

**VILLAGE OF LA GRANGE**  
**PUBLIC HEARING AND VILLAGE BOARD MEETING**

**MONDAY, APRIL 13, 2015**

**7:30 p.m.**

**Village Hall Auditorium**  
**53 South La Grange Road**  
**La Grange, IL 60525**

**Thomas E. Livingston**  
**Village President**

**John Burns**  
**Village Clerk**

VILLAGE OF LA GRANGE  
PUBLIC HEARING AND BOARD OF TRUSTEES REGULAR MEETING

Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

AGENDA

Monday, April 13, 2015 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

*Trustee Holder  
Trustee Kuchler  
Trustee Langan  
Trustee McCarty  
Trustee Nowak  
Trustee Palermo  
President Livingston*

2. PUBLIC HEARING – FY 2015-16 Operating and Capital Improvements Budget:  
*Referred to President Livingston*

3. PRESIDENT'S REPORT

*This is an opportunity for the Village President to report on matters of interest or concern to the Village.*

A. Oath of Office – Police Sergeant Steve Ljubenko

B. Proclamation – Arbor Day in La Grange, Friday, April 24, 2015

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

*This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*

5. OMNIBUS AGENDA AND VOTE

*Matters on the Omnibus Agenda will be considered by a single motion and vote because they already have been considered fully by the Board at a previous meeting or have been determined to be of a routine nature. Any member of the Board of Trustees may request that an item be moved from the Omnibus Agenda to Current Business for separate consideration.*

A. Ordinance – Creating a Class B Liquor License, Shakti Chicago Corporation d/b/a 7-Eleven, 6 East 47<sup>th</sup> Street

- B. Ordinance – Amending Various Sections of the La Grange Code of Ordinances Related to the Sales and Service of Alcoholic Liquor
- C. Resolution – Ratification of Collective Bargaining Agreement Between the Village of La Grange and the International Association of Firefighters
- D. Resolution – Budget Amendments – Fiscal Year Ending April 30, 2015
- E. Engineering Services Agreement – Inspection of Opus Redevelopment at Northeast Corner of Ogden Avenue and La Grange Road
- F. Professional Services Agreement – Municipal Engineering Services
- G. Award of Contract – 2015 50/50 Sidewalk Replacement Program
- H. Resolution – Request to Close La Grange Road / Pet Parade
- I. Ordinance – Disposal of Surplus Property / Miscellaneous Personal Property
- J. Consolidated Voucher 150413
- K. Minutes of the Village of La Grange Board of Trustees Special Meeting, Saturday, March 14, 2015 – Budget Workshop
- L. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, March 23, 2015

6. CURRENT BUSINESS

*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*

- A. Ordinance – Variation – Maximum Building Coverage / Kelly & Paul Rogan, 737 S. Madison Avenue: *Referred to Trustee McCarty*
- B. Special Event – La Grange Business Association “Ahhh! La Grange” Carnival: *Referred to Trustee Kuchler*

- C. Ordinances – Proposed Increases in Local Non-Home Rule Sales Tax; Utility Tax; Simplified Telecom Tax and Sewer Rate; Repeal Food & Beverage Tax (Funding Plan for Sewer Improvements):  
*Referred to Trustee Nowak*
- D. Ordinance – Proposed Increase in the Village’s Water Rate:  
*Referred to Trustee Nowak*
- E. Resolution – Approving the FY 2015-16 Operating and Capital Improvements Budget: *Referred to Trustee Nowak*
- F. Ordinance – Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) in an Aggregate Principal Amount Not to Exceed \$14,500,000 for the Purpose of Paying the Costs of Making Certain Improvements to the Village’s Sewer System (Said Bonds Being General Obligations Bonds For Which Real Property Taxes, Unlimited As To Rate Or Amount, May Be Levied, But Which Are Expected To Be Paid From Sales Taxes And Utility Taxes On Electricity, Gas And Telecommunications):  
*Referred to Trustee Nowak*
- G. Resolution – Expressing Official Intent Regarding Certain Capital Expenditures To Be Reimbursed From Proceeds Of An Obligation To Be Issued: *Referred to Trustee Nowak*

7. MANAGER’S REPORT

*This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.*

8. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

*This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.*

9. EXECUTIVE SESSION

*The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.*

10. TRUSTEE COMMENTS

*The Board of Trustees may wish to comment on any matters.*

11. ADJOURNMENT

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The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this

meeting, or who have questions, regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

**PUBLIC HEARING**

**VILLAGE OF LA GRANGE**  
**Finance Department**

**BOARD REPORT**

TO: Village President, Village Clerk, Board of Trustees and  
Village Attorney

FROM: Bob Pilipiszyn, Village Manager,  
Lou Cipparrone, Finance Director

DATE: April 13, 2015

RE: **PUBLIC HEARING — FY 2015-16 OPERATING AND CAPITAL  
IMPROVEMENTS BUDGET**

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In accordance with State statute, the Village Board is scheduled to convene a Public Hearing on Monday, April 13, 2015 at 7:30 p.m. in the La Grange Village Hall Auditorium for purposes of receiving public comment regarding the proposed FY 2015-16 Operating and Capital Improvements Budget.

A notice of the Public Hearing has been posted and published. In addition, copies of the proposed budget document have been made available for public inspection at the Village Hall, the La Grange Public Library and on the Village's website since March 5<sup>th</sup>.

The public hearing represents the conclusion of a seven-month long budget development process. This process began in September 2014 with a series of pre-budget development workshops that included topics such as sewer system improvements and pension funding, consideration of the preliminary property tax levy in November, adoption of the final 2014 property tax levy in December, and then continuing with workshops to discuss capital projects and operating budgets.

Finally, we also note for the public that the budget is a living document. Consequently residents are invited to comment on Village revenues, expenditures, or fiscal policies at any time of the year.

After all oral and written comments have been heard, it would be appropriate for the Village Board to adjourn the Public Hearing. Should any testimony received at the public hearing resonate with the Village Board, the Village Board has the legislative discretion to discuss and amend the Village budget when it is considered for adoption later on in the meeting agenda.

VILLAGE OF LA GRANGE

NOTICE OF PUBLIC HEARING

A public hearing will be held on the proposed Village of La Grange budget for the 2015-16 fiscal year ending April 30, 2016. The public hearing will be held on Monday, April 13, 2015, at 7:30 p.m. in the La Grange Village Hall, 53 S. La Grange Road, second floor auditorium.

All interested citizens attending the public hearing may provide written and oral comments and may ask questions regarding the entire budget for fiscal year 2015-16.

A copy of the entire budget for the Village of La Grange for the year ending April 30, 2016 is available for public inspection in the office of the Village Clerk, 53 S. La Grange Road, La Grange, Illinois, the La Grange Public Library and/or at the Village's website [www.villageoflagrange.com](http://www.villageoflagrange.com).

John Burns  
Village Clerk  
Village of La Grange

**PRESIDENT'S REPORT**

VILLAGE OF LA GRANGE  
Police Department

**BOARD REPORT**

To: Village President, Village Clerk,  
Board of Trustees & Village Attorney

From: Robert J. Pilipiszyn, Village Manager  
Renee Strasser, Acting Chief of Police

Date: April 13, 2015

Re: **OATH OF OFFICE – POLICE SERGEANT STEVE LJUBENKO**

Following the recent restructuring of personnel in the Police Department, Squad leader Steve Ljubenko was promoted by the Board of Fire and Police Commissioners to the rank of Sergeant of Police on March 22, 2015. Steve Ljubenko finished first overall on the promotional assessment center testing process that was conducted in August 2014.

Sergeant Ljubenko is a fifteen year veteran of the La Grange Police Department and began his career with us in August of 1999. He has been serving in the Patrol Division as a Squad Leader for the past ten years.

Over his career, Steve has served as an Investigator, a D.A.R.E. Instructor, a Field Training Officer, a High School Liaison Officer and as the Police Pension Board Secretary. Steve has been recognized for achievements within the Police Department and has been awarded several Unit Citations and two Letters of Commendation. He was involved in several significant police cases as an Investigator including the arrest and conviction of a murder suspect.

Steve is a LaGrange Park Native. He is a graduate of Lyons Township High School and the Virginia Military Institute. He was honorably discharged from the United States Army after 6 years as a Field Artillery Captain. Following his military service, Steve served two years as a Patrol Officer with Chicago Police Department. His desire to serve in the community where he grew-up lead him to his career with the LaGrange Police Department.

Steve continues to advance himself through training and education. He has achieved three major Illinois State Certifications. Steve is an Illinois State Certified Evidence Technician, Juvenile Officer and School Resource Officer. He is also a graduate of the John Reid School of Interviews and Interrogation and North East Multi-Regional Training's First Line Supervisory School. Steve is currently enrolled in an Advanced Supervisory training course at Northwestern University's Center for Public Safety.

Congratulations to Steve on his promotion and we invite him to step forward so that Village Clerk John Burns can administer the Oath of Office.

VILLAGE OF LA GRANGE  
Public Works Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees, and Village Attorney

FROM: Robert Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works  
Don Wachter, Village Forester

DATE: April 13, 2015

RE: **PROCLAMATION - ARBOR DAY IN LA GRANGE, APRIL 24, 2015**

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Attached for your consideration is a Proclamation declaring Friday, April 24, 2015 as Arbor Day in La Grange. It is appropriate for the Village Board to consider this measure for two reasons. First, the Village has been named a Tree City USA by the National Arbor Day Foundation for thirty two consecutive years (through 2014). Official observance of Arbor Day is one of the criteria for receiving this award. Second, it honors the legacy of our founding father, Franklin Cossitt, who planted our first urban forest.

This year, Arbor Day will be celebrated with the students from Seventh Avenue School. A tree will be planted on the grounds of school as part of the celebration. The Arbor Day tree planting ceremony will take place on Friday, April 24<sup>th</sup> at 10:00 am.

It is our recommendation that the Proclamation declaring April 24, 2015 as Arbor Day in La Grange be approved.

VILLAGE OF LA GRANGE

PROCLAMATION

“Arbor Day in La Grange, Friday, April 24, 2015”

WHEREAS, the Village of La Grange is characterized by its stately and tree-lined streets; and

WHEREAS, the Village makes a continual effort to preserve the aesthetic beauty and environmental benefit by appropriate Urban Forestry planning and reforestation; and

WHEREAS the Forestry and Tree Planting Program will continue to be integral parts of the services the Village of La Grange provides to its residents, businesses and schools; and

WHEREAS the Village of La Grange recognizes the interest in and desire for a healthy Urban Forest from the entire community,

NOW, THEREFORE, BE IT RESOLVED that the Village of La Grange does hereby proclaim Friday, April 24, 2015 as it's official Arbor Day Observation, and

THEREFORE, BE IT FURTHER RESOLVED that Arbor Day shall be marked with an Arbor Day tree planting ceremony at 10:00 A.M., Friday, April 24, 2015 at Seventh Avenue School, in recognition of the students' effort to improve our Urban Forest.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

3-B.1

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Village Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager

DATE: April 13, 2015

RE: **ORDINANCE - CREATING A CLASS B LIQUOR LICENSE,  
SHAKTI CHICAGO CORPORATION d/b/a 7-ELEVEN, 6 EAST 47<sup>th</sup>  
STREET**

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The Village has received an application for a Class B Liquor License from the Shakti Chicago Corporation d/b/a 7-Eleven for the 7-Eleven located at 6 East 47<sup>th</sup> Street. It should be noted that this business has held a Class B Liquor License since 2001, however the corporate office is transferring ownership to a new franchisee.

A Class B retail sales liquor license authorizes a grocery store, gourmet food or wine store, or convenience mart to sell at retail beer and wine in their original packaging for consumption off the licensed premises, if those sales are merely incidental to other sales or businesses conducted by the licensee on the same premises.

The Liquor Commission met on Monday, March 9, 2015 to review the application for the Shakti Chicago Corporation. Prior to that meeting, the Village conducted a background investigation of the owners and store manager, which did not produce any information that would preclude the issuance of a liquor license. The Liquor Commission recommended that the Village Board create a Class B license and that the Liquor Commissioner grant that new license to the Shakti Chicago Corporation d/b/a 7-Eleven. As the applicant was interested in closing on March 31, and at the recommendation of the Liquor Commission, a provisional liquor license was issued. That license will become a permanent liquor license if approved by the Board or will expire automatically on April 30, 2015. (A copy of the minutes from that meeting is attached for your reference.) This license will replace 7-Eleven's current Class B license. The total number of liquor licenses in the Village remains unchanged.

Attached for your consideration is a proposed ordinance creating an additional Class B General Retail Sales License for the Shakti Chicago Corporation d/b/a 7-Eleven. Also attached for your information is a list of current liquor license holders by classification.

We recommend that the proposed ordinance be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-15- \_\_\_\_\_

AN ORDINANCE CREATING AN ADDITIONAL  
CLASS B GENERAL RETAIL SALES LIQUOR LICENSE

WHEREAS, Chapter 111 of the La Grange Code of Ordinances provides for a category of liquor license known as a Class B General Retail Sales License; and

WHEREAS, the Class B Retail Sales License authorizes a grocery store, gourmet food or wine store, or convenience mart to sell at retail beer and wine in their original packaging for consumption off the licensed premises, if those sales are merely incidental to other sales or businesses conducted by the licensee on the same premises; and

WHEREAS, the Village received an application for a Class B license from the Shakti Chicago Corporation d/b/a 7-Eleven for the 7-Eleven store at 6 East 47<sup>th</sup> Street; and

WHEREAS, the La Grange Liquor Commission has recommended creation of a new Class B license, and the La Grange Liquor Commissioner has indicated his intention to grant a Class B license for the Shakti Chicago Corporation d/b/a 7-Eleven store if the Board of Trustees create that license; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interest of the Village that a new Class B license be created for the Shakti Chicago Corporation d/b/a 7-Eleven store;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Creation of New Class B Liquor License. The President and Board of Trustees, pursuant to their authority under State law and Section 111.16 of the La Grange Code of Ordinances, hereby increased the number of Class B Liquor Licenses by one additional license. That new license will be added to the record of outstanding and/or available licenses which is kept in the office of the Village Clerk.

Section 3. Effective Date. This Ordinance will be in full and force and effect from and after its passage and approval. This Ordinance shall be published in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

LA GRANGE LIQUOR COMMISSION  
SPECIAL MEETING

53 South La Grange Road  
First Floor Conference Room  
La Grange, IL 60525

Monday, March 9, 2015 – 6:30 p.m.

MINUTES

1. Call to Order and Roll Call

The special meeting of the La Grange Liquor Commission was called to order at 6:35 p.m. by Liquor Commissioner Tom Livingston.

Present and constituting a quorum were Liquor Commissioner Tom Livingston, Commissioner Mark Langan and Commissioner Mark Kuchler

Absent: None

Also present: Village Manager Robert Pilipiszyn, Assistant Village Manager Andrianna Peterson, and Village Attorney Mark Burkland

2. Approval of the Minutes

It was moved by Commissioner Langan and seconded by Commissioner Kuchler to approve the minutes of November 10, 2014, as submitted. The motion carried on a voice vote.

3. Liquor License Request – Shakti Chicago, Inc. d/b/a 7-Eleven.

Commissioner Livingston introduced the applicants and Commission members. Individuals representing the applicants included Chris Jones, Field Consultant for 7-Eleven, Ketan Patel, President; Minal Patel, Secretary; Biren Patel, Manager; and Sue Swanson, licensing consultant. Assistant Village Manager Andrianna Peterson introduced the application from 7-Eleven and noted that although 7-11 has held a liquor license for many years, Shakti Chicago, Inc. is a new franchisee.

Ketan Patel noted his affiliation with 7-Eleven since 2001. Indicating his experience with retail liquor sales, Mr. Patel provided information on locations of the stores he owns and has franchised.

Commissioner Kuchler asked if Mr. Patel had plans to remodel the location and Mr. Patel indicated that potential remodeling is anticipated. Commissioner Kuchler noted a recent tobacco violation under the corporate ownership. Mr. Patel advised that employee training is a high priority for him and that the company also performs its own random checks.

Commissioner Kuchler asked Mr. Patel if his experience with owning liquor stores has resulted in stricter controls at 7-11. Mr. Patel said that 7-11 has strict rules and controls that he has used in his liquor stores. While he would be interested in selling hard liquor at the La Grange 7-11, each store has a different demographic and he understands that the liquor code provides for beer and wine sales only at this time.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the Liquor Commission recommend: (a) that the Village Board of Trustees create one new Class B Liquor License and (b) that the Liquor Commissioner issue that license to the Shakti Chicago Corporation as the new franchise owner of 7-Eleven at 6 East 47<sup>th</sup> Street.

Commissioner Livingston expressed his appreciation of 7-Eleven's continued investment in the Village. Commissioner Livingston stated that the recommendation would be made to the Village Board at either its next regularly scheduled meeting on March 23, 2015 or April 13, 2015.

As the applicant was potentially interested in closing on March 31, the Village Attorney stated that a provisional license could be issued with the concurrence of the Commission. The Commission indicated support to issue the provisional license if necessary.

#### 4. Proposed Liquor Code Amendments

President Livingston stated that a recommended set of amendments to the Liquor Code has been provided for the Liquor Commission's consideration, with the intent of keeping pace with marketplace conditions. He introduced the owners of Vino e Birra (John and Maria Hutzler) as well as Graham Grady and Randall Stevens of Trader Joes. Both businesses have requested amendments to the liquor code.

Staff recommended that the Liquor Commission consider amendments to the Liquor Code in two phases. The first phase includes proposed amendments that would: 1) allow sales of spirits in grocery stores and pharmacies (under specific conditions); 2) allow wine boutiques to conduct off-premises events and increase the number of customers that may be served alcohol during private events on premises; and 3) make housekeeping changes to numerous administrative provisions of the Liquor Code. A second phase of the Commission's review would include proposed amendments relating to service and sales of liquor at public and private events by businesses that do not regularly serve liquor.

Commissioners agreed that the proposed restrictions for liquor sales as a percentage of the square footage of floor space was appropriate in order to control the amount of alcohol sold. Only full service grocery stores and pharmacies would be allowed to sell spirits under specific circumstances.

Commissioners also agreed that it was appropriate for a Wine Boutique to conduct off premise wine tastings which would also include sales of wine for off-premise consumption and to have the ability to host slightly larger events, four times per year. Commissioners also agreed with a

definition of pour size for the sale of wine (8 oz) and beer (12 oz) by the glass and that the total amount of alcohol that could be consumed per person, per day is 24 ounces.

Other proposed amendments to the Liquor Code consisted of mostly housekeeping matters as well as changes related to Class C-1 Food Boutiques, Class D Tasting Licenses, Class G Caterer Licenses and Sellers and Servers Training.

At the conclusion of the discussion, Commissioners agreed that it was appropriate to recommend the Phase I amendments as proposed to the Village Board for approval. Phase II proposed amendments would be presented to the Liquor Commission for consideration at an upcoming meeting.

5. Adjournment

It was moved by Commissioner Langan and seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned. The motion carried on a voice vote and the meeting was adjourned at 7:25 p.m.

Submitted by:  
Andrianna Peterson  
Assistant Village Manager

Date Approved:

5-A.5

**LIQUOR LICENSE HOLDERS - 2014-15**

**NEW CLASS (#O-09-22) Approved 08/10/09 Amended (#O-11-05) Approved 02/28/11**

Class A-1 (\$500)

Restaurant License serving beer and wine only, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Antonino's	701 West Hillgrove Avenue
Armand's Pizzeria	26 S. La Grange Road
Back Alley Burger	1 S. La Grange Road
Fireside Wood Fired Pizza	18 West Harris Avenue
Grapevine	9 West Hillgrove Avenue
Noodles & Company	1 East Burlington Avenue
Q Barbeque	70 South La Grange Road
Smashburger	1 North La Grange Road, #A
Sushi House	120 B West Calendar
Wild Monk	88 South La Grange Road
Yau's Place	110 West Burlington

Class A-2 (\$2,000)

Restaurant License selling a full-line of alcoholic beverages and includes a lounge or bar area, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Adele's Front Room	13 South La Grange Road
Al's Char House	32 South La Grange Road
Aurelio's Pizza	11 West Calendar Avenue
Bacino's	36 South La Grange Road
Casa Margarita	32 South La Grange Road
Chequers	100 West Burlington Avenue
Francesca's	75 South La Grange Road
Kama Indian Bistro	9 South La Grange Road
Lucca's Pizzeria	106 - 108 West Burlington Avenue
Magic Wok	23 West Harris Avenue
La Buona Vita	15 West Calendar Avenue
Nicksons	30 South La Grange Road
Palmer Place	56 South La Grange Road
Santiago's Mexican Cocina	22 West Calendar Avenue
Thipi Thai	25 West Calendar Avenue
Woow Sushi	33 South La Grange Road

Class A-3 (\$1,250)

Restaurant License selling a full-line of alcoholic beverages but includes only a service bar, providing that more than 60% of the revenue is from the sale of food; allows consumption of bring-your-own.

Chipotle Mexican Grill, Inc.	40 North La Grange Road
Omai	50A South La Grange Road
Prasino	93 South La Grange Road

Class B (\$500)

General retail sales of beer and wine incidental to other sales.

DeVries Super Market	806 Arlington
Grapevine	9 West Hillgrove Avenue
7-Eleven	6 East 47th Street
Trader Joe's	25 North La Grange Road
Walgreens	2 North La Grange Road



Class H (\$100)

Bring your own beer and wine other (in meal preparation services stores; in crafts-making stores; in retail stores having a private event or a structured instruction class).

Ceramic Art Café  
Bottle & Bottega

26 South La Grange Road  
1 West Harris Avenue

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11/12/14

5-A.8

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk, and Board of Trustees

FROM: Robert Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager  
Mark Burkland, Village Attorney

DATE: April 13, 2015

RE: **ORDINANCE – AMENDING VARIOUS SECTIONS OF THE  
LA GRANGE CODE OF ORDINANCES RELATED TO THE SALES  
AND SERVICE OF ALCOHOLIC LIQUOR**

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As a part of its routine evaluation of liquor license applications, and in response to inquiries and requests from local business owners resulting from marketplace changes, the Liquor Commission studied several proposed amendments to the Liquor Code over the past several months. Consistent with its objective of providing flexible yet specific liquor regulations that enhance local business competitiveness and success, the Liquor Commission is recommending the following amendments for Village Board approval:

**§ 111.01 Definitions**

The word “drugstore” has been deleted from the definition of “Grocery Store” and a new definition of “Pharmacy” has been inserted. These changes reflect the nature of the businesses we have in La Grange such as Trader Joes, DeVries, and Walgreens.

**§ 111.15(B) Class B Retail Licenses**

The Class B retail license is amended to allow sale of spirits in certain grocery stores and pharmacies of a certain minimum size. Convenience marts remain authorized to sell beer and wine (only) as incidental to other sales. The provisions related to food and wine boutiques have been moved to a separate license category.

Liquor sales in grocery stores and pharmacies are limited in square footage of floor space and remain limited to certain hours of the day. This change is in response to a request from Trader Joes and Walgreens. Both have indicated that the sale of hard liquor is in response to changing consumer tastes and competitive market conditions.

**§ 111.15(C) Speciality Retail Licenses**

The Class C-1 food boutique license is amended to allow for the sale of beer in addition to wine for off-premises consumption. Tastings also are allowed. The explosion of craft beers, especially those brewed in the Chicagoland region, has led to a rapid growth in the

availability of beer in small stores. The Village does not currently have a business in the Class C-1 license category.

The Class C-2 wine boutique license is amended to allow license holders to conduct off-premises tasting events, such as in a retail store that does not itself have a liquor license or in a BYO restaurant or craft-making store. These changes are in response to a request from Vino e Birra, which holds a Class C-2 License. The businesses in which these events would be held must have a liquor license or must secure a Class E Single Event License.

The Class C-2 license now also allows up to 24 guests at a special event, four times a year. This too was a request from Vino e Birra, which desires to host larger tasting events from time to time for more than the current maximum of 16 guests. The Fire Department and Community Development Department have approved this change.

Finally, the pour size for glasses of wine (8 ounces) and beer (12 ounces) sold by the glass have been defined. In addition, and consistent with the Liquor Commission's direction regarding total alcohol consumption at businesses such as a brewery, the total amount of alcohol consumed per day (whether by tastings, sales by the glass, or a combination) has been capped at 24 ounces. Note that, at this time, the 24-ounce limit does not apply to the movie theater license or to a retail cabaret license (which we do not have at this time).

#### **§ 111.15(D) Class D Tasting, Food and Wine Boutique, and Wine Club Licenses**

The Class D Tasting License is amended to reflect businesses that are eligible to hold a tasting license, that is, grocery stores, pharmacies, food boutiques, and wine boutiques. Food and wine boutiques are authorized to conduct tastings under their Class C licenses.

The Class D general conditions have been amended to limit the amount of alcohol consumed at a tasting at a grocery store and pharmacy by not allowing both a wine tasting and a beer tasting on the same day. Food and Wine Boutiques have the same tasting limit, and they may serve no more than a total of 24 ounces of alcohol beverages to a customer in a day, whether through a tasting or sale by the glass.

#### **§ 111.15(E) Class E Business Single Event Licenses**

Changes to this section will be proposed as a part of the second phase of amendments. But, we recommend clarifying amendments as part of phase one in light of commonly asked questions about the requirements of a Business Single Event License.

The Business Single Event License is issued to businesses that do not hold a liquor license, for special events such as a grand opening, special sale, or promotion. There is no charge for the license, but businesses are required to notify the Village and show proof of liquor liability insurance.

The proposed amendments clarify that a certificate of insurance is required, that the Village strongly encourages the use of servers at all times who are trained in alcohol awareness, and that the Village requires the use of servers trained in alcohol awareness when spirits are served.

**§ 111.15(G) Class G Caterer Licenses**

The Class G caterer license is amended to delete the 40 percent maximum limit on revenue from liquor sales. As long as a caterer is properly trained and insured, it is proposed that the balance between food and beverages and the choice of vendors should be the decisions of the customer. Note that a company that merely provides bartenders and alcoholic beverages is not eligible for this license.

**§ 111.23 Issuance of License; Term; Time Limitation**

This section has been amended to make it clear that no liquor license will be issued in the absence of a valid Village business license or in the absence of a certificate of occupancy for premises that are being remodeled under a Village building permit. This amendment addresses the problem of applicants requesting issuance of a liquor license before the business is ready—and approved by the Village—to open. The Village will remain willing to tell an applicant that its license application is in proper order (or even approved), but that issuance will occur only at the appropriate time.

The section also has been amended to allow for the proration of fees for the issuance of a new license when that license will expire within four months after its issuance.

**§ 111.27 Change of Location**

This section has been amended to make clear that a license cannot be moved to a different location, except that the Liquor Control Commissioner can allow a temporary relocation (in the case, for example, of a fire or other disturbance of the licensed premises that can and will be fixed).

**§ 111.65 Sellers and Servers Training**

State law now requires all liquor license holders to have their servers trained in alcohol awareness through the BASSET program or an equivalent program approved by the Illinois Liquor Control Commission. The Village has had this requirement for several years. The amendments proposed to this section amplify the new State law requirements.

The Liquor Commission is also proposing several housekeeping amendments which are not outlined above in order to provide greater clarity in the administration of the liquor code.

If the Village Board approves the proposed ordinance, then all of the amendments will go into effect immediately. The Village will notify license holders of new operational standards.

We recommend that the attached ordinance amending the existing provisions of the Village Code governing the sales and service of alcoholic liquor be approved.

VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING VARIOUS SECTIONS  
OF CHAPTER 111 OF THE LA GRANGE CODE OF ORDINANCES  
RELATED TO ALCOHOLIC LIQUOR

WHEREAS, the La Grange Liquor Commission has studied adjustments to several sections of Chapter 111 of the La Grange Code of Ordinances related to the licensing, sales, and service of alcoholic liquor, and the Liquor Commission has recommended amendments of Chapter 111 in the form included in this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village of La Grange have reviewed the recommended amendments and have determined that they are appropriate and useful;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Amendment of Various Sections of Code of Ordinances Chapter 111. The Board of Trustees hereby amends the sections of Chapter 111 of the La Grange Code of Ordinances in the manner provided in Exhibit A attached to and by this reference incorporated into this Ordinance.

Section 3. Effective Date. This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

5-B.3

## CHAPTER 111: ALCOHOLIC LIQUOR

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**GENERAL PROVISIONS**

**§ 111.01 DEFINITIONS**

**ALCOHOLIC LIQUOR:** Spirits, wine, and beer as defined by State law and every liquid or solid containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being. This definition does not include alcohol used to manufacture denatured alcohol or any liquid or solid containing less than 0.5 percent of alcohol by volume. Nor does this definition include flavoring extracts, concentrates, syrups, or medicinal, mechanical, scientific, culinary, or toilet preparations, or food products unfit for beverage purposes. Nor does this definition include wine intended for use, and used, by any church or other religious organization for sacramental purposes if the wine is purchased from a licensed manufacturer or importing distributor as defined by State law.

**BEER:** An alcoholic beverage obtained by the fermentation of an infusion or concoction of barley or other grain, malt, and hops in water and recognized as "beer" under applicable State of Illinois law, including among other things, beer, ale, stout, lager beer, porter, and similar beverages.

**BOUTIQUE:** A small retail shop that specializes in a particular product such as women's clothes, food, or wine, for example.

**BRING-YOUR-OWN or BYO:** The accommodation by an establishment eligible under this Chapter 111 of beer and wine carried into the establishment by customers for consumption within the establishment.

**CATERER:** A person who performs, as a business, the service of providing food and beverages to any location within or outside of the Village, which food and beverages are consumed within 36 hours after delivery.

**EVENT:** A fundraiser, grand opening, concert, show, festival, special meeting, party, or similar non-recurring function, whether public or private.

**EVENT, PRIVATE:** An invitation-only, limited attendance Event not open to the general public.

**EVENT, PUBLIC:** An Event open to the general public.

**FRATERNAL CLUB:** A national or state-wide corporation organized under the not-for-profit corporation laws of the State of Illinois that has been in operation as a fraternal club for at

least three years immediately prior to its application for a liquor license and that (1) has been organized solely for the promotion of some object common to its members of a national or statewide patriotic, benevolent, or similar purpose not for pecuniary gain and other than the sale or consumption of alcoholic liquors, (2) has been kept, used, and maintained by its members through the payment of annual dues, (3) owns, hires, or leases a building or space in a building of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests, and (4) that has maintained, for at least three years prior to applying for a liquor license, a membership policy requiring a minimum one-year membership and payment of membership dues of greater than a nominal amount.

**GROCERY STORE:** A full-service retail sales establishment, with a gross floor area of not less than 5,500 square feet, engaged primarily in the sale of canned goods; dry goods; fresh fruits and vegetables; fresh and prepared meats, fish, and poultry; and typical household goods, but not including any establishment commonly understood to be a convenience food mart and not including any establishment also in the business of selling gasoline. A grocery store is not a Food Boutique.

**GOURMET FOOD:** Food products that appeal primarily to connoisseurs of the delicacies of the table, that is, fancy and elegant party-type food and drink.

**LICENSED PREMISES:** The place described in a liquor license where alcoholic liquor may be sold, served, or consumed in accordance with the license, which place may include outdoor space adjacent to the principal indoor place.

**LICENSEE:** The person or entity named in a liquor license to which the license has been issued.

**LIQUOR CONTROL COMMISSION:** The La Grange Liquor Control Commission. See Section 111.76 of this Code.

**LIQUOR CONTROL COMMISSIONER:** The President of the Village of La Grange. See Section 111.75 of this Code.

**MEAL PREPARATION SERVICES STORE:** A retail store with the principal use of providing services to customers for "make-your-own" meals for consumption not on the licensed premises.

**NOT-FOR-PROFIT ORGANIZATION:** An educational, civic, charitable, or other, similar not-for-profit organization organized, existing, and in good standing under State law. This definition does not include religious organizations.

**ORIGINAL PACKAGE:** A bottle, can, keg, or other container or receptacle that is capped, corked, or otherwise sealed in its original state by the manufacturer.

**PHARMACY:** A general merchandise store that stocks household goods, over the counter medicines, personal care items, and various other goods and includes a full-service pharmacy.

**PRIVATE EVENT:** See "Event, Private."

**PRIVATE MEMBERSHIP ORGANIZATION:** A body of people associated and organized for a common object or purpose, such as recreational or athletic activity or a common civic or social interest and (1) that is not for pecuniary gain, (2) that has been in operation as a private membership organization for at least three years immediately prior to its application for a liquor license, (3) whose membership is recruited only through private invitation and is kept and maintained through dues of greater than a nominal amount paid at least annually, (4) that has maintained a membership policy requiring a minimum one-year membership, and (5) that owns, hires, or leases a building or space in a building other than a residential dwelling of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests.

**PUBLIC EVENT:** See "Event, Public."

**RESTAURANT:** A place open to the public that has kitchen and dining room equipment and furnishings and where meals are regularly sold, served, and consumed by paying customers. This definition of restaurant does not include a hotel, motel, or other places with sleeping accommodations.

**RETAIL CABARET:** A retail store with a small performance area that conducts Events comprised of short programs of live music or similar entertainment.

**SALE or SELL:** Any transfer, exchange, barter, sale, or selling.

**SALE AT RETAIL or SELL AT RETAIL:** The sale or selling for consumption and not for resale.

**WINE:** An alcoholic beverage made from the fermented juice of fruit, usually the juice of grapes, and recognized as "wine" under applicable State of Illinois law.

**WINE CLUB EVENT:** A by-invitation Private Event at a restaurant with a Class A-1, A-2, or A-3 Liquor License hosted by the restaurant owner or a winemaker or wine distributor, at which wines produced by a single winemaker or winery owner are featured exclusively. Invitations must be sent, and reservations made, predominately in advance of a Wine Club Event, but "last-minute" invitations may be extended to the public on the day of the event if space is still available. Food must be served during a Wine Club Event. All sales during a Wine Club Event of wine for consumption off premises, and all subsequent sales for consumption off premises of wine previously featured at a Wine Club Event, must comply with applicable Illinois tax laws.

## **§ 111.02 PUBLIC POSSESSION OR CONSUMPTION OF ALCOHOLIC LIQUOR**

It is unlawful to consume intoxicating liquors on any street, alley, public way, park, or other public place. It also is unlawful for any person to sell or give away intoxicating liquor on any street, alley, public way, park, or other public place within the Village. This section does not apply to premises properly licensed by the Village.

## LICENSING

### § 111.15 LICENSE CLASSIFICATIONS

#### (A) Class A Restaurant Licenses

(1) Class A-1 Restaurant License. A Class A-1 Restaurant License authorizes the licensee (a) to sell at retail, and serve, beer and wine only for consumption on the premises where sold, where food also is sold for consumption subject to the conditions stated in Subsection (A)(4)(a) below, (b) to allow consumption of Bring-Your-Own beer and wine in conjunction with a meal subject to the conditions stated in Subsections (H)(1)(a) and (H)(2) below, and (c) to sell at retail its regularly stocked wine in its original packaging not for consumption on the premises where sold subject to the conditions stated in Subsection (A)(4)(c) below.

(2) Class A-2 Restaurant License. A Class A-2 Restaurant License authorizes the licensee (a) to sell at retail, and serve, alcoholic liquor (i) for consumption in the restaurant's dining area in conjunction with a meal and (ii) in a bar or lounge area of the licensed premises subject to the conditions stated in Subsections (A)(4)(a) & (b) below, (b) to allow consumption of bring-your-own beer and wine in conjunction with a meal subject to the conditions stated in Subsections (H)(1)(a) and (H)(2) below, and (c) to sell at retail its regularly stocked wine in its original packaging not for consumption on the premises where sold subject to the conditions stated in Subsection (A)(4)(c) below.

(3) Class A-3 Restaurant License. A Class A-3 Restaurant License authorizes the licensee (a) to sell at retail, and serve, alcoholic liquor for consumption in the restaurant's dining area in conjunction with a meal through the use of a service bar (but not a bar or lounge used for service directly to customers) subject to the conditions stated in Subsections (A)(4)(a) & (b) below, (b) to allow consumption of Bring-Your-Own beer and wine in conjunction with a meal subject to the conditions stated in Subsections (H)(1)(a) and (H)(2) below, and (c) to sell at retail its regularly stocked wine in its original packaging not for consumption on the premises where sold subject to the conditions stated in Subsection (A)(4)(c) below.

#### (4) General Conditions on Class A Restaurant Licenses.

(a) Each restaurant license may be issued and held only for a business that generates more than 60 percent of its gross annual revenue from the sale of food within the licensed premises. The licensee must provide, at the time of license application, license renewal, and when otherwise requested by the Village, proof of compliance with that 60 percent sales requirement, and the licensee must maintain compliance with that sales requirement at all times.

(b) A restaurant holding a Class A-2 or A-3 License may provide a small locker or similar small space within the licensed premises for storage of wine purchased by patrons from that restaurant for later consumption within that restaurant.

(c) A sale of regularly stocked wine in its original packaging not for consumption on the premises may be made only to a customer that has consumed a meal on the licensed premises immediately prior to the sale.

**(B) Class B Retail Licenses**

A Class B Retail License may be issued to convenience marts, certain grocery stores, and certain pharmacies. A Class B License issued to a convenience mart authorizes the sale at retail of beer and wine in their original packaging for consumption off the licensed premises. A Class B License issued to a grocery store or pharmacy authorizes the sale at retail of alcoholic liquor in its original packaging for consumption off the licensed premises. A Class B License is subject to the following conditions:

(1) The sale of beer and wine in a convenience mart must be merely incidental to other sales conducted by the licensee on the same premises.

(2) The sales area for alcoholic liquor in a grocery store with more than 6,000 square feet of sales space may not exceed 10 percent of the useable sales floor area of that grocery store, except only if authorized by the license. The sales area for alcoholic liquor in a grocery store with 6,000 square feet or less of sales space may not exceed 5 percent of the useable sales floor area of that grocery store, except only if specifically authorized by the license.

(3) A pharmacy must be 10,000 square feet or larger in gross floor area to be eligible for a Class B License.

(4) The sales area for alcoholic liquor in a pharmacy may not exceed 3 percent of the useable sales floor area of the pharmacy, except only if specifically authorized by the license.

(5) Sales of alcoholic liquor under a Class B License may take place only between the hours of 8:00 a.m. and 11:00 p.m. on any day.

**(C) Class C Specialty Retail Licenses**

(1) Class C-1 Food Boutique License. A Class C-1 Food Boutique License authorizes a food boutique (a) to sell beer and wine in its original packaging for consumption off the licensed premises, (b) to sell and serve wine by the glass for consumption within the licensed premises, and (c) to offer to customers the limited tasting of bottled wines and beers subject to the conditions stated in Subsection (D)(2) of this of this Section 111.15, all subject to the following conditions:

(a) The licensed premises may be not be more than 2,000 square feet in total area.

(b) The licensed premises may include outdoor seating so long as the outside seating does not pose a threat to public health or safety and otherwise complies with Village regulations related to use of public right-of-way.

(2) Class C-2 Wine Boutique License. A Class C-2 Wine Boutique License authorizes a wine boutique (a) to sell wine and beer in its original packaging for consumption off the licensed premises, (b) to sell and serve wine by the glass for consumption within the licensed premises, (c) to serve and sell beer and wine in its original packaging or by the glass at off-premises events if specifically authorized by the license, and (d) to offer to

customers the limited tasting of bottled wines and beers subject to the conditions stated in Subsection (D)(2) of this of this Section 111.15, all subject to the following conditions:

(a) The licensed premises may not be more than 3,000 square feet in total area.

(b) The licensed premises may include outdoor seating so long as the outside seating does not pose a threat to public health or safety and otherwise complies with Village regulations related to use of public right-of-way.

(3) Class C-3 Retail Cabaret License. A Class C-3 Retail Cabaret License authorizes the sale and service of wine and beer for consumption in a retail cabaret during an Event.

(4) Class C-4 Movie Theater License. A Class C-4 Movie Theater License authorizes the sale and service within the licensed premises of alcoholic liquor by the drink during an Event subject to the following conditions:

(a) A Class C-4 License may be issued to and held only for a movie theater with one or more movie screens or stages that include a total of at least 300 seats.

(b) A Class C-4 License authorizes the sale and service of alcoholic liquor by the licensee or a properly licensed caterer only at (i) a Private Event consisting of a private showing of a movie, stage show, or other live event program or (ii) a Public Event at which food also is sold or served for immediate consumption within the licensed premises.

(c) For a Private Event, alcoholic liquor may be sold and served only in areas of the licensed premises that are not at the same time accessible to persons who are not attending that Private Event.

(5) General Conditions on Class C Specialty Retail Licenses. All Class C Licenses are subject to the following conditions:

(a) Except for a Class C-2 Wine Boutique License, a Class C License may be issued and held only for a business that generates more than 50 percent of its gross annual revenue from sales other than sales of alcoholic liquor. The licensee must provide, at the time of license application, license renewal, and when otherwise requested by the Village, proof of compliance with that 50 percent sales requirement, and the licensee must maintain compliance with that sales requirement at all times.

(b) Except for a movie theater holding a Class C-4 License, the number of customers who are served an alcoholic beverage within a Class C licensed premises may not exceed, at any time, the number of then-available chairs within the licensed premises on which the customers may be seated. Seating within the licensed premises is limited to the number of chairs specified in the particular Class C license, which number may not exceed a regular number of 16 chairs, or 24 chairs for four special events in any calendar year, except for a movie theater.

(c) Except for a retail cabaret holding a C-3 Retail Cabaret License and a movie theater holding a Class C-4 License, not more than two 12-ounce glasses of beer, or

two 8-ounce glasses of wine, or one glass each of those sizes of beer and wine may be served to any customer within the licensed premises on any one day.

(d) Except for a retail cabaret holding a C-3 Retail Cabaret License and a movie theater holding a Class C-4 License, no customer may be served more than 24 ounces of alcoholic liquor on any one day, including both tasting and service by the glass.

**(D) Class D Tasting and Wine Club Licenses**

(1) Class D-1 Tasting License. A Class D-1 Tasting License authorizes the limited tasting of bottled wines and beers at a grocery store or pharmacy that has a Class B Retail License or a food or wine boutique that has Class C-1 or C-2 License, subject to the conditions stated in Subsection (D)(2) below. A Class D License does not apply to a convenience mart, in which tastings are not allowed. A Class D License may be issued only to a business that has a valid business license.

(2) General Conditions on Class D-1 Licenses.

(a) Each tasting must be attended and supervised by (i) a wine or beer distributor representative, (ii) a licensed caterer, or (iii) a person 21 years old or older who must be an employee of the store and must have successfully completed BASSET training or other training program approved by the Illinois Liquor Control Commission.

(b) The amount being tasted by one customer may not exceed the following services: (i) for wine, one ounce per serving, total 8 ounces and (ii) for beer, three ounces per serving, total 12 ounces.

(c) A grocery store or pharmacy licensee may not conduct more than one tasting of either wine or beer on a day. Combined tastings of wine and beer are prohibited.

(d) No charge, cost, fee, or other consideration may be levied for any tasting.

(e) A tasting may be conducted only between the hours of 12:00 p.m. and 8:00 p.m.

(3) Class D-2 Wine Club Event License. A Class D-2 Wine Club Event License authorizes a restaurant with a Class A-1, A-2, or A-3 License to host a Wine Club Event within the licensed premises, subject to the following conditions:

(a) Not more than 15 Wine Club Events may be conducted in any 12-month period.

(b) A Wine Club Event may be conducted only after 4:00 p.m. Monday through Friday and after 12:00 p.m. Saturday and Sunday.

(c) The area of the restaurant devoted to a Wine Club Event must be closed to the general public during the Event.

(d) The wines featured at Wine Club Event may be assembled and sold only to the attendees of the Event or later out of the restaurant's regular stock. Those wines may not be sold to the general public during the Event.

**(E) Class E Business Single Event Licenses**

A Class E Business Single Event License authorizes the service of beer and wine only at a single Event by a retail, service, or other business establishment, except that if the service of alcoholic liquor is conducted at the Event by a licensed and insured caterer using only servers who have been issued a certificate of successful completion of an approved servers education and training program as provided in Section 111.65 of this Code of Ordinance, then all forms of alcoholic liquor may be served. A Class E License is subject to the following conditions:

(1) The service of alcoholic liquor is permitted only incidental to the business purpose of the retail, service, or other business establishment for which the license is issued, such as a grand opening, a special promotion of a particular goods or service, or the like.

(2) No more than four Class E Licenses may be issued to a business in any 12-month period.

(3) Service of alcoholic liquor is for consumption at the licensed Event only.

(4) Alcoholic liquor may be served only in containers not intended or allowed to be removed from the licensed premises.

(5) The license is valid only for the particular Event stated in the license.

(6) The license authorizes service of alcoholic liquor only within the area of the establishment designated in the license. Alcoholic liquor may be served to and consumed by patrons only while they are within the designated area.

(7) No separate charge, cost, fee, or other consideration may be imposed for the alcoholic liquor.

(8) The license is valid only for an Event on a single calendar day and, if a specific time period is stated in the license, only for that time period.

(9) The host business establishment must have insurance coverage for the Event as provided in Section 111.30 of this Chapter.

(10) The availability of alcoholic liquor at the Event held pursuant to a Class E License may not be advertised through any public medium, including without limitation newspapers, radio, television, posters, and similar means of communication.

(11) The holder of a Class E License must provide to the Village evidence of all required State licenses, if any.

**(F) Class F Fraternal Club and Private Membership Organization Licenses**

(1) A Class F-1 Fraternal Club License authorizes the sale, service, and consumption of alcoholic liquor, including Bring-Your-Own beer and wine, at a Fraternal Club for consumption on the premises where sold, subject to the following condition: The sale and service to, and consumption of, alcoholic liquor is restricted to (i) Club members and their guests and (ii) guests at an Event for which the licensed premises has been rented or otherwise reserved.

(2) A Class F-2 Private Membership Organization License authorizes the sale, service, and consumption of alcoholic liquor, including Bring-Your-Own beer and wine, subject to the following conditions:

(a) The sale or service of alcoholic liquor is authorized only at four Private Events in any calendar year. The four Private Events authorized by a Class F-2 License must be sponsored by the licensed organization and conducted for the organization's members and guests only. The four-event limitation does not apply to Bring-Your-Own beer and wine.

(b) A caterer that serves alcoholic liquor within the licensed premises must have a caterer's license issued by the Village pursuant to this Chapter.

#### **(G) Class G Caterer Licenses**

(1) Class G-1 General Caterer License. A Class G-1 General Caterer License authorizes the service of alcoholic liquor for any number of catered functions conducted off the premises of the licensee, subject to the following conditions:

(a) A Class G-1 License may be issued only to a business that maintains a business facility within the Village for which a business license has been issued by the Village.

(b) A Class G-1 License is not a restaurant license and does not authorize the sale at retail, or service, of alcoholic liquor within the licensed premises, whether or not in conjunction with a meal. No alcoholic liquor may be sold or served except only if the licensee has secured a separate license authorizing sales or service.

(c) The licensee must operate its offices and distribution points in compliance with all Village zoning and health regulations.

(2) Class G-2 Temporary Caterer License. A Class G-2 Temporary Caterer License authorizes the licensee to sell alcoholic liquor by the drink at one function conducted off the premises of the licensee, subject to the following conditions:

(a) A Class G-2 License may be issued only to a restaurant, food caterer, grocery store, food boutique, wine boutique, or similar business that maintains its principal business facility within the Village for which a business license has been issued by the Village.

(b) No more than one Class G-2 License may be issued to a licensee in any 12-month period.

**(H) Class H Bring-Your-Own Licenses**

A Class H Bring-Your-Own License authorizes the licensee to allow customers to carry their own beer and wine into a "BYO-Authorized Establishment" as defined in Subsection H(1) below for consumption within that establishment, subject to the conditions stated in Subsection H(2) below.

(1) Authorized Establishments; Conditions. The following establishments ("BYO-Authorized Establishments") are authorized to allow Bring-Your-Own beer and wine and limited other service and sale of wine, subject to the specific conditions stated in this Subsection (1) and the general conditions stated in Subsection H(2) of this Section below:

(a) **Restaurants.** A restaurant may allow Bring-Your-Own beer and wine to be consumed within the licensed premises, but only in conjunction with the service of a meal. A restaurant holding a valid Class A License is not required to have a Class H License to allow Bring-Your-Own beer and wine.

(b) **Meal Preparation Services Stores.** A meal preparation services store may allow Bring-Your-Own beer and wine to be consumed within the licensed premises (i) during the time customers (whether individuals or a group) actually are engaged in make-your-own meal activities for consumption away from the store and (ii) during a Private Event or a group class or other function attended only by invited guests and not open to individual customers or to the public.

(c) **Crafts-Making Stores.** A crafts-making store may allow Bring-Your-Own beer and wine to be consumed within the licensed premises at the following times:

- (i) During the time customers (whether individuals or a group) actually are engaged in designing and creating craft goods such as pottery, ceramics, jewelry, sculpture, painting, or similar do-it-yourself projects.
- (ii) During a Private Event or a group class or other function attended only by invited guests and not open to individual customers or to the public.
- (iii) To celebrate the opening of a public art show, art exhibition, or similar event, but on not more than 12 days in any 12-month period. At these events, beer and wine may be provided and served by the licensee, without compensation to the licensee, in conjunction with the service of food.

(d) **Other Retail Stores.** A retail store may allow Bring-Your-Own beer and wine to be consumed within the licensed premises during (i) a Private Event, (ii) a structured instructional class such as a cooking class, crafts class, or similar class, or (iii) a similar structured activity attended only by invited guests and not open to the general public. Beer and wine may be consumed within a retail store only during the time customers (whether individuals or a group) actually are engaged in the Private Event, structured instructional class, or similar structured activity.

(2) General Conditions on Bring-Your-Own Services. The following conditions apply generally to Bring-Your-Own services:

(a) Bring-Your-Own service and consumption is limited to beer and wine only.

(b) A Class H Bring-Your-Own License does not authorize the sale of alcoholic liquor by the Licensee.

(c) An establishment that allows Bring-Your-Own for its customers must secure, maintain, and provide evidence to the Village that it has insurance coverage as provided in Section 111.30 of this Chapter.

(d) No BYO-Authorized Establishment may permit any customer to leave the establishment with any open beer container or any open wine container except only a single wine bottle that has been sealed in compliance with the requirements of Section 6-33 of the Illinois Liquor Code.

**§ 111.16 NUMBER OF LICENSES, OTHER RESTRICTIONS**

(A) Number Of Licenses Generally. The number of licenses for each license class is established by the Board of Trustees, except as provided in Subsection (B) of this Section. A current record of the number of licenses for each license class will be kept in the office of the Village Clerk. The Board of Trustees may increase or decrease the number of licenses in a class by ordinance.

(B) Number Of Class E and G-2 Licenses. The numbers of Class E and G-2 Licenses are established by the La Grange Liquor Control Commissioner from time to time.

(C) Automatic Reductions. The number of licenses in a license class will be reduced automatically if:

(1) a license within that class is terminated; or

(2) a license within that class expires without renewal; or

(3) a licensed establishment within that class is sold or the ownership of that licensed establishment otherwise changes without the prior written approval of the Village; or

(4) a licensed establishment within that class changes location without the prior written approval of the Village; or

(5) a licensed establishment within that class is discontinued for 30 consecutive days or longer without the prior written approval of the Village or otherwise ceases to operate.

(D) Licenses are Personal Privilege; No Property Right. Each liquor license is purely a personal privilege and is not property of or in any form. No license is or may be subject to attachment, garnishment, or execution. No license is alienable or transferable, whether voluntarily or involuntarily, or is subject to being encumbered or hypothecated. No license may descend by the laws of testate or intestate succession. Every license ceases on the death, bankruptcy, or insolvency of the licensee; except only that executors or

administrators of the estate of any deceased licensee and the trustee of the estate of any bankrupt or insolvent licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of alcoholic liquor under order of the appropriate court and may exercise the privileges of the deceased, bankrupt, or insolvent licensee until the original expiration date of that licensee's license but no longer than six months after the death, bankruptcy, or insolvency of that licensee.

**§ 111.17 LICENSE REQUIRED; EXCEPTIONS**

(A) License Required; Code Compliance. It is unlawful for any person, or agent, to sell, offer for sale, or serve alcoholic liquor at retail, or to provide or serve alcoholic liquor, within the Village, without first having obtained a license to do so as provided in this Chapter. It also is unlawful for any person, or agent, to sell or offer any alcoholic liquor for sale at retail, or to serve alcoholic liquor, in the Village in violation of the terms and conditions of this Chapter.

(B) Consumption in Unlicensed Premises Prohibited. The sale or consumption of alcoholic liquor is unlawful in any establishment without a liquor license as provided in this Chapter.

(C) Exceptions.

(1) This Chapter does not prohibit (a) the possession and transportation of alcoholic liquor for the personal use of the possessor or the possessor's family or guests or (b) the making of wine, cider, or other alcoholic liquor by any person from fruits, vegetables, or grain, or the products thereof, by simple fermentation and without distillation, if that alcoholic liquor is made solely for the use of the maker and the maker's family or guests.

(2) No liquor license is required for charitable organizations or businesses hosting charitable events, but only as specifically provided in Sections 111.100 and 111.101 of this Chapter.

(3) This Chapter does not prohibit (a) a duly licensed practicing physician or dentist from possessing or using alcoholic liquor in the practice of her or his profession or (b) any hospital or other health care institution from possessing alcoholic liquor for the treatment of *bona fide* patients of that institution.

(4) Any drugstore employing a licensed pharmacist may possess and use alcoholic liquor in the concoction of prescriptions of duly licensed physicians.

**§ 111.18 PERSONS INELIGIBLE TO BE LICENSED**

(A) No license of any kind may be issued to:

(1) A person or entity not a resident of, or located in, the Village of La Grange.

(2) A person who is not 21 years of age.

(3) A person who is not of good character and reputation in the community in which he or she resides.

(4) A person who has been convicted of a felony under any federal or state law, unless the Liquor Control Commissioner determines that the person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in the person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation is on the applicant.

(5) A person who has been convicted of being the keeper, or is keeping, a house of ill-fame.

(6) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality.

(7) A person whose license issued under this Chapter has been revoked for cause.

(8) A person who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

(9) A co-partnership, if any general or limited partnership thereof owning more than 5 percent of the aggregate limited partner interest in such co-partnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.

(10) A corporation:

(a) If any officer, manager or director thereof, or any stockholder owning in the aggregate more than 5 percent of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship and residence within the political subdivision;

(b) Unless it is incorporated in the state or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois.

(11) A person whose place of business is conducted and physically controlled and operated by a manager or agent unless such manager or agent possesses the same qualifications required of a licensee hereunder.

(12) A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor or has forfeited his bond to appear in court to answer charges of any such violation.

(13) A person who does not beneficially own the premises and business for which a license is sought, or does not have a lease for the premises thereon for the full period for which the license is to be issued.

(14) Any law enforcing public official, including members of local liquor control commissions, any mayor, alderman, or member of the city council or commission,

president of the village board of trustees, any member of a village board of trustees, or any president or member of a county board; and no such official may be interested directly in the manufacture, sale or distribution of alcoholic liquor, except that license may be granted to such official in relation to premises which are not located within the territory subject to the jurisdiction of that official if the issuance of such license is approved by the State Liquor Control Commission;

(15) A person who has been convicted of a gambling offense as proscribed by any of subsections (a)(3) through (a)(11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961,<sup>2</sup> or as proscribed by a statute replaced by any of the aforesaid statutory provisions;

(16) A person or entity to whom a federal wagering stamp has been issued by the federal government, unless the person or entity is eligible to be issued a license under the Raffles Act<sup>3</sup> or the Illinois Pull Tabs and Jar Games Act,<sup>4</sup>

(C) Any person who applies for a license and in the process, furnishes false information on a material point, or who fails to timely furnish information requested is not eligible for a license.

#### **§ 111.19 APPLICATION FOR LICENSE; FILING; CONTENTS**

(A) All applications for a license to sell alcoholic liquor within the Village must be made under oath, on forms furnished by the Village Clerk, and must state or provide submission of the following:

(1) The applicant's name, mailing and residence addresses, and telephone numbers, if the person applying is an individual. The names, ages, and residence addresses of all partners, if the applicant is a co-partnership. The corporate name, date of incorporation, and state in which incorporated, and if a foreign corporation the date when it was authorized to do business in Illinois as a foreign corporation and that it is still licensed as a foreign corporation to do business in Illinois, the stated objective or purposes of the corporation quoted from its articles of incorporation and any amendments thereto, or from its corporate charter, the names, ages and residence addresses of all of its officers, directors and stockholders who own directly or beneficially and of all subscribers to shares constituting more than 5 percent of its issued and outstanding stock or stock to be issued;

(2) That the applicant is a citizen of the United States;

(3) The applicant's place of birth and, if a naturalized citizen, the time and place of naturalization;

(4) That the applicant has never been convicted of a felony or any other offenses prohibited under this section;

(5) The street address or legal description of the premises for which the license is sought, proof that the applicant ownership of or a binding lease in, the premises, such as a deed, title report, certified copy of a lease, or similar proof;

(6) That the proposed location of the licensed premises is in compliance with the location restrictions set forth in Section 111.61 of this Code of Ordinances.

(7) That the applicant will not violate any of the laws of the Village, the State of Illinois, or of the United States in the conduct of the licensed premises;

(8) The name, age, address, and telephone numbers of the person who will manage the licensed business;

(9) The length of time that the applicant has been in business and the nature of the applicant's business experiences;

(10) The application must contain the applicant's statement as to whether or not the applicant has made application for a license to sell alcoholic liquor to any other governmental entity and the disposition of such application;

(11) Whether the applicant, individually, or any firm or entity with which the applicant has been connected with previously as principal owner or manager had been issued any previous license for the sale or handling of alcoholic liquor, which license had been revoked or suspended by the federal government or by any state or subdivision thereof, and the reasons or causes for such revocation or suspension. Any such statement must include information identifying (a) the previous licensor, (b) the licensee(s) by names and addresses, (c) the address of the licensed premises, and (d) the name of the licensed establishment and the date or dates of such revocation or suspension;

(12) A verified financial statement showing the assets and liabilities of the applicant dated not later than 30 days prior to the date of application. The financial statement will be deemed confidential by the Village. The financial statement may be enclosed in a sealed envelope that is filed with the Village Clerk. Verified financial statements must be submitted for all persons who will share the profits or losses of a partnership that seeks a license, as well as for shareholders owning more than 5 percent of the issued and outstanding shares of a corporation which applies for a license;

(13) The applicant's retailer's occupation tax registration number and a statement whether the applicant is delinquent in the payment of any retailer's occupation tax (sales tax) and, if so, the reasons therefor;

(14) Whether the applicant, any individual identified in the application, or any other person directly or indirectly interested in the place of business is a public official, and if so the particulars thereof;

(15) A floor plan, diagram, or drawing deemed suitable by the Liquor Control Commissioner, illustrating the premises, in which alcoholic liquor is to be sold;

(16) The current zoning of the premises at which the applicant's place of business is to be operated;

(17) Such additional information as the Liquor Control Commissioner may deem necessary in order to establish the character of the applicant;

(18) In the case of a partnership or corporation, the foregoing information must be furnished as to each partner and for each shareholder owning more than five percent (5%) of the issued and outstanding shares of the corporation, officer and director of a corporate applicant. In the case the business of licensee is to be managed by someone other than the individual licensee or a partner or a shareholder, director or officer of a corporate licensee, the manager must furnish the foregoing information; and

(19) The initial application and all subsequent renewal applications for all classes of alcoholic liquor dealer licenses must be accompanied by proof of completion of sellers and servers training as required by Section 111.65 of this Code of Ordinances.

(B) Applications must be filed, along with a cashier's or certified check payable to the Village for the full amount of the application fee, in the office of the Village Clerk.

#### **§ 111.20 INVESTIGATION OF APPLICANT**

After the Village has received a properly completed application for a liquor license, the Chief of Police will cause a thorough investigation to be undertaken into the fitness and character of the applicant, which investigation may include fingerprinting, a criminal background check, photographs, and records searches among other things. No license may be issued until that investigation has been completed, the results of that investigation have been forwarded to the Liquor Control Commissioner, and the Liquor Control Commissioner has determined that the applicant qualifies for the liquor license. Notwithstanding the previous sentences, no investigation is required for an applicant applying for a license authorizing only a Class E Business Single Event License, a Class F-1 Fraternal Club License, a Class F-2 Private Membership Organization License, a Class G-2 Temporary Caterer License, a Class H Bring-Your-Own License for an establishment other than a restaurant, or any license for which no liquor license fee is required.

#### **§ 111.21 EXAMINATION OF APPLICANT**

(A) The Liquor Control Commissioner may examine or cause to be examined, under oath, any person applying for a license or for a renewal thereof and any officers, directors, managers or agents of any person, including corporations, who apply for a license. The examinations may also include a licensee or its officers, managers, or agents as well as any licensee on whom notice of revocation or suspension has been served, as provided by state statute or by this Chapter.

(B) The Liquor Control Commissioner may examine or cause examination to be made of the books and records of any person applying for a license or similarly, of the officers and agents of a corporate person, and of a licensee or its officers or agents; to hear testimony and take evidence; and for these purposes to issue subpoenas for the purpose of obtaining any of the information desired by the Liquor Control Commissioner under this section or under this Chapter.

(C) The Liquor Control Commissioner may authorize an agent to act on his behalf, as provided by Illinois law. The Liquor Control Commissioner may permit the Village's Liquor Control Commission to act on the Liquor Control Commissioner's behalf as provided by Illinois law or this Chapter.

**§ 111.21a DESIGNATION OF MANAGER**

(A) Each applicant must designate at least one or more individuals who will serve as the liquor manager(s) for the applicant, both on the initial application and on each renewal application. If requested by the Village, the applicant must supply all of the following information with respect to such manager or managers:

- (1) The name of the manager.
- (2) The residence address of the manager and the length of time the manager has resided at that address. If the length of time is less than one year, then the applicant must provide the previous residence address of that manager.
- (3) The date of birth of the manager.
- (4) The experience of the manager in handling alcoholic liquor or in conducting a business of the character for which a license is being applied.
- (5) The home and business telephone numbers of the manager.
- (6) The number of hours during which each designated manager will be on the premises to be licensed.

**§ 111.22 RESTRICTIONS ON ISSUANCE OF LICENSES**

(A) No such license may be issued to any person other than a person of good character or to any corporation that is not represented in the Village by a person of good character; but that corporation representative need not be a resident of the Village. The Liquor Control Commissioner will determine the character of each applicant or representative and no application for a license will be granted without the Liquor Control Commissioner's written approval.

(B) No license may be issued to any person who has been convicted of a violation of this Chapter or a felony, nor to a corporation any officer or director of which has been convicted of a felony.

(C) Prior to the sale or serving of any alcoholic liquor, the licensee must first obtain an Illinois liquor license and provide a copy to the Liquor Control Commissioner.

(D) No licensee may continue to sell or serve alcoholic beverages without a valid, current Illinois liquor license.

**§ 111.23 ISSUANCE OF LICENSE; TERM; TIME LIMITATION**

(A) If an application complies with the provisions of this Chapter and has been approved by the Liquor Control Commissioner, the Village Clerk will issue a license after payment of the fees required by this Chapter.

(B) No license will be issued to a business that does not have a current, valid Village business license and, if required by this Code of Ordinances or the La Grange

Zoning Code, a certificate of occupancy for the premises for which the license will be issued.

(C) All licenses are for a term of one year only and every license expires on April 30 after it is issued.

(D) Each license must state the classification of license, the name and address of the licensee, and a description of the licensed premises.

(E) A license issued under this Chapter must be used by the licensee within 60 days after the date of issuance or it may be deemed abandoned and may be revoked by the Liquor Control Commissioner.

(F) License fees are not refundable or subject to proration, regardless of the date a license is issued, the length of time alcoholic liquor is sold, or the licensed premises are used, except only if a new license will expire within four months after its initial issuance in which case the license fee will be prorated.

**§ 111.24 INITIAL APPLICATION FEE**

An initial application fee of \$1,000, payable in advance, is required for any liquor license in the following license classes: Class A, Class B, Class C, Class F-1, and Class G-1. The \$1,000 initial application fee is not refundable and is in addition to the annual liquor license fee, except that \$500 of the initial application fee will be applied to the first payment of the annual license fee. An initial application fee of \$50, payable in advance, is required for any liquor license for which (a) no \$500 initial application fee is required and (b) the license fee is \$500 or less. The \$50 initial application fee is not refundable and is in addition to the annual liquor license fee. There is no application fee for renewal of a liquor license.

**§ 111.25 LICENSE FEES**

The fees for liquor licenses are as stated in this section. Every fee must be paid in advance of issuance of a license or of any renewal of a license. Every fee must be paid on or before May 1 of each year. No fee is required for a license not listed in this section.

- |     |                                   |         |
|-----|-----------------------------------|---------|
| (1) | Class A-1 Restaurant License:     | \$500   |
| (2) | Class A-2 Restaurant License:     | \$2,000 |
| (3) | Class A-3 Restaurant License:     | \$1,250 |
| (4) | Class B Retail License:           | \$500   |
| (5) | Class C-1 Food Boutique License:  | \$1,000 |
| (6) | Class C-2 Wine Boutique License:  | \$1,000 |
| (7) | Class C-3 Retail Cabaret License: | \$500   |
| (8) | Class C-4 Movie Theater License:  | \$500   |

(9)	Class D-1 Grocery Store Tasting License:	\$150
(10)	Class D-1 Retail Store Tasting License:	\$150
(11)	Class D-2 Wine Club Event License:	\$150
(12)	Class F-1 Fraternal Club License:	\$500
(13)	Class F-2 Private Membership Club License:	\$100
(14)	Class G-1 Caterer License:	\$500
(15)	Class H Bring-Your-Own License:	
	Restaurant (without Class A License):	\$250
	All Other:	\$100

**§ 111.26 PERSONAL NATURE OF LICENSE; RESTRICTIONS ON TRANSFER;  
REFUND**

(A) A license is not transferable except in the case of death or disability of an individual licensee or the termination of a partnership. A license is purely a personal privilege that is good only until the expiration date stated on the license or until the license is suspended or revoked, whichever occurs first. A license is not property and may not be encumbered or hypothecated. A license does not descend by the laws of the state or intestate succession, but ceases on the death of the individual licensee unless the executor or administrator of the decedent, whose estate consists in part of the business of the sale of alcoholic liquor, under order of the appropriate court, continues that business of the sale of alcoholic liquor under the license until the earlier to occur of the passage of six months after the death of the licensee or the expiration of the license.

(B) (1) In the event that a partnership licensee is terminated by reason of the death, insolvency, removal, adjudication of bankruptcy, or mental incompetency of a partner, the surviving or remaining partners, if and as agents then qualified to become a licensee under this Chapter, may apply for the transfer of the license held by the former partnership, to a new partnership in which they are the only partners or to one or more of the partners, as individuals, or to a corporation as such transferee, if otherwise qualified, as required under this Chapter and Illinois law, provided that there can be no transfer of location of such license to premises other than the licensed premises.

(2) If a corporation is the licensee, then its president or chief executive officer must report any change in the officers or directors or in the ownership of any person of more than 5 percent of that corporation's issued and outstanding shares.

(3) The report of the president or chief executive officer must be transmitted in writing, verified by the oath of that person, and be filed in duplicate in the office of the Village Clerk. The Village will undertake an appropriate investigation of the circumstances, including interrogation of the officers or agents of the licensee to determine whether such change in the ownership or control of such corporate licensee may affect the quality, makeup, financial responsibility, accountability or performance of the licensee under

the covenants, representations and conditions of its license and its application for such license or for the renewal thereof.

**§ 111.27 CHANGE OF LOCATION**

A license permits the sale of alcoholic liquor of the types specified and only in the premises that are described in the application and license. The premises may be relocated temporarily by written permission of the Liquor Control Commissioner. No license may be transferred permanently to a new location. Instead, the licensee must secure a new license under the provisions of this Chapter.

**§ 111.28 POSTING LICENSES; ALCOHOL SERVICE TRAINING CERTIFICATES**

The licenses and certificates of alcohol service training as required under this Chapter must be posted and maintained in a conspicuous place in the licensed premises where they are visible to customers.

**§ 111.29 RENEWAL OF LICENSE**

A licensee may apply for renewal of its license. The licensee and the licensed premises must be qualified currently to receive a license. The opportunity of a licensee to receive a renewal license is not, and must not be construed as, a vested right in the licensee. A license that is not renewed within 10 days after its expiration may not be renewed but instead the (former) licensee must apply for a new liquor license

All information required for renewal of a license, together with required license renewal fee, must be submitted to the Village Clerk not less than five business days prior to the date of expiration of the current license.

**§ 111.30 INSURANCE REQUIREMENTS**

(A) General Insurance Coverage Requirement. Except as provided in Subsection (B) of this Section for Bring-Your-Own establishments and Class E Business Single Event Licensees, no license will be granted to an applicant until the applicant has filed with the La Grange Liquor Control Commissioner a certificate of insurance reflecting liquor liability insurance coverage with coverage limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence.

(B) Coverage for Business Single Event Licensees and Bring-Your-Own Establishments. "Host liability" insurance coverage with the same coverage limits stated in Subsection (A) of this Section may be provided in lieu of liquor liability insurance for Business Single Event Licensees and for Bring-Your-Own licensed establishments other than restaurants that do not sell or serve alcoholic liquor but only allow consumption under a Bring-Your-Own License under Subsection 111.15(G) of this Chapter 111. If "host liability" or similar coverage is not available to an establishment or organization because of the scope of that establishment or organization's operations or other reason, then that establishment or organization must provide liquor liability insurance coverage as required by Subsection (A).

(C) Annual Filing; Cancellation. A liquor licensee holding an annual liquor license must file an updated certificate of insurance annually with the La Grange Liquor Control

Commissioner. If at any time for any reason the liquor licensee's insurance is canceled, then the licensee must immediately notify the Village Manager and the La Grange Liquor Control Commissioner of that cancellation.

(D) Suspension or Revocation if Violation. The failure of a liquor licensee to secure the required insurance, or to maintain the required insurance at all times, or to notify the Village Manager or La Grange Liquor Control Commissioner of any cancellation of the required insurance is grounds for immediate suspension of a liquor license and all activities related to that license and for revocation of that license.

**§ 111.31      SUSPENSION AND REVOCATION OF LICENSE**

Any licensee that, in the process of obtaining its license or a license renewal, furnishes false information of a material nature or that withholds or fails to furnish or disclose information that would affect its qualifications as a licensee, is subject to having its license suspended or revoked after notice and proceedings consistent with Illinois law.

**§ 111.32      STORAGE OF ALCOHOLIC LIQUOR ONLY ON LICENSED PREMISES**

A licensee must store alcoholic liquor only on the licensed premises and at no other place in the Village.

**SALE OF ALCOHOLIC LIQUOR**

**§ 111.45      SALE OF ALCOHOLIC LIQUOR; REGULATIONS**

(A) No person may engage in operating any establishment the principal business of which is the sale of alcoholic liquor for consumption on the licensed premises.

(B) No sign or advertisement of any alcoholic liquor may be placed on the outside of any building in the Village or on any window or in any location within any building where the sign or advertisement is clearly visible from outside the building.

**§ 111.46      RESTRICTIONS AND REQUIREMENTS FOR CONDUCT  
ON LICENSED PREMISES**

(A) (1) No licensee, nor any employee or agent of a licensee, may sell, give or deliver alcohol, spirits, beer or wine to any person under the age of 21 years or to any intoxicated person.

(2) No person under the age of 21 years may purchase or accept delivery of any alcoholic liquor from any licensee.

(3) If a person under the age of 21 is in possession of alcoholic liquor on a licensed premises, it will be presumed that the licensee sold, gave, or delivered that alcoholic liquor to the person in possession of it.

(4) To prevent a violation of this Section, a licensee or its agent or employee may refuse to sell or serve an alcoholic beverage to any person who is unable to produce evidence of identity and age of 21 years or older.

(B) (1) If a licensee or its agent or employee believes, has reason to believe, or should have reason to believe that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient is underage, then before making the sale or delivery the licensee must demand presentation of valid driver's license or state ID card showing proof of age and a photograph.

(2) No person may transfer, alter, or deface an identification card, or attempt to use an identification of another, or carry or use a false or forged identification card, or obtain an identification card by means of false identification.

(3) No person may purchase, accept delivery, or have possession of alcoholic liquor by the use of an altered, forged, or defaced identification card or by the use of an identification card of another person.

(4) No person may misrepresent his or her age for the purpose of purchasing or obtaining alcoholic.

(C) Every act or omission of whatsoever nature constituting a violation of any of the provisions of this Chapter by an officer, director, manager, or other agent or employee of any licensee, if such act is committed or omission is made within the scope of such agency or employment or with the authorization, knowledge, or approval of the licensee, is deemed and held to be the act of the employer or licensee, and the employer and licensee will be subject to punishment in the same manner as if such act or omission had been done or omitted by him or her personally.

(D) In every place in the Village where alcoholic liquor is sold there must be displayed at all times in a prominent place a printed card stating the following:

**Warning:** If you are under 21 years of age, you are subject to a fine of up to \$1,000 under the La Grange Code of Ordinances if you attempt to purchase alcoholic liquor, or misrepresent your age for the purpose of purchasing alcoholic liquor.

**§ 111.47 DIRECT ACCESS PROHIBITED BETWEEN PREMISES  
AND PRIVATE DWELLING; EXCEPTION**

It is unlawful to have direct access between a licensed premises or any other place where alcoholic liquor is sold and any dwelling unit except in the case of a hotel, motel, or catered event by a lawfully licensed caterer.

**§ 111.48 PROHIBITED ACTIVITIES**

(A) Except for sales by a licensed caterer or other holder of a license that authorizes off-premises sales of alcoholic liquor, all alcoholic liquor sales must be transacted on the licensed premises, and the delivery of alcoholic liquor must be made to the purchaser on the licensed premises. It is always unlawful to peddle alcoholic liquor in the Village.

(B) (1) It is unlawful for any licensee, or any officer, associate, member, representative, agent or employee of a licensee, to engage, employ, or permit any person under the age of 21 years to tend bar, to draw, pour, or mix any alcoholic liquor, or to take the initial order for any patron for any alcoholic liquor in any licensed premises, except that the provisions of this Section do not prohibit the employment of persons who are at least 19 years of age as waiters or waitresses in restaurants or hotels for the purposes of serving food and alcoholic liquor in the licensed premises.

(2) It is unlawful for any licensee or agent or employee of any licensee holding a license for sale of alcoholic liquor not for consumption on the premises to permit any employee under the age of 21 years or any customer of any age to register, by mechanical, electronic or other means, the sale of any alcoholic liquor.

(3) It is unlawful for a licensee to sell or serve any alcoholic liquor for consumption in a restaurant, bar, or cocktail lounge on the licensed premises unless the managers of liquor sales and the bartenders employed by the licensee have completed education and training programs as required by the Village, except that only the manager of liquor sales need complete such alcohol program for restaurants having only a service bar.

(C) No game of chance or gaming device may be installed, kept, or used in any licensed premises, nor may any licensee permit any illegal, disorderly, or immoral practices or gambling at the licensed premises.

## STANDARDS OF OPERATION

### § 111.60 HOURS

(A) General Hours. Unless otherwise specifically stated in this Chapter for a particular license classification, and subject to the hours for certain licenses stated in Subsection B of this Section, the hours during which alcoholic liquor may be sold, served, or consumed by or within a licensed establishment are as follows:

(1) Sunday through Thursday: From 11:00 a.m. to 1:00 a.m. the following day; and

(2) Friday and Saturday: From 11:00 a.m. to 2:00 a.m. the following day.

(B) Classes B, C-1, C-2, D, and E Licenses and Class H Bring-Your-Own Licenses other than for Restaurants. Unless otherwise specifically stated in this Chapter 111 for a particular license classification, the hours during which alcoholic liquor may be sold, served, or consumed by or within a licensed establishment under Class B, C-1, C-2, D, and E Licenses, and under Class H Bring-Your-Own Licenses for all establishments other than a restaurant, are from 8:00 a.m. to 11:00 p.m. each day.

(C) Liquor Control Commissioner Authority to Extend Hours. The Liquor Control Commissioner, by written order, may grant extended hours for the sale, service, or consumption of alcoholic liquor for holidays and special events. A written application for extended hours must be submitted to the Liquor Control Commissioner not less than five

days prior to the required date for extended hours, unless the five-day deadline is waived by the Liquor Control Commissioner for good cause shown.

**§ 111.61 LOCATION RESTRICTIONS**

(A) Distances from Certain Establishments. No license may be issued for the sale at retail of any alcoholic liquor within 100 feet of any church, school, hospital, home for aged or indigent persons or for veterans and their spouses and children, or any military or naval station except as provided in Section 6-11 of the Illinois Liquor Control Act. The 100-foot prohibition does not apply to a restaurant, food shop, or other place where the sale of alcoholic liquors is not the principal business of the establishment. In the case of a church, the distance of 100 feet will be measured from the center of the proposed licensed premises to the nearest part of any building used for worship services or educational programs and not to the churches property boundaries. In the case of a school, hospital, home for aged or indigent persons or for veterans and their spouses and children, or any military or naval station, the distance of 100 feet will be measured from the center of the proposed licensed premises to the center of the institution.

(B) Residential Districts. A liquor license may not be issued to a premises located within any residential district except a license for a caterer or for sale or service of alcoholic liquor at an Event as defined in the particular license class regulations.

**§ 111.62 STANDARDS FOR LICENSED PREMISES**

(A) The licensed premises must be kept in a clean and sanitary condition and must be kept in full compliance with all codes of the Village.

(B) All rooms where liquor is sold for consumption on the premises must be continuously lighted during business hours by natural light or artificial light so that all parts of the interior of the premises are clearly visible. No window display of liquor are permitted. The exterior of the licensed premises must be adequately lighted at night by artificial light. The words "bar" nor "saloon" may not be used in the name of the business, or in advertising for any licensee's business, or on the licensed premises.

(C) Sales of alcoholic liquor under a temporary license must be conducted only on the licensed premises and during the hours stipulated and the period specified in the temporary licensee and sales may be conducted only by the person or organization to whom the temporary license is issued.

(D) If the licensed premises is being newly constructed or renovated, then the applicant or licensee must file with the Village plans showing the dimensions and layout of the licensed premises. The building must conform to the plans submitted.

(E) A license issued for licensed premises permits the sale on the licensed premises only as those premises then exist. Any enlargement of the improvements on the licensed premises requires approval of the Liquor Control Commissioner, so that the license will apply to the enlarged or changed improvements.

(F) Every licensed premises that is open to the public for retail sales at hours during which the sale of alcoholic liquor is prohibited at that licensed premises must use

control devices, specific personnel procedures, or some other mechanism acceptable to the Liquor Control Commissioner to prevent the sale of alcoholic liquors during prohibited hours.

(G) All licensed premises that employ persons younger than 21 years of age must maintain and enforce personnel procedures to prevent those young persons from engaging in any action related to alcoholic beverages, whether knowingly or inadvertently, that is prohibited by underage employees under this Code.

#### **§ 111.63 INSPECTION OF LICENSED PREMISES**

Licensed premises must be kept in a clean and sanitary condition at all times and must be opened by the licensee at any time for inspection by the Chief of Police or other authorized Village official, including without limitation the Liquor Control Commissioner.

#### **§ 111.64 RESPONSIBILITY FOR COMPLIANCE**

Nothing in this Chapter excuses or relieves the owner, proprietor, or person in charge of the business being conducted on the licensed premises from complying with or conforming to the restrictions and requirements of any other applicable provision of this Code of Ordinances, an Village ordinance, or Illinois law.

#### **§ 111.65 SELLERS AND SERVERS TRAINING**

(A) Required Training. Except as provided in Subsection (B) of this Section for certain licensees, each person who (a) manages a licensed premises, or (b) is responsible for the sale or service of alcoholic liquor at a licensed premises, or (c) operates a cash register in the sale of alcoholic liquor, or (d) is responsible for determining the age of persons within the licensed premises, or (e) is responsible for determining whether a person has been over-served alcoholic liquor must have been issued a certificate of successful completion of a four-hour or longer Beverage Alcohol Sellers and Servers Education and Training (BASSET) program or its equivalent approved by the Illinois Liquor Control Commission. That training must be completed within 120 days before the person engages in the activity for which training is required. In addition to every other penalty provided by this Code of Ordinances, any failure to comply with this Section 111.65 will be cause for the denial, suspension, or revocation of a liquor license.

(B) Exceptions for Certain License Classes. Sellers and servers training is not required for an establishment holding only a Class E Business Single Event License with beer and wine only, or a Class F-1 Fraternal Club License, or a Class F-2 Private Membership Organization License or for an establishment other than a restaurant holding only a Class H Bring-Your-Own License.

(C) Recommended Training. The Village strongly recommends sellers and servers training consistent with Subsection A of this Section for every establishment that permits the consumption of alcoholic liquor within that establishment.

#### **§ 111.66 AMENDMENTS; CONTINUITY**

(A) Amendments. When the Board of Trustees amends a regulation affecting a license class, then each licensee holding a license of that class must comply with the

amended regulation within 30 days after it becomes effective, except only if the Board of Trustees has established a different compliance date in the ordinance enacting the amendment.

(B) Continuity. When the Board of Trustees amends the name of a license class or the type of license applicable to a licensee, then the Village Clerk will cause a new license to be issued to each affected licensee. Each new license will be valid for the remainder of the term of the superseded license. No new license may be renewed or otherwise reissued except only if the licensee complies with all regulations applicable to that new license.

## ADMINISTRATION AND ENFORCEMENT

### § 111.75 LIQUOR CONTROL COMMISSIONER DESIGNATED; POWERS AND DUTIES

The Village President is the Liquor Control Commissioner who has the duties that are imposed on him or her and the powers and rights that are given to him or her under this Code of Ordinances, other ordinances of the Village, and Illinois law.

### § 111.76 LIQUOR CONTROL COMMISSION

(A) The Village Liquor Control Commission is composed of the Liquor Control Commissioner (who is Village President) and two Village Trustees appointed by the Liquor Control Commissioner with the advice and consent of the Board of Trustees to advise the Liquor Control Commissioner in the exercise of his or her powers and duties.

(B) The Village Clerk must keep a record of all Liquor Control Commission proceedings. The Village Clerk is the custodian of all records of the Liquor Control Commission.

(C) The Liquor Control Commission has the following powers, functions, and duties with respect to license and procedures under this Chapter:

(1) To receive complaints from any resident of the Village of liquor law violations;

(2) When designated by the Liquor Control Commissioner (i) to examine or cause to be examined, under oath, any person applying for a license or for a renewal thereof or licensee, or on whom notice of revocation or suspension has been served, (ii) to examine or cause to be examined the books and records of any applicant or licensee, (iii) to hear testimony and take proof for its information in the performance of its duties, and (iv) for those purposes, to issue subpoenas;

(3) To adopt reasonable rules and regulations as it may deem necessary for the performance of the duties herein provided;

(4) To require the filing of plans and drawings or sketches with it showing the design, layout, and specifications for any building or structure to be erected or adapted

for use as the licensed premises in connection with any application for license or for change of location of license;

(5) To assist the Liquor Control Commissioner in his or her determination to suspend or revoke any license issued under this Chapter, the Liquor Control Commission determines whether the licensee has violated any of the provisions of the Code of Ordinances, Illinois law, or any other ordinances of the Village; and

(D) No license may be revoked or suspended except after a public hearing by the Liquor Control Commissioner or the Liquor Control Commission as directed by the Liquor Control Commissioner, with a three-day written notice sent to the licensee prior to the hearing affording the licensee an opportunity to appear and defend, except that, if the Liquor Control Commissioner has reason to believe that any continued operation of a particular licensed premises will immediately threaten the welfare of the community, then the Liquor Control Commissioner, upon the issuance of a written order stating the reason for that conclusion and without notice or hearing, may order the licensed premises closed for not more than seven days, giving the licensee an opportunity to be heard during that period, except that if the licensee also is engaged in the conduct of another business on the licensed premises, then the order will not be applicable to that other business.

(E) (1) All hearings must be open to the public, and the Liquor Control Commissioner must reduce all evidence to writing and must maintain an official record of the proceedings.

(2) The Liquor Control Commissioner must within five days after a hearing, if the Liquor Control Commissioner determines after such hearing that the license should be revoked or suspended, or that the licensee should be fined, state the reason or reasons for that determination in a written order and either the amount of the fine, the period of suspension, or that the license has been revoked, and must serve a copy of the order within five days on the licensee.

(3) The licensee, after the receipt of the order of suspension or revocation may, within a period of 20 days after the receipt of the order of suspension or revocation, appeal the order to the Illinois Liquor Control Commission, and on the filing of an appeal by the licensee, the licensee may resume business until the Illinois Liquor Control Commission renders a decision either sustaining the order of the Liquor Control Commissioner or reversing the order. Any appeal to the Illinois Liquor Control Commission will be heard on the basis of the record of the hearing that was conducted at the local level, and may not be conducted as a "de novo" proceeding.

(4) In addition to a suspension, the Liquor Control Commissioner may levy a fine on the licensee for violations of any section of this Chapter. A fine may not exceed \$1,000 for each violation. Each day on which each violation continues is a separate violation. Not more than \$10,000 in fines under this Section may be imposed against any licensee during the period of its license.

#### **§ 111.77 INSPECTION POWERS**

The Liquor Control Commissioner has the power to enter, or to authorize any law enforcement officer to enter, at any time, on any licensed premises to determine whether any

of the provisions of Illinois law, this Code of Ordinances, or other ordinances of the Village have been or are being violated and at that time to inspect the licensed premises.

**§ 111.78 VIOLATIONS DECLARED NUISANCE**

All licensed premises in which alcoholic liquor is sold, served, or delivered in violation of any provision of this Chapter are hereby declared nuisances and may be abated as nuisances by the La Grange Police Department or otherwise by the Village and by a lawsuit filed by the Village, notwithstanding any other penalty or remedy provided in this Chapter.

**§ 111.99 PENALTY**

(A) Any violation determined not to be within the authority granted to the Liquor Control Commissioner under Illinois law or in this Chapter, or as provided under Section 76(D)(4) of this Code of Ordinances, may also be prosecuted as follows: Any person, firm, or corporation that violates any of the provisions of this Chapter will be fined, upon conviction, not less than \$50 nor more than \$1,000 for each offense. Each day a violation occurs or continues is separate offense.

(B) The Liquor Control Commissioner may suspend for not more than 30 days or revoke for cause any license for any violation of any provision pertaining to the sale, service, or delivery of alcoholic liquor, as provided and in the manner specified in Illinois law.

(C) The revocation or suspension of a license may be in addition to the imposition of a fine or other penalty for violation of any of the provisions of this Chapter and a revocation or suspension is not a defense to a prosecution for that violation.

**LIMITED ALCOHOLIC LIQUOR SERVICE WITHOUT LICENSE**

**§ 111.100 NOT-FOR-PROFIT ORGANIZATIONS**

(A) No Liquor License Required. No liquor license is required for a not-for-profit organization to sell or serve alcoholic liquor at its own charitable Events, so long as the organization complies with all of the conditions in Subsection (B) of this Section.

(B) Conditions. A not-for-profit organization that sells or serves alcoholic liquor at its own charitable Events must comply with all of the following conditions:

(1) The organization must give written notice to the Village of an Event at which any alcoholic liquor will be sold or served not less than five business days before the scheduled date of the Event.

(2) Alcoholic liquor may be sold or served only to patrons while they are within the organization's premises and only for consumption at the Event.

(3) Alcoholic liquor may be sold or served only in containers not intended or allowed to be removed from the Event.

(4) Alcoholic liquor may be sold or served only in conjunction with the service of food.

(5) If an Event is held at a location other than a location owned or rented by the organization, then that location must be in compliance with any applicable regulations of this Chapter.

(6) A caterer that sells or serves alcoholic liquor at an Event must have a caterer's license issued by the Village pursuant to this Chapter.

(7) The organization must provide to the Village evidence of all required State licenses, if any.

**§ 111.101 BUSINESSES HOSTING CHARITABLE EVENTS**

(A) No Liquor License Required. No liquor license is required for a business to sell or serve alcoholic liquor at a private, charitable Event hosted by that business within that business's premises, so long as the business complies with all of the conditions in Subsection (B) of this Section.

(B) Conditions. A business that hosts a private, charitable Event within the business's premises must comply with all of the following conditions:

(1) The business must give written notice to the Village of an Event at which any alcoholic liquor will be sold or served not less than five business days before the scheduled date of the Event.

(2) The sale and service of alcoholic liquor is permitted only incidental to the charitable Event.

(3) Alcoholic liquor is permitted at the same business at no more than four charitable Events in any 12-month period.

(4) Sale and service of alcoholic liquor is for consumption at the Event only.

(5) Alcoholic liquor may be sold and served only in containers not intended or allowed to be removed from the Event.

(6) A caterer that sales or serves alcoholic liquor at the Event must have a caterer's license issued by the Village pursuant to this Chapter.

(7) The business holding the Event must provide to the Village evidence of all required State licenses, if any.

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager  
Don Gay, Fire Chief

DATE: April 13, 2015

RE: **RESOLUTION – RATIFICATION OF COLLECTIVE BARGAINING  
AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE AND THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

---

The International Association of Firefighters (IAFF) Local 2338 represents 18 Firefighters and Lieutenants below the rank of Captain within the Village's Fire Department. The current collective bargaining agreement between the Village of La Grange and the IAFF expired on April 30, 2014.

Attached for your consideration is a new three-year collective bargaining agreement between the IAFF and the Village of La Grange. This new contract represents a negotiated settlement between the parties without interest arbitration.

The following is a summary of key economic and non-economic items negotiated in the attached contract:

1. Wages

Base salaries for members of the bargaining unit will be increased as follows:

Effective May 1, 2014	–	2.00% general wage adjustment (retroactive)
Effective May 1, 2015	–	2.25% general wage adjustment
Effective May 1, 2016	–	2.25% general wage adjustment

The amount of these general salary increases is consistent with our cost containment plan.

2. Working Out of Classification

As a result of the restructuring process, some employees have worked in an acting

capacity for more than a year. While employees working out of classification receive a five percent increase in pay during the time spent acting in that capacity, the employees working for more than one year received less pay than their peers in the same rank because they were not eligible for step increases. In the future, employees working out of classification for more than one complete calendar year will be eligible for step increases equal to those provided to the actual position or rank.

3. Administrative Matters

Remaining amendments to the contract involve expanding the clothing allowance language to provide for reimbursement to the Village if the employee separates employment within three years; added language related to layoff, recall and discipline; updated language related to the employee assistance program and updated the names of various courses related to the Lieutenant's promotional examination.

The tentative agreement was signed by the Union on March 18, 2015. The agreement becomes effective upon ratification by the Village Board. The necessary resolution for approval of the Firefighters Union contract has been prepared and is attached.

We recommend that the resolution be adopted and that the collective bargaining agreement be approved.

**RESOLUTION NO. R-15-\_\_\_\_\_**

**Approval of Fire Union  
Collective Bargaining Agreement  
(May 1, 2014 – April 30, 2017)**

**WHEREAS**, the Village of La Grange negotiating team has met with representatives of the International Association of Firefighters (IAFF) Local 2338 to negotiate a new collective bargaining agreement;

**WHEREAS**, the Village of La Grange negotiating team and representatives of the IAFF have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2014 and ending April 30, 2017;

**NOW, THEREFORE, BE IT RESOLVED** by the Village of La Grange, County of Cook, State of Illinois, that the Village Board authorizes the Village President and Village Manager to sign the Agreement.

**ADOPTED** by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the \_\_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

5-C.2

AGREEMENT

BETWEEN

VILLAGE OF LA GRANGE

and

LOCAL 2338

of the

INTERNATIONAL ASSOCIATION

OF

FIRE FIGHTERS

AFL-CIO-CLC

May 1, 2014 to April 30, 2017

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ARTICLE I

PREAMBLE

This Agreement is entered into by and between the Village of La Grange, hereinafter referred to as the Village, and Local #2338, International Association of Fire Fighters, hereinafter referred to as the Union.

It is the purpose of this Agreement to maintain and promote harmonious relations between the Village and the Union; to provide for equitable and peaceful adjustment of differences which may arise, to resolve grievances and to prevent strikes or other disruptions of work, in order that more efficient and progressive public service may be rendered.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties, by their duly authorized representatives and or agents, do mutually covenant and agree as follows:

ARTICLE II

RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining agent for all full-time, uniformed employees of the La Grange Fire Department, with the exclusion of the Fire Chief, Fire Captains, and office and clerical employees, for the purpose of collective bargaining over wages, hours and terms and conditions of employment, as set forth in this Agreement.

## ARTICLE III

### PAYROLL DEDUCTION OF UNION DUES AND DEFERRED COMPENSATION

#### A.1 Union Dues

The Village agrees to deduct dues twice each month in an amount certified to be current by the Treasurer of the local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Village to the Treasurer of the Union. Said employees must sign an authorization as set forth in Appendix A, attached hereto. Authorization for such deductions shall be irrevocable for the period of one year from the date thereof and shall be automatically renewed and irrevocable for successive similar periods unless revoked by written notice to the Village and the Union ten days prior to the expiration of the anniversary of its signing.

#### A.2 Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within 30 days of employment shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process and contract administration and enforcement. The proportionate fair share payment, as certified to be current by the Union (not to exceed an amount equal to the Union dues) shall be deducted by the Village from the earnings of the non-member each payday. Requests for said deduction shall be made on the payroll deduction form found in Appendix B. A list of fair share employees by name, Social Security number, and the amount shall be furnished to the Union.

#### B. Liability - Union Dues

The Union shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Village for the purpose of complying with the provisions of this Article III (A.1 and A.2).C.

#### C. Deferred Compensation

The Village agrees to deduct for deferred compensation once each pay period for those employees who individually request in writing that such deduction be made. Deductions shall be in an amount specifically indicated by the employee upon the deduction authorization form, with a minimum deduction of \$5 deferred each pay period.

It is also understood that changes in the amount to be deferred shall be in \$5 increments. Authorization for the deduction shall be irrevocable unless said employee requests in writing that

the deductions shall be terminated. It is specifically understood that the Village is subject to the provisions of the existing Federal and State statutes and particularly with respect to creditors' rights. The Village agrees to pay for the costs involved in changing the computer program in order to implement the deferred compensation program.

ARTICLE IV

DISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin, sexual preference, political affiliation or Union activities.

## ARTICLE V

### LEAVES OF ABSENCE

#### A.1

Only one member of the negotiating team who is on duty shall be paid in full while attending said meeting between the Village and the Union for purposes of negotiating the terms of an agreement. The other members of the negotiating team shall not be paid for their time while attending negotiations. The date and time for all said meetings shall be mutually set by the Village and the Union.

It is further agreed that leaves of absence without pay shall be granted, to the extent that there is no interference with the operation of the Fire Department, to employees who are elected to Union office for purposes of attending conventions or educational conferences of the Union. Any request for such leave shall be submitted in advance and in writing by the Union to the Fire Chief. The Fire Chief shall answer the request in writing no later than ten days following the request. It is understood by the Village that the Fire Chief shall not arbitrarily or unreasonably withhold or deny a request.

#### A.2 Grievances

The grievant shall be paid in full while attending a grievance hearing or meeting while on duty.

ARTICLE VI

RULES AND REGULATIONS

All employees shall be issued a copy of the Fire Department's rules and regulations. The Union agrees that its members shall comply with all Village and Fire Department rules and regulations, including those relating to conduct and work performance. The Village agrees that departmental rules and regulations which affect working conditions and performance shall be subject to the grievance procedure.

## ARTICLE VII

### WAGES AND COMPENSATION

#### Section 1-- Wages

- A. Effective May 1, 2014, base salaries for members of the bargaining unit (except the starting firefighter salary step), shall be increased by two percent (2.00%) in accordance with Appendix D.
- B. Effective May 1, 2015, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix D.
- C. Effective May 1, 2016, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix D.
- D. Any salary adjustments for bargaining unit members caused by moving from one step to another, in accordance with Appendix D, shall be made on the employee's anniversary date.
- E. The starting salary for Fire Lieutenants represents a five-percent (5.0%) increase from Step 6 of the Fire Fighters' salary schedule contained in Appendix D. This differential in compensation between ranks has been provided for in the Fire Lieutenants' salary schedule contained in Appendix D for each year of the contract.
- F. Hourly Rate

The regular straight-time hourly rate of pay shall be determined by dividing the employee's annual salary by the scheduled annual hours of duty to which the employee is assigned. For 24-hour shift employees, the annual hours are 2,750 and for the nine-hour shift, the annual hours are 2,340. For 24-hour shift employees the annual hours are: effective January 1, 2006 – 2,717; effective January 1, 2008 – 2,687 and effective January 1, 2013 – 2678.5.

## ARTICLE VIII

### MANAGEMENT RIGHTS

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Fire Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Fire Department or by the employees of the Village; to assign and transfer employees within the department; to hire, promote and demote; to suspend, discipline, or discharge for just cause (probationary employees without cause), or relieve employees due to lack of work, shortage of budgeted funds or for other legitimate reasons; to make and enforce reasonable rules and regulations and consistent with the parties' duty to bargain under the IPLRA, to take reasonable steps to comply with the Americans with Disabilities Act; to change methods, equipment or facilities; provided, however, that the exercise of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE IX

SICK LEAVE

1.0 Accumulation of Sick Leave

1.1 Shift Personnel

Shift employees covered by this Agreement shall accumulate sick leave at the rate of twelve (12) hours for each full calendar month of service, with a maximum accrual of 2,880 hours (one-hundred-twenty [120] duty days).

Effective May 1, 1993, shift employees covered by this Agreement shall accumulate sick leave at the rate of nine (9) hours for each full calendar month of service, with a maximum accrual of 2,880 hours (one-hundred-twenty [120] duty days).

1.2 Day-Time Employees

All day-time employees covered by this Agreement shall accumulate sick leave at the rate of one (1) duty day for each full calendar month of service, with a maximum accrual of 1,620 hours (one-hundred-eighty [180] duty days).

Effective May 1, 1993, all day-time employees covered by this Agreement shall accumulate sick leave at the rate of seven (7) hours for each full calendar month of service, with a maximum accrual of 1,620 hours (one-hundred-eighty [180] duty days).

1.3 Accumulation of Sick Leave

Sick leave may be accumulated only if the member of the bargaining unit is actively at work. However, there shall be no such limitation on the accumulation of sick leave for members of the bargaining unit related to on-duty injuries or illnesses subject to Workers' Compensation, vacation or other authorized leave.

1.4 Sick Leave Eligibility

In order to be eligible for sick leave pay, an employee covered by this Agreement must

- a. report reason for absence to the on-duty supervisor at the time the employee becomes aware of said condition or if possible by 0630 on the day in which leave is requested;
- b. verbally notify the supervisor on duty of any prolonged or extended illnesses or injuries and keep the on-duty supervisor apprised of the illness or injury where said condition necessitates an absence of more than one duty day;
- c. submit a medical certificate for any absence exceeding two duty days or if required for any justifiable reason by the Village. It is expressly understood that this provision shall not be invoked to cause harassment upon any single member of the bargaining unit of the union.

1.5 On-Duty Disability

On-duty disability is not charged to the accumulated sick leave benefits of the employee to the extent it is covered under Workers' Compensation (820 ILCS 305) benefits as contained in state law. To the extent that an employee receives salary continuation benefits under the Public Employee Disability Act (5 ILCS 345), the employee shall sign and deliver any Workers' Compensation or similar payment to the Village while receiving the salary continuation benefits applicable.

2.0 Payment for Unused Sick Leave

2.1 Annual Payment

At the end of each fiscal year, an employee with at least sixty (60) twenty-four (24) hour duty days of accumulated sick leave at the beginning of the year must sell back for deposit into his or her retirement health savings account sick leave accumulated in excess of sixty (60) twenty-four (24) hour duty days at the rates set forth in the chart below:

<i>Fiscal Year Sick Leave Usage</i>	<i>Days To Be Sold Back</i>
<i>0 days</i>	<i>3 twenty-four (24) hour duty days at 50%--for thirty-six (36) hours of pay</i>
<i>Up to 1 day (24 hours or less)</i>	<i>2 twenty-four (24) hour duty days at 50%--for twenty-four (24) hours of pay</i>

<i>Up to 2 days (48 hours or less)</i>	<i>1 twenty-four (24) hour duty day at 50%-for twelve (12) hours of pay</i>
<i>More than 2 days (more than 48 hours)</i>	<i>0</i>

2.2 Amount of Payment Upon Retirement

It is understood that all full-time employees shall be paid for fifty percent (50%) of their unused accumulated sick leave when they retire from the service of the Village but in no event shall the total amount of sick leave sold back to the Village at the 50% rate in an employee’s career exceed sixty (60) twenty-four (24) hour days. If an employee has a minimum balance of \$20,000 of eligible accrued leave at the time of retirement, payment will be made (subject to the rules of the RHS (retirement health savings) plan, into the employee’s health savings plan. If the employee has not accrued at least \$20,000 in eligible accrued leave, payment will be made in cash. For purposes of this section, retirement shall be defined as completing twenty (20) years of continuous service with the Village, or meeting disability eligibility requirements pursuant to 40 ILCS 5/4 (Firefighters’ Pension Fund Municipalities 500,000 and Under).

2.3 Method of Deposit

Eligible employees shall have the right to receive the specified payments for deposit when the conditions for distribution have been met.

3.0 Use of Sick Leave for Health Care of Immediate Family

Bargaining unit members may also use accrued sick leave in the event of a serious illness or injury involving a member of their immediate family. For purposes of this section, the immediate family shall be defined as a child in the care of the employee, employee's spouse and employee's mother or father. Immediate family is also defined to include equivalent current step-family members.

Leave may be granted provided one or more of the following circumstances exist:

1. It is necessary or required that the employee provide health care to that immediate family member.
2. It is necessary for the employee to take an immediate family member to a medical facility for care or treatment. This includes being present during and immediately after initial care or treatment.

3. Requiring the employee to report to work would cause a serious hardship on the family member.

Each request for leave must state the nature of the illness or injury and shall be considered on a case-by-case basis by the Fire Chief or his/her designee. Verification that sick leave was used for its intended purpose within the context of this section for any absence, regardless of term, must be furnished by the employee if requested by the Fire Chief or his/her designee. Employees who fail to provide the required verification will not be paid for said leave and shall be subject to discipline.

The use of sick leave to provide health care to a member of the employee's immediate family shall be limited to three shifts (or five (5) days for Day Personnel) each calendar year. In addition, the use of sick leave for this purpose shall be in place of unpaid leave, which may also be taken in accordance with applicable law.

ARTICLE X

SHIFT EXCHANGE

- A. Employees shall have the right to exchange shifts or tours of duty, provided advance notice is given in writing to the Fire Chief and prior approval is granted by the Fire Chief in writing; and further provided the change does not interfere with the operation of the Fire Department or is in conflict with the applicable provisions of the Fair Labor Standards Act. All shift exchanges must be paid back within the calendar year in which they are taken. The Fire Chief shall not arbitrarily or unreasonably withhold or deny a request.
  
- B. No shift change involving any member or members of this bargaining unit shall be ordered or scheduled by the Fire Chief or any designee between October 1 of any calendar year and January 2 of the following calendar year, except under the conditions set forth below:
  - 1. Shift exchanges necessitated due to illness, injury, retirement, dismissal, resignation, disability, vacancy, hiring, promotion, assigned to 24 hour shifts, or other reasonable cause.

ARTICLE XI

DEATH IN FAMILY LEAVE

- A. In the event of a death in the immediate family of an employee on shift, the employee shall be granted one duty day if said death occurs within 250 miles of La Grange, Illinois. However, it is specifically understood that if said death occurs within 24 hours of 0800 of the employee's tour of duty day, then said employee shall receive one additional duty day off. The employee shall receive up to two duty days for a death which occurs over 250 miles from La Grange, Illinois.
  
- B. Personnel assigned to day-time duty shall receive three duty days off if said death occurs within 250 miles of La Grange, Illinois, and five duty days off if said death occurs over 250 miles from La Grange, Illinois.
  
- C. The immediate family shall be defined as spouse, children of the member, mother, father, brother, sister, grandparents of the member and those of the member's spouse. Immediate family is also defined to include equivalent current step-family members.

ARTICLE XII

WORKING OUT OF CLASSIFICATION

Any person covered by this Agreement who is required by the Fire Chief to accept the responsibility and carry out the duty of a position or rank above that which he/she normally holds, for a period of at least one full twenty-four (24) hour shift due to unusual circumstances such as a prolonged absence resulting from an illness, injury, disability, or vacancy shall receive a five percent (5.0%) increase in their base salary for the time spent acting in that capacity.

ARTICLE XIII

HOLIDAYS

1.0 Scheduled Holidays

1.1 Days to be Observed

Fire Department employees covered under this Agreement shall be allowed the following holiday benefits:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Observed Village Holiday
Independence Day	July 4
Labor Day	1st Monday of Sept.
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of Nov.
Christmas Day	December 25

1.2 Day of Observance

All employees covered under this Agreement, with the exception of the day-time personnel, shall observe the holiday on the day stipulated above. It is, however, understood that for the day-time personnel, in the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.

2.0 Holiday Pay

2.1 Pay Schedule

The Village agrees to pay 12 hours straight time pay for those employees working and on duty on the above-mentioned holidays, and eight hours straight time pay for those employees off duty and not working on the above holidays.

### 3.0 Additional Holidays

#### 3.1 Declared Holidays

It is understood that in addition to the above-mentioned holidays, bargaining unit employees shall be granted those additional holidays as declared by the Village President and Board of Trustees.

#### 3.2 The Village agrees to grant compensatory time off whether worked or not worked for the following days:

1. Day after Thanksgiving
2. Christmas Eve
3. New Year's Eve

to members of the bargaining unit, subject to the following conditions:

1. compensatory time off shall only be granted if non-unionized Village personnel are granted time off from duties on the aforementioned days;
2. compensatory time off shall be in an amount equal to any time off granted non-unionized personnel; and
3. said compensatory time off is only recognized for the days stipulated above.

ARTICLE XIV

APPENDICES AND AMENDMENTS

Any mutually agreed upon appendices and/or amendments to this Agreement shall be numbered or lettered, dated, and signed by the responsible parties and shall be part of said Agreement.

ARTICLE XV

CLOTHING ALLOWANCES

All Class A uniforms, work station uniforms, and rough fire fighting gear as required by the Village's Rules and Regulations shall be provided by the Village without cost to the employee. The Village, through its Fire Chief and Village Manager, agrees to review the request of an employee for the replacement of personal property which is damaged or destroyed in the performance of their fire fighting or emergency duties.

Employees hired after ratification of this Agreement by both the Village and the Union who separate employment within three years of their hire date will be required to reimburse the Village for the cost of their firefighting gear, station wear, Class A dress uniforms and initial hire medical examinations pursuant to Fire Department Policies, and execute an agreement to that effect. The agreement shall set forth the total amount of money the employee will be required to reimburse the Village for (if known), and in no event may an employee be required to reimburse the Village for more than the amount set forth in the Agreement. Reimbursement shall be reduced on a pro rata basis as follows: 100% if separation occurs within the first year of hire date; 75% if separation occurs within the second year and 50% if separation occurs within the third year. In such case, the Village may exercise its right to deduct this amount from the employee's final paycheck.

## ARTICLE XVI

### HOURS OF WORK AND OVERTIME

#### 1.0 Hours of Work

##### 1.1 Application of this Article

This Article is intended to define the normal hours of work and provide the basis for the calculation and payment of overtime and shall not be construed as a guarantee of hours of work per day or per week, or guarantee of days of work per week.

##### 1.2 Normal Work Day and Work Week - Shift Personnel

The normal duty day for employees covered by this Agreement shall consist of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) consecutive hours off duty. The normal duty week for shift personnel shall be reduced by scheduling a Kelly Day every 18<sup>th</sup> shift to produce an average work week of 52.8 hours. Effective January 1, 2006 the normal duty week shall be reduced by scheduling a Kelly Day every 15<sup>th</sup> shift to produce an average work week of 52.26 hours. Effective January 1, 2008 the normal duty week shall be reduced by scheduling a Kelly Day every 13<sup>th</sup> shift to produce an average work week of 51.68 hours. Effective January 1, 2013 the normal duty week shall be reduced by scheduling a Kelly Day every 12<sup>th</sup> shift to produce an average work week of 51.33 hours.

##### 1.3 Shift Hours

Each 24-hour shift shall commence at 8:00 a.m. and end at 8:00 a.m. the following day.

##### 1.4 Window

It is understood and agreed that a two-hour window will be established under which the Fire Chief or his designated representative can deviate from the prescribed shift hours. The two-hour window is hereby defined from 0600 to 0800. All employees will be scheduled to work a constant 24-hour shift with no staggered hours.

##### 1.5 Day-Time Personnel

All full-time personnel assigned to day duty shall work an average of forty-five (45) hours per week, Monday through Friday (except holidays), 0800 to 1700 hours.

The parties recognize that the Village has exercised its authority to have a firefighter assigned to days whose schedule is adjusted as necessary to fill in on shift for absent shift employees. To the extent the Village employs firefighters in such positions, the transfers from shift to daytime operations and vice versa shall be governed by the written policies the Department has established to address this situation, as those policies may be amended from time to time. The Village's current policy regarding this position is #500-07.

Whenever the Village issues or changes these policies, the new or changed policies shall be posted for ten (10) calendar days, absent emergency, prior to their effective date. Except in an emergency, the Chief shall offer to discuss such new or changed policies at a Rules and Regulations Committee meeting prior to posting.

- 1.6 Effective May 1, 1994, the Village shall grant all full-time day personnel two floating holidays each full fiscal year over the term of the current collective bargaining agreement. It is understood that said floating holidays must be approved by the Fire Chief or authorized designee; must be scheduled according to the department's normal operational rules; cannot conflict with elementary school public education activities; cannot create overtime; and cannot be accumulated and brought forth to the following fiscal year. In the event that day personnel are temporarily assigned to shift duty, said floating holiday shall be re-scheduled so as not to create overtime on shift. If it cannot be re-scheduled without incurring overtime, the floating holiday shall be allowed to be brought forth to the following fiscal year.

## 2.0 Overtime

### 2.1 Overtime Rate

An employee working overtime in addition to his/her regular hours as defined in this Article shall be compensated for those overtime hours at the rate of one and one-half the employee's regular straight-time hourly rate as defined in Article VII. Nothing in this Article will be interpreted to compensate an employee more than once for the same hours worked.

### 2.2 Hours of Work - FLSA Overtime Pay

The La Grange Fire Department, for purposes of Section 7(k) of the Fair Labor Standards Act, follows work periods specified in Section 3.1 of Article XVI. The current 19.5-day work period began on January 1, 2008. Effective January 1, 2013, the work period will become 18 days. Day personnel shall receive FLSA overtime pay at the rate of one-half their regular rate for all regular hours worked in excess of forty-five (45) hours in a seven-day tour of duty.

For those employees hired after April 1, 1996 who spend time off duty (outside their regular duty hours) participating in employer-mandated training classes or sessions required to obtain certification as a Firefighter II, Fire Apparatus Engineer, and/or Emergency Medical Technician/Paramedic, the following provisions shall apply so long as is necessary to secure such certifications: (1) Such training time shall be excluded from the definition of regular overtime under Section 2.1 provided that any other overtime work assigned (e.g. call back, holdover) shall be compensated in accordance with the requirements of Section 2.1; and (2) If employer-mandated training classes attended by such employees off duty occur within an employee's work period in a way which would otherwise cause FLSA overtime compensation to be due such employees under Section 7(k) of the Fair Labor Standards Act for those class periods, the La Grange Fire Department may reschedule vacation or other accrued paid time off of such employees as time paid but not as time worked (or assign leave without pay if insufficient accrued paid time exists) to occur during that period, so as to eliminate the Department's FLSA overtime exposure under Section 7(k) for those training class period hours.

### 2.3 Overtime Provisions

When the need arises for overtime as determined by the Fire Chief including, but not limited to, a lack of manpower creating a short shift, consisting of five (5) full-time personnel, one (1) officer and a minimum of four (4) members of the bargaining unit, such overtime shall be made available to the bargaining unit employees according to seniority on a rotation basis, taking into consideration the ability to respond within a reasonable length of time. If no bargaining unit employee is able to respond within a reasonable length of time, said overtime shall be offered to other members of the department and paid-on-call members of the Fire Department. It is, however, understood and agreed that the foregoing is intended as a definition of the need for overtime and is not to be construed as a minimum manning provision.

### 2.4 Special Overtime Provisions

On occasions when it is deemed necessary by the Fire Chief for one or more individuals to work overtime on a project or program which is unique and which

requires the expertise of one or more individuals, such individuals may be called back to work by the Fire Chief without violating the provisions.

This provision is intended to allow flexibility in call-back procedures in times of unique circumstances and may not be used to avoid the provision of Section 2.2.

## 2.5 Call Back Pay

Effective May 1, 1994, all full-time employees covered under the current collective bargaining agreement who are called back to work from off duty for a general alarm, short shift or standby, shall be paid a minimum of one (1) hour at the overtime pay rates specified within the current collective bargaining agreement.

## 2.6 Standbys

When the need for a standby exists, it is understood that it will first be offered to the full-time members of the bargaining unit, taking into consideration their ability to respond within a reasonable length of time. If no full-time member of the bargaining unit is available to respond within a reasonable length of time, said standby can be offered to other full-time members of the department or paid-on-call members of the Fire Department.

## 3.0 FLSA Days

### 3.1 FLSA Work Cycle

The Village has an individual FLSA work cycle of 19.5 days for each employee covered by the current collective bargaining agreement, with the starting and ending times of the cycle alternating between 8:00 a.m. and 8:00 p.m., so that the employee's Kelly day (13<sup>th</sup> duty day) falls on the shift that contains the last half day of one cycle and the first half day of the next work cycle. Effective January 1, 2013, the individual FLSA work cycle for each employee covered by the current collective bargaining agreement shall be changed to 18 days, which commences at 8:00 p.m. on the first day of the cycle and concludes at 8:00 p.m. on the 18<sup>th</sup> day of the cycle. Each employee's work cycle shall be established so that the employee's Kelly Day (12<sup>th</sup> duty day) falls on the shift starting at 8:00 a.m. on the 18<sup>th</sup> day of the employee's work cycle and ends at 8:00 a.m. on the first day of the succeeding work cycle.

### 3.2 Trading of Kelly Days

Once Kelly days have been scheduled for the following year, an employee may request to trade Kelly days with another employee on the same shift. Such a

request shall be submitted to the Fire Chief for approval. Such a request shall not be unreasonably denied. Any approved Kelly day trade shall be considered a duty trade for purposes of calculating Kelly hours worked.

#### 4.0 Personal Necessity

##### 4.1 Time Allowed

In the event of a personal necessity (i.e., family emergency, severe weather conditions), an employee may be granted time off from duties. A maximum of one (1) duty day for shift personnel and two (2) regular work days for day-time personnel may be granted each contract year with the approval of the on-duty shift supervisor and Department Head.

In lieu of the above, effective May 1, 1993, employees shall accumulate personal necessity leave at the rate of one (1) hour for each full month (more than one-half) of service. In the event of a personal necessity (i.e., family emergency, severe weather conditions), an employee may be granted accumulated time off from duties with the approval of the on-duty shift supervisor and Department Head.

##### 4.2 Conversion

At the employee's option, accumulated personal necessity leave can be converted to sick leave. For shift personnel, such conversion must be made in full-day (24-hour) increments. For day-time personnel, such conversion must be made in full-day (9-hour) increments.

## ARTICLE XVII

### GROUP INSURANCE

#### 1.0 Group Health Insurance

- 1.1 The Village of La Grange will offer a group health insurance program to all employees covered by this Agreement at a level corresponding to that which is afforded non-contract employees. The Village reserves the right to select and change carriers, plans, benefit levels, plan deductibles, co-payments and other plan charges to employees covered by this Agreement so long as such charges are the same as those applied to non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager).
- 1.2 For the plan provided for under this Article, the Village will pay the full premium cost of single employee plan coverage and will contribute ninety percent (90%) of the difference between the most current premiums for such single coverage and dependent coverage under the plan, per employee, for those employees eligible for and electing dependent coverage. The Village shall have the right to reduce its contribution levels down to no less than eighty-eight percent (88%) of monthly premium costs for single and family coverage, provided such changes are equally applicable to non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager).

In the event the Village offers more than one plan (not including the HSA/PPO plan referenced in the Side Letter of Agreement), employees electing the second plan shall pay whatever premium costs the Village requires of its non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager). Employees who remained in HMO Illinois shall be required to pay the additional cost for that plan, for so long as that plan is offered. Members of the bargaining unit shall be offered the opportunity to participate in a flexible spending account plan (IRS §125) to be implemented no later than January 1, 2006, under the same terms and conditions as that offered to non-bargaining unit employees (except department heads, the Assistant Village Manager and the Village Manager).

#### 2.0 Employee Health Insurance Committee

- 2.1 The Union President or a designated member of the bargaining unit shall be appointed to serve on the Employee Health Insurance Committee. Through representation on this Committee, the Union will be notified and consulted before changing insurance carriers or instituting new programs.

#### 3.0 Life Insurance

- 3.1 The Village will contribute sixty-seven percent (67%) per month per employee toward the cost of a \$50,000 face value term life insurance policy.

#### 4.0 Retiree Benefits

- 4.1 The Village shall provide the following benefits: Members of the bargaining unit who qualify for a pension at age fifty (50) or more years, and with twenty (20) or more years of service and/or is awarded a disability pension, pursuant to Illinois Compiled Statutes, 40 ILCS 5/4 (The Firemen's Pension Fund), shall be entitled to retain the Village's existing Group Health Insurance Program and Benefits at the group premium rate, to be paid by said retired employee.

The benefits and rights of this section shall be maintained to the retirees except:

- a. when the retiree shall attain age sixty-five (65);
- b. when the retiree becomes eligible for Medicare;
- c. when the retiree enrolls in an established National Health Care Program;  
or
- d. when and if said retiree becomes re-employed and becomes eligible and is accepted in another group hospitalization insurance plan.

It is understood in interpreting this last clause that a retiree who becomes insured for six consecutive months in another employer's group insurance plan shall be entitled to continue his/her Village Group Health Insurance for up to said six months. The retiree's group insurance under the Village's plan shall, however, be terminated after six (6) months from being insured under the new employer's group hospital plan.

Effective with the execution of this agreement, nothing in Section 4.1 shall interfere with an employee's rights under the Public Safety Employee Benefits Act, 820 ILCS 320.

- 4.2 Members of the bargaining unit shall be offered the opportunity to participate in a Retiree Health Savings (RHS) Plan to permit them, to the extent permitted by law, to elect to direct into a medical savings account any lump sum payments of accrued leave they might be entitled to cash out under the terms of this Agreement, as well as any negotiated wage diversions. Such RHS plan shall be established no later than January 1, 2006.

#### 5.0 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the measures are equally applicable to non-contract employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, preferred provider option, and mandatory out-patient elective surgery for certain designated surgical procedures. Employees will be given advance notice of any such cost containment measures before they are instituted.

#### 6.0 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any employee.

ARTICLE XVIII

LOSS PREVENTION

1.0 Safety

1.1 The Village and Union desire to maintain safe working conditions. Employee suggestions concerning safety will be considered fully, and prompt responses will be given.

2.0 Safety Incentives

2.1 In order to promote safety and loss prevention and to reward employees for their good safety record, the Village has initiated a Safety Day Incentive Program. Employees covered under this Agreement who have worked a full year without having an avoidable accident will receive eight hours of comp time. After five years and every fifth year thereafter without an avoidable accident, each employee will receive twenty-four (24) hours of comp time. For purposes of this paragraph, accrual of time without an avoidable accident will begin on the first day the employee reports for duty. Employees who are found to have an avoidable accident as determined by the Village's Loss Prevention Committee, and upheld following review, will again start to accrue time from the date of the "avoidable" accident.

ARTICLE XIX

VACATIONS

All vacation benefits shall be granted in accordance with the following:

- A. The Fire Department shift employees covered under this Agreement shall be allowed annual vacation leave with pay for each twelve (12) months of service, based on the employee's anniversary date, as stipulated below.

After one (1) year.....	Four (4) duty days
After six (6) years .....	Six (6) duty days
After thirteen (13) years.....	Nine (9) duty days
Twenty (20) years and after .....	Eleven (11) duty days

Bargaining unit members shall be allowed to accrue vacation leave up to a maximum of twelve (12) duty days. However, a member of the bargaining unit may exceed the maximum accrual for vacation leave with the written approval of the Fire Chief.

- B. Those personnel of the Fire Department assigned to day-time duty shall be allowed annual vacation leave with pay for each twelve (12) months of service, based on the employee's anniversary date, as stipulated below.

After one (1) year.....	Ten (10) duty days
After six (6) years .....	Fifteen (15) duty days
After thirteen (13) years.....	Twenty (20) duty days
Twenty (20) years and after .....	Twenty-five (25) duty days

Bargaining unit members shall be allowed to accrue vacation leave up to a maximum of twenty five (25) duty days. However, a member of the bargaining unit may exceed the maximum accrual for vacation leave with the written approval of the Fire Chief.

- C. Every employee shall be eligible for a vacation with pay after one (1) year of service with the Village in accordance with the above schedule. Vacations shall be scheduled on a basis of rank and seniority, per Fire Department Policy as may be amended from time to time, with the approval of the Fire Chief, and in a manner to protect the effective operation of the Department.

- D. Bargaining unit members shall be allowed to take annual vacation leave during the calendar year, subject to Section C above, provided that the amount of leave taken does not exceed the maximum annual leave granted to employees according to the above schedules. This practice is acceptable with the understanding that the Village's current policy of accumulating earned vacation leave monthly has not changed and that said

policy will be applied when calculating earned leave for purposes of general administration including, but not limited to, separation and retirement.

ARTICLE XX

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by executive order of the Governor of the State of Illinois, State or Federal Legislative authority and/or Judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXI

NO STRIKES - NO LOCKOUTS

The Village agrees that there shall be no lockout of employees by the Village during the term of this Agreement. The Union agrees that no strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strikebreakers or to go through picket lines, except in the performance of their emergency duties. In the event other Village employees are on picket duty around the Police and Fire building, the Union agrees to cross said picket lines to report for duty in order that prompt and efficient response can be given to emergency Fire Department duties.

## ARTICLE XXII

### GRIEVANCE PROCEDURES

#### A. Definition

A grievance is a dispute or difference of opinion raised by an employee or the local union (with respect to a single common issue) covered by this Agreement against the employer involving an alleged violation of an expressed written provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue which is subject to the jurisdiction of the Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

#### B. Grievance Procedure

Any individual employee or the local union shall have the right at any time to present grievances to the Village and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given opportunity to be present as a party at such adjustment.

When an employee or the local union wishes to have a grievance presented for settlement, such grievance shall, except as otherwise provided in this or any other written agreement between the Village and the Union, be presented as outlined below:

Step 1            The employee, either alone or with a Union representative, must first meet with the immediate supervisor on duty, Captain in charge of the shift or division, within ten (10) calendar days of the grievance in an attempt to orally and informally resolve the grievance. If the matter is not resolved and the employee decides to appeal, he/she may go to Step 2.

Step 2            The aggrieved employee, either alone or with a Union representative, must file a written grievance setting forth the name(s) of the aggrieved employee(s) and the nature of the dispute, including the specific provisions of this Agreement at issue with the Fire Chief within ten (10) calendar days of the informal meeting with the immediate supervisor on duty or Captain in charge of the shift. Said grievance must be filed on the appropriate grievance form (submitted as appendix E), signed and executed by the grievant.

The Fire Chief shall answer in writing said grievance within fifteen (15) calendar days of the filing of said written grievance.

Step 3

If the case is not settled in Step 2 and the employee decides to appeal, said employee may file within ten (10) calendar days from the receipt of the Fire Chief's answer, as indicated in Step 2, a written appeal to the Village Manager. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his designee shall convene a meeting with the employee, the Fire Chief, and, if the Union desires, the Union President and/or his designee to review the grievance and the findings arrived at in Step 2. Said meeting shall be held at a mutually agreeable time with all parties. The Village Manager or his designee shall render an answer in writing to all parties involved within twenty (20) calendar days of the meeting date.

Step 4

In the event that the matter is not settled in Step 3, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager within twenty (20) calendar days after the Village Manager or his designee's answer in Step 3. The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of the names of seven (7) arbitrators drawn from members of the National Academy of Arbitrators, and who are residents of Illinois, Iowa, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Union, and the Village shall strike names alternately until the last person's name remains. This person shall then become the arbitrator. The order of striking shall be determined by coin toss.

The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Village, and the Union representative.

The arbitrator may schedule and call such meetings of the representatives to the arbitrator as he/she may deem necessary to adjudicate the dispute. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her and his/her recommendation shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

The decision of the arbitrator made in compliance with the foregoing shall be binding, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the

date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Village and the employee and the Union. The recommendation of the arbitrator shall be final and binding.

Fees and expenses of the Arbitrator shall be divided equally between the Village and the Union, provided, however, that each party shall be responsible for paying its own representatives and witnesses.

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Step 1 or within ten (10) calendar days after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not appealed within the time limits for appeal set forth in Steps 1, 2, 3 and 4, it shall be deemed withdrawn, provided, however, that the parties may agree by a mutual written agreement to extend any time limit. If the Village fails to provide an answer within the time limits provided, the Union or employee may immediately appeal to the next step. All grievance discussions and investigations shall take place in a manner which does not interfere with Village operations.

ARTICLE XXIII

NO PYRAMIDING

Benefits shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE XXIV

UNION ACTIVITIES

1. On-Duty Activity

Employees shall not be permitted to engage in or conduct any Union or Union-related activity while on-duty or on Fire Department property, except as follows:

- A. Periodic meetings of Local No. 2338, so long as such meetings are conducted after 6:00 p.m.;
- B. Processing of grievances, including attendance at grievance hearings as contained in Article XXII; and
- C. Such other tasks as authorized by the shift supervisor and Fire Chief.

2. File Cabinet

The Village will provide the Union with space within the Fire Department for one (1) file cabinet, subject to the location being approved by the Fire Chief.

ARTICLE XXV

EDUCATIONAL BENEFITS

It is understood that the Village's Educational Benefits, a copy of which is attached as Appendix C, shall be incorporated into this Agreement. Reimbursement by employees receiving significant training opportunities who, subsequent to receiving such training, voluntarily separate from the Village shall be in accordance with the schedule contained in Appendix C.

ARTICLE XXVI

DRUG AND ALCOHOL TESTING POLICY

All employees in the bargaining unit shall be subject to the provisions of the Drug and Alcohol Testing Policy which is attached and made part of this Agreement as Appendix F.

ARTICLE XXVII

PROMOTIONS

SECTION 1 General

Promotions to the rank of Lieutenant shall be conducted in accordance with the provisions of 65 ILCS 5/10-2.1-10-15 the Fire Department Promotion Act, 50 ILCS742, and rules of the Board of Fire and Police Commissioners that are consistent with the Act and the terms of this Article.

SECTION 2 Rating Factors and Weights

Candidates for promotion to the rank of Lieutenant shall be evaluated and ranked based upon the following rating factors and weights:

- |    |  |      |
|----|--|------|
| 1. | Written Examination.....   | 35%  |
| 2. | Oral Interview.....  | 15%  |
| 3. | Performance Evaluations.....   | 10%  |
| 4. | Ascertained Merit .....  | 10%  |
|    | (up to a maximum of ten points)  |      |
| 5. | Seniority.....   | 10%  |
|    | (One point shall be awarded each year of<br>continuous service as of the date of the written test<br>up to a maximum of 10 points) |      |
| 6. | Assessment Center.....   | 20%  |
|    | .....  | 100% |

Veteran preference points may be granted in accordance with 65 ILCS 5/10-2.1-10-12 and the rules of the Board of Fire and Police Commissioners.

The points for the ascertained merit rating factor shall be awarded based upon job-related criteria as stated in Appendix G, unless the parties mutually agree to change them.

Study guides and reference materials shall be made available on an equal basis to all employees who desire to take the test at least 30 days prior to the date of the written examination. Departmental policy will govern the use and location of the reference materials.

SECTION 3 Test Results

Test results from each section of the promotional process shall be given in writing by the Board of Fire and Police Commissioners to each candidate for promotion after each section has been scored.

#### SECTION 4 Service Requirements

The minimum service requirements to be eligible to participate in the promotional process for the rank of Lieutenant shall be as follows: The employee must have a State of Illinois Fire Fighter III certification and must have completed five (5) years of continuous service as a sworn full-time fire fighter for the Village of La Grange Fire Department as of May 1 of the year of the test.

#### SECTION 5 Order of Selection

When there are vacant or newly created positions in the rank of Lieutenant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

#### SECTION 6 Performance Evaluations

No employee working out of classification continuously for more than one calendar year shall write performance evaluations for persons holding the same rank as that employee. Nothing herein, however, shall prohibit the Village from seeking input (whether verbal or written) from such employees as part of the performance review process, and nothing shall prohibit an employee who has worked in an acting capacity but who has since been promoted to a higher rank at the time an evaluation is to be written from writing a performance evaluation on an employee who had once held the same rank as the now promoted employee.

## ARTICLE XXVIII

### SENIORITY

#### Section 1

Seniority, for the purpose of vacation accrual, shall be defined as the length of continuous service in full-time Village employment and will continue to accrue during all types of leaves of absence with pay and other leaves specifically provided for in this agreement. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 2

Seniority, for the purpose of layoffs and other purposes not defined above, shall be defined as the length of continuous service in full-time Village employment as a sworn Firefighter or Firefighter/Paramedic. Seniority, as used in this Section, shall accrue during an employee's probationary period.

#### Section 3

An employee shall lose his/her status as an employee and his/her seniority if he/she:

- A. resigns
- B. is terminated; or
- C. retires.

#### Section 4

If two (2) or more employees have the same seniority date as defined above in either Section 1 or Section 2, then the order of seniority shall be determined by:

- A. date of hire. - if both individuals have the same date of hire, then seniority shall be determined by:
- B. order on the final hiring list.

#### Section 5

On or before November 30 of each year, the Village will post on the Union bulletin board a written seniority list setting forth the order of seniority of each member of the bargaining unit for both Section 1 and Section 2. The Village will not be responsible for any errors in the seniority list(s) unless such errors are brought to the attention of the Village, in writing, by the employee, within fourteen (14) days after such posting.

ARTICLE XXIX

LAYOFF AND RECALL

Section 1

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with the provisions of Illinois Statutes, 65 ILCS 5/10-2.1. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are fully qualified to do the work to which they are recalled.

Employees who are eligible for recall shall be given seven (7) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee in writing of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. The Village will require an employee to pass a departmental physical and/or medical examination before returning to work.

The Union and the initial affected employee(s) shall be notified in writing at least fifteen (15) calendar days in advance of the effective date of such layoffs. The Village agrees to meet and

discuss the layoffs with the Union, upon request, though such consultation shall not be used to delay the layoff.

## Section 2

Any employee who is laid off as a result of the Village's decision to implement a layoff shall, in addition to the recall rights set forth above:

- a) Be paid for any earned but unused vacation days.
- b) Be permitted to remain in the Village's group insurance program at the employee's cost for a period of time not to exceed legal requirements from the effective date of layoff by paying in advance each month the full applicable monthly premium.

ARTICLE XXX

JOB PERFORMANCE / PHYSICAL ABILITY REQUIREMENTS

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Fire Department, to protect the public, and to reduce insurance costs and risks, the Village may establish minimum job performance / physical ability standards for all employees. To assist the Village in drafting such a policy, the Village shall form a labor-management committee to study various options and make recommendations as to what minimum job performance / physical ability requirements should be implemented under a mandatory program. The final decision as to what policy ultimately shall be adopted shall be made by the Village.

ARTICLE XXXI

DISCIPLINE

Discipline shall be administered in a manner consistent with the Village Employee Manual as may be amended from time to time.

ARTICLE XXXII

THE ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject, either included in this Agreement or not, except, however, that the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to the terms of this provision shall not be construed as waiving any of their rights or obligations to negotiate as may be required by the IPLRA as to the impact of the exercise of the Village's management rights as set forth herein on any terms and conditions of employment.

ARTICLE XXXIII

DURATION AND TERMINATION

This Agreement shall be in effect upon its ratification by both parties and shall terminate at midnight April 30, 2017.

This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing not less than one-hundred-twenty (120) days prior to the anniversary date that it desires to modify the Agreement.

In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties have hereto set their hands, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

FOR THE VILLAGE

FOR THE UNION

\_\_\_\_\_

*Christine Conner* President

\_\_\_\_\_

*Jeffrey Behland* Sec.

\_\_\_\_\_

*J. V. H.* Treasurer

APPENDIX A

AUTHORIZATION FORM FOR  
PAYROLL DEDUCTION OF UNION DUES

I hereby request and authorize the Village to deduct from my earnings twice each month the Union dues of the La Grange Fire Fighters' Association, IAFF Local #2338, AFL-CIO-CLC, and remit same to the Treasurer of the Union. This authorization shall be irrevocable for the period of one year from the date hereof and shall be automatically renewed and irrevocable for successive similar periods of one year unless a written order or revocation is given by me to the Village and to the Union ten days prior to the expiration of the anniversary of the signing of this authorization.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Date

APPENDIX B

AUTHORIZATION FORM FOR

PAYROLL DEDUCTION OF FAIR SHARE CONTRIBUTION

I hereby request and authorize the Village to deduct from my earnings once each month the Fair Share dues of the La Grange Fire Fighters' Association, IAFF Local #2338, AFL-CIO-CLC, and remit same to the Treasurer of the Union. This authorization shall be irrevocable for the period of one year from the date hereof and shall be automatically renewed and irrevocable for successive similar periods of one year unless a written order or revocation is given by me to the Village and to the Union ten days prior to the expiration of the anniversary of the signing of this authorization.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Date

## APPENDIX C

### EMPLOYEE EDUCATIONAL ASSISTANCE BENEFITS

#### I. INTRODUCTION

This procedure outlines the policy and provisions of the Village's program for assistance to employees in furthering their education in areas that would be of mutual benefit to them and the Village.

#### II. POLICY

- A. The Village encourages its regular full-time employees to further their personal and professional development and effectiveness on the job by reimbursing full tuition, books and administrative fees covering work-related study programs. It is the Village's intention to administer this policy in a manner that will provide equal opportunity to all job classifications in all departments.

The Village of La Grange Employee Educational Assistance Benefits will consist of the following two categories:

1. Assigned Training - This category of educational assistance will consist of any training, seminar attendance or coursework that is determined by a respective Department Head to be required of an employee(s) in order to better enable that employee(s) to fulfill job responsibilities.
2. Voluntary Training - This category of education assistance will consist of those areas covered in Section V which an employee(s) may pursue independent of any assigned training which is job related and designed to help an individual perform better at his job classification.

#### III. ELIGIBILITY

The program or course must be related to the employee's immediate position.

#### IV. PROVISIONS FOR ASSIGNED TRAINING

- A. All assigned training requiring financing by the Village during a fiscal year must be listed in the proposed budget for a respective department.
- B. Department Heads will determine who from their department will be assigned for training.

- C. Those employees assigned to training during their normal working time may receive the following:
1. tuition
  2. registration fees
  3. course materials
  4. transportation\*
  5. employee salary
  6. lodging (extended training only)\*\*

- D. Those employees assigned to training on their regular day off or in addition to working their full work day will receive the following:

1. tuition
2. registration fees
3. course materials
4. transportation\*
5. compensation time paid at the rate of time and one-half\*\*\*
6. lodging (extended training only)\*\*

\* Those employees assigned to training who must provide their own transportation will be reimbursed pursuant to the mileage rate recognized by the Internal Revenue Service.

\*\* An employee attending extended training (three (3) or more days' duration) does not receive any overtime regardless of the length or number of hours required while attending said training.

\*\*\* Compensatory time will be taken at the convenience of the respective department.

#### V. PROVISIONS FOR VOLUNTARY TRAINING

- A. Each department must have a budgeted amount of money from which to finance this category of Employee Educational Benefits.
- B. All employee requests for voluntary training must be made well in advance so as to allow adequate time for a respective Department Head's review.
- C. Any request to attend voluntary training must not interfere with the effectiveness of a respective department nor should said attendance place a respective department in a position necessitating extra pay for a replacement in order to cover a shift.
- D. The Department Head will determine who will receive assistance for reimbursable items in the event requests exceed the budgeted amount.

E. All books purchased with Village funds must remain with the Village after the completion of any course. An employee has the option of purchasing books which, in that case, will remain the property of that employee.

F. Only programs or courses offered by accredited organizations will be considered under this policy:

1. Single formal courses, such as those offered by colleges and universities. Benefits to be received: tuition, fees and books.

2. Special single short courses, such as those offered by associations, trade schools and professional groups. Benefits to be received: tuition, fees and books.

3. High School Diploma Program. Benefits to be received: tuition, fees and books.

NOTE: Tuition, fees and books for the above Nos. 1 thru 3 must be refunded to the Village in full if an employee receiving a reimbursement leaves the employ of the Village within one (1) year from completing the course.

4. Associate or Bachelor's Degree. Benefits to be received: tuition, fees and books.

NOTE: The foregoing benefits under No. 4 will be reimbursed if in accordance with the following provisions:

a. Two (2) courses for a school period (semester, quarter, etc.). Any requests for additional courses must be approved by the employee's Supervisor and Department Head.

b. Two (2) years of service to the Village after completing said degree.

5. Master's Degree Program. Benefits to be received: tuition, fees and books.

NOTE: The foregoing benefits under No. 5 will be reimbursed if in accordance with the following provisions:

a. Two (2) courses for a school period (semester, quarter, etc.). Any requests for additional courses must be approved by the employee's Supervisor and Department Head.

- b. Three (3) years of service to the Village after competing said reimbursed degree.
- G. Students will not be reimbursed for any costs paid for them from some other educational assistance program.
- H. The Village shall have the right to recover full funds provided for educational assistance, for which payment has been made, if the employee fails, withdraws from, has an "Incomplete" for the course(s), does not provide the Fire Chief with a grade report within four weeks of completion of the course(s) of study, or voluntarily or involuntarily terminates employment with the Village, pursuant to Sections V-F-4(b) and V-F-5(b) above.

## VI. ADMINISTRATION OF PROGRAM

- A. All questions pertaining to the foregoing policy and provision guidelines will be decided upon by the Department Head and Village Manager.
- B. The following is the administrative procedure governing the Village Educational Assistance Policy which describes the interaction and responsibility between the employee, Supervisor, Department Head and Finance Director.
- C. Employee
  - 1. If contemplating a single formal course, special short course or correspondence course, please use Training Approval and Reimbursement Request (see attached).
  - 2. If contemplating enrolling in an Associate's, Bachelor's or Master's Degree program, discuss plans with Supervisor and prepare a letter to the respective Department Head outlining the personal and Village benefits to be derived from said degree program.
  - 3. Submit request or letter to Supervisor for approval.

- D. Supervisor
  - 1. Review and indicate recommendation on request or letter.
  - 2. Forward to Department Head.
- E. Department Head
  - 1. Review, indicate recommendation on letter or request and forward to Finance Director.
- F. Finance Director
  - 1. Verify availability of funds in Village budget. If no educational funds are available in the budget, the request will be denied. The educational benefits are limited to the specific amount adopted in the budget.
  - 2. Refer the approved form to Village Manager for signature.
- G. Employee
  - 1. Upon receiving approval, enroll in course.
  - 2. When course is completed, employee must furnish Supervisor with evidence of successful completion and receipts for the course and course related material, to fulfill their responsibilities to the Village.
- H. The Village agrees to reimburse employees covered by this agreement for voluntary educational assistance upon presentation of a receipt for full payment for course(s) authorized under Appendix "C"; such reimbursement shall be made within 21 days after a receipt for full payment has been presented to the Village. Such reimbursement payments are subject to repayment to the Village by the employee if all provisions for voluntary training and the administration of this program according to said Appendix "C" including, but not limited to, Sections V and VI, have not been met.

VII. REIMBURSEMENT FOR EDUCATIONAL BENEFITS

Effective May 1, 1992, and in accordance with the language contained within the article of the collective bargaining agreement entitled "Educational Benefits," the Village will require reimbursement from employees who voluntarily separate their employment with the Village and have participated in the following employee training and educational opportunities:

<u>Type of Training</u>	<u>Amortization Period</u>
Fire Fighter II	2 years
Fire Apparatus Engineer	2 years
EMT-B	2 years
EMT-P	3 years
Fire Officer I	1 year
Fire Investigator	1 year
Arson Investigator	2 years
Executive Fire Officer (NFA)	3 years
Baccalaureate Degree Work or Above	3 years

Reimbursement shall be based upon all out-of-pocket expenses incurred by the Village, except for base wages and benefits. The amount to be reimbursed shall be reduced on a pro rata basis for each full year of employment after the training has been provided.

In the event an employee is provided multiple training opportunities, the amortization periods shall run concurrently based on course completion dates.

TRAINING APPROVAL AND REIMBURSEMENT REQUEST

Prior to course enrollment, this form shall be completed by the Department Head requesting the payment of tuition and book expense for an employee for educational expenses directly related to an approved course of instruction.

Employee Name \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Course Description (attach copy of school bulletin, if possible; be precise)

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Reasons for Enrollment (be specific)

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Place of Instruction \_\_\_\_\_

Training Approval and Reimbursement Request (Cont'd.)

Village/Fire Fighters – Agreement, 2014-2017 – Page 59

5-C.64

Length of Course, Number of Hours, per Week, etc.

\_\_\_\_\_  
\_\_\_\_\_

Anticipated Expenses

Tuition \_\_\_\_\_  
Book Expense \_\_\_\_\_  
Other \_\_\_\_\_  
Total Estimated Expenses \$ \_\_\_\_\_

Training Reimbursement Declaration

I understand that if I should voluntarily resign from the service of the Village of La Grange within one year after completing the above course(s) (or as specified elsewhere in Appendix C) for which I am being reimbursed, the full amount of such reimbursement shall be returned to the Village. In such case, the Village may exercise its right to deduct this amount from my final paychecks.

\_\_\_\_\_, 20\_\_  
Employee Signature Date

Recommended:

\_\_\_\_\_, 20\_\_  
Village Manager Date

Sufficient Funds:

\_\_\_\_\_, 20\_\_  
Finance Director Date

5-C.65

APPENDIX D

ANNUAL BASE SALARIES FOR FIRE FIGHTERS AND LIEUTENANTS

	Effective on May 1, 2014	Effective on May 1, 2015	Effective on May 1, 2016
<b>FIRE FIGHTER</b>			
Start	56,225	57,491	58,784
After 1 year	61,692	63,080	64,499
After 2 years	65,085	66,550	68,047
After 3 years	68,662	70,207	71,787
After 4 years	72,441	74,071	75,738
After 5 years	76,425	78,144	79,902
After 6 years	80,943	82,764	84,627
<b>LIEUTENANTS</b>			
Start	84,993	86,905	88,860
After 1 year	88,069	90,050	92,077
After 2 years	91,148	93,199	95,296

APPENDIX E

GRIEVANCE SUBMISSION FORM

VILLAGE OF LA GRANGE/IAFF LOCAL #2338

Date Submitted \_\_\_\_\_ Date Occurred \_\_\_\_\_

Aggrieved \_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

Submitted to \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Received \_\_\_\_\_

Nature of Grievance  Contract - Article(s) and Section(s) \_\_\_\_\_  
 Personnel Code - Article(s) and Section(s) \_\_\_\_\_

Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and to make whole.

This constitutes  Step 1  Step 2  Step 3  Step 4  
of Article XXII, Section B of the Agreement and/or  
 Step 1  Step 2  Step 3  Step 4  
of Personnel Manual, effective January 1, 1996

Per the Agreement, response is required no later than \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Received by (signature) \_\_\_\_\_

5 - C.67

## APPENDIX F

### DRUG AND ALCOHOL TESTING POLICY

#### I. INTRODUCTION

The Village of La Grange has a responsibility to its employees and residents to provide a safe, lawful and productive workplace. Drug and alcohol abuse threaten health, endanger safety, harm productivity and undercut the quality of public services. The goals of this Policy are to enhance safety and productivity, encourage employees with drug or alcohol problems to seek help before the problems lead to discipline or discharge, and describe when employees are subject to drug/alcohol testing and discipline for violating this Policy.

To that end, all current members of the bargaining unit shall be supplied a copy of this Drug and Alcohol Testing Policy. The Village will meet with employees to explain the Policy. Local Union representatives shall be afforded the opportunity to be present at these employee meetings and explain the Union's role in regard to the Policy. New employees will be supplied with a copy of this Drug and Alcohol Testing Policy as part of the new employee orientation.

This Policy is effective May 1, 1996. This Policy applies to all members of the bargaining unit.

#### II. WORK RULES

- A. At all times that employees are working, performing assigned duties for the Village, operating Village vehicles or equipment, present on Village premises or at a Village worksite during their work hours, employees are prohibited from:
1. Using, possessing, selling, manufacturing, distributing, buying or dispensing drugs;
  2. Having a drug (or its metabolites) as defined herein in their system or abusing a prescription drug;
  3. Being under the influence of alcohol, or otherwise unfit to work or drive safely due to the consumption of alcohol; or
  4. Consuming or possessing alcoholic beverages.<sup>1</sup>

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1. This policy does not prohibit employees from possessing unopened or sealed containers of alcoholic beverages in personal vehicles on Village premises. The privilege to possess alcoholic beverages in such circumstances will be withdrawn with respect to any employees who abuse it or violate this Policy. This Policy also does not prohibit employees from the otherwise lawful off-the-job use or possession of alcoholic beverages.

5. Abusing a prescription drug which has been legally prescribed and dispensed to the employee;
  6. Failing to (i) obtain information about a prescribed medication's effect on the employee's ability to perform his job safely, or (ii) immediately disclose to his supervisor any medication-related work restrictions, or (iii) disclose to his supervisor when taking medication whose container has warnings that the medication may affect an employee's ability to perform his or her job, or to drive or operate machinery; or
  7. Failing to comply with any state or federal drug testing, possession or drug free workplace laws applicable to bargaining unit employees.
- B. Compliance with the terms of this Policy and cooperation in the types of testing required by this Policy are conditions of continued employment.
- C. Employees are required to cooperate in inspections by the Village of its premises, equipment and vehicles. Such inspections may, among other times, occur when the Village has reason to suspect that illegal drugs, alcoholic beverages, or illegal drug paraphernalia are present on its premises.
- D. Employees who are convicted of, plead guilty to, or sentenced for, a crime occurring at a Village worksite or on Village premises which involves illegal drugs must notify the Village Manager or his/her designee within five (5) days of the event. Where employees who commit such crimes are directly engaged in or performing work under a state or federal grant or contract, their crimes will be reported to the contracting/granting agency within 10 days of notice to the Village.
- E. Employees who are arrested, indicted, or convicted of off-the-job crimes or serious traffic violations involving illegal drugs or alcohol may be subject to appropriate discipline, depending on applicable law, the nature of their job responsibilities, and any adverse effects on the Village's operations and reputation.

### III. DEFINITIONS

**Drugs** – Means any controlled substances listed in 720 ILCS 550/1 et seq., 720 ILCS 570/100 et seq., or 21 U.S.C. 812 et seq., including an analog of any listed drugs for which the person tested does not submit a valid pre-dated prescription, and all illegal drugs. In addition, “drug” includes “designer drugs” which may not be listed in the Controlled Substance Act but have adverse effects on perception, judgment, memory and/or coordination. “Illegal drug” shall be defined as cannabis and all controlled

substances under Illinois or federal law which are not being used under the supervision of a licensed health care professional or otherwise in accordance with federal law. The term may include, but is not limited to, marijuana, cocaine, LSD, amphetamines, heroin and PCP.

**Under the Influence of Alcohol** -- means an alcohol concentration of .02% or more, or actions, appearance, speech, or bodily odors which reasonably cause a Supervisor or Department Head to conclude that an employee's ability to work safely or effectively has been impaired by alcohol. (An alcohol concentration of .02% or more shall constitute a "positive test for alcohol"). A blood alcohol content of less than .02% shall not preclude the Village from acting to prove that the employee was unable to perform his duties properly.

**Village Premises** -- means all property leased, managed or owned by the Village including, but not limited to, buildings, offices, facilities, grounds, vacant property, worksites, streets, alleys, rights-of-way and parking lots.

**Positive Test Results** -- shall mean a positive result on both an initial screening test and a confirming test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative. A positive confirming test result for alcohol is one where the specimen tested contained alcohol at a concentration of .02% or more. A positive confirming test result for drugs shall be determined by the Medical Review Officer based on the prevailing National Institute for Drug Abuse (NIDA) standards which may be amended from time to time.

**Medical Review Officer** -- The Village shall designate a Medical Review Officer. The Medical Review Officer is a licensed physician who shall, among other things as may be determined by the Village, be responsible for receiving and reviewing positive test results for drugs and evaluating the employee's explanation for a positive test result.

#### IV. SUPERVISORY TRAINING

All Village Supervisors and Department Heads shall receive appropriate training in the following areas:

- A. The terms of and documentation required by this Policy;
- B. The signs of drug and alcohol use and abuse and the procedures to be followed in selecting employees for testing;
- C. How to refer employees to the EAP; and
- D. How to maintain appropriate confidentiality under this Policy.

The Village Manager, or his/her designee, shall be responsible for such training.

## V. TYPES OF TESTING

Employees are subject to drug and/or alcohol testing under this Policy when:

- A. Reasonable cause exists to suspect that they are using, possessing, buying, dispensing, manufacturing, or distributing illegal drugs or alcohol, or abusing prescription drugs in violation of this Policy;
- B. Reasonable cause exists to suspect that they have a performance or attendance problem caused by drugs or alcohol or abuse of prescription drugs;
- C. They have caused or contributed to an on-the-job accident resulting in property damage or an injury requiring medical treatment when there is reasonable cause to suspect that the employee was using or ingesting drugs or alcohol, or abusing prescription drugs;
- D. They are subject to follow-up testing because they have tested positive previously, or violated this Policy, or entered into an agreement providing for such testing; or
- E. Laws or government regulations require such testing.<sup>2</sup>

All applicants must take and pass a drug test before beginning work or receiving an unconditional offer of employment.

## VI. TESTING AND COLLECTION PROCEDURES

The Village may order an employee to submit to testing under this Policy. Prior to providing a specimen, the employee shall be given a brief, general written statement of the reasons for the test. Refusal to submit to and cooperate in such tests may subject the employee to discharge, but the employee's cooperation in testing shall not be construed as a waiver of any objection, grievance or rights. In addition, an employee must be given a reasonable opportunity, not to exceed 30 minutes, after receipt of the written statement, at the discretion of the Village, to contact and confer with counsel or a Union representative, prior to collection. The employee shall be accompanied to the testing site by a Supervisor or Department Head and Union Representative, provided such representation is available and does not delay the process for more than 30 minutes.

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<sup>2</sup> Employees who are subject to testing under such laws or regulations remain subject to this Policy to the extent it is not inconsistent with such laws or regulations.

With respect to any drug tests conducted under this Policy:

- A. The Village currently utilizes a ten panel drug screen. The ten panel drug screen encompasses the following drugs:
1. Amphetamines
  2. Barbiturates
  3. Benzodiazepine (Valium)
  4. Cannabinoids (Marijuana)
  5. Cocaine
  6. Methadone
  7. Methaqualone
  8. Opiates and Opioids
  9. Phencyclidine (PCP/Angel Dust)
  10. Propoxyphene (Darvon)

The Village reserves the right to change the ten panel test from time to time with notice to the Union.

- B. Urine specimens shall be collected by trained personnel at medical facilities chosen by the Village;
- C. Persons providing urine specimens shall be allowed to do so privately unless there is a reason to believe they may be attempting to provide an altered, adulterated, or substituted specimen;
- D. The Village shall use a testing laboratory which is certified by the federal government to do drug testing and which holds all legally-required licenses. (National Institute for Drug Abuse (NIDA) certified laboratories.) Prevailing NIDA standards shall be used in determining positive levels of drug concentrations. The laboratory shall use the EMIT procedure as the initial screening method. The laboratory shall confirm all positive screens using Gas Chromatography/Mass Spectrometry;
- E. Confirmed positive specimens shall be refrigerated and preserved in a sufficient quantity for retesting for a least one year;
- F. Employees who test positive shall have a reasonable opportunity to establish a legitimate medical explanation for, or otherwise rebut or explain, their test results, to the satisfaction of the Village's Medical Review Officer (MRO). The Medical Review Officer may, among other things, conduct an interview with the individual tested; and review the individual's medical history and other relevant factors if requested by the employee. In all cases, the MRO shall forward his/her findings to the Village Manager or his designee.

- G. Employees shall be advised, prior to collection, of their right to provide split specimens. If split specimens are collected, employees shall have 72 hours from notice of positive test results to designate another federally-certified laboratory to test the split sample. If an employee chooses, within the specified 72 hours to test the split specimen, such test shall be at the employee's expense. The presence in any concentration of any illegal drug or its metabolite in such retested specimens shall constitute a positive retest.
- H. There shall be a written chain of custody from collection through specimen disposal; and
- I. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient urine specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate.

With respect to any alcohol tests conducted under this Policy:

- A. Employees may be required to provide breath or blood specimens at properly-licensed medical facilities chosen by the Village;
- B. Breath tests shall be performed by trained breath-testing operators using devices which conform to National Highway Transportation Safety Administration Standards;
- C. If an initial breath test results in an alcohol concentration of .02% or more, a confirmation breath test shall be performed approximately 15-20 minutes later;
- D. The results of the confirmation test shall be the official test results for purposes of this Policy;
- E. Absent the prompt submission of acceptable medical documentation that an employee is unable to provide a sufficient breath specimen because of a medical condition, an employee's failure to provide such a specimen shall constitute a refusal to cooperate; and
- F. Blood tests shall be performed by a laboratory licensed under the Clinical Laboratories Improvement Act, using a reliable methodology.

Employees shall receive copies of all information and reports received by the Village relating to their specimens and test results.

Employees who are sent for testing will be suspended with pay after the collection process is complete, unless there is an independent reason to suspend them without pay.

## VII. CONSEQUENCES OF TESTING POSITIVE AND POLICY VIOLATIONS

Employees will be subject to discipline, up to and including discharge in accordance with Village policies and procedures, if they:

- A. Possess, use, sell, manufacture, distribute, buy or dispense drugs as defined herein or alcoholic beverages, or abuse prescription drugs in violation of this Policy;
- B. Refuse to cooperate in required testing or failed to provide acceptable medical documentation regarding their inability to provide specimens;
- C. Test positive or violate this Policy;
- D. Tamper with the collection process.
- E. Report that they have been convicted of, pled guilty to, or been sentenced for a crime involving illegal drugs which occurred at a Village worksite or on Village premises, or who are required to report such crimes to the Village, but fail to do so.

Employees may, at the discretion of the Village, be referred to the EAP for a violation of this Policy.

## VIII. EMPLOYEE ASSISTANCE

Employees may, at the discretion of the Village, be referred to an Employee Assistance Program (EAP) for a violation of this Policy. It is the Village's intent to support employees who voluntarily refer themselves for treatment before they become subject to discipline or are selected for testing.

The Village shall not discipline or take any adverse employment action against an employee who for the first time voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, unless the request follows the testing of an employee or unless the employee is found impaired, using drugs or alcohol or under the influence of drugs or alcohol on the job. The Village may, however, at its discretion, require re-assignment or relief from duty if the employee is unfit for his current assignment.

The Village strongly encourages employees with drug or alcohol problems to seek professional help. The Village will not discriminate or retaliate against an employee who "voluntarily" comes forward to request assistance. Seeking assistance, however, does not insulate an employee from discipline for violation of Village rules, failure to fulfill obligations under an employee assistance/treatment program, or for future violations of

Village rules. Further, employees seeking or required to seek assistance may also be subject to random testing during and for eighteen (18) months following successful completion of an employee assistance/treatment program.

Records relating to an employee's use of the EAP are confidential, although such records may be disclosed:

1. To verify compliance with the terms of mandatory referrals;
2. As permitted by law; and
3. When a legal (including grievances and ULPs) proceeding against the Village or its agents is initiated by or on behalf of an EAP user or his agents (including the Union) which involves such records.

The Village's obligation to provide treatment under this Article shall be limited to services provided and paid for by the Village's insurance plan in which the employee is enrolled.

In the event the nature of the treatment program (e.g., out-patient treatment) allows the employee to continue to work during his treatment, the Village shall maintain the individual's previous employment status with the exception of possible re-assignment or relief of duties as set forth above. In the event an employee participates in an in-patient program which precludes continued employment, the employee shall be required to use sick leave, vacation and/or personal time. If the employee has exhausted all accumulated benefit time, he may be placed on an unpaid leave.

Employees may also be referred to the EAP on a mandatory basis. In such cases, continued employment may be conditioned on documented cooperation in a chemical dependency assessment, documented successful completion of all recommended treatment, taking and passing follow-up tests and other appropriate conditions as determined by the Village.

## IX. CONFIDENTIALITY

The Village will attempt, to the extent required by law, to maintain the confidentiality of EAP records, positive test results, and information provided by the MRO. Such results and information shall be disclosed to the person tested, the Fire Chief, the Village Manager or his designee and such other officials within the Village on a "need-to-know" basis. Written documents shall be placed in a separate file, apart from the employee's personnel file, maintained at the Village Hall. The written documents shall be kept in a secure manner within the file.

Such results and information shall be disclosed outside the Village only where required by law, pursuant to an arbitration proceeding where required by court order, or the employee directly or indirectly initiates a claim, grievance, or other proceeding against the Village or its agents requiring disclosure of the information. Release of such records shall be documented.

X. NONDISCRIMINATION

The Village will continue to reasonably accommodate qualified persons with disabilities, to the extent required by law. Employees have the option of using accumulated paid leave or leave of absence without pay during treatment.

XI. NO GUARANTEE OF EMPLOYMENT

Nothing in this Policy is a contract or guarantee of continued employment, or modifies existing at-will relationships between the Village and its employees.

APPENDIX G

ASCERTAINED MERIT POINTS - LIEUTENANTS EXAM

Candidates for the position of Lieutenant will receive up to a total of ten (10) points for educational activity. Such points will be awarded for the courses, programs, or certifications listed below or their predecessor names only. Such points will be awarded only for courses which are completed, and for which the candidate has received a diploma or certificate of completion with a passing grade, as of May 1 of the year of the test.

Section 1: The Candidate will receive points for the highest degree completed.

Associate's Degree In Fire Science or Fire Management .....	2.0
Associate's Degree in any other field .....	1.0
Bachelor's Degree - Fire Science or Fire Management.....	4.0
Bachelor's Degree in any other field .....	2.0
Certificate of Applied Science: Fire Science.....	1.0

Section 2: The Candidate will receive points for Fire Officer Certifications - State of Illinois. Points will be awarded per the following for each complete certification and/or for completion of component parts.

Fire Officer I - Complete .....	2.0
Instructor I .....	0.4
Leadership I .....	0.4
Leadership II.....	0.4
Tactics & Strategy I.....	0.4
Fire Prevention Principles.....	0.4
Fire Officer II - Complete .....	2.0
Instructor II .....	0.5
Leadership III.....	0.5
Leadership IV .....	0.5
Tactics & Strategy II.....	0.5

Example 1: Candidate who has completed *Fire Officer I* and taken *Instructor II* would receive 2 points for FOI plus 0.5 points for the one part of the FOII certification.

Example 2: Candidate who has completed *Instructor I*, *Leadership I* and *Tactics & Strategy I* would receive 1.2 points for completion of three components.

Section 3: Points for additional certifications (must be OSFM, IFSI, ILFCA, ILFIA, NFA) or obtained through an accredited college.

Fire Investigator (Points awarded to a maximum of 2.0\*)  
Investigator I & II (Must complete both) .....1.0  
Investigator III .....0.5  
Arson Investigator .....0.5

Fire Prevention Programs  
BOCA or NFPA Certification \* .....1.0  
\*Minimum 40 hour course resulting in certification.

Hazardous Materials (Points awarded to a maximum of 2.0\*)  
Operations .....0.5  
Technician A .....0.5  
Technician B .....0.5  
Incident Command (must be Technician).....0.5

Instructor III .....0.5

Technical Rescue (Points awarded for each component completed to a maximum of 3.0 total\*)  
Confined Space .....0.5  
Trench Operations .....0.5  
Vehicle Machinery Operations .....0.5  
Rope Operations .....0.5  
Vertical II .....0.5  
Structural Collapse Operations .....0.5  
Trench Technician .....0.5  
Vehicle Machinery Technician .....0.5  
Structural Collapse Technician .....0.5  
Technical Rescue Awareness .....0.5  
Water Operations .....0.5  
(Can also refer to OSFM Personnel Standards & Education Flow Chart)

**NOTE: Only one (1) certification may be applied to obtained merit in that field.  
Certifications may not be used in multiple categories.**

SIDELETTER OF AGREEMENT

During the course of the 2009 negotiations, the parties revised the drug testing language to remove the automatic "second chance" language for non-probationary firefighters and replace it with language recognizing that employees who violate the policy are subject to discipline up to and including discharge under a just cause standard.

Both parties recognize that, at least for non-probationary employees, the parties have not adopted a "zero tolerance" standard, but instead are applying a "just cause" standard. Each violation of this policy will have to be reviewed on its own merits, and the level of discipline imposed will depend upon the circumstances and ultimately will be subject to arbitral review if grieved to arbitration.

VILLAGE OF LA GRANGE

IAFF LOCAL 2338

BY: \_\_\_\_\_

BY: Charles Caud President

DATE: \_\_\_\_\_

DATE: April 5 2015

## SIDE LETTER OF AGREEMENT

During the negotiations leading to a previous collective bargaining agreement (2004 – 2009 Agreement), the parties agreed to the following:

- A. The Village shall offer employees the option of participating in a HSA/PPO insurance plan and to establish Health Savings Accounts as an additional option to the Village's insurance offered in Article XVII, subject to the following terms and conditions:
1. The HSA/PPO shall be a plan that qualifies as a High Deductible Health Plan (HDHP) with minimum deductibles of \$1,000 (self only), \$2,000 (family coverage) and annual out-of-pocket maximum not exceeding \$3,000 (self) and \$7,500 (family). The specific levels of these factors shall be determined by the Union after consultation with the Village and the Village's insurance broker and/or other resource experts. The Village and the Union shall cooperate to identify a HDHP that provides quality coverage and at an acceptable cost. The parties shall endeavor in good faith to obtain an acceptable HDHP by January 1, 2006. Either party may extend this time period for an additional sixty (60) days by written notice to the other.
  2. The HSA/PPO shall be a benefit independent from the insurance plan(s) offered by the Village pursuant to Article XVII and shall not interfere with the Village's rights under Article XVII to contain costs and maintain, change or alter the Article XVII insurance plan(s) it offers.
  3. The HSA/PPO shall be open for participation by all Village employees should the Village choose to offer it to such employees.
  4. The HSA/PPO plan shall be cost neutral to the Village. The Village shall contribute towards the monthly premium for employees opting for the plan in the amount it would have contributed had the employee opted for the insurance provided under Article XVII. For example, the Village shall pay towards the HSA/PPO premium of an employee opting HSA/PPO family coverage the monthly amount it would have paid on behalf of that employee had the employee enrolled in the insurance plan(s) offered under Article XVII. If the HSA/PPO premium is higher than such Village payment, the employee shall pay the difference.
  5. The HSA/PPO plan has a target effective date of no later than January 1, 2006. Employees shall have the right to switch between the HSA/PPO plan and the insurance provided in Article XVII during regular enrollment periods.

6. It is understood that the Village cannot unilaterally eliminate the HSA/PPO plan, even if there is no enrollment in the plan, as long as a plan meeting the requirements herein is available. This condition exists in order to make the plan available for new hires or prospective retirees.

The parties recognize that if, at any point, the HSA/PPO plan later fails to meet the conditions set forth above, the Village and the Union shall work together in good faith for up to sixty (60) days (or a longer period if mutually agreed by the parties) to find an alternative or revised HSA/PPO plan meeting the above requirements. In the event no such plan is found, the HDHP may be discontinued.

- B. The parties hereby agree that, at the election of the Union, the retroactive pay for the 4% salary increase effective May 1, 2004 shall be deposited into employee health savings plans or, at the employee's option for those who have elected the HSA/PPO plan, the employee's health savings account. For employees opting for the HSA/PPO plan, retroactive pay of the 4% increase shall be deposited into the employee's health savings account when they are established.

VILLAGE OF LA GRANGE

IAFF LOCAL 2338

BY: \_\_\_\_\_

BY: *[Signature]* *President*

DATE: \_\_\_\_\_

DATE: April 5 2015

SIDE LETTER OF AGREEMENT

The bargaining unit recognizes that the Village of La Grange is in the process of evaluating the rank structure within the La Grange Fire Department. The bargaining unit acknowledges that per a letter dated 10/13/2011, the Village informed the bargaining unit their intent to evaluate and restructure the ranks within the Department. While the Village and the Union disagreed as to whether the Village had made "temporary appointments" during the pendency of the restructuring process, as part of that restructuring process Local 2338 agreed to waive any claims it or its' members might have regarding any 180 day limit on temporary appointments set forth by the Fire Department Promotion Act.

Under this agreement, an employee continuously working in an acting capacity for more than a complete calendar year will be eligible for step increases to the employee's working out of classification pay for the remainder of the employee's acting assignment equal to those provided to the actual position or rank for the additional time spent acting in that capacity. In the event the employee is promoted directly from his acting assignment into the actual rank after having received a working out of classification pay step increase, that increase will carry over into their new rank. The Village agrees that they will not remove an employee from serving in an acting capacity without a legitimate reason.

This side letter of agreement and Local 2338's waiver of any rights it may have regarding limits on temporary appointments shall end upon the earlier of the completion of the Department's restructuring or April 30, 2017.

VILLAGE OF LAGRANGE

By: \_\_\_\_\_

Date: \_\_\_\_\_

IAFF LOCAL 2338

By: Charles C. ... President

Date: April 5 2015

**VILLAGE OF LA GRANGE**  
**Finance Department**

**BOARD REPORT**

**TO:** Village President, Board of Trustees, Village Clerk and  
Village Attorney

**FROM:** Robert J. Pilipiszyn, Village Manager,  
Lou Cipparrone, Finance Director

**DATE:** April 13, 2015

**RE:** **RESOLUTION - BUDGET AMENDMENTS FOR FISCAL YEAR ENDING  
APRIL 30, 2015**

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Pursuant to Village ordinance and in compliance with Generally Accepted Accounting Principles (GAAP), expenditures may not exceed budgeted appropriations at the fund level. As the need arises, the Village Board is presented with formal requests for budget amendments from Village departments resulting from unbudgeted expenditures causing a fund or department to be over budget. Per Village policy, revisions of the annual budget that alter the total expenditures of any fund may be approved by a two-thirds vote of the Village Board.

Attached are the required forms requesting budget amendments resulting from unbudgeted expenditures or estimated actual expenditures exceeding budget estimates which have previously been reported to, reviewed with or approved by the Village Board. A resolution is attached which formally incorporates the necessary budget adjustments into the FY 2014-15 Operating and Capital Improvements Budget. Reserves will be utilized to fund these unbudgeted expenditures. A description of each budget amendment is presented below:

**GENERAL FUND**

1. General Ledger Department

The General Ledger Department is over budget due to the Village Board's approved use of reserve funds to perform hydraulic modeling of the proposed 50<sup>th</sup> Street storm sewer/flood wall (\$50,000) and for televising the Village main line sewers (\$175,000). The hydraulic study was necessary to determine the cost-benefit of constructing sewer improvements south of 47<sup>th</sup> Street. The purpose of the sewer televising was to 1) confirm they are operating properly, 2) remove any debris within the sewers, 3) identify required repairs, and 4) estimate remaining useful life.

A formal budget amendment is required to incorporate these additional expenditures into the FY 2014-15 budget. Therefore, a budget amendment is included for a Transfer From General Fund Reserves to the Capital Projects Fund in the amount of \$225,000 to reflect these additional capital expenditures.

## **OTHER FUNDS**

### 2. Asset Forfeiture Fund

Each year the Police Department evaluates the use of asset forfeiture funds for supplemental purchases for Police Department equipment and vehicles to enhance law enforcement, drug enforcement investigations, and public education.

In FY 2014-15, the Police Department utilized Asset Forfeiture Funds for the following: 1) Illinois State Police drug case investigations/equipment, \$12,600; 2) purchase a ladder/roof support system for the communications/safety trailer, \$3,400; and 3) installation of license plate recognition equipment, \$1,000. A budget amendment is included for Miscellaneous Expenditures - \$17,000 to reflect these additional expenditures within the Fund.

### 3. Police Pension Fund

Pension Payments are estimated to be over budget in FY 2014-15 due to one regular retirement and one disability retirement during the fiscal year. A budget amendment is included for Police Pension Payments - \$115,000 to reflect these additional fund expenditures.

Miscellaneous expenditures are also estimated to be over budget due to legal fees associated with the disability pension hearings. The Police Pension Fund also incurred expenses for three (3) medical evaluations relating to the disability retirement/hearing, pursuant to statutory requirements. A budget amendment is included for Police Pension Miscellaneous - \$15,000 to reflect these additional fund expenditures.

### 4. Fire Pension Fund

Pension Payments are estimated to be over budget in FY 2014-15 due to the retirement of the Fire Chief early in the fiscal year. A budget amendment is included for Fire Pension Payments - \$70,000 to reflect these additional fund expenditures.

A non-vested firefighter who resigns is entitled to a refund of service contributions. Refund expenditures estimated to be over budget FY 2014-15 due to a refund to a firefighter who

resigned during the fiscal year. A budget amendment is included for Fire Pension Refunds - \$10,000 to reflect this additional fund expenditure.

Investment Fees are estimated to be over budget in the Fire Pension Fund due to the investment portfolio reaching the 10 million threshold; which, pursuant to State Statutes, allows the fund to invest a higher percentage of their portfolio (55%) in equity investments, which typically have higher management fees. A budget amendment is included for Fire Pension Fund Investment/Consulting Fees - \$7,500 to reflect these additional fund expenditures.

5. Sewer Fund

Equipment maintenance expenditures are estimated to be over budget in the Sewer Fund due to increased maintenance costs for aging vehicles and equipment. A budget amendment is included for Equipment Maintenance - \$5,000 to reflect these additional fund expenditures.

It is our recommendation that the attached resolution amending the FY 2014-15 operating and capital improvements budget be approved.

VILLAGE OF LAGRANGE

A RESOLUTION AMENDING THE FY 2014-15 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET

RESOLUTION R-15-\_\_\_\_\_

BE IT RESOLVED that the President and Board of Trustees of the Village of  
La Grange adopt the 2014-15 Operating and Capital Improvements Budget  
Amendments as set forth in the document as attached hereto and made a part  
here of.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

**BUDGET AMENDMENT/TRANSFER REQUEST FORM**

**FY 2014-15**

Pursuant to Village policy, an amendment to the annual budget that alters the total expenditures of any fund and/or is in excess of \$10,000 may be approved by a two-thirds vote of the Village Board. No amendment of the budget shall be made increasing the budget in the event revenues or reserve funds are not available to effectuate the purpose of the revision.

Transfer Funds From:

<u>Account Number</u>	<u>Fund / Description</u>	<u>Amount</u>
01-00-40-4000	General Fund - Fund Balance	\$225,000
40-00-59-5919	Capital Project Fund - Transfer from General Fund	\$225,000
27-00-40-4000	Asset Forfeiture Fund - Fund Balance	\$17,000
70-00-40-4000	Police Pension Fund - Fund Balance	\$130,000
75-00-40-4000	Fire Pension Fund - Fund Balance	\$87,500
80-00-40-4000	Sewer Fund - Fund Balance	\$5,000

Transfer Funds To:

<u>Account Number</u>	<u>Fund / Description</u>	<u>Amount</u>
1) 01-19-69-6940	Transfer to Capital Projects	\$225,000
1) 40-00-66-6611	Capital - Sewer Improvements South 47th Street	\$50,000
1) 40-00-66-6686	Capital - Sewer Televising	\$175,000
2) 27-00-68-6899	Asset Forfeiture - Miscellaneous	\$17,000
3) 70-00-60-6005	Police Pension - Payments	\$115,000
4) 70-00-68-6899	Police Pension - Miscellaneous	\$15,000
5) 75-00-60-6005	Fire Pension - Payments	\$70,000
6) 75-00-60-6006	Fire Pension - Refunds	\$10,000
7) 75-00-68-6897	Fire Pension - Investment/Consulting Fees	\$7,500
8) 80-00-62-6220	Sewer Fund - Equipment Maintenance	\$5,000

- Purpose: 1) Transfer to Capital - Hydrology Study - \$50,000; main line sewer televising - \$175,000.  
2) Asset Forf. Misc. - drug case investigations/equipment; ladder/roof support for communications trailer.  
3) Police Pension Payments - over budget due to on regular and one disability pension during fiscal year.  
4) Police Pension Miscellaneous - legal fees & medical evaluations (3) for disability retirement/hearing.  
5) Fire Pension Payments - over budget due to retirement of Fire Chief early in the fiscal year.  
4) Fire Pension Refund - Non-vested firefighter resigned, entitled to a refund of service contributions.  
7) Fire Pension Investing Fees - Fund reaching 10ml threshold; which allows investing up to 55% in equity investments with typically have higher management fees than fixed income investments.  
8) Sewer Equipment Maintenance - increased maintenance due to aging vehicles & equipment (vactor).

Recommended By:

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

Village Board

Approved:

\_\_\_\_\_  
Date

Recorded By

Finance Dept.

\_\_\_\_\_  
Date

5-D.4

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

TO: Village President, Village Clerk, Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: April 13, 2015

RE: **ENGINEERING SERVICES AGREEMENT- INSPECTION OF OPUS  
REDEVELOPMENT AT NORTHEAST CORNER OF OGDEN  
AVENUE AND LA GRANGE ROAD**

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On November 10, 2014 the Village Board approved a plan from the Opus Development Company to redevelop the former YMCA property located at the northeast corner of Ogden Avenue and La Grange Road. The scope of work for the project generally includes the construction of a rental apartment building including 254 dwelling units and a retail building, along with parking, sidewalks, drive aisles, lighting and other various infrastructure improvements.

The planned improvements to this site to be completed by Opus include both public and private infrastructure. The public infrastructure improvements include water mains, sidewalks, parking lots, sewers and lighting. These improvements will be completed by the developer and then turned over to the Village upon successful completion and inspection. To ensure that the work is completed as per the Village's specifications and approved plans, the Village performs inspections during the installation of both the public and private infrastructure. For larger and more complex projects such as this, the Village contracts with consultants to perform the inspection and construction management due to limited staff availability and expertise provided by the consultant. As per Village policy, these outside expenses for inspection are then reimbursed by the developer. The development agreement between the Village and Opus carries forward this policy regarding reimbursement.

Opus has indicated that construction could start this summer. As such, staff requested and received a proposal from Baxter & Woodman, Inc. to perform construction engineering inspection services of the Opus Redevelopment project in an amount not to exceed \$25,409.

Specifically, the scope of work to be inspected for the public infrastructure improvements includes field observation of approximately 300 lineal feet of sanitary sewer lining, 1,000 lineal feet of water main installation, 365 lineal feet of storm sewer installation, and roadway improvements along Locust Avenue, Shawmut Avenue and within the Parking Lot 12.

Construction inspection services for the private infrastructure improvements include field observation of approximately 400 lineal feet of sanitary sewer installation, 200 lineal feet of water main installation, 1,000 lineal feet of storm sewer installation, and roadway improvements within the Uptown La Grange development.

The proposed task order is attached for your consideration and review. Staff recommends approval of the task order agreement with Baxter & Woodman for this work based on their experience, familiarity with the project and past performance with the Village. If approved, the attached task order with Baxter & Woodman Inc. will be executed for this work in accordance with their municipal engineering contract. The proposed task order is a cost plus fixed fee agreement similar to other capital improvement project task orders with the Village in which Baxter & Woodman only bills based on actual expenses incurred. These bills are then submitted to the developer for reimbursement.

In summary, we recommend approval of the task order contract with Baxter & Woodman in the amount of \$25,409 for the completion of construction engineering services for Opus's Uptown La Grange Project.

VILLAGE OF LA GRANGE, ILLINOIS  
UPTOWN LA GRANGE SITE IMPROVEMENTS – GCA / RPR

TASK ORDER NO. 81

In accordance with Section 1.2 of the Master Contract dated May 13, 2013 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 81:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Uptown La Grange Development project. All terms and conditions of the master task order contract dated May 13, 2013 with the Village of La Grange shall apply.

**2. Project Schedule** (attach schedule if appropriate):

The following schedule is anticipated:

Spring 2015	Start Construction
Summer 2016	Substantial Completion

**3. Project Completion Date:**

Summer 2016

**4. Project Specific Pricing** (if applicable):

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$25,409 to complete Construction Engineering Services of both the Public and Private Infrastructure Improvements. Details about the elements of work and hours assigned to the Public and Private infrastructure improvements can be found on Exhibit C.

**5. Additional Changes to the Master Contract** (if applicable):

All other terms and conditions remain unchanged.

[signature page follows]

**VILLAGE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Date

**CONSULTANT**

*John V. Ambrose*  
\_\_\_\_\_  
Signature

John V. Ambrose  
\_\_\_\_\_  
Vice President/Secretary

April 1, 2015  
\_\_\_\_\_  
Date

If greater than, \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

VILLAGE OF LA GRANGE, ILLINOIS  
UPTOWN LA GRANGE SITE IMPROVEMENTS – GCA / RPR

EXHIBIT A

**PROJECT DESCRIPTION**

The Work included in this Project consists of storm, sanitary, and water infrastructure improvements, site grading, electrical installation, structure construction, landscaping, site development, concrete curb and gutter replacement, sidewalk replacement, structure adjustment, pavement marking installation, HMA path and parking area construction and other miscellaneous work necessary to complete the Uptown LaGrange Site Improvements.

Construction Services for the public infrastructure improvements include Field Observation of approximately 300LF of sanitary sewer lining, 1,000LF of water main installation, 365LF of storm sewer installation, and roadway improvements along Locust Avenue, Shawmut Avenue, and within the parking lot.

Construction Services for the private infrastructure improvements include Field Observation of approximately 400LF of sanitary sewer installation, 200LF of water main installation, 1,000LF of storm sewer installation, and roadway improvements within the Uptown La Grange development.

I:\Mokena\LAGRV\140567-Uptown SPR\Contract\60-Construction\Task Order\Exhibit A.doc

VILLAGE OF LA GRANGE, ILLINOIS  
UPTOWN LA GRANGE SITE IMPROVEMENTS - GCA / RPR

EXHIBIT B

**SCOPE OF SERVICES**

The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
  - Attend the preconstruction conference and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
  - Attend periodic construction progress meetings.
  - Research and prepare written responses to requests for information from the Owner and Contractor.
  - Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION
  - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 180 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor,

or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

#### 5. PROJECT CLOSEOUT

- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

I:\Mokena\LAGRV\140567-Uptown SPR\Contract\60-Construction\Task Order\Exhibit B.Doc

VILLAGE OF LA GRANGE, ILLINOIS  
 UPTOWN LA GRANGE SITE IMPROVEMENTS – GCA / RPR  
 SECTION NO.: N/A

EXHIBIT C

CONSTRUCTION ENGINEERING  
 COST ESTIMATE OF CONSULTANT'S SERVICES IN DOLLARS

Route: Uptown La Grange  
 Local Agency: Village of La Grange  
 Section: N/A  
 Project: N/A  
 Job No.: N/A

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:	
Overhead Rate	147%
Complexity Factor	0
Calendar Days	133

Method of Compensation:  
 Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3  14.5%[(2.8 + R)DL] + IHDC  
 Direct Labor Multiple   
 Specific Rate   
 Lump Sum

5-E-17

Element of Work (PUBLIC INFRASTRUCTURE)	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
PROJECT INITIATION	SR. ENGR. II	8	\$46.12	\$369.00	\$542.00	\$25.00		\$136.00	\$1,072.00
	CLERICAL I	2	\$25.12	\$50.00	\$74.00			\$18.00	\$142.00
CONSTRUCTION ADMINISTRATION	SR. ENGR. IV	2	\$60.48	\$121.00	\$178.00			\$43.00	\$342.00
	SR. ENGR. II	8	\$46.12	\$369.00	\$542.00	\$50.00		\$139.00	\$1,100.00
	ENGR. III	2	\$25.12	\$50.00	\$74.00			\$18.00	\$142.00
FIELD OBSERVATION	SR. ENGR. II	4	\$46.12	\$184.00	\$270.00			\$66.00	\$520.00
	ENGR. III	100	\$36.80	\$3,680.00	\$5,410.00	\$104.00		\$1,333.00	\$10,527.00
PROJECT CLOSEOUT	ENGR. III	8	\$46.12	\$369.00	\$542.00	\$25.00		\$136.00	\$1,072.00
<b>Element of Work (PRIVATE INFRASTRUCTURE)</b>									
PROJECT INITIATION	SR. ENGR. II	0	\$46.12	\$0.00	\$0.00			\$0.00	\$0.00
	CLERICAL I	0	\$25.12	\$0.00	\$0.00			\$0.00	\$0.00
CONSTRUCTION ADMINISTRATION	SR. ENGR. IV	2	\$60.48	\$121.00	\$178.00			\$43.00	\$342.00
	SR. ENGR. II	8	\$46.12	\$369.00	\$542.00			\$132.00	\$1,043.00
	ENGR. III	2	\$25.12	\$50.00	\$74.00			\$18.00	\$142.00
FIELD OBSERVATION	SR. ENGR. II	4	\$46.12	\$184.00	\$270.00			\$66.00	\$520.00
	ENGR. III	80	\$36.80	\$2,944.00	\$4,328.00	\$104.00		\$1,069.00	\$8,445.00
PROJECT CLOSEOUT	ENGR. III	0	\$46.12	\$0.00	\$0.00			\$0.00	\$0.00
<b>TOTALS</b>		<b>230</b>		<b>\$8,860.00</b>	<b>\$13,024.00</b>	<b>\$308.00</b>	<b>\$0.00</b>	<b>\$3,217.00</b>	<b>\$25,409.00</b>

PUBLIC IMPROVEMENTS \$14,917.00  
 PRIVATE IMPROVEMENTS \$10,492.00  
**CONSTRUCTION ENGINEERING TOTAL NOT TO EXCEED \$25,409.00**

In-House Direct Costs:  
 VEHICLE EXPENSES: TRAVEL - 536 MI @ CURRENT IRS RATE (\$0.575 FOR ESTIMATING PURPOSES) = \$308.00  
 PRODUCTION, ADMINISTRATION, POSTAGE: \$0.00

Services by Others:  
 MATERIAL TESTING: N/A \$0.00

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

TO: Village President, Village Clerk, Board of Trustees, and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: April 13, 2015

RE: **PROFESSIONAL SERVICES AGREEMENT -  
MUNICIPAL ENGINEERING SERVICES**

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The Village relies on consulting engineering firms to provide professional engineering services required for capital improvement projects, development review, and other miscellaneous engineering tasks. By utilizing outside engineering firms the Village is able to better manage project costs, reduce internal staffing requirements, access engineering specialists, and provide staffing for capital improvement project on an as needed basis.

To further this engineering services delivery model, the Village initiated a request for qualifications process in 2009 to provide municipal engineering services to supplement those provided by the existing engineering services provider. Through this qualification based selection process, Baxter & Woodman was selected to provide municipal engineering services under a task order contract in April 2009.

Since the initiation of the task order contract with Baxter & Woodman in 2009, a number of capital improvement projects, development reviews and other miscellaneous tasks have been successfully completed. The following is a partial list of the projects that have been assigned and completed by Baxter & Woodman to date:

CBD Street Resurfacing Project	FY2013-14 Resurfacing Project
Burlington Avenue Resurfacing Project	East Avenue Pumping Station Upgrades
Police & Fire Generator	Gordon Park Development Review
Street Condition Survey	Cossitt Avenue Water Main Lining Project
Lot 2 Resurfacing Project	50 <sup>th</sup> Street Storm Sewer
Hillgrove Avenue Sidewalk Project	Brainard Avenue Floodwall
Mason Drive Storm Sewer Lining Project	FY2015-16 Resurfacing Project
Poplar Place Drainage Improvements	Opus Development Review
Sewer Televising Contracts	Kensington Avenue Resurfacing Project
Maple Avenue Relief Sewer – Bluff Avenue to 6 <sup>th</sup> Avenue	La Grange Road/Ogden Avenue/Locust Avenue Intersection Improvements

Professional Services Agreement – Municipal Engineering Services  
Board Report – April 13, 2015

Lot 13 Reconstruction Project	Cossitt Avenue Resurfacing Project
Willow Springs Road Traffic Signal Project	Emergency Sewer Televising Program

The scope of work for each of these projects varies from design, plan preparation to construction engineering services. Project types have included street repairs, pump station upgrades, sewer repairs, and development review. These projects have been completed on time and within the agreed budget amounts. In addition to providing project specific services, Baxter & Woodman has routinely advised the Village of upcoming grant opportunities and emerging issues. Baxter & Woodman has proven to be a technically diverse organization with sufficient resources and staff to address the needs of the Village. Their understanding of IDOT and other state and federal organizations processes has been valuable to the Village.

Village staff recommends executing a new three year task order agreement with Baxter & Woodman based on their past performance and municipal engineering experience. Individual task orders under the master task order agreement would be approved separately as per the Village purchasing guidelines. The proposed task order contract is attached to for your consideration.

5-F.1

Master Contract  
Between The Village Of La Grange  
And Baxter & Woodman, Inc.  
For Supplemental Engineering Services

5-F.2

Master Contract  
Between The Village Of La Grange  
And Baxter & Woodman, Inc.  
For Supplemental Engineering Services

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Master Contract  
Between The Village Of La Grange  
And Baxter & Woodman, Inc.  
For Supplemental Engineering Services

This contract (the “*Master Contract*”) is dated as of May 2, 2015 (the “*Effective Date*”) and is by and between the Village of La Grange (the “*Village*”) and Baxter & Woodman, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE 1. THE SERVICES**

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the Village from time to time as set forth in written task orders issued by the Village on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$10,000 must be approved by the Village Board. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the Village and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on May 3, 2018 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the Village in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the Village, and the Village has no duty or obligation to award Projects to the Consultant. Also, the Village may enter into master contracts with other consultants, pursuant to which the Village may award work from time to time at the Village’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the Village. The Village's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the Village, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the Village. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

## ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the Village will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the Village will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the Village, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The Village may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the Village of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the Village if the Village does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The Village will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order ("*Final Payment*"). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the Village by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the Village may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the Village for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the Village made by any of the Consultant's sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the Village, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the Village's remedies set forth in Section 8.3 of this Master Contract. The Village will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the Village's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The Village will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the Village. The Village will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys' fees (collectively "*Costs*") incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the Village, at the office of the Consultant during normal business hours during the

Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the Village at the Village's request and expense.

### ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "*Standard of Performance*"). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the Village, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers, so long as that notice of the defects is given by the Village to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the Village based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the Village has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be

construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 Village Responsibilities. Except as provided in this Master Contract or in a Task Order, the Village, at its sole cost and expense, will have the following responsibilities:

(a) To designate in writing a person with authority to act as the Village's representative on each Project. In the absence of a writing designation, the Village's representative will be the Village's Director of Public Works. The Village's representative will have the authority to act on behalf of the Village as provided in a Task Order, except on matters that require approval of the Village's Board of Trustees.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the Village's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the Village in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the Village to protect the Village's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the Village to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The Village, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the Village directs the Consultant in writing to resume performance.

#### ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The Village, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the Village Board. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the Village in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the Village agrees to any revision, then the Village will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the Village and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by Village pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the Village and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or

fully included, in a Task Change Order, then the Consultant may submit to the Village a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant's request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the Village in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the "*Delay Period*"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant's request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

## ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

### 5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers' Compensation and Employers' Liability. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

### 5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the Village and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The Village and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the Village or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the Village and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the Village and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the Village and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the Village and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the Village and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the Village by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the Village, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the Village with certificates of insurance naming the Village and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must 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 in any event must 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 ISO Additional Insured Endorsements CG 2010 or CG 2026. The Village reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

## ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the Village's request, defend the Village and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its

employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the Village; and

(b) against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the Village.

6.2 Notice of Claim to Consultant. The Village must provide notice of a Claim to the Consultant within 10 business days after the Village acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the Village may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the Village.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

## ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the Village and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

## ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the Village at any time at the Village's convenience, without reason or cause. If the Village terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by Village for Breach. The Village at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the Village may agree, in the Village's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 Village Remedies. If the Village terminates this Master Contract or any Task Order for Breach by the Consultant, then the Village will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The Village may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach.

(b) The Village may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the Village as the result of any Breach or as a result of actions taken by the Village in response to any Breach. In that event, the Village will pay any excess funds to the Consultant, if any, after all of the Village's costs are reimbursed or paid. If the Compensation withheld by the Village is insufficient to reimburse the Village for, or pay, all costs, then the Village will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the Village for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the Village under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the Village to properly pay the Consultant and failure of the Village to cure the breach within 10 days after that written notice or

such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the Village seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the Village, except that no such termination will become effective until after the Consultant has completed, and the Village has approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

## ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the Village.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the Village. The Consultant must direct inquiries from governmental regulatory agencies to the Village for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the Village to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the Village with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the Village.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a

Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the Village and at the Consultant's sole expense (a) procure for the Village the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the Village for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by Village resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the Village and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the Village's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by Village and Village has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the Village. The Consultant must promptly deliver all Data to the Village at the Village's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the Village and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the Village. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the Village. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the Village and agrees to assist the Village in perfecting the same at the Village's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the Village:

Village of La Grange  
Public Works Department  
320 East Avenue  
La Grange, Illinois 60525  
Attn: Public Works Director

with a copy to:

Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
Attn: Village Manager

If to the Consultant:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, Illinois 60012  
Attn: Mr. John Ambrose

with a copy to:

Baxter & Woodman, Inc.  
8678 Ridgefield Road  
Crystal Lake, Illinois 60012  
Attn: Mr. Louis D. Haussmann

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by Village. No act, order, approval, acceptance, or payment by the Village, nor any delay by the Village in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the Village.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the Village and the Consultant only and there can be no valid claim made or held against the Village or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the Village. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the Village for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the Village.

9.15 Amendments. This Master Contract may be amended only in writing executed by the Village and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be

governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the Village with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no Village employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the Village and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

VILLAGE OF LA GRANGE

BAXTER & WOODMAN, INC.

By: \_\_\_\_\_

By: John V. Ambrose

Name: \_\_\_\_\_

Name: John V. Ambrose

Title: \_\_\_\_\_

Title: Vice President

**ATTACHMENT A**

TASK ORDER NO. \_\_\_\_

In accordance with Section 1.2 of the Master Contract dated \_\_\_\_\_, 2015 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number \_\_\_\_:

**1. Contracted Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2. Project Schedule** (attach schedule if appropriate):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. Project Completion Date:**

All Contracted Services must be completed on or before

\_\_\_\_\_.

**4. Project Specific Pricing** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**5. Additional Changes to the Master Contract** (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

All other terms and conditions remain unchanged.

**[signature page follows]**

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If greater than, \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

**ATTACHMENT B**

PRICING SCHEDULE

**BAXTER & WOODMAN, INC.  
2015 SCHEDULE OF HOURLY WAGE RATES**

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$68 to \$70
Senior Engineer IV	\$55 to \$68
Senior Engineer III	\$48 to \$53
Senior Engineer II	\$44 to \$48
Senior Engineer I	\$38 to \$43
Engineer III	\$34 to \$38
Engineer II	\$27 to \$29
Engineer I	\$23 to \$26
Engineer Technician V	\$48 to \$54
Engineer Technician IV	\$39 to \$45
Engineer Technician III	\$35 to \$38
Engineer Technician II	\$28 to \$34
Engineer Technician I	\$17
Sr. Geologist I	\$45
CAD / GIS / Survey Technician IV	\$38 to \$52
CAD / GIS / Survey Technician III	\$35 to \$39
CAD / GIS / Survey Technician II	\$27 to \$33
CAD / GIS / Survey Technician I	\$25 to \$26
Clerical I	\$24 to \$26

General and employee overhead is 147% of employee compensation.  
 Mileage Charges – Same as the Mileage Charge set by the U.S. Internal Revenue Service.  
 Traffic Counters \$50/day.  
 Postage – At cost.  
 Method of Compensation will be calculated based on IDOT's formula for Cost Plus Fixed Fee;  
 Fixed Fee = 14.5% (Direct Labor + 1.48 x Direct Labor + In-House Direct Costs).

**ATTACHMENT C**

**TASK CHANGE ORDER FOR TASK NUMBER \_\_\_\_**

In accordance with Section 4.1 of the Master Contract dated \_\_\_\_\_, 2015 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Change Order for Task Number \_\_\_\_:

**1. Change in Contracted Services:**

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**2. Change in Project Schedule (attach schedule if appropriate):**

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**3. Change in Project Completion Date:**

All Contracted Services must be completed on or before \_\_\_\_\_, 20\_\_\_\_.

**4. Change in Compensation:**

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**5. Change in Project Specific Pricing (if applicable).**

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**ALL OTHER TERMS AND CONDITIONS  
OF THE CONTRACT REMAIN UNCHANGED.**

**[signature page follows]**

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If compensation increase greater than \$2,000, then the Village Manager's signature is required.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

If compensation greater than \$10,000, then the Village's Board of Trustees must approve the Task Change Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

# 6210393\_v2

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees, and Village Attorney

FROM: Robert Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: April 13, 2015

RE: **AWARD OF CONTRACT – 2015 50/50 SIDEWALK  
REPLACEMENT PROGRAM**

---

The FY 2015-16 Capital Projects Fund budget includes \$15,000 for the replacement of concrete sidewalk. Residents wishing to replace cracked, broken or potentially hazardous sidewalk may elect to participate in the program on a 50/50 cost sharing basis. Selection for participation in the program is based on a first come first served basis. Currently, there are 122 property owners that have requested to participate in the sidewalk replacement program. We anticipate that roughly 10 property owners will be able to participate this year. The property owners participating this year were first put on the program in 2010.

Due to limited funds and a backlog of residents interested in participating in the program, the Village offered residents a new opportunity starting with the 2014 sidewalk program. Residents who wish to participate immediately in the next sidewalk program can choose to participate in the annual program by paying the total cost for the sidewalk replacement. This option will allow residents an opportunity to replace public sidewalk at a competitive unit price without having to wait several years to participate in the 50/50 Sidewalk Program. In the fall of 2013 staff sent a letter to all residents on the waiting list offering them this opportunity. Twenty residents expressed interest in this program and of those 20 residents, 10 participated in the 2014 sidewalk program at 100% of the cost. To date, approximately 12 residents have expressed an interest in participating in the 2015 sidewalk program at 100% of the cost.

In the past the Village requested quotes from contractors known to be capable of replacing concrete sidewalk. Each year obtaining quotes from contractors is difficult as there is limited interest in the program due to the relatively small quantities. In 2013 the Public Works Departments from the Villages of La Grange, Countryside, La Grange Park, North Riverside, Riverside and Western Springs worked together to establish a joint purchasing process for sidewalk replacement in an effort to increase interest from contractors and gain economies of scale. Representatives from each of the communities

met and agreed on specifications and to combine bid quantities into one bid package for the program.

In 2014 the Villages of La Grange, La Grange Park, Riverside and Western Springs once again worked together on the joint purchasing process. The 2014 contract was awarded to Schroeder & Schroeder Inc. who was the only contractor to submit a bid. The term of the 2014 contract agreement between the Village and Schroeder & Schroeder Inc. stated the municipalities reserved the right to waive the bidding procedures and renew the contract for two additional one year periods, subject to acceptable performance by the contractor. In February 2015, the Village was notified by Schroeder & Schroeder Inc. of their interest in renewing the 2014 Sidewalk Replacement contract for 2015 at the same unit prices as the 2014 contract.

After receiving notification from Schroeder & Schroeder Inc of their interest in renewing the contract, the Village also requested quotes from contractors known to be capable of performing this work to ensure the Village would receive the most competitive unit price.

Based on the budget amount of \$15,000, we requested quotes from contractors to remove and replace approximately 1,800 square feet of sidewalk and 100 lineal feet of curb and gutter. We requested quotes for the work from the following five contractors:

VENDOR/LOCATION	QUOTES	
	SIDEWALK REMOVAL AND REPLACEMENT	CURB AND GUTTER REMOVAL AND REPLACEMENT
D'Land, Bensenville, IL	No Bid	No Bid
Globe Construction, Addison, IL	No Bid	No Bid
La Grange Custom Concrete, La Grange, IL	No Bid	No Bid
Leon Construction, Cicero, IL	No Bid	No Bid
Robert R. Andreas & Sons, Inc. / Cicero, IL	No Bid	No Bid
United General Concrete, Inc. / Indian Head Park, IL	No Bid	No Bid

As noted in the above table the Village did not receive any response for the request for quotes. Staff therefore recommends the Village Board authorize staff to renew the contract with Schroeder & Schroeder Inc. for the 2015 sidewalk program at the 2014 contract price of \$6.75 per square foot for sidewalk removal and replacement, and \$30.00 per lineal foot for curb and gutter removal and replacement. All terms and conditions of the contract would remain unchanged.

As a comparison, the following chart details the price per square foot for sidewalk removal and replacement and the price per lineal foot for curb and gutter removal and replacement over the last four years:

5-6.1

Award of Contract  
2015 50/50 Sidewalk Replacement Program  
Board Report – April 13, 2015 – Page 3

Sidewalk Program	Sidewalk Removal and Replacement	Combination Concrete Curb and Gutter Removal and Replacement
2011	\$7.00	N/A
2012	\$6.75	\$40.00
2013	\$8.00	\$25.00
2014	\$6.75	\$30.00
2015	\$6.75	\$30.00

Staff recommends that the Village Board renew the contract with Schroeder & Schroeder Inc. If a contract is approved, the contractor will be required to complete the work by August 31, 2015. Staff will first meet with residents to determine the exact scope of work for each property and an invoice will be sent to each resident participating in the program. Based on the quantities calculated from these meetings, staff will then determine the total number of residents that will be able to participate in the program this year. Due to the availability of funds and interest in the program, the remaining residents wishing to participate in the program will continue to remain on the list for participation in a future year.

In summary, staff recommends that the Village Board award a contract to Schroeder & Schroeder Inc. for the 2015 50/50 Sidewalk Program at a unit price of \$6.75 per square foot for sidewalk removal and replacement, and \$30.00 per lineal foot for curb and gutter removal and replacement. The final amount of the contract will be based on the quantity of sidewalk replaced multiplied by the agreed unit price.

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Director

DATE: April 13, 2015

RE: **RESOLUTION - REQUEST TO CLOSE LA GRANGE ROAD/  
PET PARADE**

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In preparation for the 69<sup>th</sup> Annual La Grange Pet Parade on Saturday, May 30, 2015, the Village must request authorization from the Illinois Department of Transportation to close La Grange Road between 47<sup>th</sup> Street and Burlington Avenue. The attached resolution serves as the Village's request for such approval.

Acting Chief Rene Strasser will coordinate the closure of any local streets, as well as detouring traffic around the parade route.

Staff recommends that the resolution be approved.

VILLAGE OF LA GRANGE

RESOLUTION NO. R-15-

REQUEST TO CLOSE LA GRANGE ROAD/PET PARADE

WHEREAS, Pets and Pals Charities, Ltd., is sponsoring a Pet Parade in the Village of La Grange; and

WHEREAS, this parade will require the temporary closure of La Grange Road, Routes 12-20-45, a state highway in the Village of La Grange; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes IDOT to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of La Grange that permission to close La Grange Road between 47th Street and Burlington Avenue on Saturday, May 30, 2015, between 8:30 a.m. and noon, be requested of IDOT.

BE IT FURTHER RESOLVED that if such permission is granted by IDOT, all highway traffic during the periods of time specified shall be detoured over 47th Street to East Avenue to Ogden Avenue to La Grange Road.

BE IT FURTHER RESOLVED that if such permission is granted by IDOT, the Village of La Grange assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to IDOT to serve as a formal request for the permission sought in this Resolution.

ADOPTED AND APPROVED by the President and Village Board of Trustees of the Village of La Grange this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

5-H.1

VILLAGE OF LA GRANGE  
Police Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager and  
Renee Strasser, Acting Chief of Police

DATE: April 13, 2015

RE: **ORDINANCE – DISPOSAL OF SURPLUS PROPERTY / MISCELLANEOUS  
PERSONAL PROPERTY**

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The Police Department routinely becomes the custodian of a wide variety of property that is lost, mislaid, abandoned, forfeited, or of no further evidentiary value. As the Police Department currently has a number of such items, it would be appropriate at this time to dispose of these items as surplus property.

State law allows the Village to sell or dispose of surplus property in a manner that is best for the Village. All unclaimed/recovered property is disposed of in compliance with the Illinois State Statutes, which requires property to be held for at least six (6) months and after all reasonable efforts have been made to return the property to the rightful owner.

This property disposal request consists of two hundred and eighty (280) miscellaneous items of personal property and evidence that have been held for various reasons over the years by the Police Department. All statute of limitations have expired and/or sentences have been completed for the related evidence in the appendix. Other property included in the appendix has no known owner, was turned in for destruction by the owner, or the owner has failed to respond to the Department's attempts to return their property. The attached list details an inventory of property to be destroyed, auctioned, or transferred to department use upon approval by the Village Board.

We recommend that the Village Board authorize the La Grange Police Department to dispose of the items as per the attached ordinance.

VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of La Grange to dispose of said personal property in the manner described in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

By: \_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

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## Property/Inventory

## Appendix

	CASE #	OFFENSE	DATE	EXP DATE	ITEM#	DESCRIPTION	DISPO
1	R68618	Theft	07/27/05	01/27/06	1	Sandel/Shoe	Prep For Dest
2	2006-07807	Resisting/Battery	07/18/06	01/18/07	1	Broken Golf Club	Prep For Dest
3	02-4-56	Agg Batt/UUW	07/24/02	07/24/05	3	Lug Wrench	Prep For Dest
4					4	Tee Shirt	Prep For Dest
5					5	Jeans	Prep For Dest
6					6	Underwear	Prep For Dest
7					7	Socks	Prep For Dest
8					8	Shoes	Prep For Dest
9					9	Susp Cannabis	Prep For Dest
10	05-17-1	Fleeing/Eluding	02/13/05	02/13/08	1	Plastic Bag w/ Susp Cocaine	Prep For Dest
11					2	Air Bag	Prep For Dest
12					3	Red Fibers	Prep For Dest
13					4	Headlight Bulb	Prep For Dest
14					5	Headlight Bulb	Prep For Dest
15					6	USC-\$289.00	Prep For Seizure
16					7	Kohl's Gift Card	Prep For Dest
17					8	Wheaton North ID	Prep For Dest
18					9	Viagra Pills 50 mg	Prep For Dest
19					10	Nokia Cell Phone	Prep For Dest
20					11	Wallet	Prep For Dest
21					12	Ear Piece	Prep For Dest
22					13	Misc Papers	Prep For Dest
23					14	USC-\$33.00	Prep For Seizure
24					15	Lighter	Prep For Dest
25					16	Silver Spoon	Prep For Dest
26					17	Misc Papers	Prep For Dest
27					18	Nokia Cell Phone	Prep For Dest
28					19-21	Cassette Tape	Prep For Dest
29					22	Squad Video-VHS	Prep For Dest
30	03-6-7	Burglary-C	02/20/03	02/20/06	2	Reciept	Prep For Dest
31					3	Ceiling Tile	Prep For Dest
32					4	Glass	Prep For Dest
33					5	Glove Print	Prep For Dest
34					6	Fiber	Prep For Dest
35	03-6-16	Burglary-C	03/13/03	03/13/06	1-2	Envelope	Prep For Dest
36	03-6-40	Burglary-C	05/19/03	05/19/06	1	Key	Prep For Dest
37					2	Pieces Of Box	Prep For Dest
38					3	Business Stamp	Prep For Dest
39					4	CD Case w/ CD's	Prep For Dest
40					4A	Latent Print	Prep For Dest
41					5	USC-\$17.00	Prep For Seizure
42					6-7	Latent Print	Prep For Dest
43					8-9	Elim Prints	Prep For Dest
44	03-7-35	Burglary-M/V	06/06/03	06/06/06	2-3	Pad Lock	Prep For Dest
45	03-8-16	Theft	03/17/03	09/17/04	1	VHS Cassette	Prep For Dest
46	03-8-88	Theft-O	09/29/03	09/29/06	1	Bank Bag	Prep For Dest

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Property/Inventory

Appendix

47					2	Palm Print	Prep For Dest
48					3	Handwriting Sample	Prep For Dest
49					4	Palm Prints	Prep For Dest
50					5	Handwriting Sample	Prep For Dest
51					6	Palm Prints	Prep For Dest
52					7	Handwriting Sample	Prep For Dest
53	04-6-10	Burglary-R	04/13/04	04/13/07	1-4	Latent Print	Prep For Dest
54	04-7-15	Burglary-M/V	05/01/04	05/01/07	1-6	Latent Print	Prep For Dest
55					8-9	Elim Prints	Prep For Dest
56	04-8-67	Theft-Retail	09/10/04	09/10/07	1-2	DVD	Prep For Dest
57	04-11-27	Deceptive Prac	12/06/04	12/06/07	1	Bank Papers	Prep For Dest
58	05-11-13	UU Credit Card	05/05/05	05/05/08	1-2	Receipt	Prep For Dest
59	05-11-21	Financial Exploit	05/26/05	05/26/08	1-4	Withdrawal Slip	Prep For Dest
60					5-6	DVD	Prep For Dest
61					7-27	Withdrawal Sample	Prep For Dest
62	03-6-34	Burglary-C	05/13/03	05/13/03	2	USC-\$5.00	Prep For Seizure
63	2006-08338	Burglary-M/V	07/30/06	07/30/09	1	Door Lock	Prep For Dest
64					2	Latent Print	Prep For Dest
65					3	Print Impression	Prep For Dest
66					4	Elim Prints	Prep For Dest
67	2006-10946	Burglary-C	09/30/06	09/30/09	1-4	Latent Print	Prep For Dest
68					7	Key	Prep For Dest
69					7A	Latent Print	Prep For Dest
70					8	Metal Frame	Prep For Dest
71					10	Blood Sample	Prep For Dest
72					11A	DNA Viles	Prep For Dest
73					12	Blood Sample	Prep For Dest
74					13-14	Latent Print	Prep For Dest
75					15A	Cigarette Butt	Prep For Dest
76					16A	Cap	Prep For Dest
77					15-18	Latent Print	Prep For Dest
78					19-22	Guaze	Prep For Dest
79	2007-00267	Burglary-C	01/10/07	01/10/10	1	Glass	Prep For Dest
80					2-3	Business Card	Prep For Dest
81					4	Glove	Prep For Dest
82					5	Glass	Prep For Dest
83					7-10	Latent Print	Prep For Dest
84	2007-00296	Disorderly Cond	01/10/07	07/10/08	1	Cell Phone	Prep For Dest
85	2007-08264	Poss Stolen Prop	08/01/07	02/01/09	1-3	Temp Registration	Prep For Dest
86	02-7-68	Theft-M/V	11/16/02	11/16/05	1	Knife	Prep For Dest
87					2	Glove	Prep For Dest
88					3	Latent Print	Prep For Dest
89	03-3-8	Armed Robbery	12/14/03	12/14/06	1	Bag	Prep For Dest
90	03-7-53	Burglary-M/V	08/20/03	08/20/06	1-5	Latent Print	Prep For Dest
91					6-7	CD	Prep For Dest
92					8	Piece of CD	Prep For Dest
93					9	Latent Print	Prep For Dest

Property/Inventory

Appendix

94				10-12	Elim Prints	Prep For Dest	
95	04-6-12	Burglary-R	04/21/04	04/21/07	1-7	Latent Print	Prep For Dest
96				10	Elim Prints	Prep For Dest	
97	04-6-27	Burglary-R	07/05/04	07/05/07	1-7	Latent Print	Prep For Dest
98				4A	Latent Print	Prep For Dest	
99				5A	Latent Print	Prep For Dest	
100				8	Rock	Prep For Dest	
101				9	Shoe Box	Prep For Dest	
102				13	Bag	Prep For Dest	
103				17-18	VHS Cassette	Prep For Dest	
104				19-21	Piece of Glass	Prep For Dest	
105				22-24	Elim Prints	Prep For Dest	
106				25	Stereo Wire	Prep For Dest	
107				26	Audiocassette Adaptor	Prep For Dest	
108	04-6-40	Burglary-G	08/28/04	08/28/07	1	Light Bulb	Prep For Dest
109				2	Light Frame Fragment	Prep For Dest	
110				3	Latent Print	Prep For Dest	
111	4-8-79	Theft	10/19/04	04/19/06	1	Envelope	Prep For Dest
112	04-8-48	Theft	07/07/04	01/07/06	1	CD	Prep For Dest
113	04-8-92	Theft	12/01/04	06/01/06	1	Wallet	Prep For Dest
114				2	Driver's License	Prep For Dest	
115				3	ID Card	Prep For Dest	
116	04-11-22	Deceptive Pract	09/30/04	03/30/06	1	Check Receipt	Prep For Dest
117	04-11-23	Theft by Decept	09/30/04	03/30/06	1	Check Bank Book	Prep For Dest
118	2006-11952	Theft	10/29/06	04/29/08	1	Bandana,Sunglasses,Handcuffs	Prep For Dest
119				2	Pager	Prep For Dest	
120	2007-04538	PCS	05/05/07	05/05/10	5	CD	Prep For Dest
121	2007-05001	Traffic	05/18/07	11/18/08	5	Flashlight	Prep For Dest
122	2007-07167	Alarm	07/07/07	01/07/09	5	CDR	Prep For Dest
123	03-6-25	Burglary-C	04/28/03	04/28/06	1	Envelope	Prep For Dest
124				2-3	Deposit Slip	Prep For Dest	
125				4	Change Drawer	Prep For Dest	
126				5	Envelope	Prep For Dest	
127				7	Pieces of Tape	Prep For Dest	
128				8-13	Latent Print	Prep For Dest	
129	03-6-62	Burglary-C	07/02/03	07/02/06	1-17	Pad Lock	Prep For Dest
130				18	Box	Prep For Dest	
131				19	Latent Print	Prep For Dest	
132	03-11-24	Deceptive Pract	08/25/03	02/25/05	1-6	Check	Prep For Dest
133	03-12-43	CDP	06/12/03	12/12/04	1	Glass Sample	Prep For Dest
134	04-4-57	Domestic Batt	11/27/04	05/27/06	1	Bed Springs	Prep For Dest
135	04-6-35	Burglary-R	08/07/04	08/07/07	1	Door Strike Plate	Prep For Dest
136				2	Door Lock	Prep For Dest	
137				18	Shoe Impression	Prep For Dest	
138	04-7-41	Burglary-M/V	10/06/04	10/06/07	1	Binder	Prep For Dest
139	2007-04341	Burglary-R	05/02/07	05/02/10	1	Pad Lock	Prep For Dest
140	2007-05726	CDP	06/03/07	12/03/08	1	Solar Light	Prep For Dest

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Property/Inventory

Appendix

141	2007-05728	Utilities Compl	06/03/07	12/03/08	1	Pad Lock	Prep For Dest
142	02-6-49	Burglary-C	10/11/02	10/11/05	1-5	Latent Print	Prep For Dest
143					6	Concrete	Prep For Dest
144					7	Glass Fragment	Prep For Dest
145	03-1-7	Suicide	05/29/03	05/29/06	3	Gym Shoes	Prep For Dest
146					4	Tee Shirt	Prep For Dest
147					5	Sweat Shirt	Prep For Dest
148					6	Spent Bullet	Prep For Dest
149					7	Blanket	Prep For Dest
150					1	Handgun	Prep For Dest
151					2	Bullets	Prep For Dest
152	04-3-1	Armed Robbery	01/07/04	01/07/07	1	Cash Box	Prep For Dest
153					2	Change Drawer	Prep For Dest
154					2A	Latent Print	Prep For Dest
155					3	Telephone Handset	Prep For Dest
156					4	Appointment Card	Prep For Dest
157					5	Wallet	Prep For Dest
158					6	Soc Sec Card	Prep For Dest
159					7	Drivers License	Prep For Dest
160					8	Dominicks Card	Prep For Dest
161					9	Jewel Card	Prep For Dest
162					10	FOID Card	Prep For Dest
163					11	Gift Card	Prep For Dest
164					12-14	Elim Prints	Prep For Dest
165					22	Telephone Handset	Prep For Dest
166					23	Elim Prints	Prep For Dest
167	2011-12779	Burglary-R	09/21/11	09/21/14	1-2	Latent Print	Prep For Dest
168					3	Door Knob	Prep For Dest
169					4-5	Dead Bolt	Prep For Dest
170					6	Elim Prints	Prep For Dest
171	2007-11808	Burglary-R	11/05/07	11/05/10	1-2	Tool Impression	Prep For Dest
172					3	Envelope	Prep For Dest
173					4-7	Jewelry Box	Prep For Dest
174					8-9	Elim Prints	Prep For Dest
175	2009-14548	Susp Incident	10/21/09	04/21/10	1	Latent Print	Prep For Dest
176	2009-15055	Attempt Burglary	10/14/09	04/14/11	1	Latent Print	Prep For Dest
177	2009-15755	Theft	10/24/09	10/24/12	1	DVD	Prep For Dest
178	2010-12181	Burglary-R	08/04/10	08/04/13	1	Shoe Impression	Prep For Dest
179					2	Swab and Standard	Prep For Dest
180	2011-14625	Turned In Prop	10/29/11	04/29/12	1-2	Cell Phone	Prep For Dest
181					3	SD Card	Prep For Dest
182	2012-00287	Burglary-R	01/06/12	01/06/15	1	Letters/Notes/Papers	Prep For Dest
183					2-3	Latent Print	Prep For Dest
184					4	Elim Prints	Prep For Dest
185	2011-08461	Unauth Video	06/24/11	12/24/13	1	Cell Phone	Prep For Dest
186	2011-08740	Turned In Prop	06/30/11	12/30/11	1	Wallet	Prep For Dest
187	2012-00524	Turned In Prop	01/11/12	07/11/12	1-3	ID Card, Credit Card	Prep For Dest

Property/Inventory

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188	2014-09624	Poss Nitrous Oxide	08/08/14	01/21/15	1	Nitrous Oxide	Prep For Dest
189					2	Ballon	Prep For Dest
190	2014-09800	Poss Drug Para	08/14/14	02/12/15	1	Glass Pipe	Prep For Dest
191	2014-10951	Poss Drug Para	09/09/14	02/05/15	1	Suspect Cannabis	Prep For Dest
192					2	Suspect Cannabis	Prep For Dest
193	2013-15230	Poss Cannabis	12/13/13	06/13/14	1	Suspect Cannabis	Prep For Dest
194					2	Glass Pipe	Prep For Dest
195	2013-15451	Poss Drug Para	12/19/13	06/19/14	1	Pills	Prep For Dest
196					2	Glass Pipe	Prep For Dest
197	2013-15458	Poss Hyper Needles	12/19/13	12/05/15	1	Needles	Prep For Dest
198					2	Butane Lighter	Prep For Dest
199					3	Metal Container	Prep For Dest
200					4	Shopping Bag	Prep For Dest
201	2014-00708	Turned in Prop	01/20/14	07/01/14	1	Straw w/ White Powdery Sub	Prep For Dest
202	2014-09269	Turned In Prop	07/31/14	01/31/15	1-4	Ammunition	Prep For Dest
203	2009-13962	Turned In Prop	09/26/09	03/26/10	1	Ammunition	Prep For Dest
204	2011-15013	Susp Incident	11/05/11	05/05/12	1	.22 Cal Casing	Prep For Dest
205	2012-02107	Susp Incident	02/16/12	08/16/12	1	.22 Cal Casing	Prep For Dest
206	2012-04073	Uuw	03/31/12	09/28/14	1	Ammunition	Prep For Dest
207	2012-04213	Turned In Prop	04/03/12	10/03/12	1	Ammunition	Prep For Dest
208	2013-05146	Turned In Prop	04/26/13	10/26/13	1	Ammunition	Prep For Dest
209	2013-09174	Turned In Prop	07/19/13	01/19/14	1	Ammunition	Prep For Dest
210	2013-10275	Domestic Dispute	08/12/13	02/12/15	2	Ammunition	Prep For Dest
211	2013-13205	Turned In Prop	10/17/13	04/17/14	1	Ammunition	Prep For Dest
213	2013-14900	Turned In Prop	12/03/13	06/03/14	3	Ammunition	Prep For Dest
214					4	Pistol Magizine	Prep For Dest
215					5	Ammunition	Prep For Dest
216					6	Holster	Prep For Dest
217	2014-05508	Turned In Prop	05/13/14	11/13/14	1	Ammunition	Prep For Dest
218	2013-02334	Turned In Prop	02/25/13	08/25/13	1	Ammunition	Prep For Dest
219	2014-07849	Turned In Prop	07/01/14	01/01/15	1	Ammunition	Prep For Dest
220	2014-08130	Turned In Prop	07/07/14	01/07/15	1	Ammunition	Prep For Dest
221	05-4-1	Battery	01/10/05	07/10/06	1	Jeans	Prep For Dest
222					2	Shirt	Prep For Dest
223					3	Socks	Prep For Dest
224					4	Shoes	Prep For Dest
225					5	Belt	Prep For Dest
226	03-6-43	Burglary-C	06/06/03		1	Metal Post	Prep For Dest
227					2	Two Hammers	Prep For Dest
228					3	Safe Dial	Prep For Dest
229					4	Socks	Prep For Dest
230					5	Magazines	Prep For Dest
231					6	Tool Box	Prep For Dest
232					7	Grooming Kit	Prep For Dest
233					8	Tool Box	Prep For Dest
234					9	AT&T Bill	Prep For Dest
235					10	Prescription Bottle	Prep For Dest

Property/Inventory

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236	03-5-8	Agg Assault	09/05/03	03/05/05	1	Lighter	Prep For Dest
237	03-6-79	Burglary-C	09/15/03	09/15/06	1	Hammer/Screwdriver	Prep For Dest
238					2	Scissors	Prep For Dest
239	03-8-80	Theft	09/04/03	03/04/05	1	Screwdriver	Prep For Dest
240	05-4-19	Dom Battery	05/06/05	11/06/06	1	T-Shirt	Prep For Dest
241	05-6-12	Burglary-C	08/04/05	08/04/08	1	File Box	Prep For Dest
242					2	Check Box	Prep For Dest
243	03-7-63	Burglary-M/V	09/27/03	09/27/06	1	CD Case w/CD's	Prep For Dest
244	04-6-50	Burglary-R	12/31/04	12/31/07	1	Latent Print	Prep For Dest
245					2	Purse	Prep For Dest
246					3	Door Handle	Prep For Dest
247					4	Elim Prints	Prep For Dest
248	05-6-9	Burglary-R	03/15/05	03/15/08	1	Cell Phone	Prep For Dest
249					2	Plastic Box	Prep For Dest
250					1-13	Latent Print	Prep For Dest
251	2010-15325	Burglary-R	10/07/10	10/07/13	1	Gloves	Prep For Dest
252	2010-17995	Theft	12/02/10	06/02/12	1	Receipt	Prep For Dest
253					2	Pillow Case	Prep For Dest
254					3	Quick-melts	Prep For Dest
255	2009-13169	Burglary-R	09/11/09	09/11/12	1-5	DVD	Prep For Dest
256					6-14	Latent Print	Prep For Dest
257					15-16	Elim Prints	Prep For Dest
258	2010-07110	Burglary-R	05/03/10	05/03/13	1	Money Clip	Prep For Dest
259					2-3	Elim Prints	Prep For Dest
260	2010-15673	Attempt Dis Con	10/14/10	04/14/12	1	Paint Sample	Prep For Dest
261					2-3	Latent Print	Prep For Dest
262					7	Paint Standard	Prep For Dest
263					8-9	Parking Citation	Prep For Dest
264	2011-04551	Theft	03/31/11	09/31/12	1	Flash Drive	Prep For Dest
265	2011-09285	Att Burglary-M/V	07/10/11	01/10/13	1	Sunglasses	Prep For Dest
266					2	Cigar	Prep For Dest
267					3	Sunglasses	Prep For Dest
268					4	Matches	Prep For Dest
269					5	Lighter	Prep For Dest
270					6	Gift Card	Prep For Dest
271	2011-09447	Burglary-R	07/13/11	07/13/14	1-2	Jewelry Box	Prep For Dest
272					3-5	Various Papers	Prep For Dest
273					6-7	Elim Prints	Prep For Dest
274	2011-11840	Burglary-C	09/02/11	09/02/14	1,4-5	Gloves	Prep For Dest
275					2-3	Electrical Panel	Prep For Dest
276					7	Plastic Bag	Prep For Dest
277					14	Plastic Bag	Prep For Dest
278	2011-13177	Burglary-R	09/30/11	09/30/14	1	Jewelry Box	Prep For Dest
279	2011-14031	Theft	10/15/11	10/15/14	1	BB Gun	Prep For Dest
280					2	Back Pack	Prep For Dest

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

April 13, 2015

Consolidated Voucher 150413

<u>Fund No.</u>	<u>Fund Name</u>	<u>04/13/15 Voucher</u>	<u>03/27/15 Payroll</u>	<u>04/10/15 Payroll</u>	<u>Total</u>
01	General	209,427.94	297,039.93	293,988.57	800,456.44
21	Motor Fuel Tax				0.00
22	Foreign Fire Insurance Tax	299.99			299.99
24	ETSB	307.72			307.72
27	Drug Enforcement	650.00			650.00
40	Capital Projects	54,765.89			54,765.89
50	Water	247,119.63	42,567.74	40,692.06	330,379.43
51	Parking	10,100.65	23,237.98	23,378.08	56,716.71
60	Equipment Replacement	64,422.00			64,422.00
70	Police Pension				0.00
75	Firefighters' Pension	300.00			300.00
80	Sewer	3,925.40	10,090.52	9,715.65	23,731.57
90	Debt Service				0.00
		<u>591,319.22</u>	<u>372,936.17</u>	<u>367,774.36</u>	<u>1,332,029.75</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

5-5

DATE: 04/09/15  
 TIME: 10:17:17  
 ID: AP222000.WOW

VILLAGE OF LA GRANGE  
 MANUAL PRE-CHECK RUN EDIT

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
132122	GUA	GUARDIAN LIFE INSURANCE			03/27/15		
	15/04	03/24/15	01	DENTAL PREMIUM/L DENO		01-00-38-3806	104.37
						INVOICE TOTAL:	104.37 *
						CHECK TOTAL:	104.37
132123	HEA2555	HEALTHCARE SERVICE CORPORATION			03/27/15		
	15/04	03/17/15	01	APR EMPLOYEE HEALTH INS PREM		01-00-31-3105	17,395.90
			02	APR EMPLOYEE HEALTH INS PREM		01-00-31-3105	12,280.56
			03	APR EMPLOYEE HEALTH INS PREM		01-02-60-6010	1,744.97
			04	APR EMPLOYEE HEALTH INS PREM		01-03-60-6010	5,070.20
			05	APR EMPLOYEE HEALTH INS PREM		01-06-60-6010	4,757.49
			06	APR EMPLOYEE HEALTH INS PREM		01-07-60-6010	25,532.44
			07	APR EMPLOYEE HEALTH INS PREM		51-00-60-6010	2,222.39
			08	APR EMPLOYEE HEALTH INS PREM		01-09-60-6010	21,400.37
			09	APR EMPLOYEE HEALTH INS PREM		01-11-60-6010	7,292.59
			10	APR EMPLOYEE HEALTH INS PREM		50-00-60-6010	13,152.94
			11	APR EMPLOYEE HEALTH INS PREM		80-00-60-6010	1,267.55
						INVOICE TOTAL:	112,117.40 *
						CHECK TOTAL:	112,117.40
132124	DEA3678	DEARBORN NATL LIFE INSURANCE			03/30/15		
	15/04	03/20/15	01	APR EMPLOYEE LIFE INS PREMIUM		01-02-60-6010	22.80
			02	APR EMPLOYEE LIFE INS PREMIUM		01-03-60-6010	22.80
			03	APR EMPLOYEE LIFE INS PREMIUM		01-06-60-6010	28.50
			04	APR EMPLOYEE LIFE INS PREMIUM		01-07-60-6010	188.10
			05	APR EMPLOYEE LIFE INS PREMIUM		51-00-60-6010	17.10
			06	APR EMPLOYEE LIFE INS PREMIUM		01-09-60-6010	114.00
			07	APR EMPLOYEE LIFE INS PREMIUM		01-11-60-6010	62.70
			08	APR EMPLOYEE LIFE INS PREMIUM		50-00-60-6010	62.70
			09	APR EMPLOYEE LIFE INS PREMIUM		80-00-60-6010	11.40
			10	APR EMPLOYEE LIFE INS PREMIUM		01-00-31-3105	260.40
						INVOICE TOTAL:	790.50 *
						CHECK TOTAL:	790.50
						TOTAL AMOUNT PAID:	113,012.27

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
<b>GENERAL FUND</b>							
01	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	17,395.90	
02	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	12,280.56	
03	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	260.40	
04	01-00-38-3806	HELD FOR HEALTH INSURANCE	GUA	15/04	DENTAL PREMIUM/L DENO	104.37	
05	01-02-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	1,744.97	
06	01-02-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	22.80	
07	01-03-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	5,070.20	
08	01-03-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	22.80	
09	01-06-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	4,757.49	
10	01-06-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	28.50	
11	01-07-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	25,532.44	
12	01-07-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	188.10	
13	01-09-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	21,400.37	
14	01-09-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	114.00	
15	01-11-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	7,292.59	
16	01-11-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	62.70	
17	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		96,278.19
<b>WATER FUND</b>							
18	50-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	13,152.94	
19	50-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	62.70	
20	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		13,215.64
<b>PARKING FUND</b>							
21	51-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	2,222.39	
22	51-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	17.10	
23	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,239.49
<b>SEWER FUND</b>							
24	80-00-60-6010	INSURANCE-HOSPITALIZATION	HEA2555	15/04	APR EMPLOYEE HEALTH INS PREM	1,267.55	
25	80-00-60-6010	INSURANCE-HOSPITALIZATION	DEA3678	15/04	APR EMPLOYEE LIFE INS PREMIUM	11.40	
26	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		1,278.95

INTERFUND SUMMARY

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
27	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFSET	13,215.64	
28	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFSET	2,239.49	
29	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFSET	1,278.95	
30	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFSET		16,734.08
TOTALS:						129,746.35	129,746.35

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132125	ADV9510	ADVANTAGE CHEVROLET						
	549672	03/15/15	01	FRONT END ALIGNMENT/#526	01-07-62-6220		152.25	
						INVOICE TOTAL:	152.25 *	
						CHECK TOTAL:	152.25	
132126	AIR360	AIR ONE EQUIPMENT INC						
	101751	02/23/15	01	HOSE	01-09-66-6600		1,560.00	
						INVOICE TOTAL:	1,560.00 *	
	102330	03/17/15	01	PORTABLE MONITOR/CO1111	01-09-66-6600		2,295.00	
						INVOICE TOTAL:	2,295.00 *	
	102475	03/23/15	01	HOSE;SHIPPING	01-09-66-6600		536.00	
						INVOICE TOTAL:	536.00 *	
						CHECK TOTAL:	4,391.00	
132127	AIR8025	AIRGAS NORTH CENTRAL						
	9037125827	03/10/15	01	GRINDER PADS/SHOP	01-11-62-6220		10.60	
						INVOICE TOTAL:	10.60 *	
	9037125828	03/10/15	01	WELDER GAS:ARGON/SHOP	01-11-62-6220		141.32	
						INVOICE TOTAL:	141.32 *	
	9037470441	03/19/15	01	FIBER DISCS/#24 SHOP	01-11-62-6220		19.25	
						INVOICE TOTAL:	19.25 *	
	9037568231	03/23/15	01	FACE MASK;WELDING WIRE/SHOP	01-11-62-6220		44.69	
						INVOICE TOTAL:	44.69 *	
	9925664337	02/28/15	01	ACETYLENE;AIR;ARGON;O2/SHOP	01-11-62-6220		82.64	
						INVOICE TOTAL:	82.64 *	
						CHECK TOTAL:	298.50	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132128	AIS6428	ALL INFORMATION SERVICES, INC						
	27773	01/01/15	01	VM WARE/PD SERVER	01-07-62-6220		632.00	
						INVOICE TOTAL:	632.00 *	
	3435	03/19/15	01	SONIC WALL/ATT BACKUP	01-19-62-6230		1,700.00	
			02	LOGITECH SPEAKER SYSTEM	01-07-61-6100		9.99	
			03	SURVEILLANCE HARD DRIVES	50-00-61-6100		458.98	
						INVOICE TOTAL:	2,168.97 *	
	3630	03/23/15	01	NEW PC/XP	01-02-66-6600		862.98	
						INVOICE TOTAL:	862.98 *	
	50453	08/06/14	01	MONITOR;OFFICE;ACROBAT;ETC	01-09-66-6605		1,396.09	
						INVOICE TOTAL:	1,396.09 *	
	51017	11/05/14	01	LAPTOP FOR ROLLCALL	01-07-66-6605		924.99	
						INVOICE TOTAL:	924.99 *	
						CHECK TOTAL:	5,995.03	
132129	ALC8453	ALCO ENGINEERING						
	5690	03/02/15	01	6 PK RED PENS/PUMP STATION	50-00-62-6220		201.18	
						INVOICE TOTAL:	201.18 *	
						CHECK TOTAL:	201.18	
132130	ALL897	ALLY INC						
	13258	03/17/15	01	APR CUSTODIAL SERVICE:DECK	51-00-62-6280		325.00	
						INVOICE TOTAL:	325.00 *	
	13259	03/17/15	01	APR CUSTODIAL SERVICE:PD	01-10-62-6221		1,475.26	
						INVOICE TOTAL:	1,475.26 *	
	13263	03/17/15	01	APR CUSTODIAL SERVICE:DPW	01-10-62-6221		395.00	
						INVOICE TOTAL:	395.00 *	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132130	ALL897	ALLY INC					
	13264	03/17/15	01	APR CUSTODIAL SERVICE:VH	01-10-62-6221		1,644.69
						INVOICE TOTAL:	1,644.69 *
						CHECK TOTAL:	3,839.95
132131	AM8623	A & M PARTS INC					
	31859	03/18/15	01	CREDIT/RETURNED BRAKE PADS	01-07-62-6220		-51.08
						INVOICE TOTAL:	-51.08 *
	488364	01/08/15	01	SPRAY GUN/SHOP	01-11-62-6220		74.28
						INVOICE TOTAL:	74.28 *
	488420	01/08/15	01	SLIDE TERMINALS/SHOP	01-11-62-6220		23.00
						INVOICE TOTAL:	23.00 *
	488431	01/08/15	01	VACUUM TUBING/SHOP	01-11-62-6220		11.78
						INVOICE TOTAL:	11.78 *
	488481	01/08/15	01	CONNECTORS;HOSE CLAMPS	01-11-62-6220		8.44
						INVOICE TOTAL:	8.44 *
	497047	03/03/15	01	SM BULB/MC35	01-11-62-6220		13.98
						INVOICE TOTAL:	13.98 *
	497058	03/03/15	01	FUSES/SKIDSTEER	01-11-62-6220		5.08
						INVOICE TOTAL:	5.08 *
				*** VOID---LEADER CHECK ***			
132132	AM8623	A & M PARTS INC					
	497377	03/04/15	01	BULBS/SPREADER LIGHTS	01-11-62-6220		35.96
						INVOICE TOTAL:	35.96 *

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132132	AM8623	A & M PARTS INC					
	497505	03/05/15	01	HYDR HOSE FITTINGS/SHOP	01-11-62-6220		33.78
						INVOICE TOTAL:	33.78 *
	497661	03/06/15	01	LAMP/BAR LIGHT #7	01-11-62-6220		9.91
						INVOICE TOTAL:	9.91 *
	498444	03/11/15	01	BLUE DEF/#64	50-00-62-6220		23.18
						INVOICE TOTAL:	23.18 *
	498946	03/13/15	01	AIR FILTER/#11	01-11-62-6220		19.29
			02	AIR FILTER/#11	51-00-62-6280		19.29
						INVOICE TOTAL:	38.58 *
	498954	03/13/15	01	BATTERY/#11	01-11-62-6220		46.48
			02	BATTERY/#11	51-00-62-6280		46.47
						INVOICE TOTAL:	92.95 *
				*** VOID---LEADER CHECK ***			
132133	AM8623	A & M PARTS INC					
	499234	03/16/15	01	TARP STRAPS;PAINT/SHOP	01-11-62-6220		22.03
						INVOICE TOTAL:	22.03 *
	499359	03/16/15	01	AIR LINE/#17	80-00-62-6220		9.65
						INVOICE TOTAL:	9.65 *
	499469	03/17/15	01	AIR FILTER/PRESS WASHER	01-11-62-6220		10.62
						INVOICE TOTAL:	10.62 *
	499615	03/17/15	01	PADS;HUBLESS ROTOR/#520	01-07-62-6220		247.99
						INVOICE TOTAL:	247.99 *
	499792	03/18/15	01	BRAKE PADS/#520	01-07-62-6220		164.35
						INVOICE TOTAL:	164.35 *

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132133	AM8623	A & M PARTS INC					
	499854	03/18/15	01	STEERING DAMPER/#7	01-11-62-6220		39.96
						INVOICE TOTAL:	39.96 *
	500140	03/19/15	01	BACKING PAD SET/GRINDER	01-11-62-6220		5.40
						INVOICE TOTAL:	5.40 *
	*** VOID---LEADER CHECK ***						
132134	AM8623	A & M PARTS INC					
	500206	03/20/15	01	BATTERY/#26	01-11-62-6220		106.31
						INVOICE TOTAL:	106.31 *
	500492	03/22/15	01	REPL LIGHT BAR/#1113	01-09-62-6220		23.08
						INVOICE TOTAL:	23.08 *
	500950	03/25/15	01	AIR FILTER/LARGE ROLLER	01-11-62-6220		20.22
						INVOICE TOTAL:	20.22 *
	500952	03/25/15	01	NON-DETER 30 QT/MOWERS	01-11-62-6220		40.60
						INVOICE TOTAL:	40.60 *
	502176	04/01/15	01	BATTERY;OIL FILTERS/DECK GENER	51-00-62-6280		115.10
						INVOICE TOTAL:	115.10 *
	502181	04/01/15	01	BRAKES;SHOCKS/#77	50-00-62-6220		74.83
			02	BRAKES;SHOCKS/#77	01-11-62-6220		74.83
						INVOICE TOTAL:	149.66 *
						CHECK TOTAL:	1,274.81
132135	AME5749	AMERICAN MESSAGING					
	U1158734PD	04/01/15	01	APR PAGE COPY SVC	01-09-62-6210		88.44
						INVOICE TOTAL:	88.44 *
						CHECK TOTAL:	88.44

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132136	AMJ304	AMJ TOWING					
	13489	03/04/15	01	TOW #21 FROM SHOP TO RUSH	01-11-62-6220		302.73
						INVOICE TOTAL:	302.73 *
						CHECK TOTAL:	302.73
132137	AND3323	ANDRES MEDICAL BILLING LTD					
	135116	04/03/15	01	MAR AMBULANCE FEES	01-00-58-5866		1,569.92
						INVOICE TOTAL:	1,569.92 *
						CHECK TOTAL:	1,569.92
132138	ARA2525	ARAMARK UNIFORM SERVICES					
	2078966339	03/20/15	01	3/20/15 UNIFORM SVCS	01-11-60-6021		103.78
			02	3/20/15 UNIFORM SVCS	50-00-60-6021		40.80
			03	3/20/15 UNIFORM SVCS	80-00-60-6021		10.20
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50
						INVOICE TOTAL:	171.28 *
	2078976313	03/27/15	01	3/27/15 UNIFORM SERVICES	01-11-60-6021		57.68
			02	3/27/15 UNIFORM SERVICES	50-00-60-6021		40.80
			03	3/27/15 UNIFORM SERVICES	80-00-60-6021		10.20
			04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50
						INVOICE TOTAL:	125.18 *
	2078986279	04/03/15	01	4/6/15 UNIFORM SVCS	01-11-60-6021		57.68
			02	4/6/15 UNIFORM SVCS	50-00-60-6021		40.80
						INVOICE TOTAL:	98.48
	*** VOID---LEADER CHECK ***						
132139	ARA2525	ARAMARK UNIFORM SERVICES					
			03	4/6/15 UNIFORM SVCS	80-00-60-6021		10.20

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132139	ARA2525	ARAMARK UNIFORM SERVICES						
	2078986279	04/03/15	04	FLOOR MATS/TRAIN STN	51-00-62-6225		11.00	
			05	FLOOR MATS/PARKING DECK	51-00-62-6280		5.50	
						INVOICE TOTAL:	125.18 *	
						CHECK TOTAL:	421.64	
132140	AST524	ASSOCIATED TECHNICAL SVCS, LTD						
	26074	03/30/14	01	EMERGENCY LOCATES	50-00-62-6230		1,243.75	
						INVOICE TOTAL:	1,243.75 *	
						CHECK TOTAL:	1,243.75	
132141	ATL2728	ATLAS BOBCAT						
	2771	03/19/15	01	CHAIN SHIELD;BUSHING/S70	01-11-62-6220		216.69	
						INVOICE TOTAL:	216.69 *	
						CHECK TOTAL:	216.69	
132142	ATO3733	ATOMATIC MECHANICAL SVCS INC						
	MA30204	04/01/15	01	VH HVAC MAINTENANCE AGREEMT	01-10-62-6220		1,032.50	
						INVOICE TOTAL:	1,032.50 *	
						CHECK TOTAL:	1,032.50	
132143	ATT	A T & T						
	15/708352193303	03/16/15	01	MAR MODEM LINE 352-1933/PD	01-07-62-6210		76.63	
						INVOICE TOTAL:	76.63 *	
						CHECK TOTAL:	76.63	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132144	ATT	A T & T						
	15/708352212103	03/16/15	01	MAR EMERGENCY LINE 352-2121/PD	01-09-62-6210		186.57	
						INVOICE TOTAL:	186.57 *	
						CHECK TOTAL:	186.57	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		
132145	ATT	A T & T						
	15/708352213103	03/16/15	01	MAR EMERGENCY LINE 352-2131/PD	01-07-62-6210		288.06	
						INVOICE TOTAL:	288.06 *	
						CHECK TOTAL:	288.06	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		
132146	ATT	A T & T						
	15/708354156603	03/22/15	01	MAR OFFICE LINE 354-1566	01-09-62-6210		93.01	
						INVOICE TOTAL:	93.01 *	
						CHECK TOTAL:	93.01	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		
132147	ATT	A T & T						
	15/708579068704	04/01/15	01	APR 3 LINE SYS:579-0687	01-07-62-6210		233.25	
						INVOICE TOTAL:	233.25 *	
						CHECK TOTAL:	233.25	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		
132148	ATT	A T & T						
	15/708579108504	04/01/15	01	APR FAX LINE 579-1085	01-07-62-6210		77.78	
						INVOICE TOTAL:	77.78 *	
						CHECK TOTAL:	77.78	
						*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***		

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132149	ATT A T & T 15/708579139404	04/01/15	01	APR INVEST FAX LINE 579-1394	01-07-62-6210		84.65
						INVOICE TOTAL:	84.65 *
					CHECK TOTAL:		84.65
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132150	ATT A T & T 15/708579230004	04/01/15	01	APR SHARE/CENTREX SYS:579-2300	01-02-62-6210		506.62
			02	APR SHARE/CENTREX SYS:579-2300	01-03-62-6210		704.94
			03	APR SHARE/CENTREX SYS:579-2300	01-06-62-6210		394.44
			04	APR SHARE/CENTREX SYS:579-2300	01-07-62-6210		635.76
			05	APR SHARE/CENTREX SYS:579-2300	01-09-62-6210		449.62
			06	APR SHARE/CENTREX SYS:579-2300	01-11-62-6210		156.02
			07	APR SHARE/CENTREX SYS:579-2300	50-00-62-6210		312.01
			08	APR SHARE/CENTREX SYS:579-2300	80-00-62-6210		156.01
						INVOICE TOTAL:	3,315.42 *
					CHECK TOTAL:		3,315.42
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132151	ATT A T & T 15/708579263104	04/01/15	01	APR GAR/ELEV LINE:579-2631	51-00-62-6210		153.49
						INVOICE TOTAL:	153.49 *
					CHECK TOTAL:		153.49
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132152	ATT A T & T 15/708579974704	04/01/15	01	APR FAX/MODEM LINE 579-9747	01-09-62-6210		153.39
						INVOICE TOTAL:	153.39 *
					CHECK TOTAL:		153.39
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132153	ATT A T & T 15/708Z14012403	03/16/15	01	MAR TELEMETRY LINE Z140124/WTR	50-00-62-6210		96.60
						INVOICE TOTAL:	96.60 *
					CHECK TOTAL:		96.60
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132154	ATT A T & T 15/708Z45003703	03/16/15	01	MAR ALARM LINE 708-245-0037	01-11-62-6210		132.95
			02	MAR ALARM LINE 708-245-0037	80-00-62-6210		132.94
						INVOICE TOTAL:	265.89 *
					CHECK TOTAL:		265.89
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132155	ATT A T & T 15/708Z45008703	03/16/15	01	MAR ALARM LINE 2450087/ADM	01-02-62-6210		132.95
			02	MAR ALARM LINE 2450087/FIN	01-03-62-6210		132.94
						INVOICE TOTAL:	265.89 *
					CHECK TOTAL:		265.89
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132156	ATT A T & T 15/708Z45027003	03/16/15	01	MAR ALARM LINE 2450270/CLK ADM	01-02-62-6210		265.90
			02	MAR ALARM LINE 2450270/COM DEV	01-06-62-6210		265.89
						INVOICE TOTAL:	531.79 *
					CHECK TOTAL:		531.79
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132157	ATT A T & T						

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132157	ATT A T & T						
	15/708Z45520203	03/16/15	01	MAR ALARM LINE Z455202/WTR	50-00-62-6210		531.79
						INVOICE TOTAL:	531.79 *
						CHECK TOTAL:	531.79
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
132158	ATT5017 AT&T LONG DISTANCE						
	15/03	03/19/15	01	MAR LONG DISTANCE CHARGES	01-02-62-6210		9.66
			02	MAR LONG DISTANCE CHARGES	01-03-62-6210		11.14
			03	MAR LONG DISTANCE CHARGES	01-06-62-6210		2.43
			04	MAR LONG DISTANCE CHARGES	01-07-62-6210		61.98
			05	MAR LONG DISTANCE CHARGES	01-09-62-6210		9.07
			06	MAR LONG DISTANCE CHARGES	01-11-62-6210		5.97
			07	MAR LONG DISTANCE CHARGES	50-00-62-6210		11.95
			08	MAR LONG DISTANCE CHARGES	80-00-62-6210		5.97
						INVOICE TOTAL:	118.17 *
						CHECK TOTAL:	118.17
132159	ATT911 A T & T						
	15/773RO6237203	03/16/15	01	MAR E911 WIRELESS:773/RO6-2372	24-00-62-6210		102.36
						INVOICE TOTAL:	102.36 *
						CHECK TOTAL:	102.36
	*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***						
132160	BAX783 BAXTER & WOODMAN						
	0179046	03/19/15	01	EAST AVE PUMP STN CONSTRUCTION	50-00-66-6691		3,258.54
						INVOICE TOTAL:	3,258.54 *
	0179047	03/19/15	01	FY14-15 NEIGHBORHOOD STREETS	40-00-66-6698		22,501.90
						INVOICE TOTAL:	22,501.90 *

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132160	BAX783 BAXTER & WOODMAN						
	0179049	03/19/15	01	REVIEW 2014 SEWER TV-ING	40-00-66-6686		1,864.75
						INVOICE TOTAL:	1,864.75 *
	0179050	03/19/15	01	2014 SEWER TV PROGRAM	40-00-66-6686		279.12
						INVOICE TOTAL:	279.12 *
	0179051	03/19/15	01	PARKING LOT 12 RESURFACE PROJE	51-00-66-6601		3,207.84
						INVOICE TOTAL:	3,207.84 *
	0179053	03/19/15	01	BRAINARD FLOODWALL DESIGN ENG	40-00-66-6611		13,565.90
						INVOICE TOTAL:	13,565.90 *
	0179337	04/02/15	01	SCADA SYSTEM	50-00-66-6691		2,777.19
						INVOICE TOTAL:	2,777.19 *
						CHECK TOTAL:	47,455.24
132161	BLO855 A BLOCK MARKETING						
	60548	03/27/15	01	64 CUBIC YDS CHOCOLATE MULCH	01-11-62-6259		1,532.80
						INVOICE TOTAL:	1,532.80 *
						CHECK TOTAL:	1,532.80
132162	CAN1500 CANON BUSINESS SOLUTIONS-CNTRL						
	4015583300	04/01/15	01	APR COPIER MAINTENANCE	01-02-62-6220		93.24
			02	APR COPIER MAINTENANCE	01-03-62-6220		46.62
			03	APR COPIER MAINTENANCE	01-06-62-6220		46.61
			04	MAR COLOR COPY OVERAGE	01-02-62-6220		225.48
			05	MAR COLOR COPY OVERAGE	01-06-62-6220		9.40
						INVOICE TOTAL:	421.35 *
						CHECK TOTAL:	421.35

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132163	CAR7341	CARTRIDGE WORLD					
	3190	03/24/15	01	REFILLS	51-00-61-6101		521.91
						INVOICE TOTAL:	521.91 *
						CHECK TOTAL:	521.91
132164	CAS7911	CASE LOTS INC					
	4305	03/10/15	01	AIR FRESHENER	01-10-61-6100		137.60
						INVOICE TOTAL:	137.60 *
	4322	03/11/15	01	LINERS;TP;PAPER TOWEL;SOAP;ETC	01-10-61-6100		645.20
						INVOICE TOTAL:	645.20 *
	4787	04/01/15	01	SOAPS;PAPER TOWELS;TP;ETC	01-10-61-6100		977.40
						INVOICE TOTAL:	977.40 *
						CHECK TOTAL:	1,760.20
132165	CAT6298	CATCHING FLUIDPOWER, INC					
	5806552C	02/05/15	01	UNUSED CREDIT	01-11-62-6220		-40.89
						INVOICE TOTAL:	-40.89 *
	5985182	03/03/15	01	HOSES FOR OIL DRAIN;ETC	01-11-62-6220		308.07
						INVOICE TOTAL:	308.07 *
	5985986	03/05/15	01	HYDRAULIC HOSE/SKIDSTEER	01-11-62-6220		77.07
						INVOICE TOTAL:	77.07 *
	5989819	03/23/15	01	HOSES/#2;#7	01-11-62-6220		151.05
						INVOICE TOTAL:	151.05 *
						CHECK TOTAL:	495.30
132166	CLE635	ARTHUR CLESEN INC					

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132166	CLE635	ARTHUR CLESEN INC					
	302681	03/25/15	01	HERBICIDE & FERTILIZER	01-11-62-6259		590.00
						INVOICE TOTAL:	590.00 *
						CHECK TOTAL:	590.00
132167	COL1710	COLLINS & RADJA					
	6549	03/24/15	01	APR-JUN RETAINER	75-00-68-6899		300.00
						INVOICE TOTAL:	300.00 *
						CHECK TOTAL:	300.00
132168	COL226	COLLEY ELEVATOR CO					
	137570	04/01/15	01	ELEVATOR INSPECTION/VH	01-10-62-6220		670.00
						INVOICE TOTAL:	670.00 *
						CHECK TOTAL:	670.00
132169	COM3002	COMCAST CABLE					
	0147099-15/04	03/24/15	01	APR MODEM/GARAGE	51-00-62-6280		112.35
						INVOICE TOTAL:	112.35 *
						CHECK TOTAL:	112.35
132170	COM6111	COM ED					
	15/03-S/L	03/20/15	01	MAR STREET LIGHTS	01-11-62-6211		160.03
			02	MAR PARKING LOT LIGHTS	51-00-62-6211		59.19
						INVOICE TOTAL:	219.22 *
	15/03-W	03/20/15	01	MAR PUMPING	50-00-62-6211		59.74
						INVOICE TOTAL:	59.74 *
						CHECK TOTAL:	278.96

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132171	CON1421	CONSTELLATION NEWENERGY INC						
	22970970	03/22/15	01	MAR STREET LIGHTS	01-11-62-6211		86.74	
			02	MAR PARKING LOT LIGHTS	51-00-62-6211		32.08	
						INVOICE TOTAL:	118.82 *	
	22971003	03/22/15	01	MAR STREET LIGHTS	01-11-62-6211		245.25	
			02	MAR PARKING LOT LIGHTS	51-00-62-6211		90.71	
						INVOICE TOTAL:	335.96 *	
	22971382	03/22/15	01	MAR PUMPING	50-00-62-6211		2,841.61	
						INVOICE TOTAL:	2,841.61 *	
	22971843	03/22/15	01	MAR STREET LIGHTS	01-11-62-6211		34.03	
			02	MAR PARKING LOT LIGHTS	51-00-62-6211		12.59	
						INVOICE TOTAL:	46.62 *	
	22971852	03/22/15	01	MAR STREET LIGHTS	01-11-62-6211		329.52	
			02	MAR PAKING LOT LIGHTS	51-00-62-6211		121.88	
						INVOICE TOTAL:	451.40 *	
						CHECK TOTAL:	3,794.41	
132172	COU11	COURTNEY'S LANE						
	102421	03/09/15	01	SAFETY INSPECTION/#7	01-11-62-6220		35.00	
						INVOICE TOTAL:	35.00 *	
						CHECK TOTAL:	35.00	
132173	DIG9423	DIGITAL BUSINESS TECHNOLOGIES						
	11748	04/02/15	01	BLK & WHITE & COLOR COPIES	01-11-61-6100		40.09	
			02	BLK & WHITE & COLOR COPIES	50-00-61-6100		36.50	
			03	BLK & WHITE & COLOR COPIES	80-00-61-6100		32.50	
						INVOICE TOTAL:	109.09 *	
						CHECK TOTAL:	109.09	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132174	DIV	DIVOT CONTRACTING						
	150312	03/12/15	01	REFUND FEES:WRONG VILLAGE	01-00-51-5112		250.00	
						INVOICE TOTAL:	250.00 *	
						CHECK TOTAL:	250.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
132175	DMJ603	D M J AUTOMOTIVE						
	003179	03/17/15	01	OIL CHANGE/CO1101	01-09-62-6220		47.49	
						INVOICE TOTAL:	47.49 *	
						CHECK TOTAL:	47.49	
132176	DOE1970	LINDA J. DOERING						
	150318	03/18/15	01	CT REPORTING SVC:PC #222	01-06-62-6230		2,335.00	
						INVOICE TOTAL:	2,335.00 *	
						CHECK TOTAL:	2,335.00	
132177	DRI4323	DRIVESHAFT UNLIMITED INC						
	34108	02/10/15	01	MADE PTO SHAFT/TRACKLESS	01-11-62-6220		285.00	
						INVOICE TOTAL:	285.00 *	
	64098	02/03/15	01	U JOINT;WELD YOKE;TUBE/TRKLESS	01-11-62-6220		131.02	
						INVOICE TOTAL:	131.02 *	
						CHECK TOTAL:	416.02	
132178	FAL5	FALON & KENNEY						
	21045	03/09/15	01	FEB PROSECUTING SVCS	01-04-62-6233		1,080.00	
			02	FEB PROSECUTING SVCS	51-00-62-6230		120.00	
						INVOICE TOTAL:	1,200.00 *	
						CHECK TOTAL:	1,200.00	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132179	FED9451 2-980-28671	03/25/15	01	MAIL TO 3RD MILLENNIUM/JM	01-03-61-6101		24.74
			02	MAIL TO OFC PACANA/AP	01-02-61-6101		23.75
						INVOICE TOTAL:	48.49 *
						CHECK TOTAL:	48.49
132180	FEN5009 P1009	03/16/15	01	REPAIR TILDEN STORAGE YD FENCE	01-10-66-6601		2,800.00
						INVOICE TOTAL:	2,800.00 *
						CHECK TOTAL:	2,800.00
132181	FIR/PD 150319	03/19/15	01	LEAF BLOWER:INTNTL TOOL	22-00-66-6600		299.99
						INVOICE TOTAL:	299.99 *
	150323	03/23/15	01	IPAD KEYBOARD/CHIEF	01-09-66-6605		61.01
						INVOICE TOTAL:	61.01 *
	150327	03/27/15	01	DONUTS/HOMELAND SEC MTG	01-09-60-6020		38.93
						INVOICE TOTAL:	38.93 *
	150331	03/31/15	01	MABAS CONFERENCE	01-09-60-6020		250.00
						INVOICE TOTAL:	250.00 *
	830853	03/27/15	01	REPL PARTS FOR HEADSETS	01-09-62-6220		32.00
						INVOICE TOTAL:	32.00 *
						CHECK TOTAL:	681.93
132182	FIR245 13939	03/30/15	01	SPRING STATION CLOTHING	01-09-60-6021		1,834.15
						INVOICE TOTAL:	1,834.15 *
						CHECK TOTAL:	1,834.15

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132183	FIR4037 229713	03/13/15	01	2 NEW TIRES/#510	51-00-62-6220		179.54
						INVOICE TOTAL:	179.54 *
						CHECK TOTAL:	179.54
132184	FUL39 63604	03/19/15	01	BOLTS;SCREWS;WASHERS/SHOP	01-11-62-6220		89.01
						INVOICE TOTAL:	89.01 *
						CHECK TOTAL:	89.01
132185	GEN5228 082067	02/20/15	01	WILSON VICE;JAWS/SHOP	01-11-62-6220		63.99
						INVOICE TOTAL:	63.99 *
	082095	02/20/15	01	DRILL BITS/SPREADER	01-11-61-6100		19.64
						INVOICE TOTAL:	19.64 *
	082115	02/20/15	01	METAL FOR HINGES/#4 SPREADER	01-11-62-6220		17.15
						INVOICE TOTAL:	17.15 *
	082116	02/20/15	01	3/8 COIL CHAIN/#21	01-11-62-6220		39.90
						INVOICE TOTAL:	39.90 *
	082287	03/06/15	01	JOBBER DRILL/#14	01-11-62-6220		15.97
						INVOICE TOTAL:	15.97 *
						CHECK TOTAL:	156.65
132186	GMF8846 48138	12/29/14	01	CHAINSAW COVER REPAIRS	01-11-61-6100		193.50
						INVOICE TOTAL:	193.50 *
						CHECK TOTAL:	193.50

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132187	GRA1243	GRAYBAR ELECTRIC CO INC					
	977651508	03/05/15	01	BLK;RED;WHT WIRE/SLS	01-11-62-6223		341.64
						INVOICE TOTAL:	341.64 *
						CHECK TOTAL:	341.64
132188	HAN1562	HANSON MATERIAL SERVICE					
	5476040	03/14/15	01	3 LOADS STONE	50-00-62-6220		427.21
						INVOICE TOTAL:	427.21 *
						CHECK TOTAL:	427.21
132189	HAR8641	HARLEM PLUMBING SUPPLY					
	63733	03/27/15	01	2 TOILET FLUSH VALVE MECH//PD	01-10-62-6220		232.13
						INVOICE TOTAL:	232.13 *
	63734	03/27/15	01	TOILET GASKETS/PD	01-10-62-6220		13.47
						INVOICE TOTAL:	13.47 *
						CHECK TOTAL:	245.60
132190	HAV5501	HAVOLINE XPRESS LUBE					
	353667	03/09/15	01	OIL CHANGE/#524	01-07-62-6220		33.22
						INVOICE TOTAL:	33.22 *
	353708	03/09/15	01	OIL CHANGE/#513	01-07-62-6220		21.25
						INVOICE TOTAL:	21.25 *
	356195	03/16/15	01	OIL CHANGE/#519	01-07-62-6220		80.22
						INVOICE TOTAL:	80.22 *
						CHECK TOTAL:	134.69

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132191	HDS9103	HD SUPPLY WATERWORKS					
	641924	03/11/15	01	24X24 PVC FLEX W/SHEAR RING	50-00-62-6220		260.00
			02	CLAY X CR/PVC C RING	80-00-62-6220		340.00
						INVOICE TOTAL:	600.00 *
						CHECK TOTAL:	600.00
132192	HEA6132	HEARTLAND RECYCLING					
	10285	03/31/15	01	3 LOADS STREET SWEEPINGS	01-11-62-6263		1,254.09
						INVOICE TOTAL:	1,254.09 *
						CHECK TOTAL:	1,254.09
132193	HEU2315	HEUER & ASSOCIATES					
	15-027	03/13/15	01	PLAN REV@1101 S SPRING	01-00-35-3511		203.41
						INVOICE TOTAL:	203.41 *
	15-028	03/20/15	01	PLAN REV@428 S 9TH	01-00-35-3511		375.68
						INVOICE TOTAL:	375.68 *
	15-029	03/20/15	01	PLAN REV@1125 S SPRING	01-00-35-3511		145.98
						INVOICE TOTAL:	145.98 *
						CHECK TOTAL:	725.07
132194	HIG75	HIGH PSI LTD					
	46184	03/27/15	01	55 GAL DRUM DEGREASER/SHOP	01-11-62-6220		428.00
						INVOICE TOTAL:	428.00 *
						CHECK TOTAL:	428.00
132195	HOL8640	HOLLAND & KNIGHT LLP					

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132195	HOL8640	HOLLAND & KNIGHT LLP						
	3162040	03/16/15	01	FEB LGL:RETAINER	01-04-62-6239		6,993.27	
						INVOICE TOTAL:	6,993.27 *	
	3162043	03/16/15	01	FEB LGL:ZONING	01-04-62-6235		3,672.50	
						INVOICE TOTAL:	3,672.50 *	
	3162045	03/16/15	01	FEB LGL:SPECIAL COUNSEL	01-04-62-6235		97.78	
			02	FEB LGL:RETAINER	01-04-62-6239		2,006.73	
						INVOICE TOTAL:	2,104.51 *	
						CHECK TOTAL:	12,770.28	
132196	HOM1831	HOME DEPOT CREDIT SERVICES						
	0020307	03/25/15	01	DEWALT 18V BATTERIES/#74	50-00-61-6100		119.00	
						INVOICE TOTAL:	119.00 *	
	0020363	03/25/15	01	BATTERIES;CHARGER/#74	50-00-62-6220		77.78	
						INVOICE TOTAL:	77.78 *	
	3015137	03/12/15	01	25' TAPE MEASURE/#74	50-00-61-6100		9.97	
						INVOICE TOTAL:	9.97 *	
	4052191	02/09/15	01	4PC SCREWDRIVER SET;WRENCH/#74	50-00-61-6100		211.97	
						INVOICE TOTAL:	211.97 *	
	4053508	03/11/15	01	FLASHLIGHT/#66	50-00-61-6100		24.97	
						INVOICE TOTAL:	24.97 *	
	6014822	03/09/15	01	AA BATTERIES/#66	50-00-62-6220		7.98	
			02	LED FLASHLIHGT/MIKE B	50-00-62-6220		8.82	
						INVOICE TOTAL:	16.80 *	
	6053766	03/19/15	01	SANDED WOOD/CBD CLOCK	01-10-62-6222		58.11	
						INVOICE TOTAL:	58.11 *	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132196	HOM1831	HOME DEPOT CREDIT SERVICES						
		*** VOID---LEADER CHECK ***						
132197	HOM1831	HOME DEPOT CREDIT SERVICES						
	6562337	03/19/15	01	SAFETY RED PAINT;BRUSHES/#2	01-11-62-6220		35.90	
						INVOICE TOTAL:	35.90 *	
	9016448	03/26/15	01	SIGN POST PUNCH	01-11-61-6100		10.96	
						INVOICE TOTAL:	10.96 *	
						CHECK TOTAL:	565.46	
132198	HOR60	HORTON'S OF LA GRANGE						
	170260	03/09/15	01	9V BATTERIES/VH MEETING	01-10-62-6220		11.99	
						INVOICE TOTAL:	11.99 *	
	170447	03/25/15	01	1 DOZ 18W BULBS/VH	01-10-62-6220		77.88	
						INVOICE TOTAL:	77.88 *	
	170476	03/27/15	01	SAFE TAPE IN/OUT:B&G	01-10-62-6220		21.51	
						INVOICE TOTAL:	21.51 *	
	170501	03/30/15	01	DUCT TAPE/CBD	01-10-62-6222		12.78	
						INVOICE TOTAL:	12.78 *	
	170520	03/31/15	01	ANT BAIT;RAID/VH	01-10-62-6220		3.99	
						INVOICE TOTAL:	3.99 *	
	170542	04/01/15	01	BLEACH/TRAIN STATION	51-00-62-6225		9.56	
						INVOICE TOTAL:	9.56 *	
	170602	04/06/15	01	FLASHLIGHTS;FASTENERS	01-09-61-6100		15.07	
						INVOICE TOTAL:	15.07 *	
						CHECK TOTAL:	152.78	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132199	HUB1517	HUB INTERNATIONAL MIDWEST LTD						
	68081	04/03/15	01	APR BROKERAGE/CONSULT FEES	01-02-60-6010		43.27	
			02	APR BROKERAGE/CONSULT FEES	01-03-60-6010		125.73	
			03	APR BROKERAGE/CONSULT FEES	01-06-60-6010		117.97	
			04	APR BROKERAGE/CONSULT FEES	01-07-60-6010		852.99	
			05	APR BROKERAGE/CONSULT FEES	01-09-60-6010		530.68	
			06	APR BROKERAGE/CONSULT FEES	01-11-60-6010		180.84	
			07	APR BROKERAGE/CONSULT FEES	50-00-60-6010		326.18	
			08	APR BROKERAGE/CONSULT FEES	51-00-60-6010		55.11	
			09	APR BROKERAGE/CONSULT FEES	80-00-60-6010		31.43	
			10	APR BROKERAGE/CONSULT FEES	01-00-31-3105		735.80	
						INVOICE TOTAL:	3,000.00 *	
						CHECK TOTAL:	3,000.00	
132200	IFSAP	IL FIRE SVC ADMIN PROFESSIONAL						
	150331	03/31/15	01	MEMBERSHIP/KERRI SIRGEDAS	01-09-60-6020		45.00	
						INVOICE TOTAL:	45.00 *	
						CHECK TOTAL:	45.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
132201	ILP6	ILLINOIS PAPER & COPIER CO						
	IN156117	03/23/15	01	CYAN TONER FOR PRINTER	01-06-61-6100		102.26	
						INVOICE TOTAL:	102.26 *	
						CHECK TOTAL:	102.26	
132202	ILP7722	ILLINOIS PAYPHONE SYSTEMS, INC						
	6149	03/19/15	01	APRIL	01-07-62-6210		53.00	
						INVOICE TOTAL:	53.00 *	
						CHECK TOTAL:	53.00	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132203	ILSP	ILLINOIS STATE POLICE						
	150228	02/29/15	01	FINGERPRINTS/LINDER	01-07-61-6100		29.75	
			02	FINGERPRINTS/CRAYTON	01-02-61-6100		29.75	
						INVOICE TOTAL:	59.50 *	
						CHECK TOTAL:	59.50	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
132204	ILST	ILLINOIS STATE TREASURER						
	107986	04/01/15	01	IDOT LED TRAFFIC SIGNAL UPGRAD	01-11-62-6223		925.64	
						INVOICE TOTAL:	925.64 *	
						CHECK TOTAL:	925.64	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
132205	INF5350	INFINITY SIGNS & GRAPHICS						
	6695	03/21/15	01	NEIGHBORHOOD WATCH SIGNS	01-11-62-6264		226.25	
						INVOICE TOTAL:	226.25 *	
	6758	03/21/15	01	SEWER MAINTENANCE SIGN	80-00-62-6220		320.30	
						INVOICE TOTAL:	320.30 *	
	6779	03/25/15	01	2 ROAD CLOSED SIGNS	01-11-62-6264		174.17	
						INVOICE TOTAL:	174.17 *	
						CHECK TOTAL:	720.72	
132206	KAR5255	KARA CO INC						
	307899	03/05/15	01	GREEN FLAGGING TAPE/TREES	01-11-62-6259		4.20	
						INVOICE TOTAL:	4.20 *	
	308292	03/20/15	01	WARNING FLAGS/STR CLOSURE	01-11-62-6264		11.92	
						INVOICE TOTAL:	11.92 *	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132206	KAR5255 308312	03/23/15	01	WARNING FLAGS/SEWER REPAIR	80-00-62-6220		11.92
						INVOICE TOTAL:	11.92 *
					CHECK TOTAL:		28.04
132207	KEN9575 20950	12/22/14	01	YMCA SITE DEVELOPMENT	40-00-66-6644		949.11
						INVOICE TOTAL:	949.11 *
	21087	01/30/15	01	YMCA SITE DEVELOPMENT	40-00-66-6644		2,944.12
						INVOICE TOTAL:	2,944.12 *
					CHECK TOTAL:		3,893.23
132208	LAN2401 152433	03/13/15	01	2015 FORD F350 XL 4X2	60-00-66-6619		23,304.00
			02	2015 FORD F350 XL 4X2:DELIVERY	60-00-66-6619		196.00
						INVOICE TOTAL:	23,500.00 *
					CHECK TOTAL:		23,500.00
132209	LE0816 CI15027637	03/19/15	01	230 PLANT & TREE HYDRATORS	40-00-66-6685		3,494.99
						INVOICE TOTAL:	3,494.99 *
					CHECK TOTAL:		3,494.99
132210	LGL5546 18760	02/28/15	01	KEYS FOR PD;PUMP STN; VH	01-10-62-6220		70.91
						INVOICE TOTAL:	70.91 *
					CHECK TOTAL:		70.91

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132211	LGM687 71841	02/09/15	01	SNOW HAULING 2/1/15 STORM	01-11-62-6265		13,396.25
						INVOICE TOTAL:	13,396.25 *
	72162	03/25/15	01	MASON SAND;CEMENT BRICKS;ETC	80-00-62-6220		56.95
						INVOICE TOTAL:	56.95 *
					CHECK TOTAL:		13,453.20
132212	LGP10 15/04	04/07/15	01	APR LIBRARY SHARE RPLCMT TAX	01-00-20-2029		6,804.17
						INVOICE TOTAL:	6,804.17 *
					CHECK TOTAL:		6,804.17
132213	LGPC 150407	04/07/15	01	REIMB. PETTY CASH	01-02-61-6100		21.74
			02	REIMB. PETTY CASH	01-07-61-6102		243.88
			03	REIMB. PETTY CASH	01-07-62-6241		42.12
			04	REIMB. PETTY CASH	01-09-60-6020		71.39
			05	REIMB. PETTY CASH	01-09-61-6101		6.49
						INVOICE TOTAL:	385.62 *
					CHECK TOTAL:		385.62
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132214	MABDIV 15-LGRG FD	03/31/15	01	SYMPOSIUM REG FEE/MARTINAITIS	01-09-60-6020		20.00
						INVOICE TOTAL:	20.00 *
					CHECK TOTAL:		20.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132215	MAR1840	MARTIN IMPLEMENT SALES, INC						
	E05845	03/31/15	01	2015 NEW HOLLAND SKID STEER	60-00-66-6616		20,386.00	
			02	2015 NEW HOLLAND SKID STEER	60-00-66-6617		10,193.00	
			03	2015 NEW HOLLAND SKID STEER	60-00-66-6619		10,193.00	
				INVOICE TOTAL:			40,772.00 *	
				CHECK TOTAL:			40,772.00	
132216	MCC	VILLAGE OF MC COOK						
	38-15/03	04/01/15	01	MARCH WATER PURCHASE	50-00-62-6290		213,840.00	
				INVOICE TOTAL:			213,840.00 *	
				CHECK TOTAL:			213,840.00	
132217	MCM7690	MC MASTER-CARR SUPPLY CO						
	24799827	03/05/15	01	DISPOSABLE D BATTERIES/BARRICA	01-11-62-6220		170.17	
				INVOICE TOTAL:			170.17 *	
	26354814	03/25/15	01	METAL DRUM PUMP/OIL	01-11-61-6102		51.43	
				INVOICE TOTAL:			51.43 *	
				CHECK TOTAL:			221.60	
132218	MET9012	METAL SUPERMARKETS						
	316265	03/04/15	01	FLAT IRON/SKIDSTEER BROOM	01-11-62-6220		54.20	
				INVOICE TOTAL:			54.20 *	
	316314	03/09/15	01	STEEL PINS;BUSHINGS/BOBCAT	01-11-62-6220		41.19	
				INVOICE TOTAL:			41.19 *	
	316521	03/25/15	01	TUBE;METAL/#2 TARP	01-11-62-6220		104.69	
				INVOICE TOTAL:			104.69 *	
				CHECK TOTAL:			200.08	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132219	MGP701	MGP, INC						
	2508	03/31/15	01	MAR 2015 GIS CONSORTIUM	50-00-62-6230		2,416.40	
			02	MAR 2015 GIS CONSORTIUM	80-00-62-6230		1,035.60	
				INVOICE TOTAL:			3,452.00 *	
				CHECK TOTAL:			3,452.00	
132220	MID1	MIDWEST ORTHOPAEDICS						
	6458	03/16/15	01	RTW:P DONOVAN	01-07-60-6010		80.00	
			02	RTW:J MCREYNOLDS	01-09-60-6010		80.00	
			03	DOT:MILANOVIC	01-11-60-6010		40.00	
			04	RTW:MORELLI	01-11-60-6010		80.00	
			05	PRE-EMPL:S PAVER	01-11-60-6010		117.00	
				INVOICE TOTAL:			397.00 *	
	6605	03/31/15	01	RTW:FF CONRAD	01-09-60-6010		180.00	
				INVOICE TOTAL:			180.00 *	
				CHECK TOTAL:			577.00	
132221	MID1500	MID AMERICAN WATER, INC						
	111723	03/24/15	01	SADDLE;SPIG;BELL ADPT	50-00-62-6220		645.00	
				INVOICE TOTAL:			645.00 *	
				CHECK TOTAL:			645.00	
132222	MID1514	MIDWEST ARBORIST SUPPLIES						
	38606	03/23/15	01	TREE GROWTH REGULATOR	01-11-62-6259		926.25	
			02	SOIL DRENCH INSECTICIDE	01-11-62-6259		159.90	
				INVOICE TOTAL:			1,086.15 *	
	38654	03/27/15	01	300 BAGS SOIL ENHANCER	40-00-66-6685		6,036.00	
				INVOICE TOTAL:			6,036.00 *	
				CHECK TOTAL:			7,122.15	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132223	MIN500	MINER ELECTRONICS CORP						
	256656	03/17/15	01	#517 TRANSFER EQUIPMENT	60-00-66-6614		150.00	
						INVOICE TOTAL:	150.00 *	
						CHECK TOTAL:	150.00	
132224	MOH7340	MOHR OIL CO						
	201650	03/20/15	01	1362 GALS ETHANOL	01-00-17-1701		3,287.45	
						INVOICE TOTAL:	3,287.45 *	
	201651	03/20/15	01	800 GALS ULS DIESEL	01-00-17-1701		1,727.12	
						INVOICE TOTAL:	1,727.12 *	
	201936	03/06/15	01	1512 GALS UNLEADED GAS	01-00-17-1701		2,893.52	
						INVOICE TOTAL:	2,893.52 *	
						CHECK TOTAL:	7,908.09	
132225	MON2726	MONROE TRUCK EQUIPMENT						
	308271	03/04/15	01	BUZZER LIGHT;SWITCH LIMIT	01-11-62-6220		196.72	
						INVOICE TOTAL:	196.72 *	
						CHECK TOTAL:	196.72	
132226	MOR616	DONALD E MORRIS ARCHITECT, PC						
	15/03	03/31/15	01	MAR 2015 PLAN REVIEWS	01-00-35-3511		4,715.00	
						INVOICE TOTAL:	4,715.00 *	
						CHECK TOTAL:	4,715.00	
132227	MOT9841	MOTION INDUSTRIES, INC						
	510862	03/04/15	01	GEARS;BEARINGS/BOBCAT BROOM	01-11-62-6220		85.60	
						INVOICE TOTAL:	85.60 *	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132227	MOT9841	MOTION INDUSTRIES, INC						
	511363	03/12/15	01	BEARINGS;HOUSINGS/#64	50-00-62-6220		62.68	
						INVOICE TOTAL:	62.68 *	
	511557	03/16/15	01	HOUSING/#64	50-00-62-6220		23.35	
						INVOICE TOTAL:	23.35 *	
	512826	04/01/15	01	TRU FLEX V BELTS/FD	01-10-62-6220		13.89	
						INVOICE TOTAL:	13.89 *	
						CHECK TOTAL:	185.52	
132228	MUN7330	MUNICIPAL SYSTEMS, INC						
	10744	03/09/15	01	FEB	27-00-68-6899		650.00	
						INVOICE TOTAL:	650.00 *	
						CHECK TOTAL:	650.00	
132229	NAT582	NATIONAL SEED						
	550928SI	03/09/15	01	100 LBS GRASS SEED;ETC	01-11-62-6259		220.00	
						INVOICE TOTAL:	220.00 *	
						CHECK TOTAL:	220.00	
132230	NIC5407	NICOR GAS						
	150323	03/23/15	01	MAR GAS CHARGES:TRAIN STN	51-00-62-6225		672.57	
						INVOICE TOTAL:	672.57 *	
						CHECK TOTAL:	672.57	
132231	NOR1801	NORTHWESTERN UNIVERSITY						
	4869	03/19/15	01	SUPV PD PERSONNEL/WARDLAW	01-07-60-6020		900.00	
						INVOICE TOTAL:	900.00 *	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132231	NOR1801	NORTHWESTERN UNIVERSITY						
	4870	03/19/15	01	SUPV PD PERSONNEL/LJUBENKO	01-07-60-6020		900.00	
						INVOICE TOTAL:	900.00 *	
						CHECK TOTAL:	1,800.00	
132232	OFF9804	OFFICE DEPOT						
	760160474001	03/13/15	01	PAPER;PENS	01-09-61-6100		64.54	
						INVOICE TOTAL:	64.54 *	
	760160579001	03/13/15	01	PENS	01-09-61-6100		6.93	
						INVOICE TOTAL:	6.93 *	
	761732947001	03/23/15	01	MISC OFFICE SUPPLIES	01-09-61-6100		54.36	
						INVOICE TOTAL:	54.36 *	
						CHECK TOTAL:	125.83	
132233	OHE1070	RAY O'HERRON CO., INC						
	1515480	03/19/15	01	SOCKS;SHOES;FLASHLIGHT/BALON	01-07-60-6021		275.16	
						INVOICE TOTAL:	275.16 *	
	1515707	03/20/15	01	VEST CARRIER/BALON	01-07-60-6021		161.99	
						INVOICE TOTAL:	161.99 *	
	1516071	03/23/15	01	SGT SHEVRON/LJUBENKO	01-07-60-6021		4.99	
						INVOICE TOTAL:	4.99 *	
	1516073	03/23/15	01	SGT PATCHES;HAT;ETC/LJUBENKO	01-07-60-6021		247.85	
						INVOICE TOTAL:	247.85 *	
	1516074	03/23/15	01	HAT BAND/LJUBENKO	01-07-60-6021		9.95	
						INVOICE TOTAL:	9.95 *	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132233	OHE1070	RAY O'HERRON CO., INC						
	1516075	03/23/15	01	PANTS;BOOTS;LIGHT/WARDLAW	01-07-60-6021		339.43	
						INVOICE TOTAL:	339.43 *	
	1516077	03/23/15	01	BOOTS;BATON;SCABBARD/ANDRIES	01-07-60-6021		307.32	
						INVOICE TOTAL:	307.32 *	
						CHECK TOTAL:	1,346.69	
132234	PE4016	P & E POWERWASH						
	33932	03/09/15	01	WINDOW CLEANING/TRAIN STATION	51-00-62-6225		74.00	
						INVOICE TOTAL:	74.00 *	
	33933	03/09/15	01	WINDOW CLEANING/DEPOTS;INFO SI	01-10-62-6222		65.00	
						INVOICE TOTAL:	65.00 *	
	34008	03/24/15	01	WINDOW CLEANING/TRAIN STN	51-00-62-6225		74.00	
						INVOICE TOTAL:	74.00 *	
	34034	03/24/15	01	WINDOW CLEANING/TRAIN STN	51-00-62-6225		74.00	
						INVOICE TOTAL:	74.00 *	
	34035	03/24/15	01	WINDOW CLEANING/BUS DEPOTS	01-10-62-6222		40.00	
						INVOICE TOTAL:	40.00 *	
	34036	03/24/15	01	WINDOW CLEANING/PARKING DECK	51-00-62-6280		179.00	
						INVOICE TOTAL:	179.00 *	
						CHECK TOTAL:	506.00	
132235	PG8432	P & G KEENE ELECTRICAL REBLDRS						
	192616	03/20/15	01	ALTERNATOR/#26	01-11-62-6220		285.00	
						INVOICE TOTAL:	285.00 *	
						CHECK TOTAL:	285.00	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132236	POM1630	POMP'S TIRE SERVICE, INC					
	24769	03/16/15	01	FLAT REPAIR/#29	01-11-62-6220		25.00
						INVOICE TOTAL:	25.00 *
	470024528	03/04/15	01	FLAT REPAIR/TRACKLESS	01-11-62-6220		35.00
						INVOICE TOTAL:	35.00 *
						CHECK TOTAL:	60.00
132237	POW605	POWER EQUIPMENT LEASING CO					
	22437	03/19/15	01	VALVE/#7	01-11-62-6220		759.34
						INVOICE TOTAL:	759.34 *
						CHECK TOTAL:	759.34
132238	PRI9433	PRIORITY PRINT					
	20150413	03/16/15	01	14 PROPOSED MTC BDGT BOOKS	01-03-61-6101		498.75
						INVOICE TOTAL:	498.75 *
						CHECK TOTAL:	498.75
132239	PRO1309	PRO-CHEM INC					
	0568733	03/27/15	01	GLOVES;NITRIL;XL866/WATER	50-00-62-6220		121.93
			02	MOLY LUB:S/L	01-11-62-6223		77.45
			03	CHERRY FORCE/B&G	01-10-62-6220		150.90
						INVOICE TOTAL:	350.28 *
						CHECK TOTAL:	350.28
132240	RED1707	RED WING SHOE STORE					
	450000008393	03/18/15	01	SAFETY FOOTWEAR/FF BAUM	01-09-60-6021		135.99
						INVOICE TOTAL:	135.99 *

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132240	RED1707	RED WING SHOE STORE					
	450000008415	03/27/15	01	SAFETY FOOTWEAR/JAEGER	01-09-60-6021		123.24
						INVOICE TOTAL:	123.24 *
						CHECK TOTAL:	259.23
132241	RED309	RED WING SHOE STORE					
	1870000006676	03/22/15	01	SAFETY FOOTWEAR/MCREYNOLDS	01-09-60-6021		114.74
						INVOICE TOTAL:	114.74 *
						CHECK TOTAL:	114.74
132242	REL2252	RELIABLE MATERIALS					
	174190	03/13/15	01	1 LOAD ASPHALT WASTE	50-00-62-6220		110.00
						INVOICE TOTAL:	110.00 *
	174656	03/20/15	01	6 LOADS DIRT & CLAY	50-00-62-6220		612.00
						INVOICE TOTAL:	612.00 *
						CHECK TOTAL:	722.00
132243	RUS2208	RUSH TRUCK CENTERS					
	97240142	03/23/12	01	REP TRANS POWER FEED/#21	01-11-62-6220		984.48
						INVOICE TOTAL:	984.48 *
						CHECK TOTAL:	984.48
132244	RUS6510	RUSSO POWER EQUIPMENT					
	2327881	03/09/15	01	FRONT WHEELS/MOWERS	01-11-62-6220		29.98
						INVOICE TOTAL:	29.98 *
	2350860	03/25/15	01	2 PRS ANTIVIBRATION GLOVES	01-11-62-6259		37.98
						INVOICE TOTAL:	37.98 *

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132244	RUS6510	RUSSO POWER EQUIPMENT					
	2351085	03/25/15	01	1 1/2" HOSE	51-00-62-6280		349.95
						INVOICE TOTAL:	349.95 *
						CHECK TOTAL:	417.91
132245	RYA1727	D RYAN TREE & LANDSCAPE					
	2500	03/30/15	01	REMOVE 14 PARKWAY TREES #13	40-00-66-6685		3,130.00
			02	REMOVE 6 PARKWAY TREES #13	01-11-62-6259		2,419.00
						INVOICE TOTAL:	5,549.00 *
						CHECK TOTAL:	5,549.00
132246	RYD9217	RYDIN DECAL					
	303942	03/16/15	01	ADDITIONAL CBD DECALS	51-00-61-6101		906.03
						INVOICE TOTAL:	906.03 *
						CHECK TOTAL:	906.03
132247	SAF3820	SAFETY KLEEN					
	66276026	03/19/15	01	16 G PARTS WASHER SOLVENT	01-11-62-6220		242.23
						INVOICE TOTAL:	242.23 *
						CHECK TOTAL:	242.23
132248	SCO283	SCOUT ELECTRIC SUPPLY CO					
	157879	02/26/15	01	MISC TAPE	01-11-62-6223		136.65
			02	RETRO KIT;LAMPS;EXCONS	01-10-62-6220		242.07
						INVOICE TOTAL:	378.72 *
						CHECK TOTAL:	378.72

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132249	SHA3766	ADAM SHAMES					
	LGBA1	03/23/15	01	LGBA EDUCATION SEMINAR 3/18/15	01-06-62-6239		500.00
						INVOICE TOTAL:	500.00 *
						CHECK TOTAL:	500.00
132250	STA1902	STANDARD EQUIPMENT CO					
	738	03/19/15	01	WATER RING/#17	80-00-62-6220		380.22
						INVOICE TOTAL:	380.22 *
						CHECK TOTAL:	380.22
132251	STA8368	STAPLES ADVANTAGE					
	8033648656	03/14/15	01	MISC OFFICE SUPPLIES	01-02-61-6100		66.01
			02	MISC OFFICE SUPPLIES	01-03-61-6100		33.01
			03	MISC OFFICE SUPPLIES	01-06-61-6100		33.00
						INVOICE TOTAL:	132.02 *
	8033648658	03/14/15	01	COPY PAPER;SECURE A PEN	01-07-61-6100		216.12
						INVOICE TOTAL:	216.12 *
	8033734173	03/21/15	01	FLASH DRIVES/ELLIE	01-02-61-6100		20.99
						INVOICE TOTAL:	20.99 *
						CHECK TOTAL:	369.13
132252	SUB1950	SUBURBAN LABORATORIES					
	121058	03/16/15	01	15 COLIFORM;UCMRS TESTING	50-00-68-6899		2,172.50
						INVOICE TOTAL:	2,172.50 *
						CHECK TOTAL:	2,172.50
132253	SUP998	SUPERIOR ASPHALT MATERIALS, LLC					

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132253	SUP998 20150051	03/12/15	01	11.148 TONS UPM 3/8"	01-11-62-6262		1,410.22 1,410.22 *
						INVOICE TOTAL:	
						CHECK TOTAL:	1,410.22
132254	SWSMC 150323	03/23/15	01	MAY MEETING/CLERK JOHN BURNS	01-12-60-6020		25.00 25.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	25.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132255	THI4170 150331	03/31/15	01	16 PLUMBING INSPECTIONS	01-06-62-6229		568.00 568.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	568.00
132256	THO1302 15-0863	03/23/15	01	PLAN REV@22 CALENDAR&20 ASHLND	01-00-35-3511		300.00 300.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	300.00
132257	THO699 03231501	03/23/15	01	TEST FIRE ALARM/PARKING DECK	51-00-62-6280		300.00 300.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	300.00
132258	TRA2155			TRANSACTION WAREHOUSE, INC			

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
132258	TRA2155 2015-1117	04/01/15	01	MAR I-WEB TRANSACTION FEES	50-00-58-5899		98.00 98.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	98.00
132259	TRA31 82529	02/26/15	01	BURGLAR & NO PARKING SIGNS	01-11-62-6264		414.00 414.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	414.00
						INVOICE TOTAL:	763.20 *
						INVOICE TOTAL:	763.20 *
						INVOICE TOTAL:	74.00 *
						INVOICE TOTAL:	74.00 *
						INVOICE TOTAL:	343.50 *
						INVOICE TOTAL:	343.50 *
						INVOICE TOTAL:	538.50 *
						INVOICE TOTAL:	538.50 *
						CHECK TOTAL:	2,133.20
132260	USP 150406	04/06/15	01	PERMIT #34/ANNUAL FEE	01-12-68-6860		220.00 220.00 *
						INVOICE TOTAL:	
						CHECK TOTAL:	220.00
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***			
132261	VER2550 9741723823	03/04/15	01	FEB CELL SVC	01-07-62-6210		427.10 427.10 *
						INVOICE TOTAL:	

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INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132261	VER2550	VERIZON WIRELESS						
	9742063312	03/10/15	01	CONNECTION/#524	24-00-62-6220		167.35	
						INVOICE TOTAL:	167.35 *	
	9742200110	03/12/15	01	MAR MOBILE PHONE SVC	01-11-62-6210		182.59	
			02	MAR MOBILE PHONE SVC	50-00-62-6210		150.17	
			03	MAR MOBILE PHONE SVC	50-00-62-6210		47.53	
			04	MAR MOBILE PHONE SVC	80-00-62-6210		11.36	
			05	MAR MOBILE PHONE SVC	01-06-62-6210		0.94	
			06	MAR MOBILE PHONE SVC	01-03-62-6210		38.25	
			07	MAR MOBILE PHONE SVC	01-12-62-6230		59.59	
						INVOICE TOTAL:	490.43 *	
	9742503580	03/18/15	01	MAR CELL SVC/CHIEFS CAR	24-00-62-6210		38.01	
						INVOICE TOTAL:	38.01 *	
						CHECK TOTAL:	1,122.89	
132262	WAR40	AL WARREN OIL CO, INC						
	0901173	04/03/15	01	605 GALS ULS DIESEL	01-00-17-1701		1,215.15	
						INVOICE TOTAL:	1,215.15 *	
						CHECK TOTAL:	1,215.15	
132263	ZEE7814	ZEE MEDICAL INC						
	0100385039	01/20/15	01	EAR PLUGS	01-11-62-6220		52.30	
			02	EAR PLUGS	50-00-62-6220		52.30	
						INVOICE TOTAL:	104.60 *	
						CHECK TOTAL:	104.60	
132264	ZEP1323	ZEP MANUFACTURING CO						
	9001500236	03/02/15	01	CHERRY BOMB;ZEP PRESERVE/SHOP	01-11-62-6220		232.46	
						INVOICE TOTAL:	232.46 *	
						CHECK TOTAL:	232.46	

INVOICES DUE ON/BEFORE 04/13/2015

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
132265	ZICKUS	ADRIENNE ZICKUS						
	150328	03/28/15	01	10 YR EMPLOYEE SVC AWARD	01-19-68-6860		100.00	
						INVOICE TOTAL:	100.00 *	
						CHECK TOTAL:	100.00	
				*** THIS CHECK IS EITHER MISSING VENDOR NAME OR ADDRESS INFO.***				
132266	ZIE2001	ZIEBELL WATER SERVICE PROD.INC						
	228321	03/06/15	01	2-36" MANHOLE HOOKS	80-00-62-6220		91.00	
			02	HYDRA-EZE/#66	50-00-62-6220		28.00	
						INVOICE TOTAL:	119.00 *	
						CHECK TOTAL:	119.00	
						TOTAL AMOUNT PAID:	478,306.95	

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JOURNAL DATE: 04/09/15

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
01	01-00-17-1701	PREPAID DIESEL FUEL	MOH7340	201650	1362 GALS ETHANOL	3,287.45	
02	01-00-17-1701	PREPAID DIESEL FUEL	MOH7340	201651	800 GALS ULS DIESEL	1,727.12	
03	01-00-17-1701	PREPAID DIESEL FUEL	MOH7340	201936	1512 GALS UNLEADED GAS	2,893.52	
04	01-00-17-1701	PREPAID DIESEL FUEL	WAR40	0901173	605 GALS ULS DIESEL	1,215.15	
05	01-00-20-2029	DUE T/F LIBRARY	LGP10	15/04	APR LIBRARY SHARE RPLCMT T	6,804.17	
06	01-00-31-3105	P/R-HOSPITALIZATION-EMPLOYEE	HUB1517	68081	APR BROKERAGE/CONSULT FEES	735.80	
07	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-027	PLAN REV01101 S SPRING	203.41	
08	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-028	PLAN REV0428 S 9TH	375.68	
09	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	HEU2315	15-029	PLAN REV01125 S SPRING	145.98	
10	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	MOR616	15/03	MAR 2015 PLAN REVIEWS	4,715.00	
11	01-00-35-3511	PROFESSIONAL SVCS - REIMB.	THO1302	15-0863	PLAN REV022 CALENDAR20 ASHL	300.00	
12	01-00-51-5112	CONTRACTOR LICENSING FEES	DIV	150312	REFUND FEES:WRONG VILLAGE	250.00	
13	01-00-58-5866	AMBULANCE TRANSPORT FEES	AND3323	135116	MAR AMBULANCE FEES	1,569.92	
14	01-02-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	43.27	
15	01-02-61-6100	TOOLS & SUPPLIES	ILSP	150228	FINGERPRINTS/CRAYTON	29.75	
16	01-02-61-6100	TOOLS & SUPPLIES	LGPC	150407	REIMB. PETTY CASH	21.74	
17	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8033648656	MISC OFFICE SUPPLIES	66.01	
18	01-02-61-6100	TOOLS & SUPPLIES	STA8368	8033734173	FLASH DRIVES/ELLIE	20.99	
19	01-02-61-6101	PRINTING,POSTAGE, & STATIONE	FED9451	2-980-28671	MAIL TO OFC PACANA/AP	23.75	
20	01-02-62-6210	TELEPHONE FEES	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	506.62	
21	01-02-62-6210	TELEPHONE FEES	ATT	15/708245008703	MAR ALARM LINE Z450087/ADM	132.95	
22	01-02-62-6210	TELEPHONE FEES	ATT	15/708245027003	MAR ALARM LINE Z450270/CLK A	265.90	
23	01-02-62-6210	TELEPHONE FEES	ATT5017	15/03	MAR LONG DISTANCE CHARGES	9.66	
24	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4015583300	APR COPIER MAINTENANCE	93.24	
25	01-02-62-6220	MTCE-EQUIPMENT	CAN1500	4015583300	MAR COLOR COPY OVERAGE	225.48	
26	01-02-66-6600	NEW EQUIPMENT	AIS6428	3630	NEW PC/RP	862.98	
27	01-03-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	125.73	
28	01-03-61-6100	TOOLS & SUPPLIES	STA8368	8033648656	MISC OFFICE SUPPLIES	33.01	
29	01-03-61-6101	PRINTING,POSTAGE, & STATIONE	FED9451	2-980-28671	MAIL TO 3RD MILLENNIUM/JM	24.74	
30	01-03-61-6101	PRINTING,POSTAGE, & STATIONE	PRI9433	20150413	14 PROPOSED MTC BDDT BOOKS	498.75	
31	01-03-62-6210	TELEPHONE FEES	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	704.94	
32	01-03-62-6210	TELEPHONE FEES	ATT	15/708245008703	MAR ALARM LINE Z450087/FIN	132.94	
33	01-03-62-6210	TELEPHONE FEES	ATT5017	15/03	MAR LONG DISTANCE CHARGES	11.14	
34	01-03-62-6210	TELEPHONE FEES	VER2550	9742200110	MAR MOBILE PHONE SVC	38.25	
35	01-03-62-6220	MTCE-EQUIPMENT	CAN1500	4015583300	APR COPIER MAINTENANCE	46.62	
36	01-04-62-6233	LEGAL-PROSECUTOR	FAIS	21045	FEB PROSECUTING SVCS	1,080.00	
37	01-04-62-6235	LEGAL-SPECIAL	HOL8640	3162043	FEB LGL:ZONING	3,672.50	
38	01-04-62-6235	LEGAL-SPECIAL	HOL8640	3162045	FEB LGL:SPECIAL COUNSEL	97.78	

JOURNAL DATE: 04/09/15

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
39	01-04-62-6239	LEGAL-PT (CONSULTANT)	HOL8640	3162040	FEB LGL:RETAINER	6,993.27	
40	01-04-62-6239	LEGAL-PT (CONSULTANT)	HOL8640	3162045	FEB LGL:RETAINER	2,006.73	
41	01-06-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	117.97	
42	01-06-61-6100	TOOL & SUPPLIES	ILP6	IN156117	CYAN TONER FOR PRINTER	102.26	
43	01-06-61-6100	TOOL & SUPPLIES	STA8368	8033648656	MISC OFFICE SUPPLIES	33.00	
44	01-06-62-6210	TELEPHONE FEES	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	394.44	
45	01-06-62-6210	TELEPHONE FEES	ATT	15/708245027003	MAR ALARM LINE Z450270/COM D	265.89	
46	01-06-62-6210	TELEPHONE FEES	ATT5017	15/03	MAR LONG DISTANCE CHARGES	2.43	
47	01-06-62-6210	TELEPHONE FEES	VER2550	9742200110	MAR MOBILE PHONE SVC	0.94	
48	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4015583300	APR COPIER MAINTENANCE	46.61	
49	01-06-62-6220	MTCE-EQUIPMENT	CAN1500	4015583300	MAR COLOR COPY OVERAGE	9.40	
50	01-06-62-6229	CONTRACTUAL PLUMBING INSP	THI4170	150331	16 PLUMBING INSPECTIONS	568.00	
51	01-06-62-6230	PROFESSIONAL SERVICES	DOE1970	150318	CT REPORTING SVC:PC #222	2,335.00	
52	01-06-62-6239	ECONOMIC DEVELOPMENT	SHA3766	LGBA1	LGBA EDUCATION SEMINAR 3/18/	500.00	
53	01-07-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	852.99	
54	01-07-60-6010	INSURANCE-HOSPITALIZATION	MID1	6458	RTW:P DONOVAN	80.00	
55	01-07-60-6020	TRAINING & MEMBERSHIP	NOR1801	4869	SUPV PD PERSONNEL/WARDLAW	900.00	
56	01-07-60-6020	TRAINING & MEMBERSHIP	NOR1801	4870	SUPV PD PERSONNEL/LJUBENKO	900.00	
57	01-07-60-6021	UNIFORMS	OHE1070	1515480	SOCKS;SHOES;FLASHLIGHT/BALON	275.16	
58	01-07-60-6021	UNIFORMS	OHE1070	1515707	VEST CARRIER/BALON	161.99	
59	01-07-60-6021	UNIFORMS	OHE1070	1516071	SGT SHEVRON/LJUBENKO	4.99	
60	01-07-60-6021	UNIFORMS	OHE1070	1516073	SGT PATCHES;HAT;ETC/LJUBENKO	247.85	
61	01-07-60-6021	UNIFORMS	OHE1070	1516074	HAT BAND/LJUBENKO	9.95	
62	01-07-60-6021	UNIFORMS	OHE1070	1516075	PANTS;BOOTS;LIGHT/WARDLAW	339.43	
63	01-07-60-6021	UNIFORMS	OHE1070	1516077	BOOTS;BATON;SCABBARD/ANDRIES	307.32	
64	01-07-61-6100	TOOLS & SUPPLIES	AIS6428	3435	LOGITECH SPEAKER SYSTEM	9.99	
65	01-07-61-6100	TOOLS & SUPPLIES	ILSP	150228	FINGERPRINTS/LINDER	29.75	
66	01-07-61-6100	TOOLS & SUPPLIES	STA8368	8033648658	COPY PAPER;SECURE A PEN	216.12	
67	01-07-61-6102	GAS & OIL	LGPC	150407	REIMB. PETTY CASH	243.88	
68	01-07-62-6210	TELEPHONE FEES	ATT	15/708352193303	MAR MODEM LINE 352-1933/PD	76.63	
69	01-07-62-6210	TELEPHONE FEES	ATT	15/708352213103	MAR EMERGENCY LINE 352-2131/	288.06	
70	01-07-62-6210	TELEPHONE FEES	ATT	15/708579068704	APR 3 LINE SYS:579-0687	233.25	
71	01-07-62-6210	TELEPHONE FEES	ATT	15/708579108504	APR FAX LINE 579-1085	77.78	
72	01-07-62-6210	TELEPHONE FEES	ATT	15/708579139404	APR INVEST FAX LINE 579-1394	84.65	
73	01-07-62-6210	TELEPHONE FEES	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	635.76	
74	01-07-62-6210	TELEPHONE FEES	ATT5017	15/03	MAR LONG DISTANCE CHARGES	61.98	
75	01-07-62-6210	TELEPHONE FEES	ILP7722	6149	APRIL	53.00	
76	01-07-62-6210	TELEPHONE FEES	VER2550	9741723823	FEB CELL SVC	427.10	

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ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
77	01-07-62-6220	MTCE-EQUIPMENT	ADV9510	549672	FRONT END ALIGNMENT/#526	152.25	
78	01-07-62-6220	MTCE-EQUIPMENT	AIS6428	27773	VM WARE/PD SERVER	632.00	
79	01-07-62-6220	MTCE-EQUIPMENT	AM8623	31859	CREDIT/RETURNED BRAKE PADS		51.08
80	01-07-62-6220	MTCE-EQUIPMENT	AM8623	499615	PADS;HUBLESS ROTOR/#520	247.99	
81	01-07-62-6220	MTCE-EQUIPMENT	AM8623	499792	BRAKE PADS/#520	164.35	
82	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	353667	OIL CHANGE/#524	33.22	
83	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	353708	OIL CHANGE/#513	21.25	
84	01-07-62-6220	MTCE-EQUIPMENT	HAV5501	356195	OIL CHANGE/#519	80.22	
85	01-07-62-6241	PRISONER MEALS	LGPC	150407	REIMB. PETTY CASH	42.12	
86	01-07-66-6605	COMPUTER EQUIPMENT	AIS6428	51017	LAPTOP FOR ROLLCALL	924.99	
87	01-09-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	530.68	
88	01-09-60-6010	INSURANCE-HOSPITALIZATION	MID1	6458	RTW:J MCREYNOLDS	80.00	
89	01-09-60-6010	INSURANCE-HOSPITALIZATION	MID1	6605	RTW:FF CONRAD	180.00	
90	01-09-60-6020	TRAINING & MEMBERSHIP	FIR/FD	150327	DONUTS/HOMELAND SEC MTG	38.93	
91	01-09-60-6020	TRAINING & MEMBERSHIP	FIR/FD	150331	MABAS CONFERENCE	250.00	
92	01-09-60-6020	TRAINING & MEMBERSHIP	IFSAP	150331	MEMBERSHIP/KERRI SIRGEDAS	45.00	
93	01-09-60-6020	TRAINING & MEMBERSHIP	LGPC	150407	REIMB. PETTY CASH	71.39	
94	01-09-60-6020	TRAINING & MEMBERSHIP	MABDIV	15-LGRG FD	SYMPOSIUM REG FEE/MARTINAITI	20.00	
95	01-09-60-6021	UNIFORMS	FIR245	13939	SPRING STATION CLOTHING	1,834.15	
96	01-09-60-6021	UNIFORMS	RED1707	450000008393	SAFETY FOOTWEAR/FF BAUM	135.99	
97	01-09-60-6021	UNIFORMS	RED1707	450000008415	SAFETY FOOTWEAR/JAEGER	123.24	
98	01-09-60-6021	UNIFORMS	RED309	1870000006676	SAFETY FOOTWEAR/MCREYNOLDS	114.74	
99	01-09-61-6100	TOOLS & SUPPLIES	HOR60	170602	FLASHLIGHTS;FASTENERS	15.07	
100	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	760160474001	PAPER;PENS	64.54	
101	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	760160579001	PENS	6.93	
102	01-09-61-6100	TOOLS & SUPPLIES	OFF8804	761732947001	MISC OFFICE SUPPLIES	54.36	
103	01-09-61-6101	PRINTING, POSTAGE, & STATIONE	LGPC	150407	REIMB. PETTY CASH	6.49	
104	01-09-62-6210	TELEPHONE FEES	AME5749	U1158734PD	APR PAGE COPY SVC	88.44	
105	01-09-62-6210	TELEPHONE FEES	ATT	15/708352212103	MAR EMERGENCY LINE 352-2121/	186.57	
106	01-09-62-6210	TELEPHONE FEES	ATT	15/708354156603	MAR OFFICE LINE 354-1566	93.01	
107	01-09-62-6210	TELEPHONE FEES	ATT	15/708579230004	APR SHARE/CENTREX SYS;579-23	449.62	
108	01-09-62-6210	TELEPHONE FEES	ATT	15/708579974704	APR FAX/MODEM LINE 579-9747	153.39	
109	01-09-62-6210	TELEPHONE FEES	ATT5017	15/03	MAR LONG DISTANCE CHARGES	9.07	
110	01-09-62-6220	MTCE-EQUIPMENT	AM8623	500492	REPL LIGHT BAR/#1113	23.08	
111	01-09-62-6220	MTCE-EQUIPMENT	DMJ603	003179	OIL CHANGE/CO1101	47.49	
112	01-09-62-6220	MTCE-EQUIPMENT	FIR/FD	830853	REPL PARTS FOR HEADSETS	32.00	
113	01-09-66-6600	NEW EQUIPMENT	AIR360	101751	HOSE	1,560.00	
114	01-09-66-6600	NEW EQUIPMENT	AIR360	102330	PORTABLE MONITOR/CO1111	2,295.00	

JOURNAL DATE: 04/09/15

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
115	01-09-66-6600	NEW EQUIPMENT	AIR360	102475	HOSE;SHIPPING	536.00	
116	01-09-66-6605	COMPUTER EQUIPMENT	AIS6428	50453	MONITOR;OFFICE;ACROBAT;ETC	1,396.09	
117	01-09-66-6605	COMPUTER EQUIPMENT	FIR/FD	150323	IPAD KEYBOARD/CHIEF	61.01	
118	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	4305	AIR FRESHENER	137.60	
119	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	4322	LINERS;TP;PAPER TOWEL;SOAP;E	645.20	
120	01-10-61-6100	TOOLS & SUPPLIES	CAS7911	4787	SOAPS;PAPER TOWELS;TP;ETC	977.40	
121	01-10-62-6220	MTCE-EQUIPMENT	ATO3733	MA30204	VH HVAC MAINTENANCE AGREEMT	1,032.50	
122	01-10-62-6220	MTCE-EQUIPMENT	COL226	137570	ELEVATOR INSPECTION/VH	670.00	
123	01-10-62-6220	MTCE-EQUIPMENT	HAR8641	63733	2 TOILET FLUSH VALVE MECH//P	232.13	
124	01-10-62-6220	MTCE-EQUIPMENT	HAR8641	63734	TOILET GASKETS/PD	13.47	
125	01-10-62-6220	MTCE-EQUIPMENT	HOR60	170260	9V BATTERIES/VH MEETING	11.99	
126	01-10-62-6220	MTCE-EQUIPMENT	HOR60	170447	1 DOZ 18W BULBS/VH	77.88	
127	01-10-62-6220	MTCE-EQUIPMENT	HOR60	170476	SAFE TAPE IN/OUT:B&G	21.51	
128	01-10-62-6220	MTCE-EQUIPMENT	HOR60	170520	ANT BAIT;RAID/VH	3.99	
129	01-10-62-6220	MTCE-EQUIPMENT	LGL5546	18760	KEYS FOR PD;PUMP STN; VH	70.91	
130	01-10-62-6220	MTCE-EQUIPMENT	MOT9841	512826	TRU FLEX V BELTS/PD	13.89	
131	01-10-62-6220	MTCE-EQUIPMENT	PRO1309	0568733	CHERRY FORCE/B&G	150.90	
132	01-10-62-6220	MTCE-EQUIPMENT	SCO283	157879	RETRO KIT;LAMPS;EXCONS	242.07	
133	01-10-62-6221	MTCE-BUILDING	ALL897	13259	APR CUSTODIAL SERVICE:PD	1,475.26	
134	01-10-62-6221	MTCE-BUILDING	ALL897	13263	APR CUSTODIAL SERVICE:DPW	395.00	
135	01-10-62-6221	MTCE-BUILDING	ALL897	13264	APR CUSTODIAL SERVICE:VH	1,644.69	
136	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOM1831	6053766	SANDED WOOD/CBD CLOCK	58.11	
137	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	HOR60	170501	DUCT TAPE/CBD	12.78	
138	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	33933	WINDOW CLEANING/DEPOTS;INFO	65.00	
139	01-10-62-6222	MTCE-CENTRAL BUSINESS DISTRI	PE4016	34035	WINDOW CLEANING/BUS DEPOTS	40.00	
140	01-10-66-6601	IMPROVEMENTS	FEN5009	P1009	REPAIR TILDEN STORAGE YD FEN	2,800.00	
141	01-11-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	180.84	
142	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	6458	DOT:MILANOVIC	40.00	
143	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	6458	RTW:MORELLI	80.00	
144	01-11-60-6010	INSURANCE-HOSPITALIZATION	MID1	6458	PRE-EMPL:S PAVER	117.00	
145	01-11-60-6021	UNIFORMS	ARA2525	2078966339	3/20/15 UNIFORM SVCS	103.78	
146	01-11-60-6021	UNIFORMS	ARA2525	2078976313	3/27/15 UNIFORM SERVICES	57.68	
147	01-11-60-6021	UNIFORMS	ARA2525	2078986279	4/6/15 UNIFORM SVCS	57.68	
148	01-11-61-6100	TOOLS & SUPPLIES	DIG9423	11748	BLK & WHITE & COLOR COPIES	40.09	
149	01-11-61-6100	TOOLS & SUPPLIES	GEN5228	082095	DRILL BITS/SPREADER	19.64	
150	01-11-61-6100	TOOLS & SUPPLIES	GMF8846	48138	CHAINSAW COVER REPAIRS	193.50	
151	01-11-61-6100	TOOLS & SUPPLIES	HOM1831	9016448	SIGN POST PUNCH	10.96	
152	01-11-61-6102	GAS & OIL	MCM7690	26354814	METAL DRUM PUMP/OIL	51.43	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
153	01-11-62-6210	TELEPHONE FEES	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	156.02	
154	01-11-62-6210	TELEPHONE FEES	ATT	15/708245003703	MAR ALARM LINE 708-245-0037	132.95	
155	01-11-62-6210	TELEPHONE FEES	ATT5017	15/03	MAR LONG DISTANCE CHARGES	5.97	
156	01-11-62-6210	TELEPHONE FEES	VER2550	9742200110	MAR MOBILE PHONE SVC	182.59	
157	01-11-62-6211	ELECTRIC FEES	COM6111	15/03-S/L	MAR STREET LIGHTS	160.03	
158	01-11-62-6211	ELECTRIC FEES	CON1421	22970970	MAR STREET LIGHTS	86.74	
159	01-11-62-6211	ELECTRIC FEES	CON1421	22971003	MAR STREET LIGHTS	245.25	
160	01-11-62-6211	ELECTRIC FEES	CON1421	22971843	MAR STREET LIGHTS	34.03	
161	01-11-62-6211	ELECTRIC FEES	CON1421	22971852	MAR STREET LIGHTS	329.52	
162	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9037125827	GRINDER PADS/SHOP	10.60	
163	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9037125828	WELDER GAS:ARGON/SHOP	141.32	
164	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9037470441	FIBER DISCS/#24 SHOP	19.25	
165	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9037568231	FACE MASK;WELDING WIRE/SHOP	44.69	
166	01-11-62-6220	MTCE-EQUIPMENT	AIR8025	9925664337	ACETYLENE;AIR;ARGON;O2/SHOP	82.64	
167	01-11-62-6220	MTCE-EQUIPMENT	AM8623	488364	SPRAY GUN/SHOP	74.28	
168	01-11-62-6220	MTCE-EQUIPMENT	AM8623	488420	SLIDE TERMINALS/SHOP	23.00	
169	01-11-62-6220	MTCE-EQUIPMENT	AM8623	488431	VACUUM TUBING/SHOP	11.78	
170	01-11-62-6220	MTCE-EQUIPMENT	AM8623	488481	CONNECTORS;HOSE CLAMPS	8.44	
171	01-11-62-6220	MTCE-EQUIPMENT	AM8623	497047	SM BULB/MC35	13.98	
172	01-11-62-6220	MTCE-EQUIPMENT	AM8623	497058	FUSES/SKIDSTEER	5.08	
173	01-11-62-6220	MTCE-EQUIPMENT	AM8623	497377	BULBS/SPREADER LIGHTS	35.96	
174	01-11-62-6220	MTCE-EQUIPMENT	AM8623	497505	HYDR HOSE FITTINGS/SHOP	33.78	
175	01-11-62-6220	MTCE-EQUIPMENT	AM8623	497661	LAMP/BAR LIGHT #7	9.91	
176	01-11-62-6220	MTCE-EQUIPMENT	AM8623	498946	AIR FILTER/#11	19.29	
177	01-11-62-6220	MTCE-EQUIPMENT	AM8623	498954	BATTERY/#11	46.48	
178	01-11-62-6220	MTCE-EQUIPMENT	AM8623	499234	TARP STRAPS;PAINT/SHOP	22.03	
179	01-11-62-6220	MTCE-EQUIPMENT	AM8623	499469	AIR FILTER/PRESS WASHER	10.62	
180	01-11-62-6220	MTCE-EQUIPMENT	AM8623	499854	STEERING DAMPER/#7	39.96	
181	01-11-62-6220	MTCE-EQUIPMENT	AM8623	500140	BACKING PAD SET/GRINDER	5.40	
182	01-11-62-6220	MTCE-EQUIPMENT	AM8623	500206	BATTERY/#26	106.31	
183	01-11-62-6220	MTCE-EQUIPMENT	AM8623	500950	AIR FILTER/LARGE ROLLER	20.22	
184	01-11-62-6220	MTCE-EQUIPMENT	AM8623	500952	NON-DETER 30 QT/MOWERS	40.60	
185	01-11-62-6220	MTCE-EQUIPMENT	AM8623	502181	BRAKES;SHOCKS/#77	74.83	
186	01-11-62-6220	MTCE-EQUIPMENT	AMJ304	13489	TOW #21 FROM SHOP TO RUSH	302.73	
187	01-11-62-6220	MTCE-EQUIPMENT	ATL2728	2771	CHAIN SHIELD;BUSHING/S70	216.69	
188	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5806552C	UNUSED CREDIT		40.89
189	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5985182	HOSES FOR OIL DRAIN;ETC	308.07	
190	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5985986	HYDRAULIC HOSE/SKIDSTEER	77.07	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
191	01-11-62-6220	MTCE-EQUIPMENT	CAT6298	5989819	HOSES/#2;#7	151.05	
192	01-11-62-6220	MTCE-EQUIPMENT	COU11	102421	SAFETY INSPECTION/#7	35.00	
193	01-11-62-6220	MTCE-EQUIPMENT	DRI4323	34108	MADE PTO SHAFT/TRACKLESS	285.00	
194	01-11-62-6220	MTCE-EQUIPMENT	DRI4323	64098	U JOINT;WELD YOKE;TUBE/TRKLE	131.02	
195	01-11-62-6220	MTCE-EQUIPMENT	FUL39	63604	BOLTS;SCREWS;WASHERS/SHOP	89.01	
196	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	082067	WILSON VICE;JAWS/SHOP	63.99	
197	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	082115	METAL FOR HINGES/#4 SPREADER	17.15	
198	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	082116	3/8 COIL CHAIN/#21	39.90	
199	01-11-62-6220	MTCE-EQUIPMENT	GEN5228	082287	JOBBER DRILL/#14	15.97	
200	01-11-62-6220	MTCE-EQUIPMENT	HIG75	46184	55 GAL DRUM DEGREASER/SHOP	428.00	
201	01-11-62-6220	MTCE-EQUIPMENT	HOM1831	6562337	SAFETY RED PAINT;BRUSHES/#2	35.90	
202	01-11-62-6220	MTCE-EQUIPMENT	MCM7690	24799827	DISPOSABLE D BATTERIES/BARRI	170.17	
203	01-11-62-6220	MTCE-EQUIPMENT	MET9012	316265	FLAT IRON/SKIDSTEER BROOM	54.20	
204	01-11-62-6220	MTCE-EQUIPMENT	MET9012	316314	STEEL PINS;BUSHINGS/BOBCAT	41.19	
205	01-11-62-6220	MTCE-EQUIPMENT	MET9012	316521	TUBE;METAL/#2 TARP	104.69	
206	01-11-62-6220	MTCE-EQUIPMENT	MON2726	308271	BUZZER LIGHT;SWITCH LIMIT	196.72	
207	01-11-62-6220	MTCE-EQUIPMENT	MOT9841	510862	GEARS;BEARINGS/BOBCAT BROOM	85.60	
208	01-11-62-6220	MTCE-EQUIPMENT	PG8432	192616	ALTERNATOR/#26	285.00	
209	01-11-62-6220	MTCE-EQUIPMENT	POM1630	24769	FLAT REPAIR/#29	25.00	
210	01-11-62-6220	MTCE-EQUIPMENT	POM1630	470024528	FLAT REPAIR/TRACKLESS	35.00	
211	01-11-62-6220	MTCE-EQUIPMENT	POM605	22437	VALVE/#7	759.34	
212	01-11-62-6220	MTCE-EQUIPMENT	RUS2208	97240142	REP TRANS POWER FEED/#21	984.48	
213	01-11-62-6220	MTCE-EQUIPMENT	RUS6510	2327881	FRONT WHEELS/MOWERS	29.98	
214	01-11-62-6220	MTCE-EQUIPMENT	SAF3820	66276026	16 G PARTS WASHER SOLVENT	242.23	
215	01-11-62-6220	MTCE-EQUIPMENT	TRA31	82619	D CELL LED BARRICADES	538.50	
216	01-11-62-6220	MTCE-EQUIPMENT	ZEE7814	0100385039	EAR PLUGS	52.30	
217	01-11-62-6220	MTCE-EQUIPMENT	ZEP1323	9001500236	CHERRY BOMB;ZEP PRESERVE/SHO	232.46	
218	01-11-62-6223	MTCE-STREET LIGHTS	GRA1243	977651508	BLK;RED;WHT WIRE/SLS	341.64	
219	01-11-62-6223	MTCE-STREET LIGHTS	ILST	107986	IDOT LED TRAFFIC SIGNAL UPGR	925.64	
220	01-11-62-6223	MTCE-STREET LIGHTS	PRO1309	0568733	MOLY LUB:S/L	77.45	
221	01-11-62-6223	MTCE-STREET LIGHTS	SCO283	157879	MISC TAPE	136.65	
222	01-11-62-6259	TREE REMOVAL/MISC	BLO855	60548	64 CUBIC YDS CHOCOLATE MULCH	1,532.80	
223	01-11-62-6259	TREE REMOVAL/MISC	CLB635	302681	HERBICIDE & FERTILIZER	590.00	
224	01-11-62-6259	TREE REMOVAL/MISC	KAR5255	307899	GREEN FLAGGING TAPE/TREES	4.20	
225	01-11-62-6259	TREE REMOVAL/MISC	MID1514	38606	TREE GROWTH REGULATOR	926.25	
226	01-11-62-6259	TREE REMOVAL/MISC	MID1514	38606	SOIL DRENCH INSECTICIDE	159.90	
227	01-11-62-6259	TREE REMOVAL/MISC	NAT582	550928SI	100 LBS GRASS SEED;ETC	220.00	
228	01-11-62-6259	TREE REMOVAL/MISC	RUS6510	2350860	2 PRS ANTIVIBRATION GLOVES	37.98	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
GENERAL FUND							
229	01-11-62-6259	TREE REMOVAL/MISC	RYA1727	2500	REMOVE 6 PARKWAY TREES #13	2,419.00	
230	01-11-62-6262	STREET REPAIRS	SUP998	20150051	11.148 TONS UPM 3/8"	1,410.22	
231	01-11-62-6263	STREET CLEANING	HEA6132	10285	3 LOADS STREET SWEEPINGS	1,254.09	
232	01-11-62-6264	STREET SIGNS/MARKERS	INF5350	6695	NEIGHBORHOOD WATCH SIGNS	226.25	
233	01-11-62-6264	STREET SIGNS/MARKERS	INF5350	6779	2 ROAD CLOSED SIGNS	174.17	
234	01-11-62-6264	STREET SIGNS/MARKERS	KAR5255	308292	WARNING FLAGS/STR CLOSURE	11.92	
235	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	82529	BURGLAR & NO PARKING SIGNS	414.00	
236	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	82536	NO TURN;DUMPING;TRESPASSING	763.20	
237	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	82585	NO RIGHT TURN SIGNS	74.00	
238	01-11-62-6264	STREET SIGNS/MARKERS	TRA31	82618	5 BOXES TUFFNUTS/SIGNS	343.50	
239	01-11-62-6265	SNOW/ICE CONTROL	LGM687	71841	SNOW HAULING 2/1/15 STORM	13,396.25	
240	01-12-60-6020	TRAINING & MEMBERSHIP	SWSMC	150323	MAY MEETING/CLERK JOHN BURNS	25.00	
241	01-12-62-6230	PROFESSIONAL SERVICES	VER2550	9742200110	MAR MOBILE PHONE SVC	59.59	
242	01-12-68-6860	PUBLIC/EMPLOYEE RELATIONS	USP	150406	PERMIT #34/ANNUAL FEE	220.00	
243	01-19-62-6230	PROFESSIONAL SERVICES	AIS6428	3435	SONIC WALL/ATT BACKUP	1,700.00	
244	01-19-68-6860	PUBLIC/EMPLOYEE RELATIONS	ZICKUS	150328	10 YR EMPLOYEE SVC AWARD	100.00	
245	01-00-00-1010	CASH-FNBLG-CHECKING			ACCOUNTS PAYABLE OFFSET		113,149.75
FOREIGN FIRE INSURANCE TAX FUN							
246	22-00-66-6600	NEW EQUIPMENT	FIR/FD	150319	LEAF BLOWER:INTNTL TOOL	299.99	
247	22-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		299.99
ETSB FUND							
248	24-00-62-6210	TELEPHONE	ATT911	15/773R06237203	MAR E911 WIRELESS:773/RO6-23	102.36	
249	24-00-62-6210	TELEPHONE	VER2550	9742503580	MAR CELL SVC/CHIEFS CAR	38.01	
250	24-00-62-6220	MTCE-EQUIPMENT	VER2550	9742063312	CONNECTION/#524	167.35	
251	24-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		307.72
DRUG ENFORCEMENT FUND							
252	27-00-68-6899	MISCELLANEOUS EXPENDITURES	MUN7330	10744	FEB	650.00	
253	27-00-20-2001	DUE TO/FRM GENERAL FUND			ACCOUNTS PAYABLE OFFSET		650.00
CAPITAL PROJECTS FUND							
254	40-00-66-6611	SOUTH 47TH DRAINAGE AREA STU	BAX783	0179053	BRAINARD FLOODWALL DESIGN EN	13,565.90	

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CAPITAL PROJECTS FUND							
255	40-00-66-6644	NORTHEAST PLANNING AREA	KEN9575	20950	YMCA SITE DEVELOPMENT	949.11	
256	40-00-66-6644	NORTHEAST PLANNING AREA	KEN9575	21087	YMCA SITE DEVELOPMENT	2,944.12	
257	40-00-66-6685	EMERALD ASH BORER	LEO816	CI15027637	230 PLANT & TREE HYDRATORS	3,494.99	
258	40-00-66-6685	EMERALD ASH BORER	MID1514	38654	300 BAGS SOIL ENHANCER	6,036.00	
259	40-00-66-6685	EMERALD ASH BORER	RYA1727	2500	REMOVE 14 PARKWAY TREES #13	3,130.00	
260	40-00-66-6686	SEWER TELEVISION	BAX783	0179049	REVIEW 2014 SEWER TV-ING	1,864.75	
261	40-00-66-6686	SEWER TELEVISION	BAX783	0179050	2014 SEWER TV PROGRAM	279.12	
262	40-00-66-6698	NGHBRHD STREET PROJECT	BAX783	0179047	FY14-15 NEIGHBORHOOD STREETS	22,501.90	
263	40-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		54,765.89
WATER FUND							
264	50-00-58-5899	MISCELLANEOUS REVENUE - WATE	TRA2155	2015-1117	MAR I-WEB TRANSACTION FEES	98.00	
265	50-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	326.18	
266	50-00-60-6021	UNIFORMS	ARA2525	2078966339	3/20/15 UNIFORM SVCS	40.80	
267	50-00-60-6021	UNIFORMS	ARA2525	2078976313	3/27/15 UNIFORM SERVICES	40.80	
268	50-00-60-6021	UNIFORMS	ARA2525	2078986279	4/6/15 UNIFORM SVCS	40.80	
269	50-00-61-6100	TOOLS & SUPPLIES	AIS6428	3435	SURVEILLANCE HARD DRIVES	458.98	
270	50-00-61-6100	TOOLS & SUPPLIES	DIG9423	11748	BLK & WHITE & COLOR COPIES	36.50	
271	50-00-61-6100	TOOLS & SUPPLIES	HOM1831	0020307	DEWALT 18V BATTERIES/#74	119.00	
272	50-00-61-6100	TOOLS & SUPPLIES	HOM1831	3015137	25' TAPE MEASURE/#74	9.97	
273	50-00-61-6100	TOOLS & SUPPLIES	HOM1831	4052191	4PC SCREWDRIVER SET;WRENCH/#	211.97	
274	50-00-61-6100	TOOLS & SUPPLIES	HOM1831	4053508	FLASHLIGHT/#66	24.97	
275	50-00-62-6210	TELEPHONE	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	312.01	
276	50-00-62-6210	TELEPHONE	ATT	15/708214012403	MAR TELEMETRY LINE Z140124/W	96.60	
277	50-00-62-6210	TELEPHONE	ATT	15/708245520203	MAR ALARM LINE Z455202/WTR	531.79	
278	50-00-62-6210	TELEPHONE	ATT5017	15/03	MAR LONG DISTANCE CHARGES	11.95	
279	50-00-62-6210	TELEPHONE	VER2550	9742200110	MAR MOBILE PHONE SVC	150.17	
280	50-00-62-6210	TELEPHONE	VER2550	9742200110	MAR MOBILE PHONE SVC	47.53	
281	50-00-62-6211	ELECTRIC FEES	COM6111	15/03-W	MAR PUMPING	59.74	
282	50-00-62-6211	ELECTRIC FEES	CON1421	22971382	MAR PUMPING	2,841.61	
283	50-00-62-6220	MAINTENANCE - WATER	ALC8453	5690	6 PK RED PENS/PUMP STATION	201.18	
284	50-00-62-6220	MAINTENANCE - WATER	AM8623	498444	BLUE DEF/#64	23.18	
285	50-00-62-6220	MAINTENANCE - WATER	AM8623	502181	BRAKES;SHOCKS/#77	74.83	
286	50-00-62-6220	MAINTENANCE - WATER	HAN1562	5476040	3 LOADS STONE	427.21	
287	50-00-62-6220	MAINTENANCE - WATER	HDS9103	641924	24X24 PVC FLEX W/SHEAR RING	260.00	
288	50-00-62-6220	MAINTENANCE - WATER	HOM1831	0020363	BATTERIES;CHARGER/#74	77.78	
289	50-00-62-6220	MAINTENANCE - WATER	HOM1831	6014822	AA BATTERIES/#66	7.98	

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ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
WATER FUND							
290	50-00-62-6220	MAINTENANCE - WATER	HOM1831	6014822	LED FLASHLIHGT/MIKE B	8.82	
291	50-00-62-6220	MAINTENANCE - WATER	MID1500	111723	SADDLE;SPIG;BELL ADPT	645.00	
292	50-00-62-6220	MAINTENANCE - WATER	MOT9841	511363	BEARINGS;HOUSINGS/#64	62.68	
293	50-00-62-6220	MAINTENANCE - WATER	MOT9841	511557	HOUSING/#64	23.35	
294	50-00-62-6220	MAINTENANCE - WATER	PRO1309	0568733	GLOVES;NITRIL;XL866/WATER	121.93	
295	50-00-62-6220	MAINTENANCE - WATER	REL2252	174190	1 LOAD ASPHALT WASTE	110.00	
296	50-00-62-6220	MAINTENANCE - WATER	REL2252	174656	6 LOADS DIRT & CLAY	612.00	
297	50-00-62-6220	MAINTENANCE - WATER	ZEE7814	0100385039	EAR PLUGS	52.30	
298	50-00-62-6220	MAINTENANCE - WATER	ZIE2001	228321	HYDRA-EZE/#66	28.00	
299	50-00-62-6230	PROFESSIONAL SERVICES	AST524	26074	EMERGENCY LOCATES	1,243.75	
300	50-00-62-6230	PROFESSIONAL SERVICES	MGF701	2508	MAR 2015 GIS CONSORTIUM	2,416.40	
301	50-00-62-6290	WATER PURCHASES-MC COOK	MCC	38-15/03	MARCH WATER PURCHASE	213,840.00	
302	50-00-66-6691	MAINS	BAX783	0179046	EAST AVE PUMP STN CONSTRUCTI	3,258.54	
303	50-00-66-6691	MAINS	BAX783	0179337	SCADA SYSTEM	2,777.19	
304	50-00-68-6899	MISCELLANEOUSE EXPENSES	SUB1950	121058	15 COLIFORM;UCMRS TESTING	2,172.50	
305	50-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		233,903.99

PARKING FUND

306	51-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	55.11	
307	51-00-61-6101	PRINTING,POSTAGE, & STATIONE	CAR7341	3190	REFILLS	521.91	
308	51-00-61-6101	PRINTING,POSTAGE, & STATIONE	RYD9217	303942	ADDITIONAL CBD DECALS	906.03	
309	51-00-62-6210	TELEPHONE	AT	15/708579263104	APR GAR/ELEV LINE:579-2631	153.49	
310	51-00-62-6211	ELECTRIC FEES	COM6111	15/03-S/L	MAR PARKING LOT LIGHTS	59.19	
311	51-00-62-6211	ELECTRIC FEES	CON1421	22970970	MAR PARKING LOT LIGHTS	32.08	
312	51-00-62-6211	ELECTRIC FEES	CON1421	22971003	MAR PARKING LOT LIGHTS	90.71	
313	51-00-62-6211	ELECTRIC FEES	CON1421	22971843	MAR PARKING LOT LIGHTS	12.59	
314	51-00-62-6211	ELECTRIC FEES	CON1421	22971852	MAR PAKING LOT LIGHTS	121.88	
315	51-00-62-6220	MTCE-EQUIPMENT	FR4037	229713	2 NEW TIRES/#510	179.54	
316	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078966339	FLOOR MATS/TRAIN STN	11.00	
317	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078976313	FLOOR MATS/TRAIN STN	11.00	
318	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	ARA2525	2078986279	FLOOR MATS/TRAIN STN	11.00	
319	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	HOR60	170542	BLEACH/TRAIN STATION	9.56	
320	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	NIC5407	150323	MAR GAS CHARGES:TRAIN STN	672.57	
321	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	33932	WINDOW CLEANING/TRAIN STATIO	74.00	
322	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	34008	WINDOW CLEANING/TRAIN STN	74.00	
323	51-00-62-6225	MTCE. LA GRANGE RD DEPOT	PE4016	34034	WINDOW CLEANING/TRAIN STN	74.00	
324	51-00-62-6230	PROFESSIONAL SERVICES	FAL5	21045	FEB PROSECUTING SVCS	120.00	

JOURNAL DATE: 04/09/15

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
PARKING FUND							
325	51-00-62-6280	MTCE. PARKING GARAGE	ALL897	13258	APR CUSTODIAL SERVICE:DECK	325.00	
326	51-00-62-6280	MTCE. PARKING GARAGE	AM8623	498946	AIR FILTER/#11	19.29	
327	51-00-62-6280	MTCE. PARKING GARAGE	AM8623	498954	BATTERY/#11	46.47	
328	51-00-62-6280	MTCE. PARKING GARAGE	AM8623	502176	BATTERY;OIL FILTERS/DECK GEN	115.10	
329	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078966339	FLOOR MATS/PARKING DECK	5.50	
330	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078976313	FLOOR MATS/PARKING DECK	5.50	
331	51-00-62-6280	MTCE. PARKING GARAGE	ARA2525	2078986279	FLOOR MATS/PARKING DECK	5.50	
332	51-00-62-6280	MTCE. PARKING GARAGE	COM3002	0147099-15/04	APR MODEM/GARAGE	112.35	
333	51-00-62-6280	MTCE. PARKING GARAGE	PE4016	34036	WINDOW CLEANING/PARKING DECK	179.00	
334	51-00-62-6280	MTCE. PARKING GARAGE	RUS6510	2351085	1 1/2" HOSE	349.95	
335	51-00-62-6280	MTCE. PARKING GARAGE	TH0699	03231501	TEST FIRE ALARM/PARKING DECK	300.00	
336	51-00-66-6601	IMPROVEMENTS	BAX783	0179051	PARKING LOT 12 RESURFACE PRO	3,207.84	
337	51-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		7,861.16

EQUIPMENT REPLACEMENT FUND

338	60-00-66-6614	EQUIP REPLACEMT-POLICE	MIN500	256656	#517 TRANSFER EQUIPMENT	150.00	
339	60-00-66-6616	EQUIP REPLACEMT-PUBLIC WORKS	MAR1840	E05845	2015 NEW HOLLAND SKID STEER	20,386.00	
340	60-00-66-6617	EQUIP REPLACEMT-WATER	MAR1840	E05845	2015 NEW HOLLAND SKID STEER	10,193.00	
341	60-00-66-6619	EQUIP REPLACEMT-SEWER	LAN2401	152433	2015 FORD F350 XL 4X2	23,304.00	
342	60-00-66-6619	EQUIP REPLACEMT-SEWER	LAN2401	152433	2015 FORD F350 XL 4X2:DELIVE	196.00	
343	60-00-66-6619	EQUIP REPLACEMT-SEWER	MAR1840	E05845	2015 NEW HOLLAND SKID STEER	10,193.00	
344	60-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		64,422.00

FIREFIGHTERS' PENSION FUND

345	75-00-68-6899	MISCELLANEOUS EXPENSES	COL1710	6549	APR-JUN RETAINER	300.00	
346	75-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		300.00

SEWER FUND

347	80-00-60-6010	INSURANCE-HOSPITALIZATION	HUB1517	68081	APR BROKERAGE/CONSULT FEES	31.43	
348	80-00-60-6021	UNIFORMS	ARA2525	2078966339	3/20/15 UNIFORM SVCS	10.20	
349	80-00-60-6021	UNIFORMS	ARA2525	2078976313	3/27/15 UNIFORM SERVICES	10.20	
350	80-00-60-6021	UNIFORMS	ARA2525	2078986279	4/6/15 UNIFORM SVCS	10.20	
351	80-00-61-6100	TOOLS & SUPPLIES	DIG9423	11748	BLK & WHITE & COLOR COPIES	32.50	
352	80-00-62-6210	TELEPHONE	ATT	15/708579230004	APR SHARE/CENTREX SYS:579-23	156.01	
353	80-00-62-6210	TELEPHONE	ATT	15/708Z45003703	MAR ALARM LINE 708-Z45-0037	132.94	

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DATE: 04/09/15  
 TIME: 10:18:56  
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VILLAGE OF LA GRANGE  
 DISTRIBUTION JOURNAL # AP-04091501

PAGE: 11  
 F-YR: 15

JOURNAL DATE: 04/09/15

ACCOUNTING PERIOD: 12

ITEM	ACCOUNT #	ACCOUNT DESCRIPTION	VENDOR	INVOICE	TRANSACTION DESCRIPTION	DEBIT AMT	CREDIT AMT
SEWER FUND							
354	80-00-62-6210	TELEPHONE	ATT5017	15/03	MAR LONG DISTANCE CHARGES	5.97	
355	80-00-62-6210	TELEPHONE	VER2550	9742200110	MAR MOBILE PHONE SVC	11.36	
356	80-00-62-6220	MTCE-EQUIPMENT	AM8623	499359	AIR LINE/#17	9.65	
357	80-00-62-6220	MTCE-EQUIPMENT	HDS9103	641924	CLAY X CR/PVC C RING	340.00	
358	80-00-62-6220	MTCE-EQUIPMENT	INF5350	6758	SEWER MAINTENANCE SIGN	320.30	
359	80-00-62-6220	MTCE-EQUIPMENT	KAR5255	308312	WARNING FLAGS/SEWER REPAIR	11.92	
360	80-00-62-6220	MTCE-EQUIPMENT	LGM687	72162	MASON SAND;CEMENT BRICKS;ETC	56.95	
361	80-00-62-6220	MTCE-EQUIPMENT	STA1902	738	WATER RING/#17	380.22	
362	80-00-62-6220	MTCE-EQUIPMENT	ZIE2001	228321	2-36" MANHOLE HOOKS	91.00	
363	80-00-62-6230	PROFESSIONAL SERVICES	MGP701	2508	MAR 2015 GIS CONSORTIUM	1,035.60	
364	80-00-20-2001	DUE T/F GENERAL FUND			ACCOUNTS PAYABLE OFFSET		2,646.45
INTERFUND SUMMARY							
365	01-00-20-2022	DUE T/F FOREIGN FIRE INSURAN			ACCTS PAYABLE INTERFUND OFFS	299.99	
366	01-00-20-2024	DUE T/F ETSB			ACCTS PAYABLE INTERFUND OFFS	307.72	
367	01-00-20-2027	DUE TO/FRM ASSET FORFEITURE			ACCTS PAYABLE INTERFUND OFFS	650.00	
368	01-00-20-2040	DUE T/F CAPITAL PROJECTS			ACCTS PAYABLE INTERFUND OFFS	54,765.89	
369	01-00-20-2050	DUE T/F WATER			ACCTS PAYABLE INTERFUND OFFS	233,903.99	
370	01-00-20-2051	DUE T/F PARKING METER			ACCTS PAYABLE INTERFUND OFFS	7,861.16	
371	01-00-20-2060	DUE T/F EQUIPMENT REPLACEMEN			ACCTS PAYABLE INTERFUND OFFS	64,422.00	
372	01-00-20-2075	DUE T/F FIREFIGHTERS' PENSIO			ACCTS PAYABLE INTERFUND OFFS	300.00	
373	01-00-20-2080	DUE T/F SEWER			ACCTS PAYABLE INTERFUND OFFS	2,646.45	
374	01-00-00-1010	CASH-FNBLG-CHECKING			ACCTS PAYABLE INTERFUND OFFS		365,157.20
TOTALS:						843,556.12	843,556.12

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## MINUTES

### VILLAGE OF LA GRANGE SPECIAL MEETING OF THE VILLAGE BOARD OF TRUSTEES

53 South La Grange Road  
Lower Level Conference Room  
La Grange, IL 60525

Saturday, March 14, 2015 – 8:00 a.m.

#### I. CALL TO ORDER AND ROLL CALL

A Special Meeting of the Board of Trustees of the Village of La Grange was held on Saturday, March 14, 2015, and called to order at 8:00 a.m. in the lower level conference room. On roll call, as read by Village Clerk John Burns, the following were present:

PRESENT: Trustees Langan, Kuchler, Nowak, and Palermo with President Livingston presiding.

ABSENT: Trustee Holder and McCarty

OTHERS: Robert Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager  
Lou Cipparrone, Finance Director  
Don Gay, Fire Chief  
Renee Strasser, Acting Police Chief  
Ryan Gillingham, Director of Public Works  
Patrick Benjamin, Community Development Director  
Joe Munizza, Assistant Finance Director  
Angela Mesaros, Assistant Director of Community Development  
Mike Bojovic, Assistant Director of Public Works

#### II. BUDGET WORKSHOP OVERVIEW

President Livingston opened the meeting by thanking the Board of Trustees and members of the management team for their considerable front-end efforts in the development of a Village budget for next year. He noted that it is now up to the voters to weigh in on critical infrastructure needs and operational priorities, and that the Village is on schedule for budget adoption at its regular meeting on April 13.

President Livingston commented that state government is also a factor in budget development and he provided a brief summary of recent remarks made by Governor Rauner.

Village Manager Pilipiszyn remarked that members of the Village's management team can make operations work under either budget scenario ("referendum" budget or "maintenance" budget). The Village is entering its sixth year of cost containment, and cost containment is programmed for another four years. Ninety percent of the "referendum" budget revenues are for capital improvements. While the remaining 10% of "referendum" revenues is for operations, that increment is intended to enhance operations, not to support existing service levels. Village management does not believe that there are sufficient resources to sustain the restoration of cost containment vacancies. Consequently, Department Heads have again submitted status quo budgets by working within existing budgeted amounts for line items, extending the useful life of vehicles and equipment, and continuing to look at staff efficiencies as vacancies and other opportunities arise.

The Village Board paid special recognition to Finance Director Cipparrone and Assistant Finance Director Munizza for their individual efforts in producing two budget documents for voters to consider as part of the referendum.

### III. REVIEW OF GENERAL FUND REVENUES

Finance Director Cipparrone described the differences between the two budget documents and then proceeded to report in detail on each General Fund revenue line-item.

At this point of the meeting, Department Heads were invited to present their respective departmental budgets to the Village Board for review and comment. Each Department Head was asked to describe budget variations, if any, and to provide a report on progress being made to achieve strategic goals and priorities within their respective areas of responsibility.

### IV. REVIEW OF GENERAL FUND AND OTHER FUND BUDGETS

#### 1. Administration, Legal, President & Board and General Ledger

It was the consensus of the Village Board to concur with staff's budget recommendations.

Trustee Nowak commented on the Village's unique and best practices approach towards containing legal costs through the use of retainers and fixed fees.

#### 2. Finance

Finance Director Cipparrone reported that in follow-up to the Village Board meeting from March 9, Sikich has agreed to revise its escalator provisions for

auditing services in an amount equal to or less than the average annual increase in the property tax cap of 2.5%.

It was the consensus of the Village Board to concur with staff's budget recommendations.

3. Community Development

It was the consensus of the Village Board to 1) concur with staff's budget recommendations, and 2) to continue to rely on staff's best judgment as it relates to departmental staffing in order to balance interests of timely and effective customer service and an increase in departmental workload and operational costs.

4. Police Department, Asset Forfeiture Fund, Auxiliary Police Fund, ETSB Fund

Acting Police Chief Strasser provided the Village Board with a status update on departmental efforts to enhance communications and policing efforts in Patrol Zone 3. Trustee Kuchler encouraged continued efforts for increased physical presence within that patrol zone.

Acting Chief Strasser also reported a trend among several local schools to replace DARE with anti-bullying classes, and provided the Village Board with a status update on the consolidated dispatch initiative.

Village Manager Pilipiszyn requested and received concurrence from the Village Board as to the recommended amendments to the restructuring plan for the Police Department and maintenance of the Village's pay plan as it related to the salary schedule for Police Sergeants.

It was the consensus of the Village Board to concur with staff's budget recommendations.

5. Fire Department and Foreign Fire Insurance Tax Fund

It was the consensus of the Village Board to concur with staff's budget recommendations.

6. Building and Grounds and Public Works

It was the consensus of the Village Board to concur with staff's budget recommendations.

7. Equipment Replacement Fund and Pension Funds

President Livingston remarked that the Village will continue to look at pensions and reserves. It was the consensus of the Village Board to concur with staff's budget recommendations.

V. ADJOURNMENT

Trustee Kuchler inquired about design options and Trustee input on the Brainard Avenue flood wall, and Director of Public Works Gillingham responded.

Trustee Kuchler expressed concerns that should the 50<sup>th</sup> Street Storm Sewer project move forward the Village will be limited in identifying revenue sources for other projects, and therefore encouraged continued diligence on grant acquisition. President Livingston indicated that he has made known the Village's infrastructure needs to state and federal legislators. However, the state cannot support a capital bill at this time and the federal situation is not much better with a 3-5 year window before funding may become available.

President Livingston noted the unusually large and challenging work load of the Board of Trustees during the course of this past year, and thanked them for their efforts to serve the citizens of La Grange.

Reflecting on his experience as a Village Trustee as he approaches the end of his term, Trustee Nowak thanked President Livingston and his colleagues on the Board of Trustees for their service and expressed his personal satisfaction in serving on the Village Board. He also expressed his appreciation to Village staff for their commitment to serving the residents of La Grange.

The special meeting of the Village Board of Trustees was adjourned at 10:15 a.m.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

Approved Date:

## MINUTES

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING  
Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

Monday, March 23, 2015 - 7:30 p.m.

### 1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by President Livingston. On roll call, as read by Village Clerk John Burns, the following were present:

PRESENT: Trustees Nowak, McCarty, Langan, Kuchler, Holder and Palermo, with President Livingston presiding.

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Village Attorney Mark Burkland  
Finance Director Lou Cipparrone  
Assistant Community Development Director Angela Mesaros  
Public Works Director Ryan Gillingham  
Fire Chief Don Gay  
Acting Police Chief Renee Strasser

### 2. PRESIDENT'S REPORT

President Livingston requested Village Clerk John Burns lead the audience in reciting the pledge of allegiance.

Addressing a standing room only audience, President Livingston provided historical background on the controversial decision made 136 years ago to incorporate the Village of La Grange. Identifying local government's uniqueness being that elected residents sit among their peers to inform themselves on best methods to operate their municipality, President Livingston reminded residents how a small percentage of their tax bill is utilized to conduct Village wide services and operations. President Livingston noted the Village as recipient of the "Distinguished Budget Presentation Award" and explained the significance of this prestigious award. President Livingston noted the partnership between residents, staff, and elected officials to address challenges and working together to resolve them.

President Livingston requested Village Manager Pilipiszyn to provide any announcements. Mr. Pilipiszyn provided information on upcoming road closures in order to provide for sewer televising. Noting the Village will have an amnesty day for Spring clean-up, Mr. Pilipiszyn referenced details being provided on the Village's website.

President Livingston announced that vacancies on various Boards and Commissions for volunteers to serve would be posted on the Village's website. Indicating a public hearing and budget adoption to be held on April 13, 2015, President Livingston advised that no vote would be included on the proposed housing for the Beds program as it would likely be placed for consideration on the April 27, 2015 agenda. Providing positive data on retail sales tax receipts, President Livingston advised residents of the upcoming referendum question and encouraged everyone to vote.

#### A. BEDS Plus – Permanent Supportive Housing Proposal

President Livingston explained that representatives from Beds Plus would make their presentation for the proposed permanent housing facility, followed by Trustee engagement and then the floor will be opened to public comments. Advising that comments in favor and opposed to the facility would be alternated at three minute intervals, President Livingston added that one hour would be allocated. President Livingston introduced Ms. Tina Rounds, Executive Director of Beds Plus to address the audience.

At 7:45 p.m. Ms. Rounds expressed thanks to the Village Board and staff for considerable time in discussion of the proposed permanent facility at 9601 Ogden Avenue. Ms. Rounds detailed information on the Beds Plus program and services offered by the organization. Adding that the Plan Commission had recently approved the proposed permanent facility, Ms. Rounds introduced Rashmi Ramaswamy architect for the project who described the design of the proposed structure, parking and amenities.

Additional information in consideration of the proposed facility was provided by Dr. Geraldine Palmer, CEO for South Suburban PADS who stated the way to end homelessness is to provide housing. Ms. Rounds also identified Steve Friedland, Attorney, Larry Pusateri, Financial Partner Lightengale Group, as well as area agencies who noted their support of the Beds programs and availability to answer any questions.

Individuals who have received assistance through the Beds Plus programs and services also addressed the Board of Trustees with their positive experiences provided through this organization. Ms. Rounds explained that Beds Plus is in good standing as a non-for-profit organization adding that private and public funding would support the proposed facility.

At 8:25 p.m. President Livingston noted past challenges and work to be done as trends throughout the Village ebb and flow and require mutual attention.

Acknowledging the partnership with the community, President Livingston noted the Board approaches these challenges with discipline, results and humility. Providing a brief list of email comments received to date, President Livingston opened the floor for Village Board Discussion.

Trustee McCarty had numerous questions including overall building and site design; review of local codes; and study of property value to which architect Rashmi Ramaswamy responded.

Trustee Kuchler inquired why Countryside did not support the facility in their municipality and was informed due to litigation and foreclosure issues the location was withdrawn for consideration.

Trustee McCarty inquired about the zoning analysis for special use and variations and Ms. Ramaswamy responded. Trustee McCarty referenced that a planned development is committed to give back to the community and was informed that underground electric wiring will be considered.

Trustee Kuchler inquired if there would be a "green" roof for the structure and Ms. Rounds responded affirmatively.

Trustee Palermo inquired if the location would support a rain garden and was provided information that it would.

Trustee Nowak asked what determined the need for a twenty unit facility. Ms. Rounds provided the client services data which determined the amount of units. Trustee Nowak inquired about property values and Ms. Rounds provided supportive information.

Trustee Holder noted a fear that needed services would exceed the facilities ability to support. Ms. Rounds indicated that the facility evaluates clients and will focus on those who need continued support.

Trustee Langan inquired about funding for the proposed facility. Ms. Rounds noted that four primary sources of funding would be utilized including loans from the State; Cook County; Federal grants; and the private sector. Trustee Langan inquired about the required time for processing loans and was informed approximately nine months.

Trustee Palermo inquired about resources of clients and funding for operational costs. Mr. Pusateri responded with the projected operating cost and information on private and public funding options.

Trustee Kuchler expressed concerns about setting precedence with available parking. Trustee Kuchler added his concerns referencing homeless individuals at the public library. Ms. Rounds indicated that Beds Plus has open communication with the library to identify any issues.

Trustee Kuchler expressed thanks to residents who have provided their opinions as it assists in the decision making process.

President Livingston inquired about the screening process and Ms. Rounds responded that there is a standard intake process and most cases are handled through referral sources from other agencies.

At 9:45 p.m. President Livingston noted there would be a short break. At 9:50 p.m. President Livingston opened the meeting for public comments indicating that Clerk Burns would identify when three minutes were utilized.

1. The Reverend Eric Thompson, Priest of Emanuel Episcopal Church noted his favor of the proposed Beds permanent facility and strongly hopes the Board will consider its approval.
2. Dorothy Mc Kinross is opposed to the facility noting her concerns with traffic congestion, impact on the residential community, loitering, and potential loss of revenue.
3. Susan Valentine a member of the Emanuel Episcopal Church and attorney feels a denial of the facility may be legally challenged.
4. Camille Hall as a resident is opposed. Ms. Hall asked the Board to consider the impact to her neighborhood.
5. As a former Beds Plus recipient Janet does not feel the program was helpful.
6. Although she is not homeless, Lois Klingeman indicated she walks throughout the community and does not believe the homeless population shows any aggression or threats to the public.
7. April Hill indicated that no one advised her of the proposed permanent facility in her neighborhood and is not in favor of it.
8. Devon Quinn has always felt safe in the community and is supportive of the housing facility.
9. Kim Mosley is opposed to the facility and feels the process is being driven forward without residents east of Ogden Avenue having proper representation.
10. Dr. Jennifer Swoyer of La Grange Memorial Hospital feels the need for this facility and continues to support its efforts in conjunction with the Community Nurse Organization.

11. Josh McGee, 133 S. Spring is opposed to the facility and does not believe it meets the daily needs of nearby residents. Mr. McGee does not feel there is sufficient financial data and no special use should be established.
12. Dr. Isabel Martinez as a member of the Emmanuel Episcopal Church and Beds Board member has in her profession seen the benefits of the Beds Plus program.
13. Kara Sandt who resides on Seventh Avenue is opposed to the facility and expressed concerns with safety and security. Ms. Sandt feels that removing the property from the tax rolls is not fiscally sound.
14. Kristine who resides in the vicinity of Beds Plus noted it as a highly professional organization and believes the homeless are more likely to be victims of crime than perpetrators of crime.
15. Shirley Taylor, 34 East Avenue is opposed of the project. Ms. Taylor noted the last commercial effort for this location was not approved due to environmental issues and feels more research is needed.
16. Ralph Marerra recognizes the issues of the homeless population but noted that public housing is difficult to understand.
17. Elizabeth Muldoon feels the application fails to meet the standard special use requirements and expressed concerns for residential security and added cost in taxing Village resources.
18. Vivian indicated she has not had any problems with the homeless.
19. Liz Van Tassel expressed her opposition to the facility and feels it would have an adverse effect on the community. Ms. Van Tassel believes this to be a zoning issue that does not meet code qualifications.
20. Howard Hammond has been involved with the Beds program for several years and feels the need for this facility.
21. Joan Smothers feels this may alter real estate sales in La Grange and is opposed to the facility.

At 10:55 p.m. President Livingston opened the discussion for the Board of Trustees.

Trustee Holder inquired about the amount of taxes the Village receives on the property and was advised approximately \$3,000 annually.

Trustee McCarty referenced the Homeless Bill of Rights. Ms. Rounds indicated it is not a crime to be on the streets and homeless individuals should not be discriminated against.

Trustee Kuchler would like to get an overview of the zoning. Attorney Burkland indicated the application mechanism for modification in the institutional business district would require a special use permit.

Trustee Holder inquired if KLOA conducted the traffic study and was informed affirmatively.

Trustee Nowak inquired about data for police calls related to homeless. Acting Police Chief Strasser responded that calls are few and have not been related to individual participating in the Beds Plus programs but rather a La Grange resident.

Trustee Palermo would like more information on the location of area group homes and academic studies regarding housing values.

Trustee Nowak inquired if this site has been considered by other commercial entities. Assistant Community Development Director Angela Mesaros responded that previously there was a developer interested in the area as a strip mall, however it never materialized, since then the Village has not seen any commercial interest.

Trustee McCarty feels a professional appraisal is imperative.

Trustee Palermo noted the desolation of the area and referenced safety for clients in the facility. Ms. Rounds indicated that social workers would assist with daily life management and activities.

Trustee Langan inquired if an environmental remediation analysis was completed and Ms. Rounds responded affirmatively. Trustee Langan would like additional information on the number of clients served and identification of their problems and diagnosis.

Trustee Holder inquired if the environmental remediation included the entire site and Attorney Steve Friedland noted only private property.

There being no further Trustee discussion, President Livingston thanked Ms. Rounds for providing information and responding to questions. President Livingston added that this item would continue to be reviewed and is anticipated to be on the April 27 Village Board agenda.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

None

4. OMNIBUS AGENDA AND VOTE

- A. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, March 9, 2015

B. Consolidated Voucher 150323 – (\$744,361.94)

It was moved by Trustee Langan to approve item A and B of the Omnibus Agenda, seconded by Trustee McCarty

Approved by roll call vote.

Ayes: Trustees Holder, Kuchler, McCarty, Nowak, Palermo and Langan

Nays: None

Absent: None

5. CURRENT BUSINESS

None

6. MANAGER'S REPORT

None

8. EXECUTIVE SESSION

None

9. TRUSTEE COMMENTS

Trustee Holder expressed his thanks to the audience adding that it is evident that everyone cares about La Grange.

10. ADJOURNMENT

At 11.18 p.m. Trustee Langan moved to adjourn, seconded by Trustee Holder. Approved by voice vote.

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

Approved Date:

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Director  
Angela Mesaros, Assistant Community Development Director

DATE: April 13, 2015

RE: **ORDINANCE - VARIATION - MAXIMUM BUILDING COVERAGE/ Kelly & Paul Rogan, 737 S. Madison Avenue.**

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Kelly & Paul Rogan, owners of the property at 737 S. Madison Avenue, have applied for a variation from maximum building coverage requirements to construct a three-season room addition. The subject property is located on an interior lot in the R-4 Single Family Residential District. The property in question is 50 ft. wide by 161.36 ft. deep, which is slightly larger than typical of lots in the R-4 district, which measure 125 feet to 135 feet deep. However, this lot size is typical of single lots between Madison Avenue and La Grange Road, 47<sup>th</sup> to 53<sup>rd</sup> Street.

Maximum allowable building coverage in the R-4 district is 30%. The applicants seek a variation of 4.6% from Paragraph 3-110E1 (Maximum Building Coverage) of the La Grange Zoning Code in order to construct the proposed addition. Paragraph 14-303E1(c) (Authorized Variations) allows the increase of the maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

On February 19, 2015, the Zoning Board of Appeals held a public hearing on this matter (see Findings of Fact). At the hearing, the applicant presented the application. They propose to construct a one-story "three season" room in location of current deck in order to have more useable protected outdoor room. They submitted letters in support from the two adjacent neighbors. The application is for an increase of 112 square feet, the applicant would be willing to reduce the structure to 100 square feet if they could apply for an administrative adjustment. However, the house was constructed nine years ago and does not qualify for an administrative adjustment (only structures that were constructed prior to the adoption of the Zoning Code in 1991 qualify for this process). Staff explained that this was intended to encourage preservation of historic houses.

A motion was made by Commissioner Hoffenberg and seconded by Commissioner O'Connor that the Zoning Board of Appeals recommend Approval of the application. The motion to recommend that the variation be granted as requested failed (2/5/0). The resulting roll call vote was:

AYE: O'Connor and Hoffenberg.  
NAY: Blentlinger, Brenson, Finder, Schwartz, and Brewin.  
ABSENT: None.

Pursuant to Subsection 13-102D of the Zoning Code, at least four aye votes are required to decide in favor of any application.

Those Commissioners voting against this variation cited the following reasons: (1) The zoning lot is not a unique physical condition, (2) the applicants have not been denied a substantial right – “three season” rooms/useable outdoor living space have not been considered a right enjoyed in La Grange, (3) the request seemed to be a special privilege as not everyone has the right to add a room onto their house, and (4) a design solution using interior space may be a possible remedy.

The Commissioners voting in favor of the application felt that the administrative adjustment process should be available to all single family property owners who wish to construct a small addition and increase building coverage by no more than 100 square feet regardless of the year in which the house was constructed. The Commissioners in favor had requested that the Village Board consider opening up the process for houses constructed after 1991. Staff advised that this would require an amendment to the Zoning Code with a public hearing and recommendation from the Plan Commission.

If you concur with the recommendation of the Zoning Board of Appeals, then a motion to deny the variation is in order. No resolution or ordinance memorializing such action is necessary. Conversely, should you choose to grant the variation, a motion to approve the attached ordinance authorizing the variation would be appropriate. If voting for the variation, it would be appropriate to articulate the reasons for such an approval to establish a legislative record.

Please note that in accordance with State Statute, the approval of any proposed variation which fails to receive the approval of the Board of Appeals will not be passed except by the favorable vote of two-thirds (2/3) majority vote by roll call of all Trustees currently holding office (four out of six Trustees).

Staff has prepared the attached ordinance authorizing the variation for your consideration.

VILLAGE OF LA GRANGE

ORDINANCE NO. O-15-\_\_\_\_\_

AN ORDINANCE GRANTING A ZONING VARIATION  
FOR CONSTRUCTION OF AN ADDITION  
AT 737 S. MADISON

WHEREAS, the owner of the single family detached house (the “*Existing House*”) on property commonly known as 737 S. Madison Avenue, La Grange and legally described as follows:

Lot 15 (Except the East 8 Feet of Said Lots Dedicated for Public Alley) in Block 9 in Country Club Addition to LaGrange, Being a Subdivision of the East ½ of the Northwest ¼ of Section 9, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

(the “*Property*”) has applied for variation from Paragraph 3-110E1 (maximum building coverage) of the La Grange Zoning Code to authorize construction of an addition (the “*Proposed Addition*”); and

WHEREAS, the La Grange Zoning Board of Appeals conducted a public hearing to consider the application on February 19, 2015, pursuant to proper public notice; and

WHEREAS, during the public hearing the petitioner amended his application to reduce the scope of the request variation to the size that would authorize an administrative adjustment if this were permitted – 100 square feet; and

WHEREAS, the President and Board of Trustees have reviewed the record of the public hearing and the Findings and Recommendation of the Zoning Board of Appeals and have determined that the application as amended satisfies the standards set forth in the La Grange Zoning Code for the grant of a variation;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Grant of Variation. The Board of Trustees, pursuant to the authority granted to it by the laws of the State of Illinois and the La Grange Zoning Code, hereby grants to the Owner variation from the maximum building coverage standard of Paragraph 3-110E1 of the La Grange Zoning Code to authorize construction of an addition.

Section 3. Effective Date. This Ordinance will be in full force and effect after (a) its passage, approval, and publication in pamphlet form as provided by law, (b) approval by the Village’s Director of Community Development of conforming plans for the Proposed Improvements as required by Subsection 2A of this Ordinance, and (c) execution by the owners of the Property and recording of the covenant required by Subsection 2C of this Ordinance.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2015

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

**FINDINGS OF FACT**

ZONING BOARD OF APPEALS  
OF THE  
VILLAGE OF LA GRANGE

February 19, 2015

President Livingston and  
Board of Trustees

RE: **ZONING CASE #606 - VARIATION – 737 S. MADISON AVENUE,  
MAXIMUM BUILDING COVERAGE TO AUTHORIZE THE CONSTRUCTION OF A  
THREE SEASON ROOM WITHIN THE R-4 SINGLE FAMILY RESIDENTIAL  
DISTRICT, KELLY & PAUL ROGAN.**

The Zoning Board of Appeals transmits for your consideration its recommendations for a request of zoning variation necessary to allow a three season room at the property at 737 S. Madison Avenue.

**I. THE SUBJECT PROPERTY:**

The subject property in question is a single family residential use located in a single family residential district.

**II. CHARACTERISTICS OF THE SURROUNDING AREA:**

The subject property is located in the R-4 Single Family Residential District.

**III. VARIATIONS SOUGHT:**

The applicants seek a variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Village of La Grange Zoning Code to construct a three season room addition. The proposed three season room would increase building coverage by 4.6%. Paragraph 14-303E1(c) (Authorized Variations) allows the increase of maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

**IV. THE PUBLIC HEARING:**

After due notice, as is required by law, (including legal publication, posting at the subject property and courtesy notices to owners within 250 feet of the subject property) the Zoning Board of Appeals held a public hearing on the proposed variation in the La Grange Village Hall Auditorium on February 19, 2015. Present were Commissioners Laura Blentlinger, Ian Brenson, Michael Finder, Jeff Hoffenberg, Peter O'Connor, David Schwartz and Chairperson Ellen Brewin presiding. Also present was Assistant Community Development Director Angela Mesaros. Testimony was given under oath by the applicants. No objectors appeared at the

6-17.4

hearing. No written objections have been filed to the proposed variation.

Chairperson Ellen Brewin swore in Kelly Rogan, 737 S. Madison Avenue, owner of the property, and Tim Trompeter, Architect, who presented the application and answered questions from the Commissioners:

- Mr. Trompeter stated that the applicants looked at the potential to make the addition smaller but wanted enough space to seat six people. One possibility would be to eliminate the outside fireplace. This would reduce the addition by twelve square feet to 100 square feet over coverage, which is the maximum permitted for an administrative adjustment if this did qualify for an administrative adjustment. In which case, they could use a fire pit in the back yard. Mr. Trompeter noted that this property does not qualify for an administrative adjustment as it was built only nine years ago. Administrative adjustments are only authorized for properties that pre-date the existing Zoning Code - constructed prior to 1991.
- If the variation is not granted, they would not build the three season room.
- The purpose of this variation would be to cover the deck and extend to make this a more usable space. The applicant submitted letters in support from the neighbors as Exhibit A.
- The applicant stated that the neighbor directly to the south has a very large three season room.

Chairperson Brewin solicited questions from the Commissioners:

- Commissioner Brenson asked how this application would meet the standard for “unique physical condition.” Mr. Trompeter stated that this difficulty is not created by the applicant. Commissioner Brenson further asked if the land is typical. Answer: Yes, it is not unique.
- Commissioner Brenson asked about the substantial right that is denied. Mr. Trompeter stated that he could scale back to 100 square feet. He further stated that the applicants feel that they are denied the right to an additional 100 square feet as this does not qualify for an administrative adjustment. Mr. Trompeter believes that projects like this are within the spirit of the administrative adjustment. Ms. Mesaros clarified that the administrative adjustment process is for small additions to older homes in order to encourage historic preservation. Only homes constructed prior to adoption of the Zoning Code in 1991 qualify.
- Chairperson Brewin added that which homes may be considered for administrative adjustments is a legislative decision.

- Chairperson Brewin stated that asking the Zoning Board to change this law and make this decision would not fit the standards of the Code.
- Commissioner Hoffenberg stated that if the home had been built before 1991, 100 square feet could be considered by Staff. Ms. Mesaros explained the administrative adjustment process.

Chairperson Brewin solicited questions and comments from the Audience:

- There were no questions from the Audience.

*Under the provisions of the Zoning Ordinance, no variation shall be granted unless the applicant establishes that carrying out the strict letter of the provisions of this code would create a particular hardship or practical difficulty. Such a showing shall require proof that the variation sought satisfies certain conditions. The following facts were found to be evident:*

1. Unique Physical Condition:

This zoning lot is larger than is typical for the R-4 Single Family Residential Zoning District. The lot measures 50 feet wide and 161.36 feet deep; typical lots throughout the Village measure between 125 and 135 feet in depth. However, this lot size is typical of single lots between Madison Avenue and La Grange Road, 47<sup>th</sup> to 53<sup>rd</sup> Street.

2. Not Self-Created:

According to the applicants, they purchased the property 9 years ago from the builder and have made no modifications have been made to the footprint of the house. This house was built under the current Code.

3. Denied Substantial Rights:

The Zoning Board of Appeals has not determined in past cases that an outdoor protected area is a right in La Grange.

4. Not Merely Special Privilege:

The proposed expansion would create a usable outdoor protected living space. The Zoning Board has not previously recommended approvals for outdoor living spaces to exceed maximum building coverage.

5. Code and Plan Purposes:

As proposed the expansion would meet the required side and rear yards, but would exceed building coverage requirements. One of the purposes of the building coverage standard in the Zoning Code is to control “bulk.” The applicant believes that the proposed three season room would be consistent with the context of the area and not affect the neighbors’ properties with the appearance of bulk.

6. Essential Character of the Area:

The proposed three season room could materially impact the neighborhood in that it would add “bulk” to the neighborhood.

7. No Other Remedy:

The applicants believe that no other remedy would allow them to create a “reasonable” size room – the remaining square footage on the property (186 square feet) is not sufficient to construct a reasonably sized outdoor room and the variation process is the only means available to construct an addition. This house was constructed by a builder in 2005.

**V. FINDINGS AND RECOMMENDATION:**

- Commissioner Hoffenberg stated that he understands the issue with changing legislation however he believes that newer properties should be considered for administrative adjustments. He personally does not understand the distinction between two homes of the exact same size but built prior to or after 1991 – this distinction is not understandable or a reasonable distinction.
- Chairperson Brewin stated that she believes there are distinctions in the way many older houses were built and, due to these, these older homes may not fit into or meet the standards in some ways and need the procedural route. She is not unduly concerned that there is a difference of treatment as to the administrative remedies available to home owners of homes built before 1991 and those built after. The distinction is a procedural one and not a substantive one.
- Commissioner O’Connor stated he believes this is unique as it was built after 1991.
- Commissioner Brenson stated that he believes uniqueness is attributed to the land and not the building. He agrees that trying to analyze the distinction between older and new houses may

not make sense, however the Zoning Board is charged to look at the variation standards and must be consistent. Commissioner Brenson further stated that he will remain consistent with how he has voted in previous cases and he does not see that this case satisfies unique physical condition nor the denial of substantial rights.

- Chairperson Brewin stated that she is not ready to say that an outdoor protected room is a substantial right. (Useable outdoor living space). The Zoning Board has not determined in the past that is a special privilege and the ZBA did not make the rules governing the administrative adjustment process but are charged with enforcing them. The ZBA does not have the power to ignore or change either the substantive or procedural requirements of the Zoning Code.
- Commissioner Schwartz stated that he believes that it seems unfair to distinguish based on construction date, but it is the system that the Zoning Board has been given and this particular question should be taken to the Village Board.
- Commissioner Schwartz stated that he feels this is a special privilege and not everyone has the right to add a room.
- Commissioner Finder stated under “no other remedy” there could possibly be a design solution to add a structure that meets the maximum limit and integrates with the interior of the house.
- Commissioner O’Connor stated that the only thing that causes issue for him is the extra twelve square feet.
- Commissioner Finder stated that architecturally, the way this will be constructed looks like a normal room and not a three season room.
- Commissioner Hoffenberg stated that he disagrees with the comments about the difficulty in satisfaction of the standards. He believes the potential alternative may be suggesting a reduction in size of the proposed addition to exceed the Code by 100 square feet and that the Village Board should allow the applicants to request an administrative adjustment.
- Commissioner Blentlinger stated that an increase in lot coverage may impact the neighbors and increase drainage/flooding issues in the neighborhood.
- Commissioner Blentlinger also added that newer homes may have more stringent water retention requirements.

- Commissioner Schwartz stated that new additions also require water retention systems.

There being no further questions or comments from the audience or the Commissioners, a motion was made by Commissioner Hoffenberg and seconded by Commissioner O'Connor that the Zoning Board of Appeals recommend to the Village Board of Trustees approval of the applications submitted with ZBA Case #606 for the maximum building coverage subject to the condition that the application be reduced to 100 square feet. Commissioner Hoffenberg also commented that he would like to see legislation changed so that administrative adjustment process would apply to all properties and not be dependent on the date of construction.

Motion to approve FAILED by a roll call vote (2/5/0).

AYE: O'Connor, and Hoffenberg.  
NAY: Blentlinger, Brenson, Finder, Schwartz and Brewin  
ABSENT: None.

Be it therefore resolved that the Zoning Board of Appeals did NOT recommend to the Village Board of Trustees approval of the variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Village of La Grange Zoning Code to allow an addition at 737 S. Madison Avenue.

Respectfully submitted:

Zoning Board of Appeals of the  
Village of La Grange

BY: Ellen P. Brewin  
Ellen Brewin, Chairperson

ZBA #606 Exhibit A  
2.19.15

Mitch and Joann Rodgers  
735 S. Madison  
La Grange, IL 60525  
2/18/2015

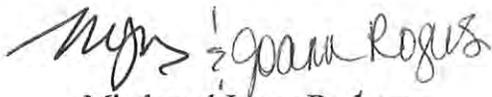
Village of LaGrange  
President and Board of Trustees  
La Grange, IL 60525

Dear Village Board,

We are neighbors directly to the north of Kelly and Paul Rogan. We are aware of the variance they have applied for to replace their current deck with a 3 Seasons room that extends 112 square feet beyond standard lot coverage.

This letter serves as indication of our formal support for this variance/project. We have no concerns and actually see there would be benefit to the property value on our block and thus welcome the improvement.

Sincerely,

  
Mitch and Joann Rodgers

6-A.10

ZBA #606 Petitioner's  
Exhibit A  
2.19.15

Dennis and Maura Monohan  
741 S. Madison  
La Grange, IL 60525  
2/18/2015

Village of LaGrange  
President and Board of Trustees  
La Grange, IL 60525

Dear Village Board,

We are neighbors directly to the south of Kelly and Paul Rogan. We are aware of the variance they have applied for to replace their current deck with a 3 Seasons room that extends 112 square feet beyond standard lot coverage.

This letter serves as indication of our formal support for this variance/project. We have no concerns and actually see there would be benefit to the property value on our block and thus welcome the improvement.

Sincerely,



Dennis and Maura Monohan



G-A.11

## STAFF REPORT

**CASE: ZBA #606 – Kelly and Paul Rogan, 737 S. Madison Avenue –Maximum Building Coverage**

### BACKGROUND

(Note: This Staff Report is solely based on information presented in the application and on a physical inspection of subject property and environs, and is not influenced by any other circumstance.)

The petitioners, Kelly and Paul Rogan, wish to build a 298 square feet three season porch on the back of their house on the subject property at 737 S. Madison Avenue. Maximum Building Coverage for this lot is 30% or 2,420 square feet. Currently this property covers 2,234 square feet. The proposed three season room would increase by 112 square feet (31.3%).

One options the applicants considered in conversations with staff is the new administrative adjustment process. However, the maximum allowable modification of building coverage that Staff can grant through the administrative adjustment process is 100 square feet for houses constructed prior to adoption of the Zoning Code in 1991. This house was constructed in. 2005 and with the proposed addition, this property would exceed the building coverage requirements by 112 square feet. Therefore, an administrative adjustment could not be issued.

The applicants seek a variation from Paragraph 3-110E1 (Maximum Building Coverage) of the Zoning Code. The three season room would increase building coverage by 4.6%. Subparagraph 14-303E1(c) (Authorized Variations) allows an increase in maximum allowable building coverage by no more than 20%. The requested variation falls within the authorized limits of the Zoning Code.

### VARIATION STANDARDS

In considering a variation, be guided by the General Standard as outlined in our Zoning Code: **General Standard** – *“No variation shall be granted pursuant to this Section unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Subsection.”*

According to the applicants, the practical difficulty with the Zoning Code is that administrative adjustment process applies only to houses constructed prior to 1991 and this house was built in 2005. However, one of the goals of the administrative adjustment process was to encourage renovation of older houses that predate the Code; this project would not meet that objective.

**Unique Physical Condition** - *“The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure, or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and*

**Staff Evaluation Criteria**  
**ZBA #606 – 737 S. Madison Avenue**  
**Variation –Maximum Building Coverage**  
**Page 2**

*that relate to or arise out of the lot rather than the personal situation of the current owner of the lot."*

This zoning lot is larger than is typical for the R-4 Single Family Residential Zoning District. The lot measures 50 feet wide and 161.36 feet deep; typical lots throughout the Village measure between 125 and 135 feet in depth. However, this lot size is typical of single lots between Madison Avenue and La Grange Road, 47<sup>th</sup> to 53<sup>rd</sup> Street.

**Not Self-Created** - *"The aforesaid unique physical condition is not the result of any action or inaction of the owner or its predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid."*

According to the applicants, they purchased the property 9 years ago from the builder and have made no modifications have been made to the footprint of the house.

**Denied Substantial Rights** - *"The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision."*

According to the applicants, they wish to create a reasonably sized outdoor protected room.

**Not Merely Special Privilege** - *"The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation."*

The proposed expansion would create a usable outdoor protected living space.

**Code and Plan Purposes** - *"The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan."*

As proposed the expansion would meet the required side and rear yards, but would exceed building coverage requirements. One of the purposes of the building coverage standard in the Zoning Code is to control "bulk." The applicant believes that the proposed three season room would be consistent with the context of the area and not affect the neighbors' properties with the appearance of bulk.

6-A.13

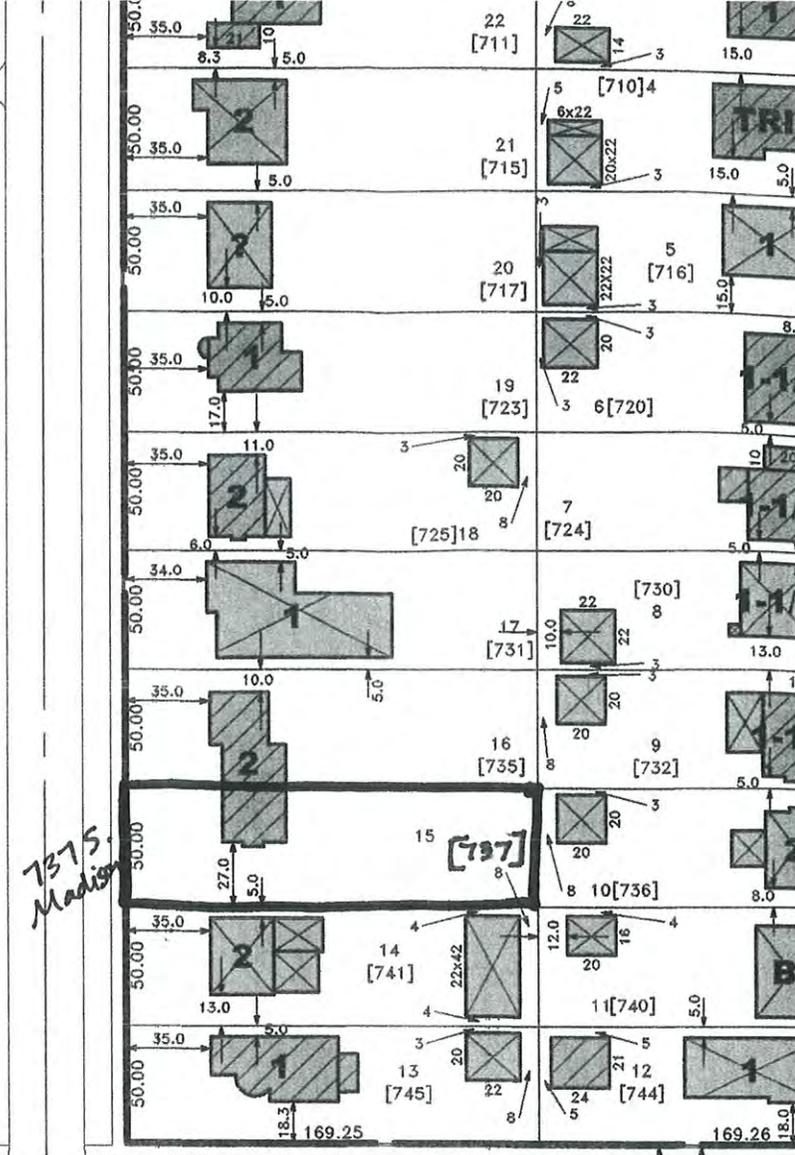
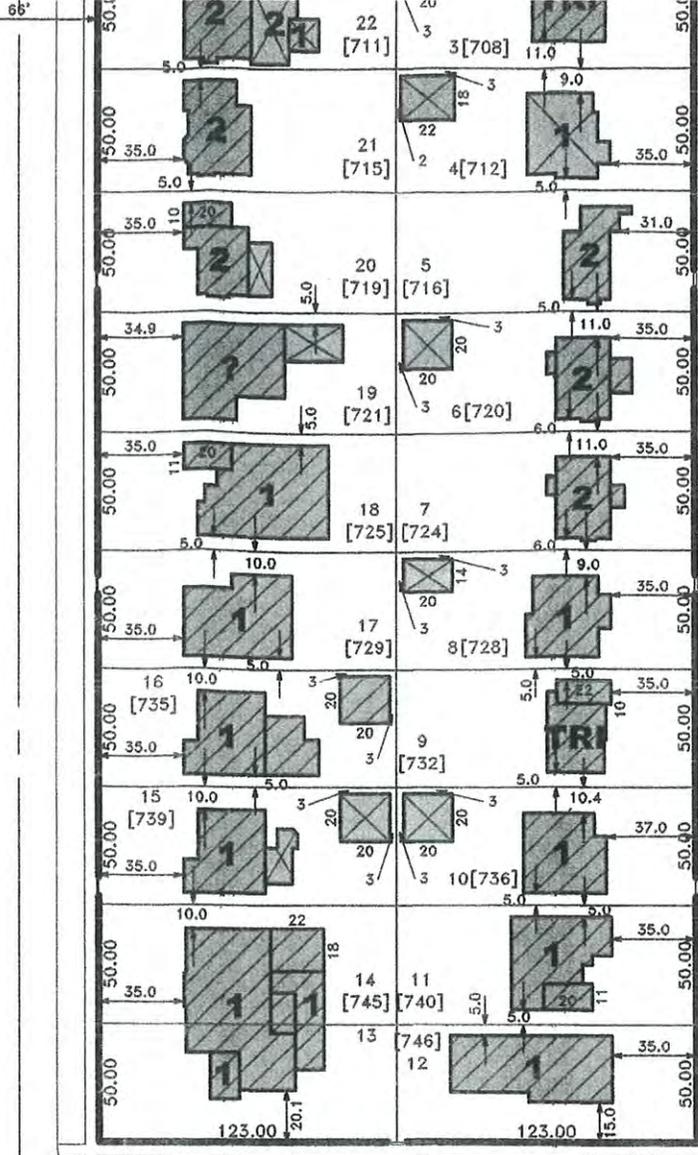
**Essential Character of the Area** - *"The variation would not result in a use or development on the subject property that:*

- a. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or*
- b. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or*
- c. Would substantially increase congestion in the public streets due to traffic or parking; or*
- d. Would unduly increase the danger of flood or fire; or*
- e. Would unduly tax public utilities and facilitates in the area; or*
- f. Would endanger the public health or safety."*

The proposed three season room would not materially impact the neighborhood.

**No Other Remedy** - *"There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property."*

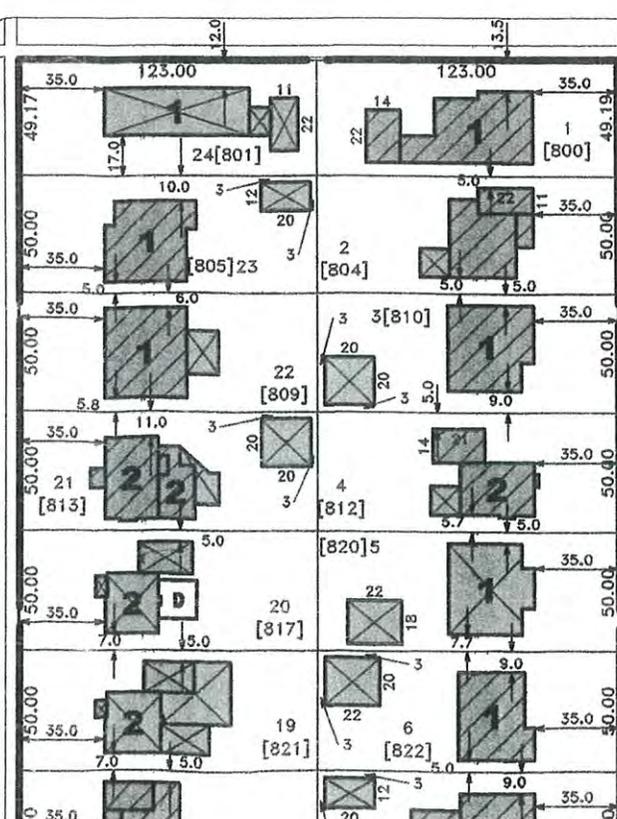
The applicants believe that no other remedy would allow them to create a "reasonable" size room – the remaining square footage on the property (186 square feet) is not sufficient to construct a reasonably sized room and the variation process is the only means available to construct an addition. This house was constructed by a builder in 2005.



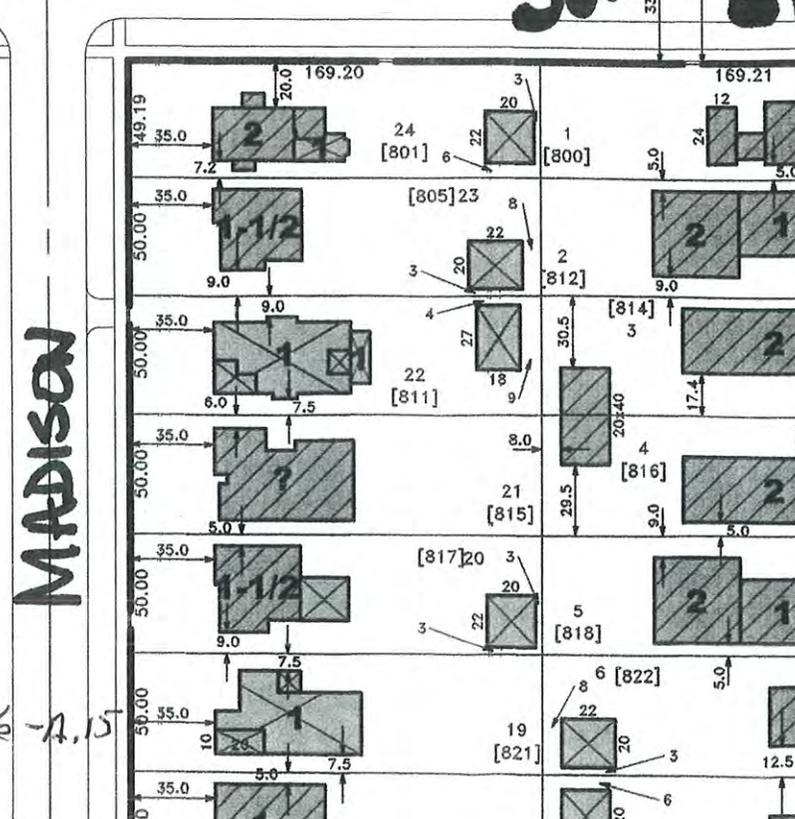
7375  
Madison

50th St

ASHLAND



MADISON



6-7.5

APPLICATION FOR ZONING VARIATION

Application # 6  
Date Filed: 12/14  
UARCO # 14

TO THE PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF LA GRANGE, ILLINOIS

(please type or print)

Application is hereby made by

Address: 737 S. Madison Avenue

Phone: (312) 925-2908

Owner of property located at:

Permanent Real Estate Index No: 18-09-123-010-0000

Present Zoning Classification: R-4 Present Use:

Ordinance Provision for Variation from Article # 3-110, E,1 of Zoning Ordinance, to wit:  
Maximum Lot Coverage - Interior Lot - 30%

A. **Minimum Variation** of Zoning requirement necessary to permit the proposed use, construction, or development:  
The requested variation of 112 square feet over the maximum of 30% = 31.3%

B. **The purpose** therefor,  
To build a 3 Season Porch that is 298 square feet.

C. **The specific feature(s)** of the proposed use, construction, or development that require a variation:  
The Porch would take us over the maximum square footage by 112 square feet.

6-A.16

**TJT**

**TIMOTHY J. TROMPETER - ARCHITECT**

318 S. Ashland Avenue, LaGrange, IL. (708) 352-7446  
email: [ttromp4@sbcglobal.net](mailto:ttromp4@sbcglobal.net)



Rogan Residence – Front Elevation – 737 S. Madison Avenue, LaGrange, IL.



Rogan Residence – Rear Elevation – 737 S. Madison Avenue, LaGrange, IL.

6-17.17

# TJT

TIMOTHY J. TROMPETER - ARCHITECT

318 S. Ashland Avenue, LaGrange, IL. (708) 352-7446  
fax (708) 352-7446, email: [ttromp4@sbcglobal.net](mailto:ttromp4@sbcglobal.net)



Existing Deck

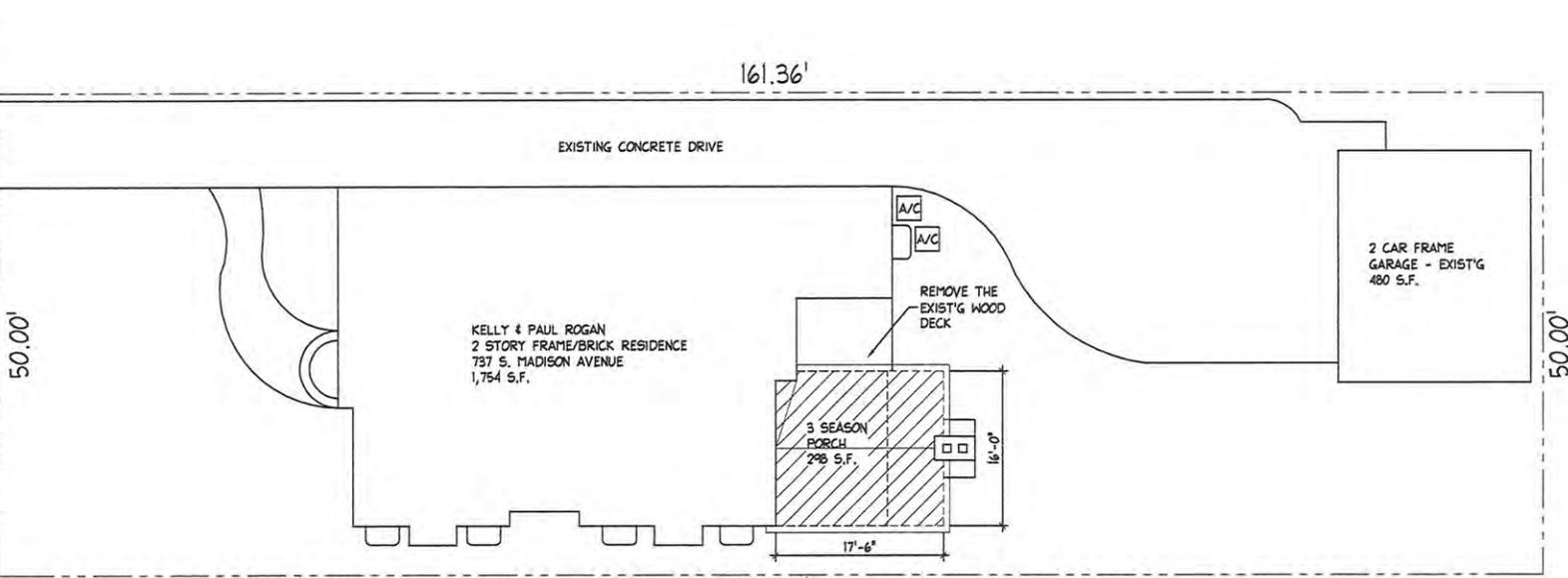


6-A.18

6-19-19

S. MADISON AVENUE

EXIST'G CONC. SIDEWALK



N  
 SITE PLAN  
 1" = 10'-0"

BUILDING COVERAGE	ZONING - R4
LOT AREA 50x161.00' = 8,068 SQ. FT.	
MAX. LOT COVERAGE(30%) = 2,420 SQ. FT.	
HOUSE(1,754)+GARAGE(480) = 2,234 SQ. FT.	
EXIST'G LOT COVERAGE = 2,234/8,068 = SQ. FT. (27%)	
2,420 - 2,234 = 186	
MAX. ADDITION = 186 SQ. FT.	
PLANNED ADDITION = 298 SQ. FT.	
112 SQ. FT. ZONING VARIANCE REQUEST	
(ADDITION GREATER THAN 250 SQ. FT. = DRAINAGE & DEVELOPMENT PLAN REQUIRED)	

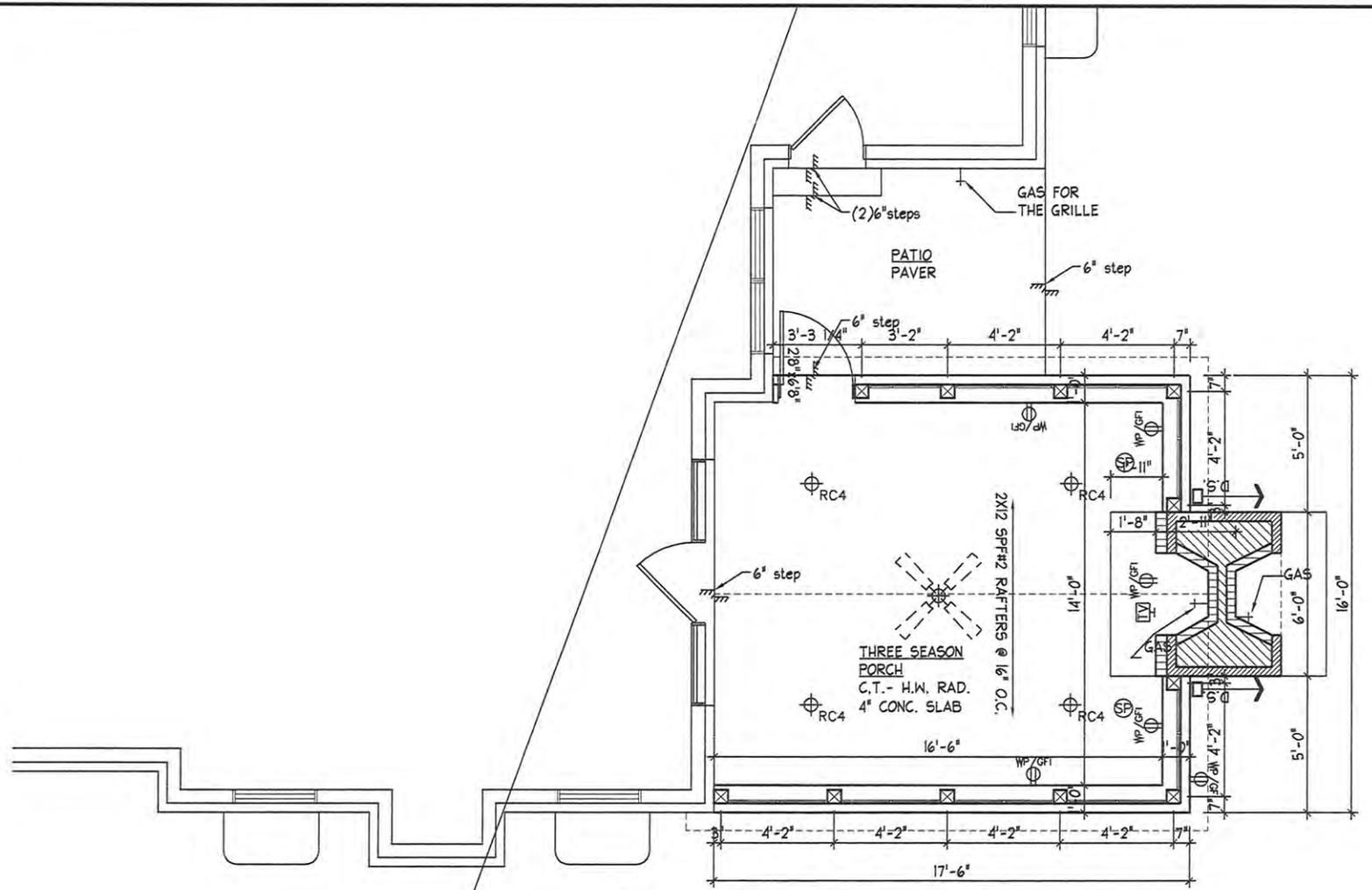
TIMOTHY J. TROMPETER - ARCHITECT  
 TIMOTHY J. TROMPETER A.I.A.  
 516 S. ASHLAND AVE.  
 LA GRANGE, IL. 60525  
 (708) 357-1446

**TJT**

THREE SEASON PORCH ADDITION FOR:  
 KELLY & PAUL ROGAN  
 737 S. MADISON AVENUE  
 LA GRANGE, IL. 60525  
 (312) 937-2908

**A1**  
 12/16/14  
 OF 8

6-14-20



**PARTIAL FIRST FLOOR PLAN**

1/4" = 1'-0"

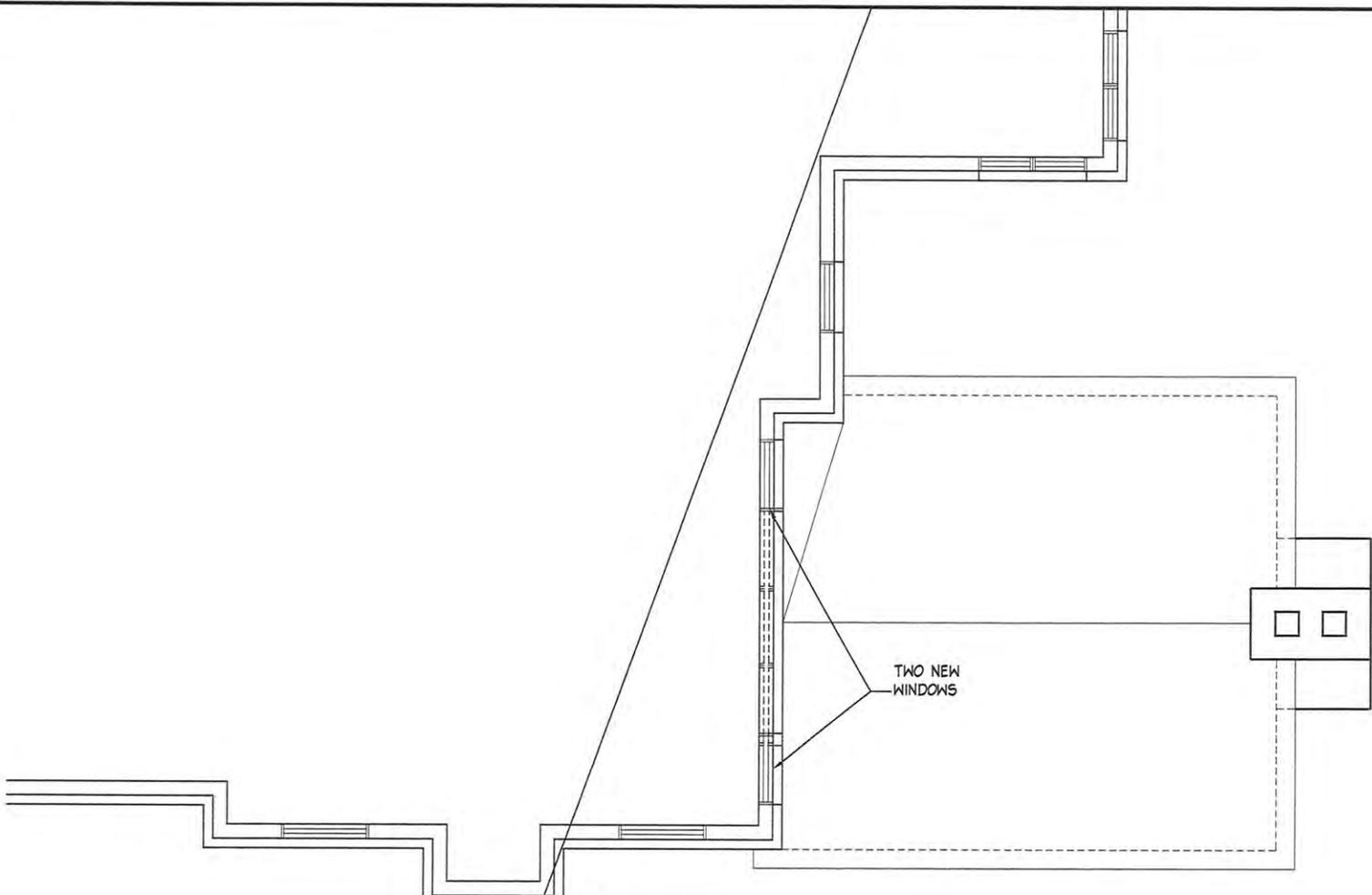
PATIO  
PAVER

TIMOTHY J. TROMPETER - ARCHITECT  
 TIMOTHY J. TROMPETER A.I.A.  
 318 S. ASHLAND AVE.  
 LA GRANGE, IL. 60525  
 (708) 382-7446

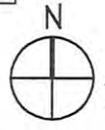


THREE SEASON PORCH ADDITION FOR:  
 KELLY & PAUL ROGAN  
 737 S. MADISON AVENUE  
 ST. ANGELO, IL. 60525  
 (312) 883-2405

60-A, 21



TWO NEW WINDOWS



### PARTIAL SECOND FLOOR/ ROOF PLAN

1/4" = 1'-0"

TIMOTHY J. TROMPETER - ARCHITECT  
 TIMOTHY J. TROMPETER A.I.A.  
 318 S. ASHLAND AVE.  
 LA GRANGE, IL. 60525  
 (708) 392-7446



THREE SEASON PORCH ADDITION FOR:  
 KELLY & PAUL ROGAN  
 737 S. MADISON AVENUE  
 CHICAGO, IL. 60625  
 (312) 423-2905

6-A, 22



### SOUTH ELEVATION (PARTIAL)

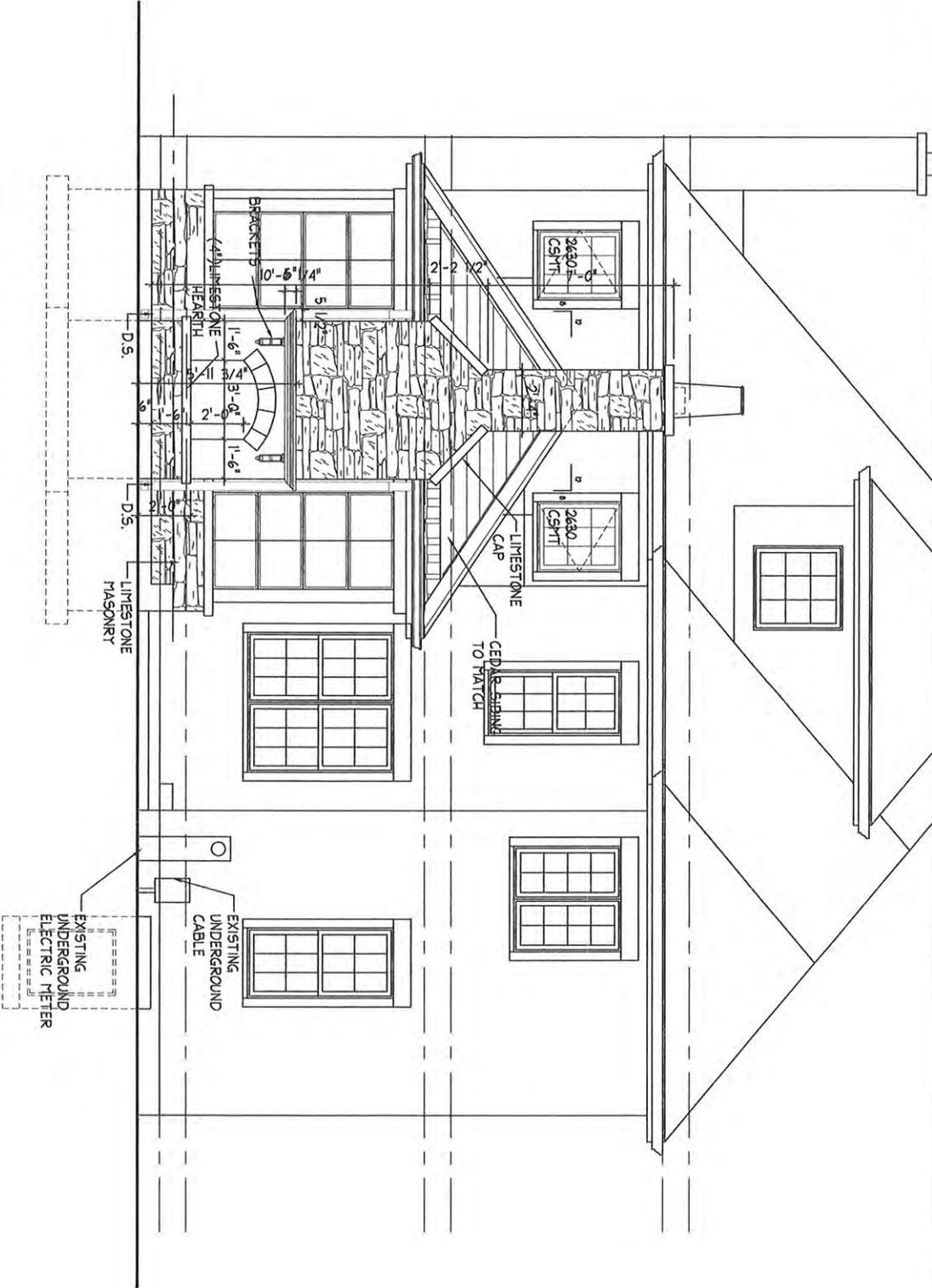
TIMOTHY J. TROMPETER - ARCHITECT  
 TIMOTHY J. TROMPETER A.I.A.  
 318 S. ASHLAND AVE.  
 MADISON, WI 53704  
 (708) 392-7446



THREE SEASON PORCH ADDITION FOR:  
 KELLY & PAUL ROGAN  
 737 S. MADISON AVENUE  
 MADISON, WI 53704  
 (608) 428-2908

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6-A.23



# EAST ELEVATION

1/4" = 1'-0"

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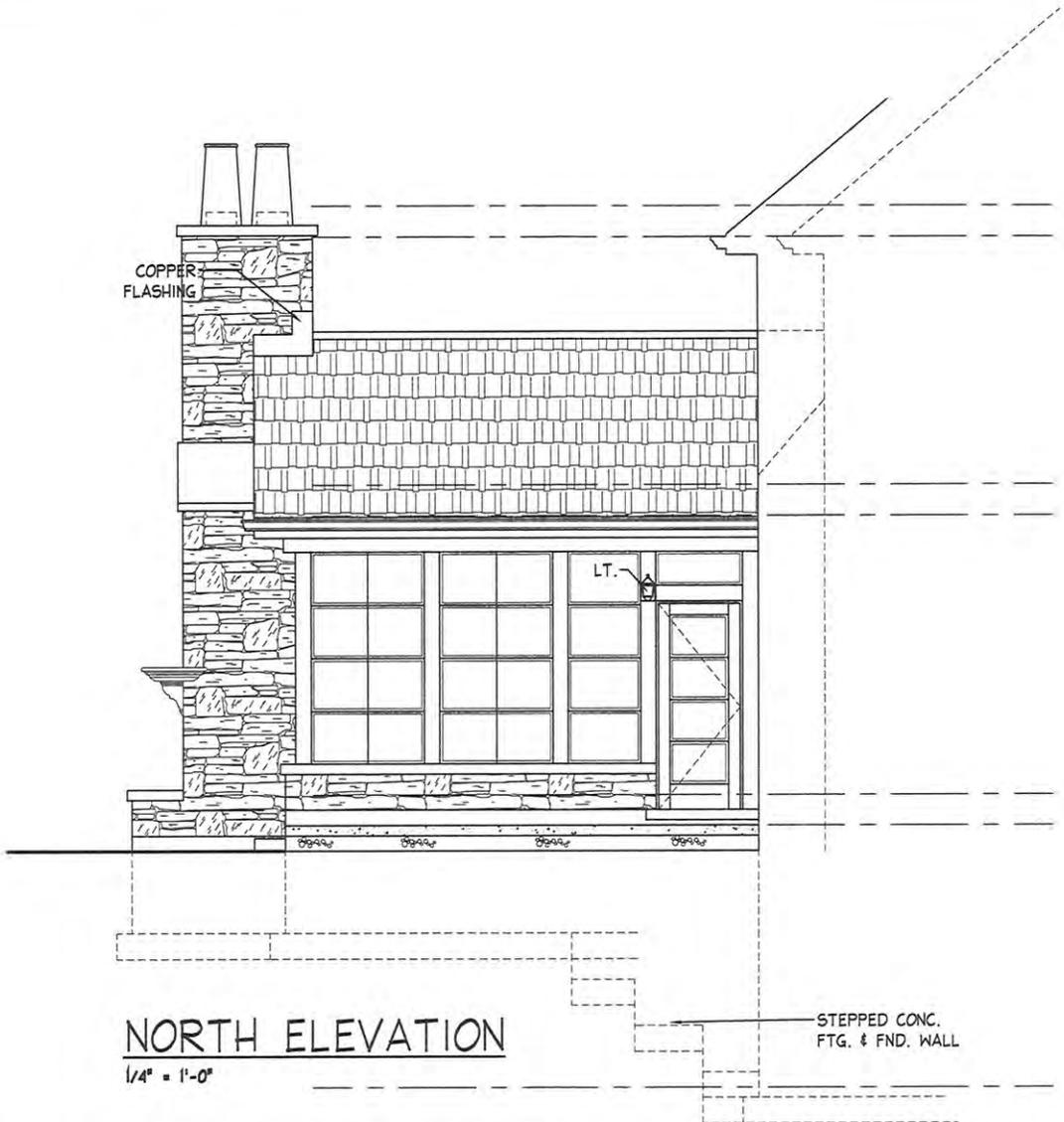
**A5**  
12/16/14  
OF 8

THREE SEASON PORCH ADDITION FOR:  
 KELLY & PAUL ROGAN  
 757 S. MADISON AVENUE  
 LA GRANGE, IL. 60525  
 (312) 925-2908

**TJT**

TIMOTHY J. TROMPETER - ARCHITECT  
 TIMOTHY J. TROMPETER A.I.A.  
 318 S. ASHLAND AVE.  
 LA GRANGE, IL. 60525  
 (708) 952-7446

6-11-24



**NORTH ELEVATION**  
 1/4" = 1'-0"

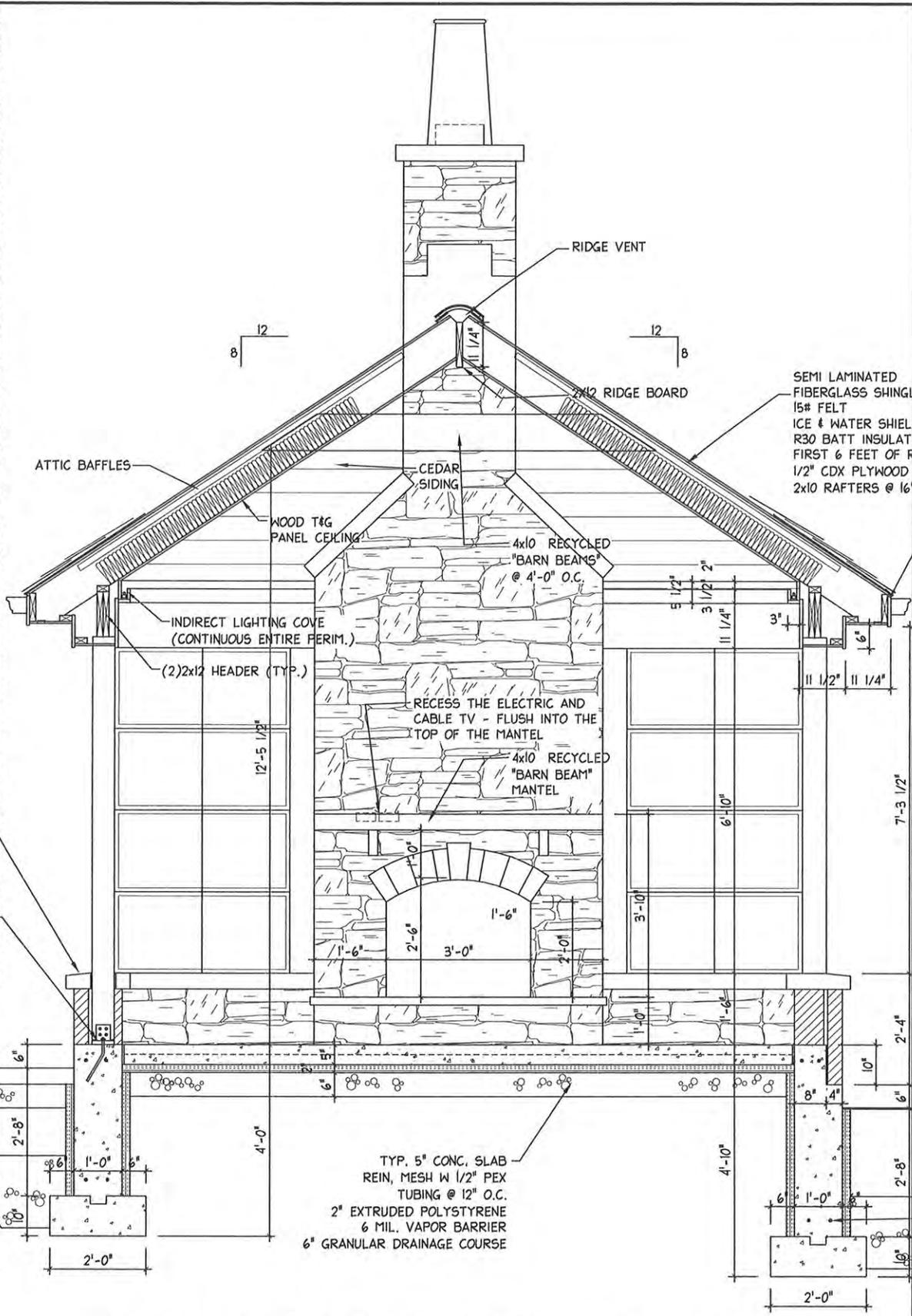
STEPPED CONC.  
 FTG. & FND. WALL

TIMOTHY J. TROMPETER - ARCHITECT  
 TIMOTHY J. TROMPETER A.I.A.  
 38 WILSON AVENUE  
 U.S. GRANGE N. 60626  
 (708) 352-7446



THREE SEASON PORCH ADDITION FOR:  
 KELL & PAUL ROGAN  
 37 WILSON AVENUE  
 U.S. GRANGE N. 60626  
 (312) 925-7908

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① SCREENED PORCH SECTION - LOOKING EAST  
 1/2" = 1'-0"

A7 12/6/14 OF 8	THREE SEASON PORCH ADDITION FOR: KELLY & PAUL ROGAN 737 S. MADISON AVENUE LA GRANGE, IL. 60525 (312) 925-2908	<b>TJT</b>	TIMOTHY J. TROMPETER - ARCHITECT TIMOTHY J. TROMPETER A.I.A. 318 S. ASHLAND AVE. LA GRANGE, IL. 60525 (708) 352-7446
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6-A.25

6-17-26



**SOUTH ELEVATION (PARTIAL)**  
1/4" = 1'-0"



**EAST ELEVATION**  
1/4" = 1'-0"

# EXISTING ELEVATIONS

TIMOTHY J. TROMPETER ARCHITECT RESERVES COPYRIGHT AND OTHER RIGHTS RESTRICTING THE DOCUMENTS TO THE ORIGINAL SITE OR PURPOSE FOR WHICH THEY WERE PREPARED. REPRODUCTIONS, CHANGES OR ASSIGNMENTS ARE PROHIBITED.

TIMOTHY J. TROMPETER - ARCHITECT  
TIMOTHY J. TROMPETER A.I.A.  
318 S. ASHLAND AVE.  
LA GRANGE, IL. 60525  
(708) 382-7466



THREE SEASON PORCH ADDITION FOR:  
KELLY & PAUL ROGAN  
737 S. MADISON AVENUE  
LA GRANGE, IL. 60525  
(312) 925-2406

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick Benjamin, Community Development Director

DATE April 13, 2015

RE: **SPECIAL EVENT - LA GRANGE BUSINESS ASSOCIATION "AHHH!  
LA GRANGE" CARNIVAL**

---

The La Grange Business Association has presented the attached request for approval of their annual "Ahhh! La Grange" Carnival which is scheduled to commence on May 29<sup>th</sup>.

The "Ahhh! La Grange" Carnival, as conducted in the past, is to be held the weekend of the Pet Parade, May 29 – May 31, 2015. The carnival will be held on Harris Avenue between La Grange Road and Ashland Avenue. This location is identical to the one used in recent years. It has been very effective and has resulted in a clear and open midway for fun and enjoyment by all. The requested hours of operation are as follows:

DAY/ACTIVITY	REQUESTED HOURS
Friday, May 29 - Carnival	5:00 p.m. to 10:00 p.m.
Saturday, May 30 - Carnival	12:00 p.m. to 10:00 p.m.
Sunday, May 31 - Carnival	12 noon to 7:00 p.m.

The La Grange Business Association is requesting the authorization to sell beer and wine during this event. This will be provided by a licensed, local caterer. The La Grange Business Association has demonstrated that they have been responsible in managing the sale and service of alcohol during this event.

The La Grange Business Association is also requesting the use of Village Parking Lot 8 located at Harris and Madison Avenue. This lot will be utilized by local restaurant vendors for an enhanced weekend experience.

We are supportive of the efforts and success of past years' events and recommend approval of the request for the "Ahhh! La Grange" Carnival subject to the following conditions:

1. That all licenses, permits, hold harmless, and insurance coverages be obtained to the satisfaction of the Village;
2. That all suitable control over the sale of beer and wine be imposed subject to the approval of the Liquor Commissioner;
3. That LGBA representatives notify all affected businesses of the pending event no less than two weeks prior to setup. (The La Grange Business Association advises that they have already coordinated with Cossitt School administration);
4. That the carnival setup crew will leave an approximate 10 foot travel lane along the south parking lane of Harris Avenue and the west side of Madison Avenue open for Thursday, May 28<sup>th</sup> and Friday, May 29<sup>th</sup> to allow for the pick-up and drop-off of children during school hours;
5. That the organizers meet and maintain contact with staff of all related Departments in the Village to determine specifics of the operation and set-up of the event;
6. That the Village maintains final approval of sites, security, parking and utility plans;
7. That all costs incurred by the Village be billed to the La Grange Business Association.

If you concur with this request, the Village Board will need to formally approve the temporary closure of Harris Avenue from La Grange Road to Ashland Avenue; waive restrictions which prohibit the consumption of alcohol on the public way; waive restrictions for the outdoor display and sale of goods and services in the C-1 Zoning District; and approve carnival rides as a Temporary Use.

Separately, the Liquor Commissioner grant permission to the LGBA to sell alcohol during this special event and could impose any additional restrictions deemed appropriate.

It is our recommendation the "Ahhh! La Grange" Carnival be approved as described herein, subject to the above conditions.

Representatives from the La Grange Business Association will be in attendance at your meeting to answer any questions you may have.

March 1, 2015

Mr. Patrick Benjamin, Dir of Community Development  
Village of La Grange  
53 South La Grange Road  
La Grange, IL 60525



Dear Mr. Benjamin:

The La Grange Business Association is requesting approval from the Village of La Grange to have our annual Ahhh! La Grange Carnival. Below you will find a synopsis of the event and the resources needed from the Village. The current LGBA Board has been working tirelessly on enhancing current events and creating marketing opportunities for businesses to maintain a thriving business district. We are grateful and appreciative of the partnership we have with the Village and the priority you place on making the business district successful.

**Ahhh! LA GRANGE CARNIVAL May 29, 30 and 31, 2015, Peggy Maglaris Kopley, Chair.**

**Date/Hours of Operation**

Friday, May 29, 2015 – Carnival set up 7am  
Friday, May 29, 2015 – Carnival opens 5:00pm - 10:00pm  
Saturday, May 30, 2015 – Carnival opens Noon - 10:00pm  
Sunday, May 31, 2015 – Carnival opens Noon-7:00pm  
Monday, June 1, 2015 – Carnival breakdown complete by 6:00am

**Logistics**

- Harris Avenue between Ashland & La Grange Road.
- Cossitt School parking lot for event parking beginning Friday at 6:00pm (Cossitt has approved and we have worked out details of traffic flow).
- Portable sinks, toilets and waste receptacles will be provided by licensed contractors.
- The LGBA will notify businesses & the senior center of the impending event & all event details.

**Village Services Requested**

- The use of Harris Avenue between Ashland & La Grange Road Friday, May 29<sup>th</sup> at 6:00am through Monday, June 1<sup>st</sup> at 6:00am.
- Police coverage for the hours of event operation, plus one half hour after closing for banking purposes.
- Assistance of the Dept. of Public Works with road closures, street sweeping (including Cossitt lot).
- Inspection by the Fire Department of rides & general safety issues.
- Inspection by the Community Development Department for health and sanitation for food service.

**Carnival**

The carnival is intended to be a family event with thrill rides, adult rides, kid's rides & games. The carnival will serve food and non-alcoholic beverages. Windy City Amusements will provide the carnival, food booths & games. We continue to have a strong relationship with Windy City, and they are familiar with our expectations and with all Village ordinances necessary for them to operate a successful carnival. The carnival will sell concessions, local restaurants will be invited to sell food and Palmer Place will sell beer and wine.

Thank you again for your continued partnership and please do not hesitate to call me with questions at 708-639-4320.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Fornaro", written over a light-colored background.

Phil Fornaro  
LGBA President

6-B.2

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

TO: Village President, Village Clerk,  
Board of Trustees and Village Attorney

FROM: Robert J. Pilipiszyn, Village Manager  
Lou Cipparrone, Finance Director  
Mark Burkland, Village Attorney

DATE: April 13, 2015

RE: **ORDINANCES: PROPOSED INCREASES IN LOCAL NON-HOME  
RULE SALES TAX; UTILITY TAX; SIMPLIFIED TELECOM TAX  
AND SEWER RATE; REPEAL FOOD & BEVERAGE TAX  
(FUNDING PLAN FOR SEWER IMPROVEMENTS)**

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Last fall, the Village Board initiated the budget development process for FY 2015-16 by identifying critical community infrastructure needs and prioritizing two operational needs, as recommended by the La Grange 2020 Task Force.

The Village Board conducted a series of regular workshops over a period of seven months, during which time a considerable amount of study, analysis and discussion centered on improvements to the Village's sewer system. At the conclusion of those capital planning and budget discussions, the Village Board reached a consensus agreement on a funding plan which in the aggregate would enable the Village to address its critical sewer infrastructure needs through bonding, as well as fund operational priorities to enhance public safety services and economic development efforts.

The components of the proposed funding plan were as follows:

- Increase the Village's current non-Home Rule retail sales tax of 0.25% to 1.0%, (subject to voter approval at the April 7, 2015 consolidated election)
- Repeal the current 1.0% Food and Beverage tax.
- Increase the Municipal Utility tax rates on electricity and gas from 3% to 5%.
- Increase the Simplified Telecommunication tax rate from 5% to 6%.
- Increase in the sewer rate from \$0.97 to \$1.50 per 100 cubic feet.

The revenue enhancements identified above are intended to support a \$14.5 million bond issue to fund construction of: 1) 50<sup>th</sup> Street relief storm sewer, 2) lateral sewer to

depression area #5, 3) flood wall on Brainard Avenue, 4) Village-wide sewer lining, and 5) enhanced public safety services and economic development programs.

With voter approval to increase the Village's non-Home Rule sales tax to 1%, the Village Board is now able to enact the funding plan for these capital and operational priorities.

Attached are the authorizing ordinances pertaining to each of the aforementioned revenue enhancements to fund sewer improvements, flood mitigation projects and public safety/economic development expenditures. Each ordinance requires a separate motion, second and vote by the Village Board of Trustees. The effective dates of the ordinances vary based upon state mandated filing and implementation dates, and required notification timeframes for the gas and electric utilities. Staff recommends adoption of each of the authorizing ordinances as follows:

- 1) Sales Tax: The approved increase in the local non-Home Rule sales tax is accomplished by an ordinance that increases the percentage of the tax established by ordinance in 2012. This ordinance would be filed with the State of Illinois prior to May 1 so that the tax increase would be effective July 1, 2015.

*Motion to approve "An Ordinance Imposing An Increased Non-Home Rule Municipal Retailers' Occupation Tax And Non-Home Rule Municipal Service Occupation Tax."*

- 2) Utility Taxes: The approved increases to the natural gas and electricity utility taxes is accomplished by amending the section of the Code of Ordinances that governs the rates of those taxes. The tax for natural gas is calculated based on a "gross charges" method. The tax for electricity is based on a 10-tier rate chart established by State law for kilowatt hours used in a month.

*Motion to approve "An Ordinance Amending Subsection 36.36(A) Of The La Grange Code Of Ordinances Related To Municipal Utility Taxes On Gas And Electricity."*

- 3) Telecommunications Tax: The approved increase to the existing telecommunications tax is accomplished by amending the section of the Code of Ordinances that governs the rate of that tax.

*Motion to approve "An Ordinance Amending Subsection 36.17(A) Of The La Grange Code Of Ordinances Related To The Simplified Municipal Telecommunications Tax."*

- 4) Repeal of Food and Beverage Tax: The approved discontinuance of the Village's food and beverage tax is accomplished by declaring that the tax will be discontinued effective as of May 1, 2015 and repealing the provisions of the Code of Ordinances that established the food and beverage tax, also effective as of May 1, 2015.

*Motion to approve "An Ordinance Discontinuing The Tax On Places For Eating And Repealing Article 7 Of Chapter 36 Of The La Grange Code Of Ordinances Related To That Tax."*

- 5) Sewer Rate: The approved increase to the rate applicable to sewer service is accomplished by amending the section of the Code of Ordinances that governs that rate.

*Motion to approve "An Ordinance Amending Section 51.82 Of The La Grange Code Of Ordinances Related To The User Rate Applicable To The Village's Municipal Sewer Service."*

VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE IMPOSING AN INCREASED  
NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX  
AND NON-HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

WHEREAS, in the Illinois Consolidated Election conducted on April 7, 2015, voters within the Village of La Grange approved a referendum authorizing a 0.75% increase to the Village's current 0.25% non-home rule municipal retailers' occupation tax and non-home rule municipal service occupation tax; and

WHEREAS, the Board of Trustees of the Village of La Grange have determined that proceeds from a 1% non-home rule municipal retailers' occupation tax and non-home rule municipal service occupation tax are necessary and appropriate and in the best interest of the Village and its residents, rather than increased property taxes imposed on Village residents; and

WHEREAS, the 1% non-home rule municipal retailers' occupation tax and non-home rule municipal service occupation tax imposed by this Ordinance, when the tax becomes effective, will supersede the current 0.25% non-home rule municipal retailers' occupation tax and non-home rule municipal service occupation tax;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois as follows:

Section 1. Recital. The foregoing recitals are incorporated into this Ordinance as a finding of the President and Board of Trustees.

Section 2. Establishment of Taxes. A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled and registered with an agency of this State's government, at retail in the Village of La Grange at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect; and a tax is hereby imposed upon all persons engaged in the Village of La Grange in the business of making sales of service at the rate of 1% of the selling price of all tangible personal property transferred by such a serviceman as an incident to a sale of service. This "Non-Home Rule Municipal Retailers' Occupation Tax" and this "Non-Home Rule Municipal Service Occupation Tax" shall not be applicable to the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. The imposition of these non-home rule taxes is in accordance with the provisions of Sections 8-11-1.3 and 8-11-1.4 of the Illinois Municipal Code (65 ILCS 5/8-11-1.3 and 5/8-11-1.4).

6-C.3

Section 3. Collection and Enforcement by Department of Revenue. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 4. Filing of Ordinance and Approval. The Village Clerk is hereby directed to file a certified copy of this Ordinance and a certification that the Ordinance received referendum approval with the Illinois Department of Revenue on or before the first day of July 1, 2015.

Section 5. Effectiveness of Ordinance and Tax. This Ordinance shall be in full force and effect from and after its passage and approval and publication and filing as provided by law, and the taxes imposed in this Ordinance shall take effect on the first day of July 1, 2015.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SUBSECTION 36.36(A)  
OF THE LA GRANGE CODE OF ORDINANCES  
RELATED TO MUNICIPAL UTILITY TAXES  
ON GAS AND ELECTRICITY

WHEREAS, as authorized by Section 8-11-2 of the Illinois Municipal Code, 65 ILCS 5/8-11-2, the Village imposes, in Section 36.36 of the La Grange Code of Ordinances, a tax on:

- (i) persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the Village (the "*Gas Utility Tax*") and
- (ii) the privilege of using or consuming electricity acquired in the purchase at retail and used or consumed within the corporate limits of the Village (the "*Electric Utility Tax*");

and

WHEREAS, the Board of Trustees of the Village of La Grange has determined that it is necessary and appropriate, and in the best interests of the Village and its residents, to increase the rates of the Gas Utility Tax and the Electric Utility Tax pursuant to the Illinois Municipal Code and as provided in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County, and State of Illinois, as follows:

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

Section 2. Amendment to Code of Ordinances Subsection 36.36(A). Subsection (A) of Section 36.36, titled "Tax Imposed" of the La Grange Code of Ordinances is hereby amended in its entirety to read as follows:

**§ 36.36 TAX IMPOSED**

(A) A municipal utility tax is imposed on all persons engaging in the following occupations or privileges:

(1) Persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the village, and not for resale, at the rate of 5% of the gross receipts therefrom.

(2) The privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the Village, calculated on a monthly basis for each purchaser:

6-C.5

- (i) For the first 2,000 kilowatt-hours used or consumed in a month; 0.610 cents per kilowatt-hour;
- (ii) For the next 48,000 kilowatt-hours used or consumed in a month; 0.400 cents per kilowatt-hour;
- (iii) For the next 50,000 kilowatt-hours used or consumed in a month; 0.360 cents per kilowatt-hour;
- (iv) For the next 400,000 kilowatt-hours used or consumed in a month; 0.350 cents per kilowatt-hour;
- (v) For the next 500,000 kilowatt-hours used or consumed in a month; 0.340 cents per kilowatt-hour;
- (vi) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.320 cents per kilowatt-hour;
- (vii) For the next 2,000,000 kilowatt-hours used or consumed in a month; 0.315 cents per kilowatt-hour;
- (viii) For the next 5,000,000 kilowatt-hours used or consumed in a month; 0.310 cents per kilowatt-hour;
- (ix) For the next 10,000,000 kilowatt-hours used or consumed in a month; 0.305 cents per kilowatt-hour; and
- (x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month, 0.300 cents per kilowatt-hour.

Section 3. Effective Date; Notice to Utilities. This Ordinance will be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law. The Village Clerk is hereby authorized and directed to send a certified copy of this Ordinance to each utility company affected by this Ordinance.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SUBSECTION 36.17(A)  
OF THE LA GRANGE CODE OF ORDINANCES  
RELATED TO THE SIMPLIFIED  
MUNICIPAL TELECOMMUNICATIONS TAX

WHEREAS, the Village of La Grange in 2012 amended the La Grange Code of Ordinances to implement the Illinois Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/1 *et seq.* (the "*Simplified Act*") and to create and impose a simplified municipal telecommunications tax (the "*Simplified Tax*") authorized by the Simplified Act at the rate of 5% of the gross charge for intrastate telecommunications by a person purchased at retail by that person; and

WHEREAS, the La Grange Board of Trustees has determined that it is necessary and appropriate, and in the best interests of the Village and its residents, to amend the rate of the Simplified Tax to 6%, as authorized by the Simplified Act, in the manner provided in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Amendment to Code of Ordinances Subsection 36.17(A). Subsection (A) of Section 36.17, titled "Imposition of Tax," of the La Grange Code of Ordinances is hereby amended in its entirety to read as follows:

**§ 36.17 Imposition of Tax.**

\* \* \*

(A) The act or privilege of originating in the Village or receiving in the Village intrastate telecommunications by a person at a rate of 6% of the gross charge for such telecommunications purchased at retail by such person. To prevent actual multi-municipal taxation of the act or privilege that is subject to taxation under this subsection, any taxpayer, upon proof that the taxpayer has paid a tax in another municipality on that event, shall be allowed a credit against any tax enacted pursuant to or authorized by this subchapter to the extent of the amount of the tax properly due and paid in the other municipality that was not previously allowed as a credit against any other municipal tax.

Section 3. Effective Date. This Ordinance shall be in full force and effect after its passage and approval in the manner provided by law, except that the increased Simplified Tax rate of 6% will take effect for all gross charges billed by telecommunications retailers on or after January 1, 2016.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns

VILLAGE OF LA GRANGE  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DISCONTINUING THE TAX ON PLACES FOR EATING  
AND REPEALING ARTICLE 7 OF CHAPTER 36  
OF THE LA GRANGE CODE OF ORDINANCES  
RELATED TO THAT TAX

WHEREAS, the Village of La Grange in 2014 enacted a modest tax on places for eating under Section 11-42-5 of the Illinois Municipal Code, 65 ILCS 5/11-42-5, (the "*Food and Beverage Tax*") to generate a portion of the revenue needed to sustain the appropriate level of Village services during the economic downturn; and

WHEREAS, the Board of Trustees of the Village of La Grange, having an alternative source of revenue, has determined that it is appropriate and in the best interests of the Village and its residents to discontinue the Food and Beverage Tax effective on July 1, 2015 and repeal Article 7 of Chapter 36 of the La Grange Code of Ordinances which governs the Food and Beverage Tax on that same date;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Discontinuance of Food and Beverage Tax. The Food and Beverage Tax authorized by Article 7 of Chapter 36 of the La Grange Code of Ordinances is discontinued as of May 1, 2015.

Section 3. Repeal of Article 7 of Chapter 36 of the Code of Ordinances. Article 7 of Chapter 36 of the La Grange Code of Ordinance is hereby repealed, effective on May 1, 2015.

Section 4. Effective Date. This Ordinance will be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this \_\_\_\_ of \_\_\_\_\_ 2015

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

6-C.9

VILLAGE OF LA GRANGE

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 51.82  
OF THE LA GRANGE CODE OF ORDINANCES  
RELATED TO THE USER RATE APPLICABLE  
TO THE VILLAGE'S MUNICIPAL SEWER SERVICE

WHEREAS, the Village of La Grange is considering numerous improvements to its storm sewer system in response to flooding that has occurred in the aftermath of several high-intensity rainfalls; and

WHEREAS, as part of the Village's mechanism for funding those infrastructure improvements while maintaining funds in the Village's budget for other important infrastructure improvements, public safety enhancements, and economic development initiatives, the Board of Trustees has considered numerous sources for increased revenue that would enable the issuance of bonds that are a required element of the funding mechanism; and

WHEREAS, the Board of Trustees of the Village of La Grange has determined that it is necessary and appropriate, and in the best interests of the Village and its residents, to amend the user rate for Village sewer service established in Section 51.82 of the La Grange Code of Ordinances, as provided in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, Cook County and State of Illinois, as follows:

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

Section 2. Amendment to Code of Ordinances Subsection 51.82(A). Subsection (A) of Section 51.82, titled "User Rate," of the La Grange Code of Ordinances is hereby amended to read as follows:

**§ 51.82 USER RATE.**

(A) The user rate is hereby established for the sewers provided by, and the use of the sewers provided by, the Village. The rate after May 1, 2015, is \$1.50 per 100 cubic feet of water purchased by the user, with a minimum charge of \$10.00 for each two-month billing period applied to all users whose water consumption does not exceed 600 cubic feet and with a minimum charge of \$5.00 for each one-month billing period applied to all users whose water consumption does not exceed 300 cubic feet.

6-C.10

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

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2015.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Thomas Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees and Village Attorney

FROM: Bob Pilipiszyn, Village Manager  
Ryan Gillingham, Public Works Director  
Lou Cipparrone, Finance Director

DATE: April 13, 2015

RE: **ORDINANCE – PROPOSED INCREASE IN THE VILLAGE’S WATER RATE**

---

The Water Fund was established as an enterprise fund to finance the cost of operating, maintaining, and replacing the Village’s water distribution system. Our goal is to maintain Water Fund reserves at about 50% of operating expenses.

It has been a longstanding Village policy to “pass on” water rate increases from the Village of McCook which supplies Lake Michigan water to the Village. McCook receives Lake Michigan water directly from the City of Chicago. In 2011, the City of Chicago announced water rate increases in the amounts of 25%, 15%, 15% and 15% over a four period years starting on January 1, 2012. The City of Chicago has indicated that these rate increases will be used to fund various capital improvements to its water treatment and transmission facilities. This is the fourth, and last year of this series of known water rate increases from the City of Chicago.

A water rate increase in the amount of 7.5% is included in the proposed budget effective May 1, 2015. Revenues from this proposed rate increase will be used for the following purposes: 1) fund ongoing operations including the water rate increase from the City of Chicago, 2) remain active with the replacement of water mains as part of the neighborhood street replacement program, 3) replace mains where known deficiencies exist within the system, and 4) rebuild/maintain reserves.

Please note the Village rate increases are significantly less than the City of Chicago rate increases as they are primarily applied to the cost of the water purchased in the Water Fund, which is just one component of the total expenses for providing water to residents.

It is estimated that the 7.5% increase, effective May 1, 2015 will cost homeowners approximately \$65 annually. Pursuant to prior direction from the Village Board, we will evaluate future Village water rate increases, one year at a time, pending actual rate increases from McCook and Chicago.

Sewer service fees are based on the cubic feet of water used by a property owner multiplied by a separate sewer rate. Therefore, an increase in the water rate does not affect sewer revenues.

Attached is an ordinance which increases La Grange's existing water rates by 7.5% from \$7.62 per one hundred cubic feet to \$8.19 per one hundred cubic feet, effective May 1, 2015. We recommend that the attached ordinance be approved.

ORDINANCE NO. O-15-\_\_\_\_\_

AN ORDINANCE AMENDING  
CHAPTER 52/WATER SERVICE  
OF THE LA GRANGE CODE OF ORDINANCES

Published in pamphlet form by the authority of the Board of Trustees of the Village of La Grange, County of Cook, Illinois and legally, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, County of Cook, State of Illinois, that its Code of Ordinances be amended as follows:

SECTION 1: That Section 52-72, 'Water Rates, of Chapter 52, WATER SERVICE, of the La Grange Code of Ordinances, as amended, be further amended by adding thereto:

(a) (Rates based on actual consumption)

(1) Low to normal users. The rates for water supplied by the Village, except for water used in building construction work shall be as follows for water used and billed in each bi-monthly period:

- a. Minimum charge per meter (600 cubic feet) ..... \$54.56
- b. All over 600 cubic feet, per 100 cubic feet ..... \$8.19

(2) High water users. The rates for water supplied by the Village, except for water used in building construction work, for all accounts with an average monthly water usage in excess of three thousand, three hundred, thirty three (3,333) cubic feet, shall be as follows for water used and billed in each monthly period:

- a. Minimum charge per meter (300 cubic feet) ..... \$27.28
- b. All over 300 cubic feet, per 100 cubic feet ..... \$7.62

SECTION 2: That all other provisions of said Chapter 52 shall remain in full force and effect.

SECTION 3: This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

TO: Village President, Village Clerk, Board of Trustees,  
Village Attorney and Village Comptroller

FROM: Bob Pilipiszyn, Village Manager,  
Lou Cipparrone, Finance Director,  
Joe Munizza, Assistant Finance Director

DATE: April 13, 2015

RE: **RESOLUTION — APPROVING THE FY 2015-16 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET**

---

Tonight, the Village Board is considering adoption of the Village's annual Operating and Capital Improvements Budget for the fiscal year beginning May 1, 2015. The budget is the Village's most important policy document as it sets forth the Village's spending priorities over the next 5 years and how those priorities will be funded. Numerous budget discussions were held over the past seven months to develop this final budget document and 5-year financial plan. In addition, a public hearing was held earlier this evening to provide residents with an opportunity to comment on the proposed budget document.

The Village continued with its practice of conducting pre-budget development workshops. These workshops are designed to provide the Village Board with an opportunity to more thoroughly discuss sensitive, complex and significant budget items in advance of the operational development of the Village budget.

Eight budget workshops were conducted between September 2014 through March 2015. From these workshop discussions, the final FY 2015-16 budget has been built with several key Village Board priorities in mind. The areas of priority include 1) infrastructure improvements, 2) public safety and 3) economic development. In order to advance these specific areas of importance, several revenue enhancements were necessary.

At the conclusion of these capital planning and budget discussions, the Village Board reached a consensus agreement on a funding plan which in the aggregate would enable the Village to address its critical sewer infrastructure needs through bonding, as well as fund operational priorities to enhance public safety and economic development. Building on the Village's retail strength, the principal revenue source as agreed to by a consensus of the Village Board to fund these priorities was an increase the Village's Non-home Rule Sales Tax from 0.25% to 1.0%. However, increasing this tax required voter approval by local residents.

Consequently, the residents of the Village of La Grange had the opportunity to vote on the question whether to increase the local sales tax by 0.75%. To assist Village residents with the decision-making process, the Village prepared two budget documents for the fiscal year starting May 1, 2015 — a “maintenance” budget and a “referendum” budget. The “maintenance” budget was a continuation of the Village’s current level of operations, with conservative pay-as-you-go funding for capital projects and infrastructure improvements. The “maintenance” budget included additional revenues earmarked for infrastructure improvements to the Village’s sewer system, but did not include increased local sales tax revenue. Those additional revenues are increases in the Village’s utility and telecommunication taxes, and an increase in the Village’s sewer rate. The “maintenance” budget did not include funds sufficient (i) to support debt service payments for sewer infrastructure improvements for approximately four years; (ii) to implement the proposed scope of sewer improvements; or (iii) to allocate additional revenue to enhance public safety and economic development.

The “referendum” budget included the additional revenues programmed under the “maintenance budget” and also included the estimated revenue generated by the 0.75% increase in the local sales tax.

On Tuesday, April 7, 2015 the residents of the Village of La Grange approved the ¾% increase in the Village’s Non-home rule sales tax. As such, the Village is presenting the referendum budget for adoption, which includes funds targeted at the three previously-mentioned key and strategic priorities for the Village -- infrastructure improvements, public safety and economic development.

Based on the overall direction provided by the Village Board as described above, coupled with continued administration of the Village’s comprehensive and multi-year cost containment plan, the proposed referendum budget projects a balanced budget (surplus) for each the next five years in the General Fund. Reserves continue to remain above our minimum target range of 50% in each year of the financial plan.

Although the Village’s operating budget has been impacted by fiscal containment efforts, capital expenditures of approximately \$10.1 million remain budgeted in FY 2015-16. This total consists of \$4.5 million in sewer improvements; \$2.7 million in street resurfacing and pedestrian safety improvements; \$1.6 million for water pumping station improvements; \$385,000 for additional Stone Avenue Station renovations; \$300,000 for tree planting and removal due to the Emerald Ash Borer; \$400,000 for debt service related to the residential streetlight and sewer improvements bonds; and approximately \$100,000 in miscellaneous public improvements and major maintenance activities.

The Village is able to maintain this progressive capital improvements plan primarily due to grant funding secured through State agency appropriations and State capital bill, and Federal stimulus monies. Over the past five years, the Village has secured approximately \$7.9 million in grants to fund over \$11.6 million of capital projects and operational activities and equipment, that either

would not have been possible or would have been implemented at the sole expense of La Grange taxpayers.

Please find attached a resolution approving the Village Referendum budget for FY 2015-16. Only the FY 2015-16 operating and capital improvement budget is required to be adopted tonight. Subsequent fiscal year budgets through FY 2019-20 are presented for informational purposes. The five year projections provide a comprehensive planning tool for forecasting revenues and expenditures for future years, in order to maintain the Village's strong financial position over the long term.

In summary, the proposed budget is a responsible budget. It is one that is balanced between controlled spending in order to be sensitive to taxpayers while at the same time investing in community priorities and thus maintaining the vitality of our community.

Because of the timing between the consolidated election and preparation of the agenda packet, there is no final budget document attached to this report. However, because no changes were made to the draft "referendum" budget at the budget workshop on March 14<sup>th</sup>, that document will become the final budget document that we will file with Cook County later this month. We ask that the Village Board and department heads retain their "referendum" budget for use and reference throughout the coming fiscal year.

We recommend that the attached resolution, adopting the FY 2015-16 Operating and Capital Improvements Budget, be approved.

filename:users/finance/budget resolution 15-16.brd

6-E.2

VILLAGE OF LA GRANGE  
A RESOLUTION ADOPTING THE FY 2015-16 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET

RESOLUTION R-15-\_\_\_\_\_

BE IT RESOLVED that the President and Board of Trustees of the Village of La Grange adopt the FY 2015-16 Operating and Capital Improvements Budget as set forth in the budget documents as attached hereto and made a part hereof.

Adopted this 13<sup>th</sup> day of April, 2015, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved by me this 13<sup>th</sup> day of April, 2015

\_\_\_\_\_  
Thomas E. Livingston, Village President

ATTEST:

\_\_\_\_\_  
John Burns, Village Clerk

6-E.3

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees and Village Attorney

FROM: Bob Pilipiszyn, Village Manager  
Lou Cipparrone, Finance Director  
Mark Burkland, Village Attorney

DATE: April 13, 2015

RE: **ORDINANCE – AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,500,000 FOR THE PURPOSE OF PAYING THE COSTS OF MAKING CERTAIN IMPROVEMENTS TO THE VILLAGE’S SEWER SYSTEM (SAID BONDS BEING GENERAL OBLIGATIONS BONDS FOR WHICH REAL PROPERTY TAXES, UNLIMITED AS TO RATE OR AMOUNT, MAY BE LEVIED, BUT WHICH ARE EXPECTED TO BE PAID FROM SALES TAXES AND UTILITY TAXES ON ELECTRICITY, GAS AND TELECOMMUNICATIONS)**

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**BACKGROUND**

The FY 2015-16 Village budget includes a funding plan which enables the Village to address critical sewer infrastructure needs through bonding, as well as fund operational priorities to enhance public safety services and economic development efforts. The funding plan includes increases in the Village’s Non-Home Rule sales tax to 1% (which was approved by voter referendum at the April 7, 2015 consolidated election); gas and electric utility taxes to 5%; Telecommunication tax to 6%; and sewer rate to \$1.50 per 100 cubic feet. The funding plan also includes the repeal of the 1% Food & Beverage tax.

The revenue enhancements included in the funding plan will generate sufficient revenues to support a \$14.5 million bond issue to fund construction of: 1) 50<sup>th</sup> Street relief storm sewer, 2) lateral sewer to depression area #5, and 3) a flood wall on Brainard Avenue.

The scope, details and funding for the projects were discussed through a series of pre-budget development workshops beginning in September 2014 and which continued through February 2015.

In order to proceed with the issuance of the proposed general obligation alternate revenue bonds, the Village Board approved the engagement of Kane, McKenna, Capital, Inc. as financial consultants and Chapman and Cutler LLP as bond counsel at the March 9, 2015 Village Board meeting. In addition, the Village Board approved the various revenue components of the funding plan earlier this evening (at the April 13, 2015 meeting) to provide funding for the annual debt service requirements (principal and interest payments) for the bond issue.

### **BOND ISSUE**

A general obligation alternate revenue bond issue has been proposed as the most cost-effective funding source for construction of the sewer improvements. In terms of cost, the bond market does not significantly differentiate between a general obligation alternate revenue bond and a voter approved general obligation bond for the purpose of determining interest rates.

General obligation bond issues generally require a public referendum because general obligation bonds rely on a future commitment of increased property taxes as the funding source for a designated expenditure or project.

General Obligation Alternate Revenue Bonds (Alternate Bonds) pledge a specific revenue source or sources (Non-Home Rule Sales Tax/Utility Tax/Telecommunication Tax) and carry the full faith and credit of the Village, acting as additional security for investors. The full faith and credit pledge by the Village authorizes Cook County to annually extend taxes for the Alternate Bonds unless an abatement ordinance is annually passed by the Village Board and filed with the Cook County Clerk, stating that sufficient pledged revenues are available to provide for the annual debt payment for a specific tax levy year, is received. This is the same abatement process the Village currently follows for the 1998 alternate revenue Streetlight Bonds and 2012 alternate revenue Water Bonds.

Although the funding sources for payment of the Alternate Bonds are expected to come from the General Fund (amounts from the Non-Home Rule Sales Tax/Utility Tax/Telecommunication Tax) and Sewer Fund revenues, sufficient General Fund revenues are available to pledge as the alternate funding source for the entire bond issue.

When Alternate Revenue Bonds are proposed as a funding source, state statutes enable a modified-form of public referendum to be pursued by taxpayers, which is called a "backdoor referendum." A backdoor referendum provides that if 7.5% or more of registered voters (approximately 750 residents) file a petition in connection with the issuance of the Alternate Bonds, within 30 days of publication of the authorizing bond ordinance and related notice, this satisfies a legal requirement to place the question of issuing the alternate bonds on the next general election ballot (March, 2016) for voter approval.

In order to meet legal requirements, the next step in the bond issue process is to adopt the attached ordinance authorizing the issuance of bonds, and publish together with the ordinance, the notice of intent to issue bonds with the right to file petition. The authorizing ordinance and notice of intent will notify the public of the Village intent to issue bonds, purpose for the bonds and the bond issue size; and begins the 30 day waiting period for the backdoor referendum period.

If the authorizing ordinance is approved, official petition forms will be available to be picked up in the Village Clerk's office as of April 22, 2015 the publication date of the authorizing ordinance and notice of intent with right to file a petition. A notarized petition, along with the required signatures and addresses, must be turned in to the Village Clerk's Office no later 30 days after the publication date.

A timeline, prepared by Kane, McKenna which details key dates pertaining to the bond issue is attached for your review. The timetable reflects no petitions being received, with bonds being issued in early August. We have asked our financial consultants, Phil McKenna, Partner, Kane, McKenna Capital, Inc. and Mr. Kelly Kost, Partner, Chapman and Cutler LLP, to attend the April 13, 2015 Village board meeting to answer any questions or concerns from the Village Board.

### **RECOMMENDATION**

Staff recommends approval of the attached ordinance authorizing the issuance of General Obligation Alternate Revenue Bonds to fund sewer improvements. If approved, the authorizing ordinance together with the notice of intent to issue bonds and right to file a petition will be published in the April 22, 2015 issue of the Suburban Life newspaper. The publication of these documents begins the 30 day waiting period for the backdoor referendum period.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE authorizing the issuance of General Obligation Bonds (Alternate Revenue Source) by the Village of La Grange, Cook County, Illinois, in an aggregate principal amount not to exceed \$14,500,000 for the purpose of paying the costs of making certain improvements to the Village's sewer system.

\* \* \*

WHEREAS, the Village of La Grange, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended; and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has determined that it is advisable, necessary and in the best interests of the Village to pay the costs of making improvements to the Village's sewer system, including (without limitation) construction of the 50th Street relief storm sewer, a lateral sewer to depression area number 5, and a flood wall on Brainard Avenue (the "*Project*"), in accordance with the preliminary estimate of costs heretofore approved by the Board and now on file in the office of the Village Clerk; and

WHEREAS, the estimated costs of the Project, including legal, financial, bond discount, printing and publication costs, and other expenses, will not exceed \$14,500,000 and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is necessary and for the best interests of the Village that the Project be undertaken and, in order to finance the cost of the Project it will be necessary for the Village to issue up to \$14,500,000 alternate bonds (the "*Alternate Bonds*"), being general obligation bonds payable from all collections distributed to the Village from (a) those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, (b) municipal utility taxes on electricity and

gas imposed pursuant to Division 11 of Article 8 of the Illinois Municipal Code, and (c) telecommunications taxes imposed pursuant to the Simplified Municipal Telecommunications Tax Act, each as supplemented and amended from time to time or substitute taxes therefor as provided by the State of Illinois or the Village in the future, as authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, if the above-mentioned revenue sources are insufficient to pay the Alternate Bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Alternate Bonds:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of La Grange, Cook County, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

*Section 2. Determination to Issue Bonds.* It is necessary and in the best interests of the Village to undertake the Project, in accordance with the estimates as hereinabove described, and there are hereby authorized to be issued and sold the Alternate Bonds in an aggregate principal amount not to exceed \$14,500,000.

*Section 3. Publication.* This Ordinance, together with a notice in the statutory form (the "Notice"), shall be published once within ten (10) days after passage hereof by the Board in the *Suburban Life*, the same being a newspaper of general circulation in the Village, and if no petition, signed by 756 electors of the Village (being equal to 7.5% of the registered voters in the Village) asking that the issuance of the Alternate Bonds be submitted to referendum is filed with

the Village Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued.

*Section 4. Additional Ordinances.* If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Alternate Bonds, prescribing all the details of the Alternate Bonds, so long as the maximum amount of the Alternate Bonds, as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Alternate Bonds, under applicable law.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

*Section 6. Repealer.* 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.

ADOPTED by the President and Board of Trustees on April 13, 2015.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED on April 13, 2015

\_\_\_\_\_  
President, Village of La Grange,  
Cook County, Illinois

RECORDED in the Village Records on April 13, 2015.

ATTEST:

\_\_\_\_\_  
Village Clerk, Village of La Grange,  
Cook County, Illinois

**NOTICE OF INTENT TO ISSUE ALTERNATE BONDS  
AND RIGHT TO FILE A PETITION**

Notice is hereby given that pursuant to Ordinance No. \_\_\_\_\_, adopted April 13, 2015 (the "*Ordinance*"), the Village of La Grange, Cook County, Illinois (the "*Village*"), intends to issue its General Obligation Bonds (Alternate Revenue Source) (the "*Bonds*") in the principal amount of not to exceed \$14,500,000, for the purpose of paying the costs of making certain improvements to the Village's sewer system. The revenue sources that will be pledged to the payment of the principal of and interest on the Bonds will be all collections distributed to the Village from (a) those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, (b) municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Illinois Municipal Code, and (c) telecommunications taxes imposed pursuant to the Simplified Municipal Telecommunications Tax Act, each as supplemented and amended from time to time or substitute taxes therefor as provided by the State of Illinois or the Village in the future. If these revenue sources are insufficient to pay the Bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Bonds. A complete copy of the Ordinance follows this notice.

Notice is hereby further given that if a petition, signed by 756 or more electors of the Village (being equal to 7.5% of the registered voters in the Village) asking that the issuance of the Bonds be submitted to referendum is filed with the Village Clerk of the Village within thirty (30) days after the publication of the Ordinance and this notice, the question of the issuance of the Bonds shall be submitted to the electors of the Village at the general primary election to be held on the 15th day of March, 2016. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended.

By order of the President and Board of Trustees of the Village of La Grange, Cook County, Illinois, this 13th day of April, 2015.

/s/ John Burns

\_\_\_\_\_  
Village Clerk, Village of La Grange,  
Cook County, Illinois

\_\_\_\_\_  
Note to Publisher: Please be certain that this notice appears over the name of the Village Clerk.

6-F.7

PETITION

To the Village Clerk of the Village of La Grange, Cook County, Illinois:

We, the undersigned, being registered voters of the Village of La Grange, Cook County, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of Cook, Illinois, and submitted to the electors of said Village at the next election at which said proposition may be submitted lawfully to the voters of said Village:

“Shall the Village of La Grange, Cook County, Illinois, pay the costs of improving the Sewerage system of said Village, as provided for by Ordinance No. \_\_\_\_\_, and issue its general obligation alternate bonds to the amount of not to exceed \$14,500,000 (said bonds being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from all collections distributed to the Village from (a) those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers’ Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, (b) municipal utility taxes on electricity and gas imposed pursuant to Division 11 of Article 8 of the Illinois Municipal Code, and (c) telecommunications taxes imposed pursuant to the Simplified Municipal Telecommunications Tax Act, each as supplemented and amended from time to time or substitute taxes therefor as provided by the State of Illinois or the Village in the future)?”

SIGNATURE

ADDRESS

\_\_\_\_\_, La Grange, Cook County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City, Village or Town), \_\_\_\_\_ County, \_\_\_\_\_ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

(NOTARY SEAL)

6-F, 8

Timetable

**Village of LaGrange  
Cook County, Illinois**

**General Obligation Bonds (Alternate Revenue Source)  
Series 2015**

<u>Task</u>	<u>Responsibility</u>	<u>Timing</u>
1) Bond Authorizing Ordinance Provided to Village Board	VIL, BC	Week of April 6
2) <b>Consideration of Bond Authorizing Ordinance by Village Board (and Revenue Bond Ordinance if necessary)</b>	<b>VIL</b>	<b>April 13</b>
3) Assemble information needed for Official Statement	VIL, KMC	Week of April 20
4) Publication of Authorizing Ordinance and Notice of Intent	VIL	April 22
5) First draft of Preliminary Official Statement	KMC	May 1
6) Comments on first draft of Preliminary Official Statement	All Parties	May 8
7) Selection of Bond Registrar/Paying Agent/ Auction method	VIL	May 8
8) Second draft of Preliminary Official Statement and first draft of Ordinance	KMC	May 22
9) Back door referendum period expires	VIL	May 22
10) Refine sizing of the issue	VIL, KMC	May 22
11) Publication of Notice of BINA Hearing	VIL	May 27

CODE: VIL = Village of LaGrange  
 VC = Holland & Knight  
 BC = Chapman and Cutler LLP  
 KMC = Kane, McKenna Capital, Inc.  
 UW = [TBD]

<u>Task</u>	<u>Responsibility</u>	<u>Timing</u>
12) Comments on second draft of Preliminary Official Statement and first draft of Ordinance	All Parties	May 29
<b>13) Post Notice for BINA Hearing(a)</b>	<b>VIL</b>	<b>June 4</b>
<b>14) BINA Hearing</b>	<b>VIL, KMC</b>	<b>June 8</b>
15) Provide final comments to Preliminary Official Statement, Feasibility Report And Bond Ordinance	All Parties	Week of June 8
16) Meeting with Rating Agency	VIL, KMC	Week of June 13
17) Distribute Near Final Preliminary Official Statement	KMC	Week of June 15
18) Receive rating	VIL, KMC	Week of June 22
19) Draft Bond Ordinance Provided to Board	VIL	Week of June 29
20) Bond Sale	VIL, UW, KMC	July 13
<b>21) Consideration of Bond Ordinance by Village Board</b>	<b>VIL</b>	<b>July 13</b>
22) Run final debt service schedules and distribute to all parties	UW	July 13
23) President signs Bid Form/Bond Purchase Agreement	VIL	July 13
24) Distribute draft of final Official Statement	KMC	July 13
25) Distribute closing documents	BC	Week of July 20
26) Prepare for Closing	All Parties	Weeks of July 27 and August 3
27) Closing	All Parties	August 4

CODE:      VIL    =    Village of LaGrange  
               VC     =    Holland & Knight  
               BC     =    Chapman and Cutler LLP  
               KMC   =    Kane, McKenna Capital, Inc.  
               UW     =    [TBD]

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

TO: Village President, Village Clerk  
Board of Trustees and Village Attorney

FROM: Bob Pilipiszyn, Village Manager  
Lou Cipparrone, Finance Director  
Mark Burkland, Village Attorney

DATE: April 13, 2015

RE: **RESOLUTION – EXPRESSING OFFICIAL INTENT REGARDING  
CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM  
PROCEEDS OF AN OBLIGATION TO BE ISSUED**

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A general obligation alternate revenue bond issue has been proposed as the most cost-effective funding source for sewer improvements. Pursuant to state statutes, the proposed bond issue is subject to a modified-form of public referendum to be pursued by taxpayers, which is called a “backdoor referendum.” The publication of the authorizing ordinance and related notice, which are also on the April 13, 2015 Village Board agenda, begins a 30-day petition period for the backdoor referendum. If a valid petition is filed with the Village Clerk, the question of the issuance of bonds would be submitted for voter approval at the next scheduled general election. If no valid petition is received, it is estimated that bonds will be issued in early August, 2015.

As the bonds will not be issued until August and preliminary engineering services for two sewer projects were authorized in February and March, 2015, the attached resolution will allow the Village to be reimbursed for sewer expenditures paid within 60 days prior to passage of the resolution, and additional expenditures incurred prior to the sale of the bonds. Mr. Kelly Kost, Partner, Chapman and Cutler LLP, will be in attendance at the April 3, 2015 Village board meeting to answer and questions or concerns from the Village Board.

Staff recommends adoption of the attached resolution authorizing reimbursement for certain capital expenditures from the proceeds of a subsequent bond issue.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of an obligation to be issued by the Village of La Grange, Cook County, Illinois.

\* \* \*

WHEREAS, the President and the Board of Trustees (the "*Corporate Authorities*") of the Village of La Grange, Cook County, Illinois (the "*Village*"), have developed a list of capital projects described in *Exhibit A* hereto (the "*Projects*"); and

WHEREAS, all or a portion of the expenditures relating to the Projects (the "*Expenditures*") (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the Village reasonably expects to reimburse itself for the Expenditures with the proceeds of an obligation:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the President and the Board of Trustees of the Village of La Grange, Cook County, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

*Section 2. Intent to Reimburse.* The Village reasonably expects to reimburse the Expenditures with proceeds of an obligation.

*Section 3. Maximum Amount.* The maximum principal amount of the obligation expected to be issued for the Projects is \$14,500,000.

*Section 4. Ratification.* All actions of the officers, agents and employees of the Village that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

6-G.1

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Repeal.* All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted April 13, 2015.

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President, Village of La Grange,  
Cook County, Illinois

Attest:

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Village Clerk, Village of La Grange,  
Cook County, Illinois

## EXHIBIT A

### DESCRIPTION OF CAPITAL PROJECTS

Certain capital improvements to the Village's existing sewer system, including (without limitation) construction of the 50th Street relief storm sewer, a lateral sewer to depression area number 5, and a flood wall on Brainard Avenue.

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