board on NATO Summit plans for this weekend. Comprehensive plans at the local and county levels are in place for police, fire and EMS services. They are watching intelligence, however, there is nothing credible for
DuPage County at this time. Schedules have been adjusted in Hinsdale to have the maximum number of people available.
Mr. Cook said since the last meeting wherein the Village awarded the electric aggregation, he has met with Nordic. They will send out packets on Monday for opt out. If people want to participate, they need do nothing. Nordic will also supply to already opted out residents information to opt in. August electric bills will reflect the new 40% lower rates. He further noted that because the definition of small commercial business has changed, some additional customers will be able to participate. He also said that the annual savings will be about $700.00 per household and about $3,000,000 for Hinsdale collectively.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

President Cauley asked for a motion to adjourn into Closed Session and not reconvene. Trustee Geoga moved to adjourn the meeting of May 15, 2012 into Closed Session under 5 ILCS 120/2(c)(1) appointment, employment compensation, discipline, performance or dismissal of specific employees or legal counsel, and not to reconvene. Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Geoga, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Meeting adjourned at 7:55 p.m.

ATTEST: ________________________________
Christine M. Bruton, Village Clerk
MEMORANDUM

Date: May 31, 2012

To: President and Board of Trustees

From: Christine Bruton, Village Clerk

RE: Board Agenda Items - ACA Consent

The supporting documentation for the ACA Consent items can be found in the ACA packet for the meeting held on Monday, June 4th.

Thank you.

cc: Village Manager
    Village Attorney
    Department Heads
REQUEST FOR BOARD ACTION

AGENDA
SECTION NUMBER

ITEM Referral - Case A-17-2012 – Applicant: Daily Spark Hinsdale, Inc. – Request: Text Amendment to Section 5-105C, to allow Fitness Facilities in the B-1, Community Business District as Special Uses.

ORIGINATING DEPARTMENT
Community Development

APPROVAL

The Applicant, Daily Spark Hinsdale, Inc., has submitted an application to amend Article V (Business Districts), Section 5-105 (Special Uses), of the Village of Hinsdale Zoning Code, to allow Fitness Facilities (7991) in the B-1, Community Business District as Special Uses. The applicant has also submitted the necessary Special Use permit application to operate a fitness facility at 777 N. York Road (A-18-2012). Should the ZPS and Village Board find the requested text amendment appropriate, they will refer it on to the Plan Commission where they would consider the special use application along with the text amendment request.

The proposed process would allow the Plan Commission and Village Board to hear all cases independently and establish the appropriateness of the use based on the location and the individual circumstances of the property in question.

Below is draft language proposed by the applicant that would amend the Zoning Code so that Fitness Facilities (7991) would be Special Uses in the B-1 Community Business District:

Section 5-105 Special Uses

C. Services:

11. Physical fitness facilities (7991), but not on the first floor of any structure in the B-2 District.

MOTION: Move to recommend that the application be referred to the Plan Commission for review and consideration of a Text Amendment to Section 5-105C, to allow Fitness Facilities as Special Uses in the B-1 Business District.

APPROVAL

APPROVAL

APPROVAL

APPROVAL

MANAGER’S APPROVAL

COMMITTEE ACTION: On May 21, 2012, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:
May 16, 2012

Plan Commission
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, Illinois 60521

Re: Daily Spark Hinsdale, L.L.C.
    Zoning Map Amendment and
    Special Use applications
    777 N. York Road, Hinsdale

Dear Plan Commission Members:

This letter will confirm my understanding that, notwithstanding the references in the Zoning Text Amendment application to “Gateway Square” the Zoning Text Amendment application is intended to apply to all properties zoned in the B-1 Community Business District in the Village of Hinsdale. The application addresses the standards as they apply specifically to the property that my client is leasing in Gateway Square (which is the subject of the Special Use Application), but the text amendment would apply generally to all properties in the B-1 District.

Please call if you have any questions.

Very truly yours,

[Signature]

Cathleen M. Keating

cc: Tim Scott
    Sean Gascoigne
COMMUNITY DEVELOPMENT
DEPARTMENT
ZONING CODE TEXT AND MAP
AMENDMENT APPLICATION

VILLAGE OF HINSDALE  FOUNDED IN 1873

Must be accompanied by completed Plan Commission Application

Is this a:  Map Amendment  ○  Text Amendment  ○

Address of the subject property  777 N. York Rd., Hinsdale, IL 60521

Description of the proposed request:  Text Amendment to list Physical Fitness Facilities as a special use in the B-1 Community Business District

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 proposed text amendment to add physical fitness facilities as a special use in the B-1 District would reflect how the use is treated in other business-zoned districts and will encourage "a rational pattern of land uses" and compatibility between different types of land uses.

2. The existing uses and zoning classifications for properties in the vicinity of the subject property.
   Gateway Square, a 20- unit shopping center is zoned B-1. Adjacent land along Ogden Ave. is zoned B-2 (gas station, rehab facility, offices, retail uses). To the south and southwest is R-4 single family residence. West is O-2/ Limited Office District.

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.
   Gateway Square has had many different retail and service businesses in its tenant mix, including restaurants. The south side of Ogden Ave. houses a mix of retail and service uses, including a cardiac rehabilitation facility.
4. The extent, if any, to which the value of the subject property is diminished by the existing zoning classification applicable to it.

The current B-1 district regulations do not allow a fitness facility as a special use which deprives owners and tenant of the ability to provide this use, which complements other other B-1 uses.

5. The extent to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

Public health, safety and welfare will be enhanced by allowing fitness facilities as a special use in B-1 Community Business districts such as Gateway Square.

6. The extent, if any, to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

Most of the adjacent properties are single family residences. This text amendment will allow residents a neighborhood fitness facility that they can access on foot or by car.

7. The extent, if any, to which the value of adjacent properties would be affected by the proposed amendment.

Value of adjacent residences is enhanced by a small fitness facility within walking or short driving distance.

8. The extent, if any, to which the future orderly development of adjacent properties would be affected by the proposed amendment.

A small fitness facility will provide more foot traffic to Gateway Square, thus enhancing surrounding businesses.

9. The suitability of the subject property for uses permitted or permissible under its present zoning classification.

Gateway Square has had some of it's retail uses close recently. Allowing a small fitness facility in this location will be a minor use expansion but will allow a very popular business to locate there.

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.

Gateway Square has sufficient parking on-site (247 spaces), and is easily accessed by York Road. Many nearby residents may choose to walk to the proposed fitness facility.

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.

As a mature community shopping center, Gateway Square has adequate utilities and public services.
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.

Gateway Square has experienced a number of retail vacancies and over the past 2 years, and would benefit from this text amendment.

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

Fitness training in relatively small facilities has become very popular, and there are virtually no such facilities in the northern part of the Village.

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
<table>
<thead>
<tr>
<th><strong>Applicant</strong></th>
<th><strong>Owner</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Daily Spark Hinsdale, Inc.</td>
<td><strong>Name:</strong> Inland Gateway Square, L.L.C.</td>
</tr>
<tr>
<td><strong>Address:</strong> 808 Phillipa</td>
<td><strong>Address:</strong> 2901 Butterfield Rd.</td>
</tr>
<tr>
<td><strong>City/Zip:</strong> Hinsdale, IL 60521</td>
<td><strong>City/Zip:</strong> Oak Brook, IL 60523</td>
</tr>
<tr>
<td><strong>Phone/Fax:</strong> (480) 710-0689</td>
<td><strong>Phone/Fax:</strong> (630) 218-8000 / 630-645-7259</td>
</tr>
<tr>
<td><strong>E-Mail:</strong> <a href="mailto:kwhoffmann77@gmail.com">kwhoffmann77@gmail.com</a></td>
<td><strong>E-Mail:</strong> <a href="mailto:le@inlandrealestate.com">le@inlandrealestate.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)</strong></th>
<th><strong>Disclosure of Village Personnel:</strong> (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Cathleen M. Keating</td>
<td><strong>Name:</strong> __________________________</td>
</tr>
<tr>
<td><strong>Title:</strong> Attorney</td>
<td><strong>Title:</strong> __________________________</td>
</tr>
<tr>
<td><strong>Address:</strong> 2215 York Rd # 550</td>
<td><strong>Address:</strong> __________________________</td>
</tr>
<tr>
<td><strong>City/Zip:</strong> Oak Brook, IL 60523</td>
<td><strong>City/Zip:</strong> __________________________</td>
</tr>
<tr>
<td><strong>Phone/Fax:</strong> 630-472-3407 / 630-472-0049</td>
<td><strong>Phone/Fax:</strong> (___) __________ / ___</td>
</tr>
<tr>
<td><strong>E-Mail:</strong> <a href="mailto:cmk@mccsllaw.com">cmk@mccsllaw.com</a></td>
<td><strong>E-Mail:</strong> __________________________</td>
</tr>
</tbody>
</table>

1) __________________________

2) __________________________

3) __________________________
II. SITE INFORMATION

Address of subject property: 777 N. York Road

Property identification number (P.I.N. or tax number): 09-01-209-007
09-01-209-031, 032
09-01-209-010, 011

Brief description of proposed project: 2,680 sf fitness facility and retail store selling exercise equipment and nutritional supplements.

General description or characteristics of the site: Gateway Square is a 40,115 sf 1-story shopping center, offering restaurants, retail and other business uses. It is served by 247 parking spaces.

Existing zoning and land use: B-1 Shopping Center

Surrounding zoning and existing land uses:
North: B-3 Retail, Office, Service
South: R-4 Single Family Residence
East: R-4 Single Family Residential
West: 0-2 Limited Office; R4 SPR

Proposed zoning and land use: B-1 (unchanged) with Special Use Permit

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

☐ Site Plan Disapproval 11-604
☐ Design Review Permit 11-605E
☐ Exterior Appearance 11-606E
☑ Special Use Permit 11-602E
Special Use Requested: Fitness Facility with Retail Sales of Fitness Equipment and nutrition supplements.

☑ Map and Text Amendments 11-601E
Amendment Requested: To allow small (<3,000 sf) fitness facility as special use in B-1 District.

☐ Planned Development 11-603E
☐ Development in the B-2 Central Business District Questionnaire
# TABLE OF COMPLIANCE

Address of subject property: 777 N. York Rd

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

<table>
<thead>
<tr>
<th></th>
<th>Minimum Code Requirements</th>
<th>Proposed/Existing Development</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Lot Area</strong></td>
<td>B-1  6,250</td>
<td>161,172</td>
</tr>
<tr>
<td></td>
<td>B-2  2,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B-3  6,250</td>
<td></td>
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<tr>
<td><strong>Minimum Lot Depth</strong></td>
<td>B-1  125'</td>
<td>North 275' / South 474'</td>
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<tr>
<td></td>
<td>B-2  125'</td>
<td></td>
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<tr>
<td></td>
<td>B-3  125'</td>
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</tr>
<tr>
<td><strong>Minimum Lot Width</strong></td>
<td>B-1  50'</td>
<td>431'</td>
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<tr>
<td></td>
<td>B-2  20'</td>
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<td></td>
<td>B-3  50'</td>
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<tr>
<td><strong>Building Height</strong></td>
<td>B-1  30'</td>
<td>26'-7&quot;</td>
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<tr>
<td></td>
<td>B-2  35'</td>
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<td></td>
<td>B-3  30'</td>
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<tr>
<td><strong>Number of Stories</strong></td>
<td>B-1  2</td>
<td>2</td>
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<tr>
<td></td>
<td>B-2  3</td>
<td></td>
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<tr>
<td></td>
<td>B-3  2</td>
<td></td>
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<tr>
<td><strong>Front Yard Setback</strong></td>
<td>B-1  25'</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B-2  0'</td>
<td>25'</td>
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<tr>
<td></td>
<td>B-3  25'</td>
<td></td>
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<tr>
<td><strong>Corner Side Yard Setback</strong></td>
<td>B-1  25'</td>
<td></td>
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<tr>
<td></td>
<td>B-2  0'</td>
<td>25'</td>
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<tr>
<td></td>
<td>B-3  25'</td>
<td></td>
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<tr>
<td><strong>Interior Side Yard Setback</strong></td>
<td>B-1  10'</td>
<td></td>
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<tr>
<td></td>
<td>B-2  0'</td>
<td>10'</td>
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<tr>
<td></td>
<td>B-3  10'</td>
<td></td>
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<tr>
<td><strong>Rear Yard Setback</strong></td>
<td>B-1  20'</td>
<td></td>
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<tr>
<td></td>
<td>B-2  20'</td>
<td>20'</td>
</tr>
<tr>
<td></td>
<td>B-3  20'</td>
<td></td>
</tr>
<tr>
<td><strong>Maximum Floor Area Ratio (F.A.R.)</strong>*</td>
<td>B-1  .35</td>
<td>40,338/161,172 = 0.25</td>
</tr>
<tr>
<td></td>
<td>B-2  2.5</td>
<td>Orig bldgs 40,170 sq ft</td>
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<tr>
<td></td>
<td>B-3  .50</td>
<td></td>
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<tr>
<td><strong>Maximum Total Building Coverage</strong>*</td>
<td>B-1  N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>B-2  80%</td>
<td>N/A</td>
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<td></td>
<td>B-3  N/A</td>
<td>N/A</td>
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<tr>
<td><strong>Maximum Total Lot Coverage</strong>*</td>
<td>B-1  90%</td>
<td>N/A</td>
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<tr>
<td></td>
<td>B-2  100%</td>
<td>90%</td>
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<tr>
<td></td>
<td>B-3  90%</td>
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<tr>
<td><strong>Parking Requirements</strong></td>
<td>1/200net</td>
<td>Existing 247</td>
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<td></td>
<td>181 required</td>
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</table>

Parking front yard setback  
Parking corner side yard setback  
Parking interior side yard setback  
Parking rear yard setback  
Loading Requirements  
Accessory Structure Information (height)  
  15'  15'  15'

* Must provide actual square footage number and percentage.

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

The Applicant certifies and acknowledges and agrees that:

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

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

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.

2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.

3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.

4. Location, size, and arrangement of all outdoor signs and lighting.

5. Location and height of fences or screen plantings and the type or 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 11-901D of the Village of Hinsdale Zoning Code as amended April 25, 1989.


On the 27th day of May, 2012, we have read the above certification, understand it, and agree to abide by its conditions.

[Signature of Applicant or Authorized Agent]

Daily Spark Hinsdale, Inc.
Name of Applicant or Authorized Agent

[Signature of Applicant or Authorized Agent]

by Kyle Hoffman, its President
Name of Applicant or Authorized Agent

SUBSCRIBED AND SWORN
to before me this 27th day of May, 2012.

[Signature of Notary Public]
Notary Public

[Seal of Notary Public]
VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Cathleen M. Keating, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on ____________________.

Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By: 

Name: Cathleen M. Keating

Address: 2215 York Road, Suite 550, Oak Brook, IL 60523

Subscribed and sworn to before me

This 27th day of April 2012.

By: 

Notary Public
COMMUNITY DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT CRITERIA

VILLAGE OF HINSDALE  FOUNDED IN 1873

Must be accompanied by completed Plan Commission Application

Address of proposed request:  777 N. York Road. Suites 5 & 6

Proposed Special Use request:  2,700 sf Fitness Facility

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

REVIEW CRITERIA

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

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

1. Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

   The proposed use, a 2,700 SF fitness facility, will promote health and wellness of Hinsdale residents.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

   The proposed use is compatible with other uses in Gateway Square and is of a size which fits the neighborhood character of the Gateway Square shopping center. It will enhance public health.
3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations. The surrounding areas are fully developed with a range of retail, offices, service and residential uses. A small fitness center will serve the neighborhood and be used by residents of Hinsdale.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Gateway Square is a fully developed shopping center with adequate streets, utilities, drainage, and other public facilities and services.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

Patrons will utilize the fitness facility from 6:00 am until 8:00 pm. The capacity of the facility (15-20) is such that its employees and customers will not create large traffic volumes.

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

No new construction; all interior improvements to Suites 5 and 6 at Gateway Square.

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

Small fitness centers such as that proposed are not currently authorized in B-1 District. Applicant has simultaneously filed an Application for a Zoning Text Amendment to authorize small fitness facilities as special uses in District B-1.

8. Special standards for specified special uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

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

*Public benefit.* Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

The proposed fitness center will provide athletic training and fitness services for Hinsdale residents in an area where these services are not currently provided.

*Alternate locations.* Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Applicant has spent months evaluating other locations and believes this location is the best place in Hinsdale which to locate the business.

*Mitigation of adverse impacts.* Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

N/A- no new construction
REQUEST FOR BOARD ACTION

<table>
<thead>
<tr>
<th>AGENDA SECTION NUMBER</th>
<th>ZONING &amp; PUBLIC SAFETY</th>
<th>ORIGINATING DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM NUMBER</td>
<td>Ambulance Purchase</td>
<td>APPROVED</td>
</tr>
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<td>Chief Rick Ronovsky</td>
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SUMMARY OF REQUESTED ACTION

On April 26th, the Fire Department went out for bids for our replacement ambulance. The FY 2012-2013 Capital Budget included $225,000 for this replacement - $110,000 of this was a donation from the Edens project. On May 9th, the bid process was closed after receiving 4 bids. The bids were opened and the results are 1) Horton Of Illinois - $177,927, 2) Fire Service/Road Rescue - $185,494, 3) Foster Coach/Medtec - $189,357, and 4) North Central/Braun - $193,771. Bidders also were instructed to include trade in value of the current ambulance and listed several options in the purchase. The above figures reflect the bid amount with the trade in value and selected options.

Department members reviewed the bids received as well as the exceptions taken to those specifications. Members reviewing specifications recommend to me that Foster Coach/Medtec has met the specifications with minimal exceptions. The exceptions have acceptable alternatives and after clarification will not impact our day to day operations. While Foster Coach/Medtec is not the lowest bidder, the two lowest had critical exceptions to the requested specifications and their alternatives were not acceptable to the review Committee. In addition, warranty information provided indicates Foster Coach/Medtec has a warranty that is more acceptable than the other bidders.

While not part of the ambulance specifications, the purchase of a new stretcher for this ambulance was planned. Staff researched the two manufacturers and received prices for each of their units. Members recommended to me the Stryker Power Pro Ambulance Cot as they find it is a superior unit to the other manufacturer, it carries the UL certification and has the endorsement of our workman’s compensation carrier.

Purchase of both of these items totals $202,479 which is under the FY Capital Budget figure of $225,000. At this time, I recommend the following:

MOTION #1: To recommend to the Village Board to award Foster Coach/Medtec, the lowest responsible bidder, the contract for the purchase of one 2012 Type I Modular Ambulance in the amount of $189,357.

MOTION #2: To recommend to the Village Board to purchase a Power Pro Ambulance Cot from the Stryker EMS Corporation in the amount of $13,122.

STAFF APPROVALS

<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>APPROVAL</th>
<th>APPROVAL</th>
<th>APPROVAL</th>
<th>MANAGER’S APPROVAL</th>
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COMMITTEE ACTION:

This was approved unanimously at the May 21, 2012 meeting of the ZPS Committee.

BOARD ACTION:
MEMORANDIUM

May 16, 2012

TO: Robert Saigh, Chairman  
Zoning & Public Safety Committee

FROM: Rick Ronovsky, Fire Chief

REF: Ambulance Purchase

On May 9th, the bid process for the purchase of our new ambulance was closed and the four bids that were received were opened. Lt. Carlson and I were present in the Village Hall to open the four bids. There were three bidders that were also present – North Central/Braun, Fire Service/Road Rescue, and Horton of Illinois. The four bids that were received are as follows:

<table>
<thead>
<tr>
<th></th>
<th>N.Central/Braun</th>
<th>Foster/Medtec</th>
<th>Road Rescue</th>
<th>Horton</th>
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</thead>
<tbody>
<tr>
<td>Ambulance</td>
<td>$195,622</td>
<td>$186,757</td>
<td>$180,494</td>
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<td>Options</td>
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<td>$10,100</td>
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<td>Trade In</td>
<td>$11,000</td>
<td>$7,500</td>
<td>$8,000</td>
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<td>Total</td>
<td>$193,771</td>
<td>$189,357</td>
<td>$185,494</td>
<td>$177,927</td>
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Fire Department personnel, who comprised the committee to develop specifications and review them, evaluated all the specifications that were received. As part of the review process they reviewed the warranties that are available from each bidder. Warranty information is as follows:

<table>
<thead>
<tr>
<th></th>
<th>N.Central/Braun</th>
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<th>Horton</th>
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</thead>
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<tr>
<td>Electrical</td>
<td>7 years</td>
<td>Lifetime</td>
<td>7 years</td>
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<td>Paint</td>
<td>5 years</td>
<td>10 years</td>
<td>Not Given</td>
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<tr>
<td>Conversion</td>
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<td>3 years</td>
<td>3 years</td>
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</table>

Committee members recommended to me that we reject the two lowest bid prices. The second lowest bidder (Fire Service/Road Rescue) took critical exceptions in the patient care area of the ambulance including a substitution of the counter top and cabinet design that our committee specified. Road Rescue manufactured our 2005 model ambulance and we have experienced numerous faults in the workmanship and reliability in electrical systems, paint, and air conditioning systems that has caused the vehicle to be out of service and repaired numerous times.

The lowest bidder (Horton of Illinois) also took critical exceptions to the patient care area of the ambulance similar to the second lowest bidder. Committee members felt that these were critical and would affect the day to day operations.
The highest bidder (North Central/Braun) also took critical exceptions in the specifications; one of those being in the length of the ambulance module. Coupled with being the highest bidder, our committee members eliminated this bidder from consideration.

The committee recommended to me Foster Coach/Medtec as the bidder of choice. While they also took some exceptions to the specifications, all of the exceptions were not critical and the alternatives were acceptable to the committee. There were some added values items found like an interior head room in the patient care area that was higher specified. In addition, their warranty was exceeds the others.

While they are not the lowest total bidder, they are the bidder that meets the specifications for the ambulance that we looking for.

**New Stretcher for the Ambulance:**

A new patient transport stretcher, while not part of the ambulance specifications, was intended to be purchased. The current stretcher we are using was purchased in early 2005. This would make it seven years old. While this unit has been regularly maintained, we have been exploring new technology in this area. A couple of years back stretcher manufacturers developed units that require less manual lifting. The lifting is aided by a motor that lifts the stretcher (with and without a patient on it) to the desired height and then the unit can be wheeled and placed into the ambulance. Initially, there were some issues with the reliability of these units but those have been worked out and Fire Departments and Ambulance providers that are using them now have seen positive results. Our workman’s compensation carrier (IRMA) endorses the use of these units and indicates that they have resulted in less back and lifting related injury claims.

There are two manufacturers of these units – Stryker EMS and Fern-Washington, Inc. Department personnel have had the opportunity to work with the Stryker model. Stryker is the manufacturer of the stretchers that we currently use and they are also the recommended vendor by IRMA. Their product is clearly superior to the Ferno-Washington model and carries the guarantees, endorsements and UL certifications that the Ferno-Washington model does not.

With the ambulance bid prices coming back favorably, I recommend that we purchase a replacement patient transport stretcher from Stryker EMS for the new ambulance. A quotation from Stryker EMS is enclosed with a price of $13,122.00.

The purchase of both the ambulance at $189,357 and the stretcher at $13,122 totals $202,479 and is well within the budgeted amount of $225,000.
DATE  June 1, 2012,

AGENDA SECTION  ACA
ORIGINATING DEPARTMENT  Finance

ITEM  Accounts Payable
APPROVED  Assistant Village Manager/Director of Finance

At the meeting of June 05, 2012 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of May 12, 2012 through June 01, 2012 in the aggregate amount of $1,561,890.02 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

APPROVAL  APPROVAL  APPROVAL  APPROVAL  MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION:
VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1524

FOR PERIOD May 12, 2012 through June 01, 2012

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $1,561,890.02 has been reviewed and approved by the below named officials.

APPROVED BY  DATE 6/1/12
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 7/3/12
VILLAGE MANAGER

APPROVED BY  DATE
VILLAGE TRUSTEE
### Village of Hinsdale
### Warrant # 1524
### Summary By Fund

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<td>259,528.38</td>
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## Village of Hinsdale
### Schedule of Bank Wire Transfers and ACH Payments
#### 1524

<table>
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<tr>
<th>Payee/Date</th>
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**Total Bank Wire Transfers and ACH Payments** 259,528.38

**Total Regular Checks, Pension Checks and Wire Transfers/ACH Payments** 1,561,890.02
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GRAND TOTAL: 1,302,361.64
REQUEST FOR BOARD ACTION

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<th>Community Development</th>
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<td>ITEM</td>
<td>Woodlands Phase 1 Infrastructure Improvements</td>
<td>APPROVAL</td>
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<td>Village Engineer</td>
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On May 31, 2012, five bids were received for the Woodlands Phase 1 Infrastructure Improvement Project. Our engineering consultant, HR Green, has reviewed the bids and has verified that the lowest, qualified bidder, PirTano Construction Company, Inc., is technically capable and manpower/equipment sufficient for performing the work.

The construction budget for the project is $5,075,000.00.
The engineer’s estimated cost for the project is $4,829,939.00.
PirTano’s construction bid is $4,545,000.00

A bid summary is attached. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done.

Roads to be reconstructed include:
- **Seventh Street** County Line Road to Harding
- **Cleveland Road** Seventh to Woodland Avenue
- **McKinley Lane** Seventh to Woodland Avenue
- **Taft Road** Seventh to Woodland Avenue
- **Wilson Lane** Seventh to Woodland Avenue
- **Harding Road** Seventh to Woodland Avenue

The following motion is presented for the Board of Trustees’ consideration:

**Motion:** To Award the Woodlands Phase 1 Infrastructure Improvement Project to PirTano Construction Company, Inc. in the Amount Not to Exceed $4,545,000.00.

<table>
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<th>APPROVAL</th>
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COMMITTEE ACTION:

BOARD ACTION:
May 31, 2012

Mr. Daniel M. Deeter, P.E.
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489

Re: Infrastructure Improvements for the Woodlands – Phase I
HR Green No.: 87100438

Dear Mr. Deeter:

Attached please find the tabulation sheet for the bids accepted on May 31, 2012 for Infrastructure Improvements for the Woodlands – Phase I. We have verified that PirTano Construction Company, Inc. is the low bidder and recommend the Village accept their bid of $4,545,000.00.

If you have any questions or need additional information please call me at 815-462-9324 or on my direct line at 815-320-7125.

Sincerely,

[Signature]

T. Scott Creech, P.E.
Senior Project Manager

TSC/vp

\\hrgnls\data\87100438\Design\Bid\Nr-053112-Low_bid_recommendation.doc
# Bidders List

**Project:** The Woodland Phase 1 – Hinsdale, IL

**Section:**

**Bid Opening Date:** Tuesday, 5/29/12
**REV.** Thursday, 5/31/12

**Time:** 11:00 am

**HR Green Job No.:** 87100438

**Is Prequalification Required?** YES

**Plan Deposit if Required:** $100.00

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<th>Bidders</th>
<th>Phone and Fax</th>
<th>Date Picked Up/ shipped</th>
<th>Cert. of Eligibility Provided (Y/N)</th>
<th>Apprenticeship or Training Cert. Provided</th>
<th>Bid Bond Provided</th>
<th>Addendum 1, 2 &amp; 3</th>
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<td>Construction Software Technologies, Inc. 4500 Lake Forest Dr., Ste 502 Cincinnati, OH 45242 <a href="mailto:chicagopr@isqft.com">chicagopr@isqft.com</a></td>
<td>513-645-8004 866-570-8187</td>
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<td>Martam Construction 1200 Gasket Drive Elgin, IL 60120 <a href="mailto:jerry@martam.com">jerry@martam.com</a></td>
<td>847-608-6800 847-608-6804</td>
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<td>847-526-5457 847-526-4204</td>
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<td>$420,000.00</td>
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**Total** $1,693,500.00
MEMORANDUM

Date: May 31, 2012

To: President Cauley & Board of Trustees

From: David Cook, Village Manager

RE: Oak Street Bridge Update

At Tuesday’s Board meeting, representatives from Clark-Dietz will be in attendance to provide an update on the design status of the Oak Street Bridge Project. Design features and alternatives were recently discussed at a Community Working Group meeting. Based on feedback from that meeting, the design has been revised to minimize the impact on the surrounding area and to maintain the residential feel of the area.

A representative from the IL department of Transportation will also be in attendance to answer any questions related to IDOT requirements.
Attached for the Board’s consideration is the “Amended and restated Village Manager Employment Agreement”. If the Board concurs with the agreement, the following motion would be appropriate:

**Motion:** To move approval of the “Amended and Restated Village Manager Employment Agreement”
Village of Hinsdale

Amended and Restated Village Manager Employment Agreement

This Agreement is made and entered into as of June 5, 2012, (the “Effective Date”) by and between the Village of Hinsdale, an Illinois municipal corporation (the “Village”) and David Cook (the “Employee”) as follows:

Recitals

WHEREAS, the Village and Employee previously entered into that certain Village Manager Employment Agreement dated as of March 7, 2006, which was amended by agreements dated April 3, 2007, April 15, 2008 and May 19, 2009 (such agreement, as amended, being sometimes referred to herein as the “Prior Agreement”); and

WHEREAS, the Village and Employee wish to amend and restate the Prior Agreement in its entirety, thereby terminating the Prior Agreement and replacing the Prior Agreement with the terms of provisions of this Agreement.

NOW, THEREFORE, in consideration of the exchange of mutual covenants provided for herein and for other good and valuable consideration, the parties hereto agree that the Prior Agreement shall be, and hereby is, terminated, and the following terms and conditions shall constitute the entire agreement between the parties pertaining to the employment by the Village of Employee.

Section 1: Term

The Employee’s employment shall be at the will and desire of the President and Board of Trustees of the Village (the “Board of Trustees”). This Agreement shall be for a term commencing as of April 1, 2012 and terminating on April 30, 2013, subject to the termination provisions set forth in Section 9 of this Agreement.

Any extension of this Agreement, if any, shall be on such terms as may be agreed to by the Employee and the Board of Trustees, each in their respective discretion, and shall be effective only upon being embodied in a written agreement signed by both parties.

Section 2: Employment; Duties and Authority

The Village hereby employs the Employee as Village Manager. The Employee shall perform the functions and duties of the Village Manager specified in Article 1-8A of the Village Code of Hinsdale and such other functions and duties as are properly assigned by the Board of Trustees.
Section 3: Compensation

A. Salary: The Village shall pay the Employee a salary annualized as $203,513.75 effective April 1, 2012, payable in installments in accordance with the Village’s regular payroll and as may be adjusted in accordance with Subsection B of this Section.

B. Salary Adjustments; Bonuses: It is not anticipated that any bonus will be paid to Employee beyond the aforesaid salary, and any bonus, if any, shall be at the discretion of the Board of Trustees.

Section 4: Health and Life Insurance Benefits

A. Health Insurance: The Village shall provide, and pay the premiums for, health insurance for the Employee and his dependents the same as provided to other employees of the Village.

B. Life Insurance: The Village shall purchase, and pay the premiums for, term life insurance in the amount of $500,000 for the term of this Agreement, naming the Employee as the beneficiary of the insurance policy.

Section 5: Vacation; Sick Leave; Disability Leave

A. Sick Leave: On the Effective Date, the Employee shall be credited with accumulated sick leave in the amount of 469.99 hours. The Employee shall be entitled to use, accumulate, carry over, and be compensated for sick leave days in accordance with the Village’s personnel manual, as it applies to the most senior employees and as it may be amended from time to time.

B. Vacation: On the Effective Date, the Employee shall be credited with accumulated vacation in the amount of 279.31 hours. The Employee shall be eligible as of the Effective Date to receive credit for paid vacation leave at the rate applicable to the most senior employees as set forth in the Village’s personnel manual. The Employee shall be entitled to use, accumulate, carry over, and be compensated for vacation days in accordance with the Village’s personnel manual, as it applies to the most senior employees and as it may be amended from time to time.

C. Long-Term Disability Leave Bank: As of the Effective Date, the Employee shall have access to a bank of 30 days of disability leave to be used in the case of a serious medical condition causing long-term disability. This disability leave bank can be used only to provide coverage during the waiting period between the onset of the disabling
illness and the point at which disability insurance coverage commences. This disability leave bank shall be refreshed to 30 days after each occurrence of a long-term disability.

Section 6: Automobile

The Employee shall be assigned a Village-owned automobile, which shall be the automobile being used by the Employee as of the Effective Date. The Employee may use the automobile for Village business and reasonable personal use. The Village shall pay for insuring, maintaining, and servicing the automobile and for fuel in an amount reasonably estimated to be used for Village business. The automobile shall be replaced in accordance with the Village’s fleet maintenance program.

Section 7: Retirement Plans

A. IMRF: The Employee is enrolled in the Illinois Municipal Retirement System (the “IMRF”). The Village shall pay to the IMRF the employer’s share of the Employee’s required contributions.

B. ICMA-RC: The Employee participates in the ICMA Retirement Corporation (the “ICMA-RC”) supplementary retirement plan. In addition to the IMRF, the Village shall execute all necessary agreements provided by the ICMA-RC or other, similar Section 457 deferred compensation plan for the Employee’s continued participation in that supplementary retirement plan, and the Employee shall have the option to defer amounts of his base salary paid by the Village into such a designated retirement plan at the Employee’s option, as permitted under federal and State law.

Section 8: General Business Expenses

A. Associations, Organizations: In accordance with the Village’s personnel manual as it may be amended from time to time, the Village shall budget for and pay professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, State of Illinois, and local associations and organizations desirable for the Employee’s continued professional participation, growth, and advancement and for the good of the Village. The Board of Trustees may review the associations and organizations from time to time to assure they are appropriate for the Employee’s continued professional participation, growth, and advancement and for the good of the Village.

B. Official Travel, Meetings: In accordance with the Village’s personnel manual as it may be amended from time to time, the Village shall
budget for and pay travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Village, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member.

C. Education, Development: In accordance with the Village’s personnel manual as it may be amended from time to time, the Village agrees to budget for and pay travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee’s professional development and for the good of the Village. The Board of Trustees may review the courses, institutes, and seminars from time to time to assure they are appropriate for the Employee’s continued professional development and for the good of the Village.

D. Miscellaneous Expenses: The Village recognizes that certain expenses of a non-personal, but job-related, nature are incurred by the Employee, and the Village agrees to pay or reimburse such general expenses. The Village’s Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. Civic Organizations: The Village shall pay for the reasonable membership fees and dues to enable the Employee to become an active member in appropriate local civic clubs and organizations.

F. Technology: The Village shall provide the Employee with a cellular telephone and a laptop computer for Village business matters.

Section 9: Termination

A. Termination of At Will Employment. The Employee’s employment is at the will and desire of the Board of Trustees, and the Board of Trustees may terminate the Employee’s employment at any time with or without cause.

B. Cause for Termination. For purposes of this Agreement, the term “cause for termination” shall mean:

   (i) A material breach of this Agreement,
   (ii) Conviction of any felony or any crime involving moral turpitude,
(iii) Knowing failure, past or present, to take appropriate steps in response to violations of the Village's anti-discrimination and anti-harassment policies,
(iv) Substantial and repeated wrongful acts or omissions in the performance of the functions and duties of Village Manager,
(v) Substantial and repeated use of abusive language, attitude, or conduct while engaged in Village business,
(vi) Repeated violations of standards and responsibilities set in the Village’s personnel manual,
(vii) Violation of the Village’s anti-discrimination and anti-harassment policies,
(viii) Intoxication or use or possession of un-prescribed drugs during business hours or while engaged in Village business,
(ix) Theft, misappropriation, or willful or intentional destruction of Village property,
(x) Solicitation of gifts, bribes, or other valuable things for personal gain or other corrupt practices during business hours or relating to Village business,
(xi) Substantial abuse of leave privileges,
(xii) Excessive or chronic absenteeism or tardiness.

C. **Termination Without Cause Prior to April 30, 2013.** If the Employee is terminated by the Village prior to April 30, 2013, or resigns prior to April 30, 2013 following an offer of the Board of Trustees to accept his resignation, at such time as the Employee is willing and able to perform his duties under this Agreement and there is no cause for termination, then the Employee shall be entitled to the following severance benefits:

(i) A lump sum payment of money equal to 12 months of the Employee’s current salary.

(ii) Health insurance as provided in Subsection 4A of this Agreement at the Village’s expense for 12 months.

(iii) Life insurance as provided in Subsection 4B of this Agreement at the Village’s expense for 12 months.

(iv) Accrued sick leave, vacation days, and benefits in accordance with the Village’s personnel manual as it may be amended from time to time.

D. **Termination For Cause.** If the Employee is terminated and there is cause for termination, then the Village shall have no duty or obligation of any kind to pay severance benefits. Prior to the Employee being terminated for cause, the Employee shall have the opportunity to be
heard by the Board of Trustees. The Board of Trustees shall give notice to the Employee of its consideration of termination for cause, and the opportunity to be heard shall be scheduled as soon as practicable thereafter, but in any event within 14 days after notice is given.

E. **Expiration of this Agreement.** If upon expiration of the term of this Agreement:

(i) The Board of Trustees offers Employee an extension of this Agreement, or a new extended term Agreement upon terms not less than substantially and materially similar to the terms hereof, and Employee rejects said offer, Employee shall be deemed to have resigned his position pursuant to Section 10 of this Agreement and shall be entitled only to the benefits provided under said Section 10; or

(ii) The Board of Trustees does not offer Employee an extension of this Agreement, or any extended term Agreement not less than substantially and materially similar hereto, Employee shall be entitled to one, but only one, of the following severance benefits:

A. To continue to work in his current position with any and all benefits under this Agreement for a period of six (6) months after said expiration date, at the end of which period Employee shall be deemed terminated and this Agreement shall be of no further force and effect, and the Employee shall be entitled only to benefits in accordance with the Village’s personnel manual as it may be amended from time to time; or

b. A lump sum severance payment of money equal to six (6) months of the Employee’s current salary, plus: 1) health insurance as provided in Subsection 4A of this Agreement and life insurance as provided in Subsection 4B of this Agreement, both for a period of six (6) months from the date of expiration and both at the Village’s expense, and 2) accrued sick leave, vacation days and benefits in accordance with the Village’s personnel manual as it may be amended from time to time; or

c. Any combination of paragraphs a and b above that together would constitute six (6) months of compensation and benefits under this Agreement.
The option of which of the severance benefits, a, b or c above, shall be awarded to the Employee shall be at the sole discretion of the Board of Trustees; provided, however, that if the Board of Trustees elects for a period of continued employment under option a or option c, above, the Employee must give his consent to continue employment by the Village for longer than three months, and his consent shall not be unreasonably withheld. For the avoidance of any doubt, if the Board of Trustees elects under a or c above to have the Employee continue to work for more than three months following the expiration of this Agreement, the Employee shall work for at least three months, or forfeit all other severance benefits under this provision; however, if the Employee has a good faith basis for declining to continue to work after three months, the Employee shall receive severance benefits for the balance of the six months that he did not continue to work for the Village following the expiration of this Agreement.

Section 10: Resignation

If the Employee voluntarily resigns his position with the Village, then the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise. The Employee, if he voluntarily resigns, shall be entitled only to those benefits provided in the Village's personnel manual as it may be amended from time to time.

Section 11: Performance Evaluation

The Village shall review the performance of the Employee annually in February. The Village and the Employee shall establish the process, form, criteria, and format for the evaluation, which may include collection and consideration of information and feedback from village employees and other persons with whom the Employee has had repeated or extensive contact during the course of his duties and review of policies and documents prepared by or at the direction of the Employee. The evaluation process shall include, among any other things, the opportunity for both parties to (a) establish goals and objectives for the coming year, (b) prepare a written evaluation including the review of goals and objectives from the past year, (c) meet and discuss the evaluation, and (d) present a written summary of the evaluation results. The final written summary of the evaluation should be completed and delivered to the Employee within 30 days after the evaluation meeting.

Section 12: Hours of Work

Because of the nature of the Village's operations, the Employee often must be engaged in Village business outside of normal office hours. In recognition of that time, the Employee shall have flexibility to establish an appropriate work schedule
so long as the duties and responsibilities of his position are being properly performed.

Section 13: Outside Activities

The employment as Village Manager as provided by this Agreement shall be the Employee's principal and sole employment, with the exception of dog show judging. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Village and the community, the Employee may accept limited teaching, consulting, or other business opportunities with the prior approval of the Board of Trustees and with the understanding that no such arrangement shall constitute interference with or a conflict of interest with the Employee's responsibilities under this Agreement.

Section 14: Bonds

The Village shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

The Village, with the agreement of the Employee, may fix other terms and conditions of employment for the Employee as the Village determines are appropriate from time to time.

Section 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. Notice to the Village: Village President
   Village of Hinsdale
   19 East Chicago Avenue
   Hinsdale, Illinois 60521

B. Notice to the Employee: David Cook
   Village Manager
   Village of Hinsdale
   19 East Chicago Avenue
   Hinsdale, Illinois 60521

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice with the United States Postal Service.
Section 17: General Provisions

A. Integration: This Agreement includes the entire understanding between the Village and the Employee relating to the employment of the Employee by the Village. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The Village and the Employee, by mutual written agreement, may amend this Agreement during the life of this Agreement. Each such amendment shall be incorporated into and made a part of this Agreement.

B. Binding Effect: This Agreement shall be binding on the Village and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date: June 5, 2012.

D. Severability: The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. If any provision of this Agreement is held to be invalid, then the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Village of Hinsdale: 

__________________________
Tom Cauley
Village President

Employee:

__________________________
David Cook

ATTEST:

__________________________
Christine Bruton
Village Clerk