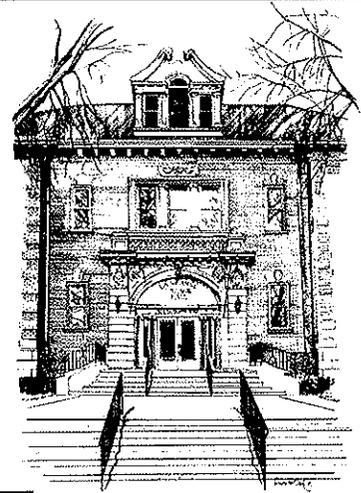


# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, JUNE 22, 2009

7:30 p.m.

BOOK 1 of 2

Village Hall Auditorium

53 S. La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Robert N. Milne  
Village Clerk

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING

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

AGENDA

Monday, June 22, 2009 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL  
*President Elizabeth Asperger*  
*Trustee Bill Holder*  
*Trustee Mike Horvath*  
*Trustee Kuchler*  
*Trustee Mark Langan*  
*Trustee Tom Livingston*  
*Trustee James Palermo*
  
2. PRESIDENT'S REPORT  
*This is an opportunity for the Village President to report on matters of interest or concern to the Village.*
  - A. Employee Recognition – Fire Lieutenant Bill Bryzgalski, 25 Years of Service
  
  - B. Employee Recognition – Police Department Unit Citation
  
3. PUBLIC COMMENTS REGARDING AGENDA ITEMS  
*This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*
  
4. 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 – Extension of Time Limitation for Planned Development – Village Bluffs, 400 East Elm Ave., Gallagher and Henry

- B. Resolution – Ratification of Collective Bargaining Agreement Between the Village of La Grange and IAFF Local No. 2338 (Fire Fighters and Fire Lieutenants)
- C. Award of Contract – 2009 & 2010 Tree Removal Program
- D. Construction Contract, MFT Resolution & Engineering Services Agreement – Central Business District Street Resurfacing Project
- E. Intergovernmental Agreement With The Village of Western Springs & MFT Resolution – Willow Springs Road Resurfacing Project
- F. Engineering Services Agreement & MFT Resolution – Neighborhood H Street Resurfacing Project
- G. Ordinance – Prevailing Wages
- H. Consolidated Voucher 090525
- I. Consolidated Voucher 090608
- J. Consolidated Voucher 090622
- K. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, May 11, 2009
- L. Minutes of the Village of La Grange Board of Trustees Special Meeting Monday, May 18, 2009

5. CURRENT BUSINESS

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

- A. Special Event – La Grange Art & Craft Fair: *Referred to Trustee Langan*

6. 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.*

7. 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.*

8. 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.*

9. TRUSTEE COMMENTS

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

10. 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.

**PRESIDENT'S REPORT**

VILLAGE OF LA GRANGE  
Fire Department

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager and  
David W. Fleege, Fire Chief

DATE: June 22, 2009

RE: **EMPLOYEE RECOGNITION – FIRE LIEUTENANT BILL  
BRYZGALSKI, 25 YEARS OF SERVICE**

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Fire Lieutenant Bill Bryzgalski has reached a milestone in his career with the Village. On July 2, 2009 he will have completed 25 years of service.

Bill began his fire service career with the La Grange Fire Department in July 1984. Prior to coming to La Grange, he worked full-time at the Chicago Heights Fire Department as a firefighter/paramedic for 5 years.

Bill has distinguished himself during his career. He was promoted to his present rank of Shift Lieutenant in July 1998. He also serves as the Fire Department Emergency Medical Service Coordinator, overseeing the Paramedic program. Bill is a Certified Paramedic, a Fire Officer II and has attained numerous other professional certifications. He has been very instrumental with his continued involvement in various Department activities, specifically as President of the La Grange Firefighters Pension Board and President of the La Grange Firefighters Union. Bill's shining achievement thus far was facilitating the Village's operational change from utilizing a contractual paramedic service to an in-house service delivery model, thereby creating the efficiency of dual-purpose fire personnel and saving tax payers about \$125,000 per year (beginning in 1999 when the in-house program became fully-operational). Leading by example, Bill was one of our first paramedics when the transition began in 1994.

Bill and his wife Phoebe have three children; Brian age 30, Becky age 23 and Jacob who is age 20.

Please join us in recognizing Fire Lieutenant Bill Bryzgalski for his 25 years of dedicated service to the Village of La Grange.

VILLAGE OF LA GRANGE  
Police Department

**BOARD REPORT**

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

FROM: Robert Pilipiszyn, Village Manager and  
Michael A. Holub, Chief of Police

DATE: June 22, 2009

RE: **EMPLOYEE RECOGNITION - POLICE DEPARTMENT UNIT  
CITATION**

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In recognition of the overall and superior performance surrounding the apprehension and arrest of an offender related to a home invasion and sexual assault incident that occurred in La Grange on February 10, 2009, we would like to formally acknowledge the active Police Department participants in this effort.

In the evening hours of Tuesday, February 10, 2009, a resident in the 1000 block of 7<sup>th</sup> Avenue answered a knock at her door and was surprised by a man who forced his way into her apartment and sexually assaulted her. Within minutes of a 911 call, Daniel Behning was apprehended and arrested. After positive identification the following day, charges were filed against Daniel H. Behning for home invasion, aggravated criminal sexual assault, aggravated robbery and unlawful restraint.

Several members of the La Grange Police Department will receive a Unit Citation commendation bar for their efforts in apprehending Daniel Behning. A Unit Citation is awarded to a group or team of employees who in concert have performed an exceptionally valuable act in the line of duty, including an investigation, tactical operation or other endeavor leading to a major arrest, a significant arrest, a key accomplishment in the area of crime prevention or community service.

Candidates are: *Sergeant Tom Cimbalista; Squad Leader Miles Odom; Officer Julie Burrell; Officer Jerry Moncivais; Investigator Dave Rohlicek; Investigator Rob Wardlaw; Telecommunications Operator Patti Borowitz; Telecommunications Operator Tom Perfect; Part-time Officer Joe McGuire; Part-time Officer James King; and Auxiliary Officer Alex Avalos.*

Having been indicted and arraigned, Daniel Behning remains in custody without bond and is awaiting trial.

We recommend that the Village Board recognize the Police Department employees named above for their dedication and exemplary service to the Village of La Grange.

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

FROM: Robert Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Director  
Angela M. Mesaros, Assistant Community Development Director

DATE: June 22, 2009

RE: **ORDINANCE - EXTENSION OF TIME LIMITATIONS FOR PLANNED  
DEVELOPMENT - Village Bluffs, 400 East Elm Ave., Gallagher and Henry.**

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On November 28, 2005, the Village Board approved a special use permit and planned development final plan for a project called "Village Bluffs" at 400 East Elm Avenue. The project proposal was to redevelop the property with two multiple family residential buildings with 48 units in each building (96 total units). The approvals were limited to one year by the Zoning Code, unless construction had begun within that one-year period.

The original developer of the Project did not secure a building permit or begin construction of the project within the one-year limitation period. In July 2007, a new developer, Gallagher and Henry, purchased the property from the original developer. They filed an application with the Village for a major adjustment to the approved planned development final plans. At that time, the Village Board approved the new plans and at the same time extended the expiration date to July 31, 2008.

Due to the condominium market conditions in 2008, Gallagher and Henry requested an extension of the expiration date for another year. As permitted by the Zoning Code, the Village Manager once again granted a one-year extension.

As the extension will soon expire again, Gallagher and Henry have indicated that they are still interested in pursuing the Project as approved as soon as economic conditions allow. However, the present economic situation is not the appropriate time to commence a project of this magnitude. In furtherance of this effort, Gallagher and Henry have indicated that building plans are ready for review; civil engineering is complete and to a large degree accepted by our consulting engineer; and a remediation plan has been approved by the Illinois Environmental Protection Agency.

Because it is still the case that no building permit has been issued for the Project, and construction has not commenced on the Project within the one-year time limitations, the approvals for the Project will expire on July 31, 2009.

4-A

On May 12, 2009, the Plan Commission held a public hearing on this matter (see Findings of Fact). At the public hearing, Chairman Randolph summarized the previous development approvals and the petitioner presented the current application, including a comparison of the original plans with the revised plans approved by the Village Board in 2007.

At the public hearing, two residents appeared and asked questions about traffic patterns, height and scaling of this project. Chairman Randolph stated that the Village has thoroughly examined these issues at previous public hearings and the Village Board approved the current plans in 2007. It was further stated that copies of the traffic study, marketing report, and findings of fact are available for review at the Community Development department offices.

The motion to recommend that the extension be granted as requested passed: six (6) ayes to zero (0) nays with one (1) Commissioner absent. Plan Commission members cited the following facts for voting in favor of this application: Economics are an overwhelming factor in the delay of construction; the Village Board through public hearings has previously approved the project, and Gallagher and Henry have been progressing normally towards securing building permits for this Project.

Staff concurs with the recommendations of the Plan Commission. With the assistance of the Village Attorney, Staff has prepared the attached ordinance authorizing the modification of time limitations on development approval for the extension of time to July 31, 2010, for your consideration.

4-A.1

VILLAGE OF LA GRANGE

ORDINANCE NO. O-09-\_\_\_\_\_

AN ORDINANCE FURTHER AMENDING ORDINANCE NO. O-05-38  
AND APPROVING AN EXTENDED TIME LIMITATION  
FOR THE PROJECT KNOWN AS VILLAGE BLUFFS  
AT 400 EAST ELM AVENUE

WHEREAS, in November 2005, the Board of Trustees of the Village of La Grange approved, by La Grange Ordinance No. O-05-38 (the "Approval Ordinance"), a special use permit, a planned development, and related relief for a multiple family residential development known as "Village Bluffs" on the property commonly known as 400 East Elm Street and legally described in Exhibit A attached to and by this reference incorporated into this Ordinance (the "Project"); and

WHEREAS, by La Grange Ordinance No. O-07-20, the Board of Trustees approved certain amendments to the Approval Ordinance to extend certain time limitations and approve certain plan modifications; and

WHEREAS, the current property owner has not received a building permit or commenced construction of the Project within the applicable one-year limitation period; and

WHEREAS, the property owner has filed an application with the Village for an amendment to the Approval Ordinance to extend the time limitation for commencement of the Project (the "Application"); and

WHEREAS, the Zoning Code provides, in Section 14-508, authority for the Board of Trustees to modify the time limitation for commencement of the Project; and

WHEREAS, the President and Board of Trustees have reviewed all of the facts and circumstances related to the Project and have determined that the Application satisfies the application standards for a modification of the time limitation applicable to the Project and approval of a major adjustment to the approved final plan;

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. Amendment of Approval Ordinance (La Grange Ordinance No. O-05-38). The Approval Ordinance (La Grange Ordinance No. O-05-38) as previously amended by La Grange Ordinance No. O-07-20 shall be, and it is hereby, further amended by amending Section 5.5 in its entirety so that Section 5.5 will hereafter be and read as follows:

4-A.2

Section 5.5. Modification of Time Limitations on Approvals. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 14-508 of the Zoning Code, hereby modify the provisions of the Zoning Code that establish a time limitation on the approvals granted by this Ordinance so that those time limitations are extended to, and shall expire on, July 31, 2010. Except for the extension of time to July 31, 2010, the provisions of the Zoning Code being modified by this Ordinance remain in full force and effect.

Except only to the extent provided in this Section 2, the provisions of the Approval Ordinance (La Grange Ordinance No. O-05-38) are and shall remain in full force and effect.

Section 3. Conditions on Approvals. The approval of an extension of time in Section 2 of this Ordinance is granted expressly subject to the following conditions:

- A. Compliance with Conditions of Approval Ordinance. The Applicant shall fulfill and abide by all terms and conditions set forth in the Approval Ordinance, including but not limited to all conditions set forth in Section 6 of the Approval Ordinance.
- B. Compliance with Approved Revised Final Plan. The Applicant shall undertake development of the Project in strict compliance with the Approved Revised Final Plan.

Section 4. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the rescission by the Board of Trustees of the approvals made in this Ordinance.

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2009.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert N. Milne, Village Clerk

## EXHIBIT A

### LEGAL DESCRIPTION OF VILLAGE BLUFFS PROPERTY

Block 6 in E.S. Badger's Subdivision of that part (except railroad) of the southeast 1/4 of Section 4, Township 38 North, Range 12 east of the Third Principal Meridian, lying east of Bluff Avenue (except 2 acres lying east of the center line of Bluff Avenue and West of the westerly line of the right of way of the Chicago Junction Railroad Company), the North line of said 2 acres being parallel to the center line of 47<sup>th</sup> Street, and except land owned by the Village of La Grange described as follows, to wit:

Beginning at the southwest corner of Cossitt and East Avenue; thence west along the south line of Cossitt Avenue, 259.6 feet; thence south on a line parallel to the west line of East Avenue, 275 feet; thence East on a line parallel to the south line of Cossitt Avenue, 259.6 feet to the point beginning, all in Cook County, Illinois.

4-14-4

## FINDINGS OF FACT

### PLAN COMMISSION OF THE VILLAGE OF LA GRANGE

President Asperger and  
Board of Trustees

May 12, 2009

**RE: PLAN COMMISSION CASE #190-EXTENSION OF DEVELOPMENT  
ENTITLEMENTS FOR A ONE YEAR PERIOD TO ALLOW CONSTRUCTION OF  
A RESIDENTIAL CONDOMINIUM BUILDING, 400 E. Elm, Gallagher & Henry**

We transmit for your consideration the recommendations adopted by the Plan Commission of the Village of La Grange on the proposed extension of entitlements for construction of a residential condominium building at 400 E. Elm.

**I. THE APPLICATION:**

The Petitioner, Gallagher and Henry, seeks to extend the time limitations for securing a building permit in order to construct two multiple family buildings at 400 E. Elm Avenue.

**II. THE PUBLIC HEARING:**

After due notice, in accordance with law, the Plan Commission held a public hearing on May 12, 2009, in the La Grange Village Hall Auditorium. Present were Commissioners Kardatzke, Paice, Reich, Weyrauch, and Williams with Chairman Randolph presiding. Also present were Community Development Director Patrick D. Benjamin, and Assistant Community Development Director Angela M. Mesaros, and Village Trustees Mark Langan and Bill Holder.

Chairman Randolph introduced the project and swore in the petitioner, Terry Woolums and John Gallagher of Gallagher and Henry, and their architect John Talty, who presented the application.

- Mr. Talty compared and contrasted the original Planned Development plans with the revisions that were approved by the Village Board. Changes to the original site plans and elevations as presented include site orientation, entryways, main access into garages, reworking of units and parking within the building; the building footprints would remain the same. In addition, the façade would have improved materials, including brick masonry and stone, reduction of scale by new elements in design.
- The petitioners stated that they intend to vacate Elm in the future in order to create additional parking spaces.

There were no questions from the Commissioners.

4-14.5

Chairman Randolph solicited questions and comments from the Audience:

- Greg Mino, 228 Bluff, who lives on 9<sup>th</sup> Avenue, stated that he is concerned about traffic patterns and the height of the project.
- Chairman Randolph stated that all the issues have been thoroughly vetted at previous Plan Commission hearings several years ago. The application for the original PUD included a traffic study and dialogue regarding height. The Findings of Fact and Minutes from these meetings are available at the Community Development Department. The purpose of tonight's meeting is to determine whether to allow the petitioner additional time to construct due to economic conditions today.
- Mike Federly, resident at the corner of Maple and Bluff, asked if the marketing strategy had changed to a different group of people in this economy. He was concerned that this might result in increased numbers of families and small children. The petitioner stated that the marketing remains to empty nesters and young professionals with very few families.

There being no further questions or comments from the Audience, Chairman Randolph closed the public participation portion of the public hearing.

Chairman Randolph solicited comments from Commissioners:

- Chairman Randolph stated that economics are an overwhelming factor in the delay of the construction.
- Commissioner Kardatzke stated that the project has already been approved through previous public hearings and that the petitioner has already made concessions. He further stated that he understands that the delay in this project is the result of the economic times.
- Commissioner Reich stated that he sees no reason not to recommend approval for an extension of time; he is familiar with the current condominium market.

There being no further questions or comments from the Audience or the Commissioners, a motion was made by Commissioner Reich, seconded by Commissioner Kardatzke, that the Plan Commission recommend to the Village Board approval of the application for extension of the planned development approval with PC case #190.

Motion Carried by a roll call vote:

AYE: Kardatzke, Paice, Reich, Weyrauch, Williams and Chairman  
Randolph.  
NAY: None.  
ABSENT Nowak.

BE IT THEREFORE RESOLVED that the Plan Commission recommend to the Village Board of Trustees approval of an amendment to the Village Bluffs Planned Development to extend the time limitations for securing a building permit, commencing construction, to July 31, 2010, with the possibility that the Village Manager may grant additional time subject to the limitations of Subsection 13-101L for the property legally described in Plan Commission Case #190 and commonly referred to as 400 E. Elm Avenue.

Respectfully Submitted

PLAN COMMISSION OF THE  
VILLAGE OF LA GRANGE



Stephen Randolph, Chairman

4-A-7

VILLAGE OF LA GRANGE  
Community Development Department

**MEMORANDUM**

TO: Plan Commissioners

FROM: Patrick D. Benjamin, Community Development Director  
Angela M. Mesaros, Assistant Director, Community Development

DATE: May 12, 2009

**RE: EXTENSION – PLANNED UNIT DEVELOPMENT ORDINANCE O-05-38,  
400 East Elm Avenue, Gallagher and Henry.**

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As you may recall, in November 2005, the Village Board approved a special use permit, a planned development, site plans, and other relief for the Village Bluffs condominium project at 400 East Elm. The approved site plan consisted of two buildings with 48 units each, a total of 96 residential units. As required by the Zoning Code, the approvals were limited to one year. The Village Manager extended these time limits by one year under Subsection 13-101L of the Zoning Code. The original developer of the Project did not secure a building permit or begin construction of the project within the one-year limitation period.

In July 2007, a new developer, Gallagher and Henry, purchased the property from the original developer. At that time, they filed an application with the Village for a major adjustment to the approved planned development final plans. The Village Board approved the new plans and at the same time extended the expiration date to July 31, 2008. (See attached appearance and site plans dated June 7, 2007.)

Due to the condominium market conditions, Gallagher and Henry requested an extension of the expiration date for another year. As permitted by the Zoning Code, the Village Manager once again granted a one-year extension to July 31, 2009.

Gallagher and Henry have indicated that they are still interested in pursuing the Project as approved as soon as economic conditions allow; however, the present economic situation is not the appropriate time to commence a project of this magnitude. In furtherance of this effort, Gallagher and Henry have indicated that building plans are ready for review; civil engineering is complete and to a large degree accepted by our consulting engineer; and a remediation plan has been approved by the Illinois Environmental Protection Agency.

Because it is still the case that no building permit has been issued for the Project, however, and because construction has not commenced on the Project within the one-year time limitations set by Subsection 14-401I (special use permits), Subsection 14-402 H (site plans), and Paragraph 14-504C8 (planned developments), the approvals for the Project are set to expire on July 31, 2009.

4-A-8

Under Section 14-508 of the Zoning Code, the Board of Trustees may vary certain provisions of the Zoning Code including the time limitations noted above. So, Gallagher and Henry have filed an application to amend the approved planned development solely for the purpose of securing a further variation of the time limitations governing the commencement of the Project.

Under all of the circumstances the Staff recommends approval of the requested amendment to allow a one-year extension of time for the project to commence. If a one-year extension were approved, then Gallagher and Henry would have until July 31, 2010, to secure a building permit and commence construction, with the possibility that the Village Manager would grant a further extension of up to one year after that.

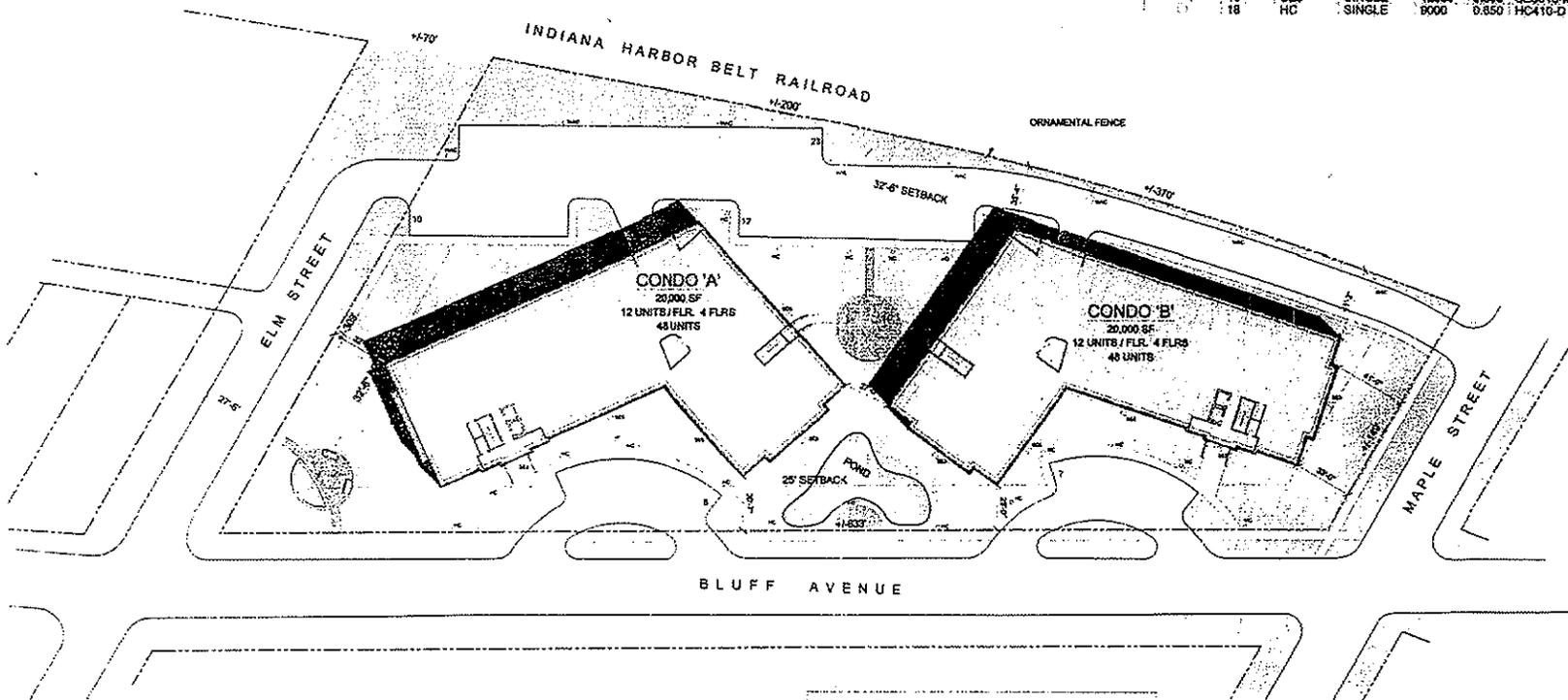
Typically, it is the case that an extension of time would be appropriate when an approved project has been progressing normally but is stalled as a result of circumstances outside the developer's control, such as lengthy review by the Village of permit plans, labor strikes, material unavailability, construction lending issues, and the like. In this case, the approved project has been progressing normally—construction and engineering plans have been prepared and submitted and various indications are that Gallagher and Henry are progressing with the Project.

If you concur, Staff would suggest that the Plan Commission recommend to the Village Board of Trustees approval of an amendment to the Village Bluffs planned development to extend the time limitations for securing a building permit and commencing construction to July 31, 2010, with the possibility that the Village Manager may exercise his authority under Subsection 13-101L of the Zoning Code to grant additional time subject to the limitations of that subsection.

4-A-9

Approved Plan  
Ord # 0-07-20

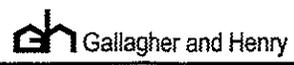
Luminaire Schedule		Label	Arrangement	Lumens	LLF	Description
Project: All Projects						
Symbol	Qty.	WAC	SINGLE	22000	0.800	WAC26826-M (250W PSMH)
8	16	SES	SINGLE	12600	0.800	SES915-M (150W PSMH)
18	18	HC	SINGLE	9000	0.850	HC410-D (100W MH)



SITE DATA	
LOT AREA	131,544 S.F. (3.02 AC.)
RESIDENTIAL DENSITY	96 UNITS 31.79 UNITS/AC.
BUILDING COVERAGE	42,288 S.F. (32.1%)
LOT COVERAGE	79,279 S.F. (60.3%)
PARKING	96 GARAGE SPACES 60 SURFACE SPACE 156 TOTAL SPACES

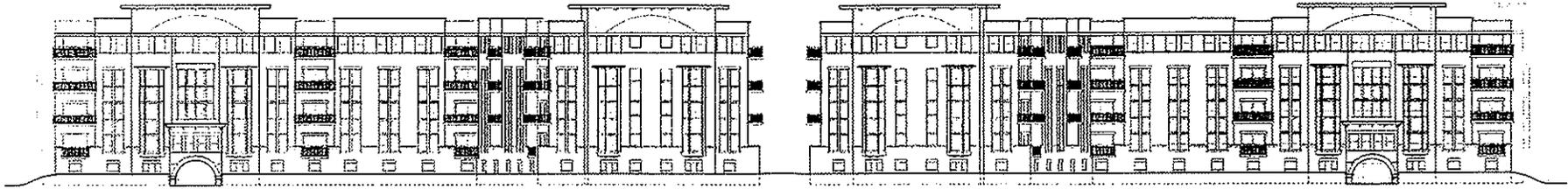
SITE PLAN  
SCALE: 1"=30' 0"  
0 30 60

THE VILLAGE BLUFFS  
LUXURY CONDOMINIUM RESIDENCES  
LA GRANGE, ILLINOIS

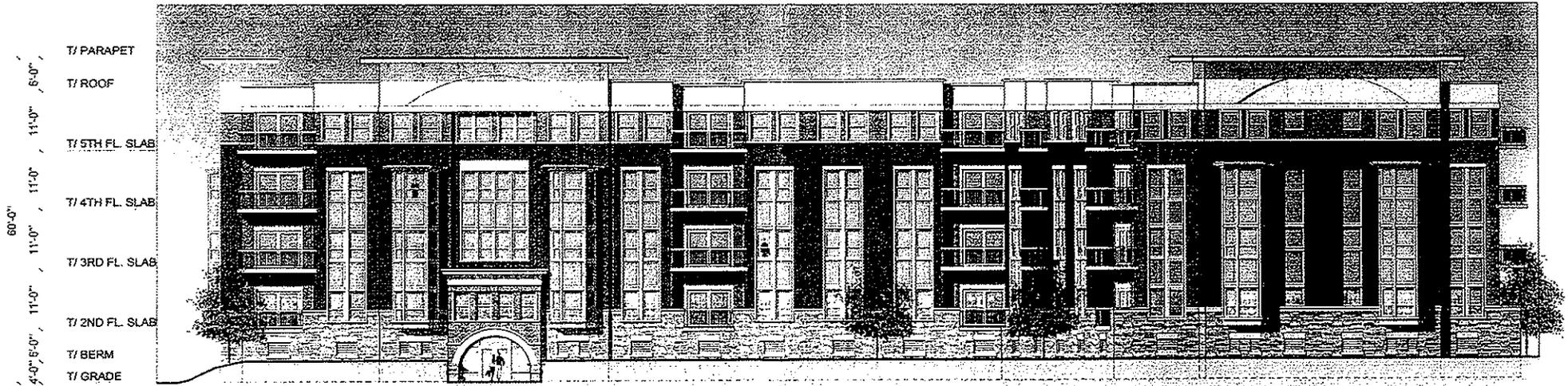


DATE: JUNE 01, 2007 PROJECT NUMBER: 07024

Y-A-10



BLUFF AVENUE ELEVATION - WEST  
SCALE: 1/16" = 1'-0"



BUILDING ELEVATION - WEST  
SCALE: 1/8" = 1'-0"

THE VILLAGE BLUFFS  
LUXURY CONDOMINIUM RESIDENCES

LaGRANGE, ILLINOIS

 Gallagher and Henry

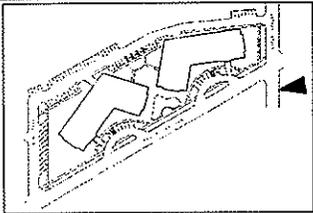
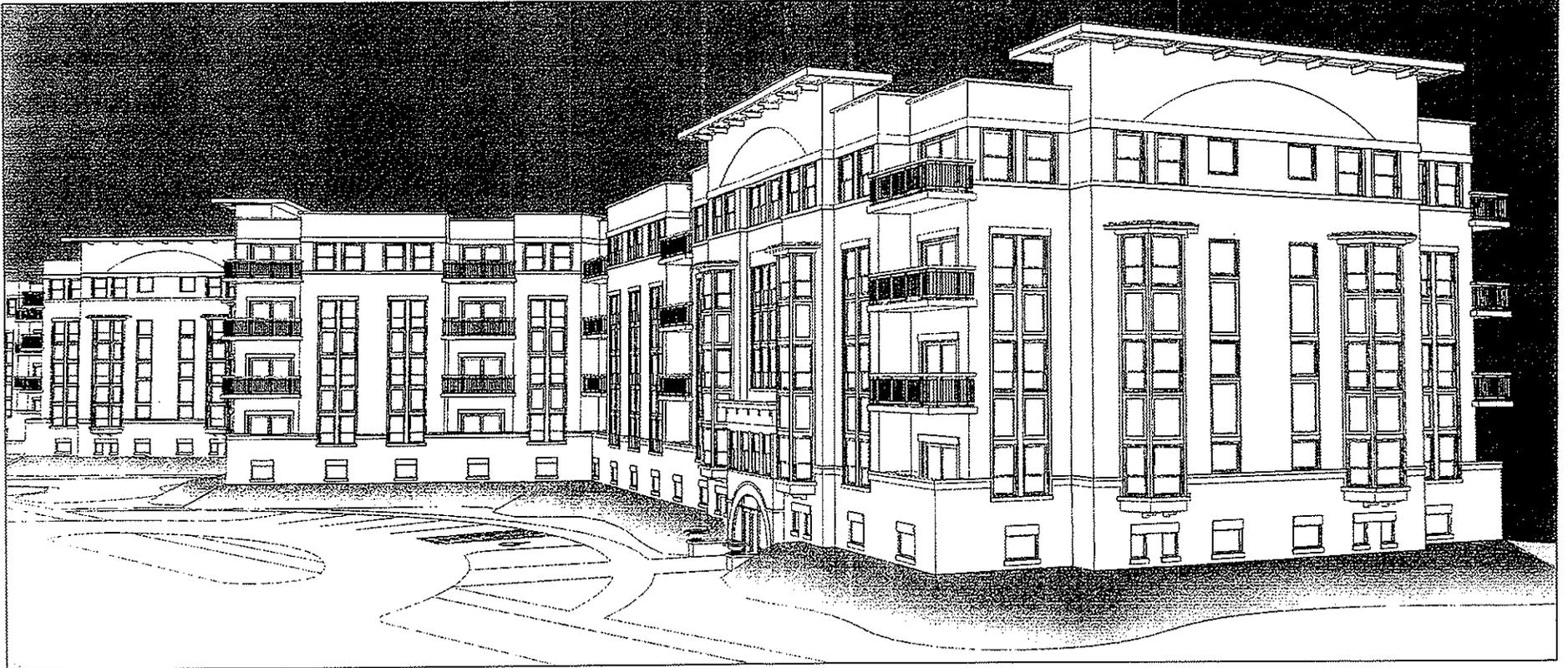


OKW Architects

DATE: MAY 03, 2007

PROJECT NUMBER: 07024

4-A.11



KEY PLAN

BUILDING PERSPECTIVE  
SCALE: N.T.S.

THE VILLAGE BLUFFS  
LUXURY CONDOMINIUM RESIDENCES

LaGRANGE, ILLINOIS

 Gallagher and Henry

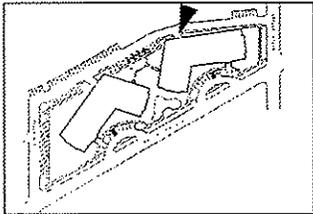


OKW Architects

DATE: MAY 03, 2007

PROJECT NUMBER: 0704

4-A.12

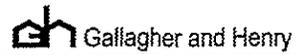


KEY PLAN

BUILDING PERSPECTIVE  
SCALE: NTS

THE VILLAGE BLUFFS  
LUXURY CONDOMINIUM RESIDENCES

LaGRANGE, ILLINOIS



OKW Architects

DATE: MAY 03, 2007

PROJECT NUMBER: 07024

4-A.13

# Village of La Grange

March 19, 2009

Terry L. Woolums  
Gallagher and Henry  
6280 Joliet Road  
Countryside, Illinois 60525



RE: **EXPIRATION OF PLANNED UNIT DEVELOPMENT  
APPROVAL - VILLAGE BLUFFS, 400 EAST ELM**

Dear Mr. Terry:

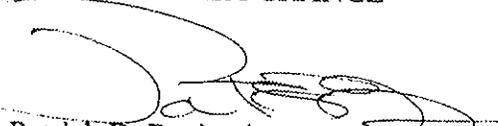
As we discussed on the phone, on July 31, 2009 the Planned Unit Development Approval for the above project as extended by the Village Manager will expire. Pursuant to our conversation we agreed that the present economic situation is not the appropriate time to commence a project of this magnitude. You further indicated that Gallagher and Henry is very much interested in pursuing the project as was approved as soon as economic conditions warrant. You also provided information that building plans have been completed and are ready for review; civil engineering has been completed and a large degree accepted by our consulting engineer and a remediation plan has been approved by the Illinois Environmental Protection Agency.

We would suggest that if you would like to preserve the development entitlements granted under the Planned Development Ordinance that you submit an application to reaffirm this Planned Unit Development for a one year period with a one year extension allowed by code by the Village Manager.

For your convenience I am enclosing an Application for Planned Development. As opposed to filling out each section of the application it may be beneficial in this instance to provide an attached memorandum specifically asking for reaffirmation of the development for the set time frame.

Should you have any questions regarding this matter, do not hesitate to contact me at (708)579-2320.

Sincerely,  
VILLAGE OF LA GRANGE

  
Patrick D. Benjamin  
Community Development Director

Cc: Angela Mesaros, Assistant Community Development Director

53 South La Grange Road P.O. Box 668 La Grange, Illinois 60525 (708) 579-2313 Fax (708) 579-0980

4-A.14

## Gallagher and Henry

April 3, 2009

President Asperber and Village Trustees and  
Plan Commission of the  
Village of LaGrange  
53 LaGrange Road  
LaGrange, Illinois 60525

Re: Village Bluffs Condominiums, 400 East Elm at Bluff Ave  
Village Ordinances O-07-20 and O-05-38

Dear President Asperger, Village Trustees and Members of the Plan Commission,

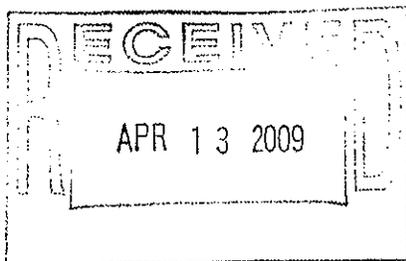
Request is hereby made to extend by one year to July 31, 2010 the Planned Unit Development approval and related land use approvals granted by Village Ordinances O-05-38 and O-07-20, including the date established by the Zoning Code by which Gallagher & Henry, as property owner and applicant, must commence construction of the subject condominium development. Current economic conditions, to put it simply, do not support a new residential project of this scale, and aside from the financial risk, we do not wish to see the project stigmatized by a protracted sell out period. Our signed Application for Planned Development is enclosed. We have not completed the Standards sections of the Application as we do not believe the findings of facts supporting initial approval of the development have changed in any material respect and as a result the proposed development still meets all of the Village's Planned Development Standards.

We wish to confirm that our architects, but for revisions that may be occasioned by Village review, have completed architectural and structural plans, and our civil engineers have completed site development plans. We believe the project could be made ready to commence construction within 90 to 120 days following a decision to proceed.

Please let us know what questions or comments may have regarding the development or if you would like to meet to discuss in greater detail the status of the project.

Sincerely,

  
John D. Gallagher



4-A.15

Village of La Grange  
53 S. La Grange Road, La Grange, IL 60525  
Phone (708) 579-2320 Fax (708) 579-0980

APPLICATION FOR PLANNED DEVELOPMENT

TO THE PRESIDENT AND  
BOARD OF TRUSTEES  
VILLAGE OF LA GRANGE

Application No. 190  
Date Filed 4/21/09  
UARCO No. 87672

(Please Type or Print)

Application is hereby made by Orchard Hill Construction, LLC d/b/a Gallagher & Henry

Address: 6280 Joliet Road Countryside, IL 60525 Phone 708/482-8900

Owner of property located at Orchard Hill Construcgion, LLC

Permanent Real Estate Index No. 18-04-411-004  
as set forth by plat of survey attached hereto

Present Zoning Classification R-8 Multiple Family Residential District

**STANDARDS FOR PLANNED DEVELOPMENTS:** The petitioner should state **FACTS AND REASONS** and submit any pertinent evidence establishing each of the following principles:

**A. Special Use Permit Standards.** The petitioner will establish that the proposed development will meet each of the standards made applicable to special uses.

(a) Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the Official Comprehensive Plan.

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

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

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

4-A.16

(c) No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

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

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

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

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

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4-A.17

**B. Standards for All Planned Developments.** The petitioner will establish that the proposed development will meet each of the following additional standards:

(a.) Unified Ownership Required. The entire property will be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole.

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(b) Minimum Area. The district regulations of this Code establishing standards for particular types of planned development specify the minimum area required for some planned developments. In addition to meeting that specific standard, or where no specific standard is set, the applicant will establish that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned developments may be established.

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(c) Covenants and Restrictions to be Enforceable by Village. All covenants, deed restrictions, easements, and similar restrictions will be recorded in connection with the planned development and may not be modified, removed, or released without the express consent of the Board of Trustees and that they may be enforced by the Village as well as by future landowners within the proposed development.

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(d) Public Open Space and Contributions. The extent to which open space will be designated and dedicated to the Village and all requirements of Village ordinances pertaining to the dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met with the proposed planned development.

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(e) Common Open Space. The amount, location and use of common open space on the subject property

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4-A-18

(f) Preservation of Common Open Space. Adequate safeguards, including recorded covenants or dedication of development rights to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved Final Plan. The restrictions must be permanent and not for a given period of years and must run with the land.

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(g) Ownership and Maintenance. The extent to which the Final Plan includes provisions for the ownership and maintenance of open space and improvements to ensure their continuity, care, conservation, maintenance, and operation in accordance with pre-determined standards and to ensure that remedial measures will be available to the Village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned development or the Village.

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(h) Property Owners' Association. When the requirements of the preceding Subparagraph are to be satisfied by a property owners' association, such association will meet each of the following standards: by-laws and rules and all declarations, covenants, and restrictions to be recorded must be approved as part of the Final Plan prior to becoming effective.

- i. Each such document will provide that it will *not* be amended in any manner that would result in violation of the requirements of this subparagraph; and
- ii. the association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned development designated to have the exclusive use of the proposed open space or improvements; and
- iii. the association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and
- iv. membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and
- v. every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with statutes of the State of Illinois; and
- vi. the association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment will not be fixed at more than two-thirds of the members voting on the issue; and
- vii. the Village must be given the right to enforce the covenants; and

4-11-19

Application for Planned Development

viii. the Village must be given the right, after 10 days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the Village will have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.

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(i) Landscaping and Perimeter Treatment. Any area of a planned development not used for structures or circulation elements will be landscaped or otherwise improved. The perimeter of the planned development will be treated to ensure compatibility with surrounding uses by provision of compatible uses and structures, setbacks, screening, or natural or buffers. Every planned development having 20 or more acres will provide a perimeter landscaped open space along each of its boundaries with a minimum depth equal to the minimum front yard required in the district in which it is located or which it abuts, whichever is greater.

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(j) Building Setbacks and Spacing.

Setbacks from Street Rights-of-Way. Every building in a planned development will be set back from the right-of-way line of every street at least 25 feet plus one-half foot for every foot by which the building exceeds 25 feet in height;

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Building Spacing. No part of any building will be closer to any part of any other building than 12 feet plus one-half foot for each one foot by which either or both of such buildings exceed 25 feet in height.

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Application for Planned Development

(k) Private Streets. Private streets are prohibited unless expressly approved by the Board of Trustees. If so approved, they will meet all construction standards applicable to public streets. No such streets will be approved except upon the condition that they will be owned and maintained by a property owners' association meeting the requirements set forth in this Section.

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(l) Sidewalks. A sidewalk meeting the standards of the LaGrange Subdivision Code will be provided along at least one side of every street in or abutting a planned development; provided, such sidewalk may be constructed in a street right-of-way or as a specific element of the design of the planned development.

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(m) Utilities. All utility lines will be installed underground.

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4-A.21

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  
David Fleege, Fire Chief

DATE: June 22, 2009

RE: **RESOLUTION – RATIFICATION OF COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE VILLAGE OF LA  
GRANGE AND IAFF LOCAL NO. 2338 (FIRE FIGHTERS AND  
FIRE LIEUTENANTS)**

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The International Association of Fire Fighters (IAFF) Local 2338 represents 13 Fire Fighters and 3 Fire Lieutenants within the Village's Fire Department. The current collective bargaining agreement between the Village of La Grange and the IAFF Local 2338 expired on April 30, 2009.

We are pleased to present to the Village Board a new, four-year collective bargaining agreement between Local No. 2338 and the Village of La Grange. This new contract represents a negotiated settlement between the parties without interest arbitration. Attached for your consideration is a complete copy of the agreement.

Throughout the collective bargaining process, staff has kept the Village Board apprised as to the status of contract negotiations. The following is a summary of key economic and non-economic items negotiated in the attached contract.

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

Effective May 1, 2009	–	4.0% general wage adjustment (retroactive to 5/1/09)
	–	New firefighter starting salaries effective 5/1/09 will be “frozen” until 5/1/10
Effective May 1, 2010	–	3.0%
Effective May 1, 2011	–	3.0%
Effective May 1, 2012	–	3.5%

H-B

The amount of these general salary increases is consistent with negotiated increases for jurisdictions comparable to La Grange. The Village has been diligent in negotiating Fire Fighter and Fire Lieutenant raises exclusive of hidden wage enhancements such as longevity pay, which is a common contract item among comparable jurisdictions.

2. Hours of Work

Bargaining unit members presently work 2,687 hours per year. In order to avoid paying scheduled overtime each month, employers are allowed to pay Fire Fighters this obligation as straight-time in the form of paid leave in conformance with the Fair Labor Standards Act (FLSA). Currently, each bargaining unit member receives 9.37 FLSA days a year, which calculates to one day off every 13<sup>th</sup> duty day.

Effective January 1, 2013, each bargaining unit member will receive 10.15 FLSA days a year, which calculates to one day off every 12<sup>th</sup> duty day. With the additional FLSA day, we remain slightly below the average of our comparable jurisdictions.

3. Sick Leave Buy Back Program / IRS changes

As a result of recent IRS changes to our existing Retiree Health Savings Plan (RHS), language changes were made in the body of the contract which makes deposits into the RHS program mandatory in certain circumstances, instead of voluntary. The amount of sick leave that an employee must have available in order to trigger mandatory participation has been increased from thirty (30) to sixty (60) days. Conversion is still capped at three, 24-hour duty days at 50% buy back. New language has been added that clarifies that the number of sick leave days eligible for the buy back program cannot exceed 50% over an employee's entire career.

4. Grievance Procedures

Changes were made under the grievance process requiring Union support of an issue before it can be moved to the arbitration level. Other antiquated language was removed that is no longer a necessary part of arbitration proceedings.

4-B.1

5. Drug and Alcohol Testing / Employee Assistance Program

Updates to the existing Drug and Alcohol Testing policy were made to better represent the current definition of drugs (for example, prescription drug abuse instead of just illegal drugs); and reducing the blood alcohol level that can trigger disciplinary action.

Updates to the existing Employee Assistance Program language were also made giving the Village slightly broader disciplinary options.

6. Job Performance / Physical Ability Requirements

New provisions have been included in the contract allowing the Village and Union to establish minimum job performance / physical ability requirements under a mandatory program.

The tentative agreement was ratified by the Union on June 9, 2009. The agreement becomes effective upon ratification by the Village Board, with the exception of wages which are retroactive to May 1, 2009. The necessary resolution for approval of the Fire Union contract has been prepared and is attached.

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

4-B.2

**RESOLUTION NO. R-09-\_\_\_\_\_**

**Approval of Fire Union  
Collective Bargaining Agreement  
(May 1, 2009 – April 30, 2013)**

**WHEREAS**, the Village of La Grange negotiating team has met with representatives of the International Association of Fire Fighters (IAFF) Local No. 2338 to negotiate a new collective bargaining agreement;

**WHEREAS**, the Village of La Grange negotiating team and representatives of IAFF Local No. 2338 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, 2009 and ending April 30, 2013;

**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 \_\_\_\_\_, 2009, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert Milne, Village Clerk

4-B.3

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
LOCAL 2338  
of the  
INTERNATIONAL ASSOCIATION  
OF  
FIRE FIGHTERS  
AFL-CIO-CLC

May 1, 2009 to April 30, 2013

4-B.4

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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:

4-13-6

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.

4-B.7

## 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).

4-B.8

### 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.

4-B.10

## 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.

4-B.11

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.

4-13.12

ARTICLE VII

WAGES AND COMPENSATION

Section 1-- Wages

- A. Effective May 1, 2009, base salaries for members of the bargaining unit (except the starting firefighter salary step, which shall remain as it was on April 30, 2009) shall be increased by four percent (4.0%) in accordance with Appendix D.
- B. Effective May 1, 2010, base salaries for members of the bargaining unit shall be increased by four percent (3.0%) in accordance with Appendix D.
- C. Effective May 1, 2011, base salaries for members of the bargaining unit shall be increased by four percent (3.0%) in accordance with Appendix D.
- D. Effective May 1, 2012, base salaries for members of the bargaining unit shall be increased by four percent (3.5%) in accordance with Appendix D.
- E. 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.
- F. 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.
- G. 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.

4-B-13

## 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.

4-B-15

#### 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><b>Fiscal Year Sick Leave Usage</b></i>	<i><b>Days To Be Sold Back</b></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</i>

4-B.16

	<i>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 fiscal 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.

4-13.18

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, or other reasonable cause.

4-B.19

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.

4-B.20

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.

4-13.24

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.

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## 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 18th 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,

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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

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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, 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

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earned leave for purposes of general administration including, but not limited to, separation and retirement.

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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.

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ARTICLE XXIII

NO PYRAMIDING

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

4-B.42

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.

4-B.44

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.

4-13.45

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 .....  | <u>20%</u> |
|    | .....  | 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

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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.

## 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

### 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 XXX

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.

4f-B.50

ARTICLE XXXI

DURATION AND TERMINATION

This Agreement shall be in effect upon its ratification by both parties and shall terminate at midnight April 30, 2013.

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 \_\_\_\_\_, 2009

FOR THE VILLAGE

FOR THE UNION

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

4-B.51

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 give 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

4-B.52

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 give 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

41-B, 53

## 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.

4-B.56

- 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.

4-B.58

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.

4-B.59

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)

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

Reasons for Enrollment (be specific)

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

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

Training Approval and Reimbursement Request (Cont'd.)

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41-B.60



APPENDIX D

ANNUAL BASE SALARIES FOR FIRE FIGHTERS AND LIEUTENANTS

	Effective on May 1, 2009	Effective on May 1, 2010	Effective on May 1, 2011	Effective on May 1, 2012
<b>FIRE FIGHTER</b>				
Start	50,045	51,546	53,092	54,950
After 1 year	54,910	56,557	58,254	60,293
After 2 years	57,930	59,668	61,458	63,609
After 3 years	61,115	62,948	64,836	67,105
After 4 years	64,478	66,412	68,404	70,798
After 5 years	68,023	70,064	72,166	74,692
After 6 years	72,046	74,207	76,433	79,108
<b>LIEUTENANTS</b>				
Start	75,650	77,919	80,257	83,066
After 1 year	78,387	80,739	83,161	86,072
After 2 years	81,128	83,562	86,069	89,081

4-B.62

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) \_\_\_\_\_

41-B.63

## 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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<sup>1</sup> 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.

4-B.64

5. Abusing a prescription drug which as 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.

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:

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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.

4-B.67

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:

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- 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

The Village has an Employee Assistance Program (EAP) to help eligible employees with drug or alcohol problems. Counseling, referrals, follow-up services and information about any insurance coverage for such problems are available from the EAP. Employees may, at the discretion of the Village, be referred to the EAP for a violation of this Policy. It is the Village's intent to support the EAP and employees in it, especially employees who voluntarily refer themselves to the program 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.

4-13.73

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

Fire Company Officers School.....	0.5
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
National Fire Academy Course (40 or more hour course) .....	1.0
Technical Rescue (Points awarded for each component completed to a maximum of 3.0 total)	
Emergency Response/Confined Space Rescue (IFSI Course) .....	0.5
Trench Operations.....	0.5
Vehicle Machinery Operations .....	0.5
Rope Operations.....	0.5
Vertical II .....	0.5
Specialist/Vertical III (IFSI Course) .....	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)	

4-B.74

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: \_\_\_\_\_

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

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

4-B.75

## SIDE LETTER OF AGREEMENT

During the negotiations leading up to the 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 that 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.

4-13.16

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: \_\_\_\_\_

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

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

4-B.11

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 Manger  
Ryan Gillingham, Director of Public Works

DATE: June 22, 2009

RE: **AWARD OF CONTRACT – 2009 & 2010 TREE REMOVAL PROGRAM**

Each year, the Village removes public parkway trees that are diseased, dead or become a safety concern to pedestrians, motorists or property. For trees larger than 11” in diameter, the Village contracts with a tree removal company due to the special skills and equipment required for removal. The FY 2009-10 Village budget provides \$54,000 for the removal of trees and subsequent restoration of parkways.

In the past, the Village has contracted with tree removal companies on an individual tree basis. This year we solicited bids for all tree removals throughout the Village in order to gain standardize pricing and economies of scale in pricing. Bids are based on the average number of trees removed in past years, as well as the size of tree being removed. Additionally, we requested bids for tree removal for both 2009 and 2010. On April 22, 2009, we advertised that the Village would be receiving bids for this contract. The bid opening was held on May 13, 2009 with the following results:

No.	Name of Company	2009	2010	Total
1	D. Ryan Tree & Landscaping	51,800.50	51,800.50	103,601.00
2	Nels J. Johnson Tree Experts, Inc.	58,471.50	61,036.00	119,507.50
3	Winker's Tree & Landscaping, Inc.	63,266.22	63,266.22	126,532.43
4	Steve Piper & Sons, Inc.	64,315.35	65,606.43	129,921.78
5	Home Tree Care Inc.	67,499.38	67,499.38	134,998.75
6	Trees "R" Us, Inc.	68,314.82	68,314.82	136,629.63
7	Sinnott Tree Service, Inc.	69,484.00	69,484.00	138,968.00
8	Abbot Tree Care Professionals, Inc.	71,806.00	71,806.00	143,612.00
9	B Hadley & Sons, Inc.	88,037.55	91,569.31	179,606.86
10	Autumn Tree Care Experts	94,364.50	94,364.50	188,729.00
11	The Davey Tree Expert Co.	124,336.75	125,234.00	249,570.75
12	Landscape Concepts Management	129,704.45	133,596.02	263,300.47
13	Kramer Tree Specialists, Inc.	144,018.00	150,881.00	294,899.00

4-C

The low bid was submitted D. Ryan Tree & Landscaping in the amount of \$103,601, which includes both 2009 and 2010. Based on the low bid received, there are adequate funds in the Public Works budget, Tree Removal line item for this expenditure.

It is our recommendation that the Village Board waive the formal bidding process and authorize staff to enter into a two year contract with D. Ryan Tree & Landscaping for tree removal in the estimated amount of \$103,601. D. Ryan Tree & Landscaping has performed satisfactorily in the past for the Village. The final amount of the contract will be based on the actual work performed by the tree removal contractor at the unit prices listed in the contract.

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4-C-1

# Village of La Grange



## VILLAGE BOARD MEETING

MONDAY, JUNE 22, 2009

7:30 p.m.

BOOK 2 of 2

Village Hall Auditorium

53 S. La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Robert N. Milne  
Village Clerk

\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: June 22, 2009

RE: **CONSTRUCTION CONTRACT, MFT RESOLUTION &  
ENGINEERING SERVICES AGREEMENT – CENTRAL  
BUSINESS DISTRICT STREET RESURFACING PROJECT**

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The streets within the Central Business District are in need of repair and are included in the FY2009-10 budget for both design and construction. The streets included in the resurfacing program include the following street segments:

<u>Street</u>	<u>From</u>	<u>To</u>
Burlington Avenue	Kensington Avenue	La Grange Road
Calendar Avenue	Ashland Avenue	La Grange Road
Harris Avenue	Ashland Avenue	La Grange Road
Harris Avenue	La Grange Road	6th Avenue
Ashland Avenue	Harris Avenue	Burlington Avenue

The above streets were last resurfaced between 1991 and 1994. The scope of work for this project generally consists of milling and resurfacing the existing pavement, intermittent sidewalk and curb and gutter replacement, surface drainage corrections and sewer structure repairs as required.

Baxter & Woodman completed the plans and specifications for this project, and the project was advertised for bidding on June 4, 2009. This project has an aggressive schedule for completing both design and construction in 2009 as follows:

<u>Action</u>	<u>Completion Date</u>
Completed Plans and Specifications	May 28, 2009
Award Construction Contract	June 22, 2009
Construction Start	July 13, 2009

4-D

Construction Completion

September 11, 2009

As you can see from the schedule, we are attempting to coordinate this project in between the LGBA's Craft Show in July and the West End Art Festival in September, and to minimize the overall disruption and inconvenience to shoppers and business owners which this type of project will invariably create. We are also sensitive to potential impacts with the start of the new school year towards the project completion date.

This project is budgeted for design and construction in FY2009-10 by utilizing MFT funds in the amount of \$516,791. The bid opening was held on June 15, 2009 with the following results:

	Contractor	Bid Amount
1	Brothers Asphalt Paving, Addison, IL	414,066.50
2	Schroeder Asphalt Services, Marengo, IL	428,601.40
3	A-Lamp Concrete Contractors, Schaumburg, IL	472,458.70
4	Crowley Sheppard Asphalt, Chicago Ridge, IL	555,004.50
	Engineer's Estimate	501,294.00

The low bid was submitted Brothers Asphalt Paving in the amount of \$414,066.50. Baxter & Woodman has reviewed their bid and have found the contractor to be financially pre-qualified and technically capable to perform the work. Based on the above bid results the budget for the project is as follows:

<b>CBD Street Resurfacing Project</b>	<b>FY2009-10 BUDGET</b>
Expenses	
<b>Engineering</b>	
Phase II – Development of Plans and Specifications	38,340.00
Phase III – Construction Engineering	50,900.00
Subtotal	89,240.00
<b>Construction</b>	
Brothers Asphalt Paving	414,066.50
<b>Total</b>	<b>503,306.50</b>
Revenues	
Motor Fuel Tax Fund – FY2009-10 Budget	<b>516,791.00</b>

4-0.1

Based on the above table, sufficient funding is available in the FY2009-10 budget to complete the project.

The second agreement is for the approval of the Phase III – Construction Engineering contract for the Stage II work. We recommend Baxter & Woodman perform the construction management for this project based on their knowledge of this project and experience in this type of work. Baxter & Woodman proposes to complete all construction inspection, IDOT mandated documentation, preparation of all contractor payments, and submission of as-built drawings for an amount not to exceed \$50,900.

If approved, a task order with Baxter & Woodman will be executed for this work in accordance with their supplemental municipal engineering contract. Additionally, IDOT requires for the utilization of MFT funds that the Construction Engineering Services Agreement for Motor Fuel Tax Funds, Resolution for Improvement by Municipality Under the Illinois Highway Code, and Contract for the improvements be approved. These four documents are attached for your review and approval.

We recommend approval of the IDOT required Motor Fuel Tax Resolution in the amount of \$478,451 to fund both the engineering and construction services. We also recommend approval of the contract with Baxter & Woodman in the amount of \$50,900 for the development of plans and specifications for the Central Business District Street Resurfacing Project. Finally, we recommend approval of a contract with Brothers Asphalt Paving in the amount of \$414,066.50 for the resurfacing of the streets with the Central Business District. The final amount of the contract will be based on the actual work performed by the contractor at the unit prices listed in the contract.



Consulting Engineers

Mr. Ryan Gillingham, P.E.  
Director of Public Works  
Village of La Grange Public Works  
320 East Avenue  
La Grange, IL 60525

June 15, 2009

**Subject: Village of La Grange – 2009 CBD Resurfacing Project**  
**Section No.: 09-00082-00-RS**

Dear Mr. Gillingham:

Enclosed is one copy of the bid tabulation for the subject project. The project was advertised in the Illinois Department of Transportation's Bureau of Local Roads Contractor's Bulletin for thirteen days. The bids were received on June 15, 2009 have been tabulated, checked for errors, and corrected.

The low bid was that of Brothers Asphalt Paving, Inc., Addison, Illinois in the amount of \$414,066.50. This bid was \$88,227.50 (17.4%) below the approved estimate of cost (\$501,294.00).

Brothers Asphalt Paving, Inc. is financially pre-qualified to perform the proposed work with the Illinois Department of Transportation and has performed many projects of this type for our other Clients in the past. We have found their work to be of satisfactory quality. Therefore, we recommend award of the base bid contract to Brothers Asphalt Paving, Inc. in the amount of \$414,066.50.

Please place this item on the Agenda of the June 22, 2009 Village Board Meeting. Upon award by the Village Board, we will prepare the contract documents for execution by the Contractor and the Village, and subsequent approval by the Illinois Department of Transportation. With a copy of this letter, we are transmitting one copy of the bid tabulations to IDOT.

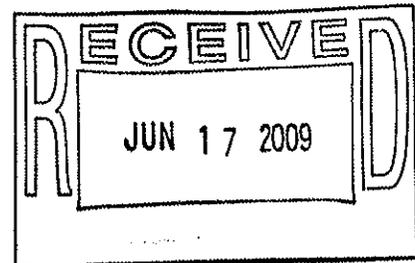
800 West 192nd Street

Mokena, IL 60448

708-478-2000

Fax: 708-478-8710

E-mail: [info@baxterwoodman.com](mailto:info@baxterwoodman.com)



4-0.3



Mr. Ryan Gillingham  
Village of LaGrange

June 15, 2009  
090348 • Page 2

If you have any questions or require additional information, do not hesitate to contact me.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to read "Louis D. Hausmann", written in a cursive style.

Louis D. Hausmann, P.E., PTOE  
Vice President

LDH/bjt

Enc.

- C: Marilyn Solomon, P.E., Illinois Department of Transportation (w/enc.)
- Thomas A. Heuer, P.E., Heuer & Associates (w/ enc.)
- Mark Dachsteiner, Baxter & Woodman, Inc. (w/ enc.)
- Ed Mijares, Baxter & Woodman, Inc. (w/enc.)

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4-0.4

VILLAGE OF LA GRANGE, ILLINOIS  
 2009 CBD RESURFACING PROJECT  
 SECTION NO.: 09-00082-00-RS  
 PROJECT NO.: 090348.40  
 DATE: June 15, 2009

BAXTER & WOODMAN, INC.  
 CONSULTING ENGINEER'S  
 TABULATION OF BIDS

NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	Brothers Asphalt Paving Addison, IL 60101		Schroeder Asphalt Services Marengo, IL 60142		Alamp Concrete Contractors Schaumburg, IL 60193		Crowley Sheppard Asphalt Chicago Ridge, IL 60415			
						UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST		
1	AGGREGATE BASE COURSE, TYPE B, 4"	SQ YD	299	\$8.00	\$2,392.00	\$6.00	\$1,794.00	\$4.25	\$1,270.75	\$5.00	\$1,495.00	\$3.00	\$897.00		
2	PREPARATION OF BASE	SQ YD	795	\$5.00	\$3,975.00	\$3.00	\$2,385.00	\$3.00	\$2,385.00	\$1.50	\$1,192.50	\$4.00	\$3,180.00		
3	AGGREGATE BASE REPAIR	TON	44	\$50.00	\$2,200.00	\$40.00	\$1,760.00	\$25.00	\$1,100.00	\$40.00	\$1,760.00	\$60.00	\$2,640.00		
4	AGGREGATE (PRIME COAT)	TON	30	\$25.00	\$750.00	\$10.00	\$300.00	\$30.00	\$900.00	\$1.00	\$30.00	\$15.00	\$450.00		
5	MIXTURES FOR CRACKS, JOINTS AND FLANGWAYS	TON	4	\$250.00	\$1,000.00	\$200.00	\$800.00	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$555.00	\$2,220.00		
6	LEVELING BINDER (MACHINE METHOD), N50	TON	556	\$80.00	\$44,480.00	\$80.00	\$44,480.00	\$75.00	\$41,700.00	\$78.00	\$43,368.00	\$98.00	\$54,488.00		
7	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	203	\$12.00	\$2,436.00	\$15.00	\$3,045.00	\$10.00	\$2,030.00	\$10.00	\$2,030.00	\$6.00	\$1,218.00		
8	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	218	\$75.00	\$16,350.00	\$80.00	\$17,440.00	\$75.00	\$16,350.00	\$75.00	\$16,350.00	\$92.00	\$20,056.00		
9	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,242	\$85.00	\$105,570.00	\$75.00	\$93,150.00	\$78.00	\$96,876.00	\$80.00	\$99,360.00	\$98.00	\$121,716.00		
10	BITUMINOUS MATERIALS (PRIME COAT)	GAL	1,478	\$2.00	\$2,956.00	\$0.10	\$147.80	\$2.00	\$2,956.00	\$2.00	\$2,956.00	\$2.50	\$3,695.00		
11	PAVEMENT REMOVAL	SQ YD	171	\$15.00	\$2,565.00	\$10.00	\$1,710.00	\$9.00	\$1,539.00	\$15.00	\$2,565.00	\$45.00	\$7,695.00		
12	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ Y	13,224	\$2.00	\$26,448.00	\$1.80	\$23,803.20	\$2.25	\$29,754.00	\$2.65	\$35,043.60	\$3.00	\$39,672.00		
13	HOT-MIX ASPHALT SURFACE REMOVAL (SPECIAL)	SQ YD	1,557	\$2.50	\$3,892.50	\$3.00	\$4,671.00	\$7.00	\$10,899.00	\$5.00	\$7,785.00	\$5.00	\$7,785.00		
14	SIDEWALK REMOVAL	SQ FT	3,401	\$2.50	\$8,502.50	\$2.00	\$6,802.00	\$1.50	\$5,101.50	\$1.50	\$5,101.50	\$2.50	\$8,502.50		
15	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,537	\$25.00	\$38,425.00	\$20.00	\$30,740.00	\$8.00	\$12,296.00	\$20.00	\$30,740.00	\$27.00	\$41,499.00		
16	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,401	\$12.00	\$40,812.00	\$8.00	\$20,408.00	\$4.75	\$16,154.75	\$5.00	\$17,005.00	\$6.00	\$20,406.00		
17	DETECTABLE WARNINGS	SQ FT	576	\$30.00	\$17,280.00	\$20.00	\$11,520.00	\$18.00	\$10,368.00	\$25.00	\$14,400.00	\$50.00	\$28,800.00		
18	CLASS B PATCHES, 7"	SQ YD	78	\$50.00	\$3,900.00	\$80.00	\$6,240.00	\$86.00	\$6,708.00	\$80.00	\$6,240.00	\$130.00	\$10,140.00		
19	CLASS D PATCHES, TYPE I, 6"	SQ YD	33	\$45.00	\$1,485.00	\$50.00	\$1,650.00	\$65.00	\$2,145.00	\$55.00	\$1,815.00	\$65.00	\$2,145.00		
20	CLASS D PATCHES, TYPE II, 6"	SQ YD	68	\$45.00	\$2,970.00	\$50.00	\$3,300.00	\$65.00	\$4,425.00	\$50.00	\$3,300.00	\$55.00	\$3,630.00		
21	CLASS D PATCHES, TYPE III, 6"	SQ YD	100	\$45.00	\$4,500.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$40.00	\$4,000.00	\$53.00	\$5,300.00		
22	CLASS D PATCHES, TYPE IV, 6"	SQ YD	133	\$45.00	\$5,985.00	\$50.00	\$6,650.00	\$55.00	\$7,315.00	\$38.00	\$5,054.00	\$51.00	\$6,783.00		
23	CLASS D PATCHES, TYPE I, 10"	SQ YD	40	\$75.00	\$3,000.00	\$80.00	\$3,200.00	\$90.00	\$3,600.00	\$90.00	\$3,600.00	\$90.00	\$3,600.00		
24	CLASS D PATCHES, TYPE II, 10"	SQ YD	82	\$75.00	\$6,150.00	\$80.00	\$6,560.00	\$90.00	\$7,380.00	\$85.00	\$6,970.00	\$85.00	\$6,970.00		
25	CLASS D PATCHES, TYPE III, 10"	SQ YD	122	\$75.00	\$9,150.00	\$80.00	\$9,760.00	\$84.00	\$10,248.00	\$75.00	\$9,150.00	\$83.00	\$10,126.00		
26	CLASS D PATCHES, TYPE IV, 10"	SQ YD	163	\$75.00	\$12,225.00	\$80.00	\$13,040.00	\$84.00	\$13,692.00	\$70.00	\$11,410.00	\$81.00	\$13,203.00		
27	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	9	\$525.00	\$4,725.00	\$300.00	\$2,700.00	\$400.00	\$3,600.00	\$350.00	\$3,150.00	\$350.00	\$3,150.00		
28	CONCRETE GUTTER (SPECIAL)	FOOT	617	\$25.00	\$15,425.00	\$20.00	\$12,340.00	\$35.00	\$21,595.00	\$20.00	\$12,340.00	\$23.00	\$14,191.00		
29	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$14,000.00	\$14,000.00		
30	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	129	\$3.00	\$387.00	\$5.00	\$645.00	\$7.00	\$903.00	\$5.00	\$645.00	\$4.60	\$593.40		
31	THERMOPLASTIC PAVEMENT MARKING - LINE, 4"	FOOT	7,858	\$0.50	\$3,929.00	\$1.00	\$7,858.00	\$0.80	\$6,286.40	\$1.20	\$9,429.60	\$0.80	\$6,286.40		
32	THERMOPLASTIC PAVEMENT MARKING - LINE, 6"	FOOT	443	\$1.00	\$443.00	\$1.50	\$664.50	\$1.00	\$443.00	\$1.50	\$664.50	\$1.20	\$531.60		
33	THERMOPLASTIC PAVEMENT MARKING - LINE, 12"	FOOT	354	\$2.00	\$708.00	\$2.50	\$885.00	\$5.00	\$1,770.00	\$4.00	\$1,416.00	\$2.40	\$849.60		
34	THERMOPLASTIC PAVEMENT MARKING - LINE, 24"	FOOT	276	\$3.00	\$828.00	\$5.00	\$1,380.00	\$6.00	\$1,656.00	\$8.00	\$2,208.00	\$4.75	\$1,311.00		
35	DETECTOR LOOP REPLACEMENT	FOOT	315	\$20.00	\$6,300.00	\$20.00	\$6,300.00	\$10.00	\$3,150.00	\$25.00	\$7,875.00	\$15.00	\$4,725.00		
36	FRAMES AND LIDS TO BE REPLACED	EACH	82	\$550.00	\$45,100.00	\$250.00	\$20,500.00	\$350.00	\$28,700.00	\$400.00	\$32,800.00	\$325.00	\$26,650.00		
37	SEWER STRUCTURES TO BE RECONSTRUCTED	EACH	6	\$2,000.00	\$12,000.00	\$900.00	\$5,400.00	\$1,500.00	\$9,000.00	\$1,250.00	\$7,500.00	\$1,850.00	\$11,100.00		
38	REMOVE AND REPLACE BRICK PAVER CROSSWALK	SQ YD	78	\$100.00	\$7,800.00	\$180.00	\$14,040.00	\$150.00	\$11,700.00	\$125.00	\$9,750.00	\$250.00	\$19,500.00		
39	MECHANICAL SWEEPER	EACH	16	\$225.00	\$3,600.00	\$200.00	\$3,200.00	\$400.00	\$6,400.00	\$325.00	\$5,200.00	\$900.00	\$14,400.00		
40	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00		
41	RAILROAD RIGHT-OF-ENTRY AGREEMENT	LSUM	1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00		
AS-READ BIDDER'S TOTAL =								\$430,601.40							
CORRECTION IN SUMMATION OF TOTAL =								(\$2,000.00)							
TOTAL PROJECT COST						\$501,294.00		\$414,066.50		\$428,601.40		\$472,458.70		\$555,004.50	

4-0-5



**Illinois Department  
of Transportation**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the  
Council or President and Board of Trustees  
 Village La Grange of La Grange Illinois  
City, Town or Village  
 that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
See Attached Exhibit A			

BE IT FURTHER RESOLVED,  
 1. That the proposed improvement shall consist of This Project consists of construction and construction engineering for resurfacing of various Village streets in the CBD. The work includes HMA resurfacing, base patching, curb and gutter repairs, sidewalk repairs, drainage structure adjustments, and parkway restoration.

Varies and shall be constructed Varies wide  
 and be designated as Section 09-00082-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of Four Hundred Seventy Thousand  
\$478,451.00 Dollars ( \$478,451.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Department of Transportation  
 \_\_\_\_\_  
 Regional Engineer

I, Robert Milne Clerk in and for the  
 Village La Grange of La Grange  
 City, Town or Village  
 County of Cook , hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the President and Board of Trustees  
Council or President and Board of Trustees  
 at a meeting on June 22, 2009  
 Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
 \_\_\_\_\_ day of \_\_\_\_\_  
 (SEAL)  
 \_\_\_\_\_  
 City, Town, or Village Clerk

4-0.6

VILLAGE OF LA GRANGE, ILLINOIS  
2009 MFT CENTRAL BUSINESS DISTRICT RESURFACING PROJECT  
SECTION NO.: 09-00082-00-RS

EXHIBIT A

**PROJECT DESCRIPTION**

Street No.	Street	From	To
1	Burlington Avenue	Kensington Avenue	La Grange Road
2	Calendar Avenue	Ashland Avenue	La Grange Road
3	Harris Avenue	Ashland Avenue	La Grange Road
4	Harris Avenue	La Grange Road	6 <sup>th</sup> Avenue
5	Ashland Avenue	Harris Avenue	Burlington Avenue

Each of the street segments above will be field evaluated for inclusion in the PROJECT. The final list of street segments to be included in the 2009 MFT Street Resurfacing Project will be determined based on the results of the field evaluations and funding availability.

The work on these street segments includes HMA resurfacing, surface patching, base patching, curb and gutter repairs, sidewalk repairs, drainage structure adjustment, thermoplastic pavement markings, and parkway restoration.

Municipality La Grange (V)	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	Name Baxter & Woodman, Inc
Township Lyons		Address 300 Park Blvd, Suite 355
County Cook		City Itasca
Section 09-00082-00-RS		State IL 60143

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name 2009 MFT CBD Route Various Length 4,900 KM( 0.928 Miles)(Structure No. N/A )

Termini See exhibit A for project routes and termini

Description: ENGINEER's project number 090348.60  
Construction Engineering (Administration and Resident Project Representative) Services  
See Exhibit A for Project Description  
See Exhibit B for Engineering Scope of Services

#### Agreement Provisions

##### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

4-0.8

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:

- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
- (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
- (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

- k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. ~~Revision of contract drawings to reflect as-built conditions.~~
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him

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and will show his professional seal where such is required by law.

8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 4a, 4g, 1i, 1j, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost Under \$50,000	Percentage Fees	
	Cost Plus Fixed Fee	(see note below)
	Not to Exceed \$50,900	%
	As shown on attached	%
	Exhibit E	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, **cost-plus** or lump sum.

2. To pay for services stipulated in paragraphs 4b, 4c, 4d, 4e, 4f, 4h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 4b, 4c, 4d, 4e, 4f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	2009 Hourly Rate
Principal	As approved by _____
Sr. Engineer IV	_____
Field Engineer	_____
CAD Operator I	_____
Technician	_____
Clerical	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2009. In event the services of the ENGINEER extend beyond 12/31/2009, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

H-0.10

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

4-0.11

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Village of La Grange of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

President and Board of Trustees

Village Clerk

By \_\_\_\_\_

(Seal)

Title: Village President

Executed by the ENGINEER:

Baxter & Woodman, Inc.

300 Park Boulevard, Suite 355

ATTEST:

Itasca, IL 60143

By \_\_\_\_\_

\_\_\_\_\_

Title: Deputy Secretary

Title: Vice President

(Seal)

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

4-0.12

VILLAGE OF LA GRANGE, ILLINOIS  
2009 MFT CENTRAL BUSINESS DISTRICT  
RESURFACING PROJECT  
SECTION NO.: 09-00082-00-RS

EXHIBIT A

**PROJECT DESCRIPTION**

**Location:**

Street No.	Street	From	To
1	Burlington Avenue	Kensington Avenue	La Grange Road
2	Calendar Avenue	Ashland Avenue	La Grange Road
3	Harris Avenue	Ashland Avenue	La Grange Road
4	Harris Avenue	La Grange Road	6 <sup>th</sup> Avenue
5	Ashland Avenue	Harris Avenue	Burlington Avenue

**Description:**

The proposed improvements to the street segments listed above include HMA surface removal, pavement patching, curb and gutter removal and replacement, HMA binder and surface course, drainage structure adjustments, pavement marking installation, parkway restoration and other miscellaneous items of work.

I:\LAGRV\090348-2009mftcbd\10-Proposal\Construction ESA\Exhibit A.doc

4-0.13

VILLAGE OF LAGRANGE, ILLINOIS  
2009 MFT CENTRAL BUSINESS DISTRICT  
RESURFACING PROGRAM  
SECTION NO.: 09-00082-00-RS

EXHIBIT B

**SCOPE OF SERVICES**

CS100 - PROJECT INITIATION

- Attend meeting and prepare meeting minutes, and review the Contractor's proposed construction schedule and list of subcontractors.
- Prepare and review the Contract Documents of the awarded Contractor for approval by the LA and the DEPARTMENT.

CS105 - CONSTRUCTION ADMINISTRATION

- Prepare and review the Contractor's requests for payments as construction work progresses, and advise the LA of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Prepare Construction Contract Change Orders within the scope of the PROJECT when authorized by the LA.
- Provide weekly updates on the construction progress to the Village. Assist the Village by providing information for written notification on the Villages letterhead to the Owners in the Business District

4-D.14

## CS110 - FIELD OBSERVATION

- Provide a Resident Project Representatives at the construction site on a full-time basis of ten (10) hours per day from the Engineer's office per regular weekday Monday thru Friday for thirty (30) working days, as deemed necessary by the ENGINEER, to stake-out construction lines and grades, 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. If the Contractor works in excess of 40 hours per week or on Saturdays, Sundays, or legal holidays, compensation will be at 1.5 times the normal rate. The Construction Contractor is a separate company from the ENGINEER. The LA understands and acknowledges that the ENGINEER is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the PROJECT, and the ENGINEER does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- Provide the necessary baselines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the ENGINEER is at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the LA of the construction progress and working days charged against Contractor's time for completion.
- MATERIAL TESTING - Provide the services of a materials testing company, as a sub consultant, to perform proportioning and testing of Portland cement concrete and bituminous mixtures in accordance with the Department's Bureau of Materials manuals of instructions for proportioning. Review laboratory, shop and mill test reports of materials and equipment furnished by the Contractor. For this PROJECT the amount does not exceed \$3,500 which includes a 5% service charge.

4-0.15

CS130 - COMPLETE PROJECT

- Provide construction inspection services when requested by the Contractor/LA and respond to material deficiency notices. Prepare the Engineer's Final Pay Estimate, the Request for Approval of Change in Plans, and the Final Report/Notice of Completion forms for acceptance of the PROJECT by the LA and the DEPARTMENT.

\\bw2\PRJ\LAGRV\090348-2009mftcbd\10-Proposal\Construction ESA\081105.60 Exhibit B ESA MLD.docm

4-0.16

VILLAGE OF LA GRANGE  
 2009 MFT CENTRAL BUSINESS DISTRICT  
 RESURFACING PROJECT  
 SECTION NO.: 09-00082-00-RS

EXHIBIT E

CONSTRUCTION ENGINEERING  
 COST ESTIMATE OF CONSULTANT'S SERVICES IN DOLLARS

Route: Central Business District  
 Local Agency: Village of La Grange  
 Section: 09-00082-00-RS  
 Project:  
 Job No.:

\*Firm's approved rates on file with IDOT's  
 Bureau of Accounting and Auditing:  
 Overhead Rate 148%  
 Complexity Factor 0  
 Calendar Days 60  
 Anticipated Service from 07/13/08 to 09/01/09

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

2009 Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
PROJECT INITIATION	SR. ENGR. IV	8	\$53.29	\$426.00	\$630.00	\$43.00		\$165.00	\$1,264.00
	CLERICAL	4	\$24.78	\$99.00	\$147.00			\$37.00	\$283.00
CONSTRUCTION ADMINISTRATION	PRINCIPAL	6	\$68.25	\$398.00	\$589.00	\$150.00		\$170.00	\$1,307.00
	SR. ENGR. IV	12	\$53.29	\$639.00	\$948.00			\$236.00	\$1,823.00
	FLD ENGR.	4	\$35.80	\$143.00	\$212.00			\$63.00	\$408.00
	CLERICAL	8	\$24.78	\$198.00	\$292.00			\$56.00	\$426.00
FIELD OBSERVATION & CONSTRUCTION STAKING	SR. ENGR. IV	16	\$53.29	\$853.00	\$1,282.00			\$318.00	\$2,433.00
	FLD ENGR.	360	\$35.80	\$12,888.00	\$19,074.00	\$750.00		\$4,911.00	\$37,623.00
COMPLETION OF PROJECT	SR. ENGR. IV	4	\$53.29	\$213.00	\$315.00			\$79.00	\$607.00
	FLD ENGR.	12	\$35.80	\$430.00	\$636.00			\$180.00	\$1,226.00
MATERIAL TESTING							\$3,500.00		\$3,500.00
<b>TOTALS</b>		<b>432</b>		<b>\$18,288.00</b>	<b>\$24,032.00</b>	<b>\$843.00</b>	<b>\$3,500.00</b>	<b>\$6,187.00</b>	<b>\$50,900.00</b>

CONSTRUCTION ENGINEERING TOTAL NOT TO EXCEED **\$50,900.00**

In-House Direct Costs:  
 VEHICLE EXPENSES: TRAVEL - 2,078 MI @ CURRENT IRS RATE (\$0.65 FOR ESTIMATING PURPOSES) = \$843.00  
 PRODUCTION, ADMINISTRATION, POSTAGE: \$43.00  
 Services by Others:  
 MATERIAL TESTING: Seaco Consultants \$3,500.00  
 ESTIMATED CONSTRUCTION COST = \$501,926.00

11.0-17

**ATTACHMENT A**

**TASK ORDER NO. 3**

In accordance with Section 1.2 of the Master Contract dated April 14, 2009 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 3:

**1. Contracted Services:**

Baxter & Woodman shall provide the Village with engineering services as described in the attached Preliminary / Construction Engineering Services Agreement For Motor Fuel Tax Funds for the CBD Street Resurfacing project. The scope of services shall be as defined in the attached contract. All terms and conditions of the master task order contract dated April 14, 2009 with the Village of La Grange shall apply. In the event of a conflict between the master contract and the attached Preliminary / Construction Engineering Services Agreement For Motor Fuel Tax Funds, the Village's master contract will govern.

**2. Project Schedule (attach schedule if appropriate):**

Baxter & Woodman shall adhere to the schedule in the attached Preliminary / Construction Engineering Services Agreement For Motor Fuel Tax Funds.

**3. Project Completion Date:**

All Contracted Services must be completed on or before December 31, 2009.

**4. Project Specific Pricing (if applicable):**

Baxter & Woodman shall be compensated as per the attached Preliminary Engineering Services Agreement For Motor Fuel Tax Funds in an amount not to exceed \$50,900.

**5. Additional Changes to the Master Contract (if applicable):**

N/A

All other terms and conditions remain unchanged.

**[signature page follows]**

4-0.18

**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

4-019

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: June 22, 2009

RE: **INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF  
WESTERN SPRINGS & MFT RESOLUTION – WILLOW SPRINGS  
ROAD RESURFACING PROJECT**

---

The centerline of Willow Springs Road from 47<sup>th</sup> Street to 53<sup>rd</sup> Place forms a boundary between the Villages of La Grange and Western Springs. This roadway serves a collector roadway for both Villages and is in need of repair. The last time Willow Springs Road was resurfaced was in 1992.

Western Springs is the lead agency for resurfacing this segment of Willow Springs Road, which includes coordinating engineering services, construction work and acquisition of grant funds. (La Grange served in this role in 1992.) This project was originally to be funded as a Federal Local Agency Pavement Preservation (LAPP) project. However, back in March La Grange and Western Springs jointly secured \$930,000 in federal stimulus funding (American Recovery and Reinvestment Act of 2009) to pay for the construction costs associated with the project. This funding represents a significant cost savings to the Village for this project. An additional cost savings and convenience to residents is achieved by teaming with Western Springs towards this roadway improvement.

Federal stimulus funding does not cover the cost of design engineering and construction engineering work relative to the Project. Therefore, an intergovernmental agreement with Western Springs is needed to formally acknowledge the sharing of costs such as engineering services and construction contingencies. We have reviewed the agreement and found it to be acceptable. Similarly, Village Attorney Mark Burkland has reviewed the document and he concurs with our assessment.

The Village is looking to complete several sewer repairs in the area due to deteriorated sewer mains in advance of the project. In addition, both Villages have agreed to investigate several possible pedestrian safety enhancements after the resurfacing project has been completed. We have earmarked funds in a separate line item within the Capital Projects Fund for this purpose.

4-E

The project was originally planned to be completed in FY 2010-11, with \$97,500 budgeted in the MFT Fund for the Village's share of the project cost. However, with the acquisition of federal stimulus funds, the schedule for the project has been advanced. Based on the current IDOT letting schedule (see below), we anticipate expenditure of certain funds within this fiscal year:

<u>Action</u>	<u>Completion Date</u>
IDOT Project Letting	January 15, 2010
Construction	May 2010

We anticipate that the cost of design and construction engineering services to the Village of La Grange will be approximately \$48,979.50. Sufficient funds exist within the Motor Fuel Tax Fund to cover these expenses. If necessary, a budget amendment will be prepared at the end of the current fiscal year to reflect expenditures related to the project should they exceed current budget amounts.

At this time, we recommend that the Village Board approve the following documents:

1. Intergovernmental Agreement between the Village of La Grange and the Village of Western Springs for the resurfacing of Willow Springs Road; and
2. MFT Resolution in the amount of \$48,979.50 to fund design and construction engineering services.

4-E.1

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WESTERN SPRINGS  
AND THE VILLAGE OF LA GRANGE  
FOR THE WILLOW SPRINGS ROAD RESURFACING PROJECT  
(53rd PLACE TO 47th STREET) UNDER THE LOCAL AGENCY PAVEMENT  
PRESERVATION PROGRAM

THIS AGREEMENT is entered into by and between the Village of Western Springs (“*Western Springs*”) and the Village of La Grange (“*La Grange*”), each of which is an Illinois municipal corporation on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

W I T N E S S E T H:

WHEREAS, the corporate authorities of Western Springs and La Grange (collectively the “*Villages*”) are authorized under the intergovernmental cooperation powers set forth at Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to exercise of their powers jointly and cooperatively and to enter into this Agreement; and

WHEREAS, Willow Springs Road between 53rd Place and 47th Street (the “*Roadway*”), is in need of reconstruction, which is scheduled to be undertaken in 2010 by the Villages (the “*Project*”); and

WHEREAS, the centerline of Willow Springs Road from 47th Street to 51st Street forms a portion of the common corporate boundary of the Villages. The east right-of-way line of Willow Springs Road from 51st Street to 53rd Place forms a portion of the common corporate boundary between the Villages. Approximately fifty percent (50%) of the Project area is located within the corporate boundaries of Western Springs and the other approximately fifty percent (50%) of the Project area is located in La Grange; and

WHEREAS, Western Springs, as the lead local agency, has submitted an application to the Central Council of Mayors (“*CCOM*”) for approximately \$929,551.11 in funding from the federal American Recovery and Reinvestment Act of 2009 (“*ARRA*”) to pay for the construction costs associated with the Project. (the “*Grant Funds*”). The federal funding does not cover the design engineering and construction engineering work relative to the Project. The parties agree to use the federal funding to pay for the construction costs associated with the Project and to share equally in any construction cost-overruns as well as the design engineering and construction engineering costs in accordance with a fifty percent (50%) / fifty percent (50%) sharing agreement set forth below in this Intergovernmental Agreement; and

WHEREAS, the Grant Funds are anticipated to cover One Hundred percent (100%) of the construction costs related to the Project; and

WHEREAS, the Villages agree to undertake the Project jointly cooperatively and such cooperation will benefit both Villages by lessening inconvenience for property owners and motorists and reducing costs.

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NOW THEREFORE, in consideration of the foregoing recitals, the mutual agreements, promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Western Springs and La Grange agree as follows:

- 1.0 Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.
- 2.0 Description of Work. The work on the Roadway (as the Roadway is depicted in Exhibit "A" attached to and made a part of this Agreement) is comprised as follows:
  - 2.1 Pavement milling and resurfacing of the Roadway;
  - 2.2 Curb replacement as required;
  - 2.3 Drainage structure adjustments as required;
  - 2.4 Landscaping and other on-site and off-site restoration as required;
  - 2.5 Intermittent sidewalk replacement as required;
  - 2.6 Improvements ancillary to the above work;(collectively the "Work").
- 3.0 Obligations of the Parties. The following terms apply to all of the Work:
  - 3.1 Western Springs will be responsible for and coordinate the preparation of the Phase II – Design Engineering Work, which includes the preparation of contract documents, plans, and specifications (the "*Work Documents*").
  - 3.2 La Grange will review the Work Documents within ten (10) calendar days upon receipt (or such other time period as agreed upon by the Parties or their consultants) and will approve them (with any appropriate suggested revisions) in writing before the Work Documents are submitted by Western Springs to IDOT for approval. The Parties agree to cooperate in good faith to finalize the Work Documents to each other's reasonable satisfaction prior to submittal.
  - 3.3 Western Springs will be responsible for and coordinate submission of the Work Documents and other submissions to the Illinois Department of Transportation ("IDOT") and will be responsible for and coordinate the bidding process for all construction work consistent with IDOT regulations.
  - 3.4 Western Springs will enter into a contract with the State of Illinois for the Project pursuant to IDOT procedures for construction. La Grange agrees to execute all

necessary documents reasonably requested by Western Springs or any other federal or state agency with jurisdiction regarding the portion of the Project within its corporate boundaries.

- 3.5 Western Springs will be responsible for coordinating with IDOT for award of the contract for construction of the Project.
- 3.6 Western Springs will be responsible for and coordinate the preparation of the Phase III – Construction Engineering Work, which includes management, inspection, and coordination of the Work.
- 3.7 Western Springs will be responsible for paying all costs for the Design Engineering Work and Construction Engineering Work (collectively, the “Professional Engineering Services”) necessary to prepare the plans, specifications, bid proposals, IDOT submittals, and permit applications for the design phases of the Project as well as for the construction phase of the awarded contract and for the preparation of final documents.
- 3.8 Western Springs will be responsible for coordinating payment of all costs from the Grant Funds for the construction work (the “Construction Costs”) performed under the awarded contract as the construction work progresses and as requests for payment for the work performed are submitted by the contractors.
- 3.9 La Grange will be responsible for reimbursing Western Springs, within thirty (30) days of the date of any invoice, the amount of La Grange’s share of all costs for progress and final payments relative to Phase II - Design Engineering Work, Phase III - Construction Engineering Work, any additional Professional Engineering Services approved by the Parties for the Project and any Construction Costs incurred on the Project that exceed the amount of the Grant Funds.
- 3.10 La Grange will responsible for reimbursing Western Springs for fifty percent (50%) of the costs incurred for the Phase II Design Engineering Work, the Phase III - Construction Engineering Work, any additional Professional Engineering Services approved by the Parties for the Project and any cost-overruns relating to the Construction Costs for the Project that exceed the amount of the Grant Funds. The engineering costs are estimated to be as follows:

Phase II – Design Engineering Work - \$40,641  
Phase III – Construction Engineering Work - \$57,318

- 3.11 For any changes to the Work approved by both Villages that are not covered by the Grant Funds, Western Springs will be responsible for coordinating payment of such costs and La Grange will be responsible for reimbursing Western Springs, within thirty (30) days of the date of any invoice, for La Grange’s measured share of the Work based either on prices set forth in the construction contract for the Work or on prices set forth in an agreed-upon change order.

3.12 If either Party requests changes to a portion of Work that affects or benefits only its jurisdiction or expands the amount of Work to be performed within its jurisdiction beyond the scope of Work contemplated by this Agreement at the time of its approval by the Parties, the Party requesting the change shall be solely responsible for payment of all associated costs relative to such work, including design engineering, construction engineering and construction work.

4.0 Term of Agreement. This Agreement will commence on the date that the last signatory executes the Agreement after it has been approved by each Village's Board of Trustees. Except for the Mutual Indemnification provision, this Agreement will terminate after all of the Work has been completed, approved, and accepted by Western Springs and La Grange has fully reimbursed Western Springs for its share of all costs associated with the Project as provided in this Agreement.

5.0 Mutual Indemnification.

To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and its and their past and present appointed and elected officials, village presidents, trustees, directors, agents, officers, representatives, attorneys, engineers, contractors, volunteers, successors or predecessors, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of or alleged to have occurred in whole or in part in connection with the Project or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

6.0 Upon completion of the Project, that portion of the Project within the corporate limits of Western Springs and La Grange will be maintained by the respective Party with jurisdiction.

7.0 Termination; Breach. This Agreement may be terminated by either Party upon thirty (30) days' written notice without any liability to the other if (a) the Grant Funds are not approved for the Project within six (6) months of the date of the execution of this Agreement, (b) the amount of the approved Grant Funds is not sufficient to move forward with the Project because either Party lacks available funds to complete its share of the Project Costs, or (c) if a contract for the construction of the Project is not awarded within six (6) months of the date of the execution of this Agreement. This Agreement may also be terminated by either Party upon thirty (30) days' written notice if the other Party should fail substantially to perform in

accordance with the terms of this Agreement and then fails to cure such non-performance within the 30-day notice period. In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suit incurred by the prevailing Party. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

8.0 Compliance With Laws. Each Village agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project or the Work.

9.0 General Provisions.

9.1 Amendments and Modifications. Any amendment or modification of this Agreement must be in writing and agreed to by both Villages. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement.

9.2 Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party. The Parties agree and acknowledge that this Agreement has been approved and authorized by the legally constituted Boards of Trustees of each of the Parties by appropriate legislative action.

9.3 Notices. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; or (d) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

All notices to Western Springs hereunder are directed to:

Mr. Patrick R. Higgins  
Village Manager  
740 Hillgrove Avenue  
Village of Western Springs  
Western Springs, Illinois 60558  
(708) 246-1800 ext. 169  
(708) 246-0284 (facsimile)  
phiggins@wsprings.com

Mr. Michael T. Jurusik  
Village Attorney  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
(312)984-6432  
(312)986-6444 (facsimile)  
mtjurusik@ktjnet.com

With additional copies to:

and  
Mr. William Nelson  
Deputy Manager  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
(708) 246-1800 ext. 205  
(708) 246-0284 (facsimile)  
wnelson@wspring.com

A copy of all notices to La Grange shall be directed to:

Mr. Robert Pilipiszyn  
Village Manager  
Village of La Grange  
53 South La Grange  
La Grange, Illinois 60525  
(708) 579-2316  
(708) 579-0980 (facsimile)  
with copies to:  
Mark Burkland  
Village Attorney  
Holland & Knight  
131 South Dearborn Street  
Chicago, Illinois 60603  
(312) 578-6557  
(312) 578-6666 (facsimile)

and  
Mr. Ryan Gillingham  
Director of Public Works  
Village of La Grange  
320 East Avenue  
La Grange, Illinois 60525  
(708) 579-2328  
(708) 579-2330 (facsimile)

9.5 Construction And Governing Law. Construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The Parties acknowledge that they have had an

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opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.

9.6 Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

9.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior, written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.

IN WITNESS, the parties hereto have caused this Agreement to be executed by the properly authorized officials as of the date and year first above written.

\_\_\_\_\_  
John J. Lynch  
Village President  
Village of Western Springs, Illinois

\_\_\_\_\_  
Elizabeth Asperger  
Village President  
Village of La Grange, Illinois

ATTEST:

ATTEST:

\_\_\_\_\_  
Jeanine M. Jasica  
Village Clerk  
Village of Western Springs, Illinois

\_\_\_\_\_  
Bob Milne  
Village Clerk  
Village of La Grange, Illinois

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4-E-8

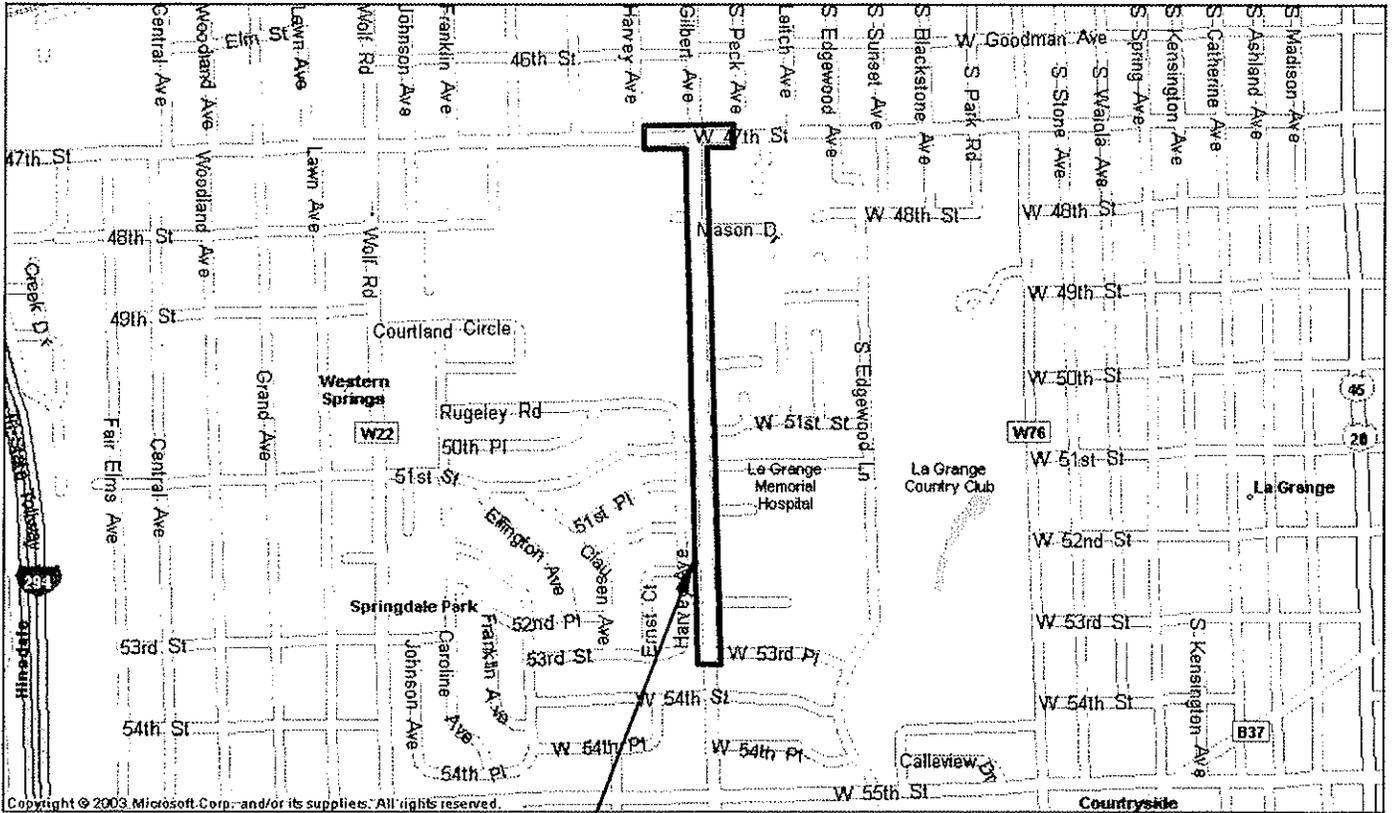
**Exhibit "A"**

Site Plan of Project Area

Willow Springs Road Between 53rd Place and 47th Street

# EXHIBIT A

## 2010 LAPP PROJECT



PROJECT LIMITS

6-11-09



JAMES J. BENES & ASSOCIATES, INC.  
950 Warrenville Road, Suite 101, Lisle, Illinois 60532  
Tel. (630) 719-7570 • Fax (630) 719-7589

4-E-10



BE IT RESOLVED, by the Village President and Board of Trustees of the  
Council or President and Board of Trustees  
 Village La Grange of La Grange Illinois  
 City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Willow Springs Road	FAU 2697	47 <sup>th</sup> Street (FAU 1504)	53 <sup>rd</sup> Place

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the preparation of contract plans for the Willow Springs Road  
Local Agency Pavement Preservation Project. The work includes HMA resurfacing, base patching, curb and  
gutter repairs, sidewalk repairs, drainage structure adjustments, and parkway restoration. The project is  
split equally between the Villages of Western Springs and La Grange with Western Springs being the lead agency  
for the project. and shall be constructed 36' to 55' wide  
 and be designated as Section 09-00089-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of forty-eight thousand nine hundred  
seventy-nine dollars and fifty cents Dollars ( \$48,979.50 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,  
 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the  
 district office of the Department of Transportation.

Approved \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 Department of Transportation  
 \_\_\_\_\_  
 Regional Engineer

I, Robert Milne Clerk in and for the  
Village of La Grange  
 City, Town or Village  
 County of Cook, hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the Village President and Board of Trustees  
Council or President and Board of Trustees  
 at a meeting on June 22, 2009  
 Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
22nd day of June  
 (SEAL)  
 \_\_\_\_\_  
 City, Town, or Village Clerk

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: June 22, 2009

RE: **MFT RESOLUTION & ENGINEERING SERVICES AGREEMENT**  
**- NEIGHBORHOOD H STREET RESURFACING PROJECT**

The streets within Neighborhood H are in need of repair and are included in the FY2009-10 budget for both design and construction. The streets included in the resurfacing program include the following street segments:

<u>Street</u>	<u>From</u>	<u>To</u>
Lincoln Avenue	IHB Railroad	East Avenue
Calendar Avenue	IHB Railroad	East Avenue
Hayes Avenue	N. of Cossitt Avenue	Finley Avenue
Sawyer Avenue	Cossitt Avenue	Finley Avenue
Washington Avenue	Cossitt Avenue	Finley Avenue

The above streets were last resurfaced between 1983 and 1988. We anticipate that the scope of work for this project will generally consist of milling and resurfacing the existing pavement, intermittent sidewalk and curb and gutter replacement, surface drainage corrections and sewer structure repairs as required.

This project is budgeted for design in FY2009-10 by utilizing MFT funds in the amount of \$68,315.04. Construction is budgeted for FY2010-11 in the amount of \$863,047. The current schedule for the project is as follows:

<u>Action</u>	<u>Completion Date</u>
Complete Engineering Design	July 2009
Award Construction Contract	Spring 2010
Construction Completion	Summer 2010

We recommend Heuer and Associates perform the engineering work for this project in accordance with the attached contract based on their experience in this type of work.

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Heuer and Associates proposes to complete the plans and specifications, and coordinate the required review and approval process with IDOT for this work for an amount not to exceed \$68,315.04.

If approved, a task order with Heuer and Associates will be executed for this work in accordance with their supplemental municipal engineering contract. Additionally, IDOT requires for the utilization of MFT funds that the Preliminary Engineering Services Agreement for Motor Fuel Tax Funds and Resolution for Improvement by Municipality Under the Illinois Highway Code be approved. These three documents are attached for your review and approval. Additional agreements will be necessary next year when the project is bid for construction.

Adequate funds exist in the Village's Motor Fuel Tax Fund to cover these expenditures.

We recommend approval of the IDOT required Motor Fuel Tax Resolution in the amount of \$68,315.04 to fund these design services. We also recommend approval of the contract with Heuer & Associates in the amount of \$68,315.04 for the development of plans and specifications for the Neighborhood H Street Resurfacing Project.

Municipality Village of La Grange	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Heuer & Associates
Township Lyons				Address 2315 Enterprise Drive - Suite 10
County Cook				City Westchester
Section 08-00081-00-RS				State Illinois

THIS AGREEMENT is made and entered into this 8th day of June, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Neighborhood Paving Project - Area H

Route N/A Length 1.40 Mi. 7,372 FT (Structure No.                     )

Termini Various Street Segments - See Attached Map

**Description:**

Roadway surface milling, pavement replacement and resurfacing, drainage structure repair or replacement, sewer repair, and the necessary surface restoration to restore disturbed areas

#### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

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- i.  Assist the LA in the tabulation and interpretation of the contractors' proposals
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost Under \$50,000	Percentage Fees	
	<u>Cost Plus Fixed Fee</u>	(see note)
	<u>Not to Exceed \$68,315.04</u>	%
	<u>As Shown on Attached Exhibit A</u>	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

4-F.3

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 5 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

4-F.4

## EXHIBIT A - PHASE II DESIGN ENGINEERING COST SCHEDULE

NEIGHBORHOOD PAVING PROGRAM - PLANNING AREA H  
VILLAGE OF LA GRANGE - MFT SECTION: 08-00081-00-RS  
HEUER & ASSOCIATES CONSULTING ENGINEERS

#	Work Element	Employee Name	Position Description	Hourly Rates				Labor Hours	Labor Cost	Outside Services	In-House Direct	Element Sub-Total	Percent of Total
				Labor	Overhead	Profit	Total						
1. Plan Development <i>field survey, data plotting planimetrics, profiles, utilities alignment, boundaries title, notes, legend, index</i>		T. Heuer	Principal Engineer	45.01	57.41	15.01	117.43	0	\$0.00				
		P. Harring	Senior Engineer	34.61	44.15	11.54	90.30	42	\$3,792.60				
		M. Golan	Project Engineer	29.47	37.59	9.83	76.89	20	\$1,537.80				
		P. Haavig	Project Engineer	29.24	37.30	9.75	76.29	0	\$0.00				
		D. Corcoran	Project Engineer	28.60	36.48	9.54	74.62	0	\$0.00				
		D. Piwowar	Project Engineer	27.35	34.89	9.12	71.36	180	\$12,844.80				
		K. Oden	Engineering Assist.	24.40	31.12	8.14	63.66	0	\$0.00	\$0.00	\$0.00	\$18,175.20	30.23%
2. Design Development <i>right-of-way, traffic, drainage, erosion control, material tables sheet divisions, display layers notes, details, data tables</i>		T. Heuer	Principal Engineer	45.01	57.41	15.01	117.43	10	\$1,174.30				
		P. Harring	Senior Engineer	34.61	44.15	11.54	90.30	150	\$13,545.00				
		M. Golan	Project Engineer	29.47	37.59	9.83	76.89	0	\$0.00				
		P. Haavig	Project Engineer	29.24	37.30	9.75	76.29	0	\$0.00				
		D. Corcoran	Project Engineer	28.60	36.48	9.54	74.62	40	\$2,984.80				
		D. Piwowar	Project Engineer	27.35	34.89	9.12	71.36	120	\$8,563.20				
		K. Oden	Engineering Assist.	24.40	31.12	8.14	63.66	0	\$0.00	\$0.00	\$0.00	\$26,267.30	43.69%
3. Pre-Final Review <i>plan checking, layer check prefinal plan check-sets municipal review updates for final plans</i>		T. Heuer	Principal Engineer	45.01	57.41	15.01	117.43	12	\$1,409.16				
		P. Harring	Senior Engineer	34.61	44.15	11.54	90.30	15	\$1,354.50				
		M. Golan	Project Engineer	29.47	37.59	9.83	76.89	0	\$0.00				
		P. Haavig	Project Engineer	29.24	37.30	9.75	76.29	0	\$0.00				
		D. Corcoran	Project Engineer	28.60	36.48	9.54	74.62	0	\$0.00				
		D. Piwowar	Project Engineer	27.35	34.89	9.12	71.36	30	\$2,140.80				
		K. Oden	Engineering Assist.	24.40	31.12	8.14	63.66	4	\$254.64	\$0.00	\$0.00	\$5,159.10	8.58%
4. Provisions & Estimates <i>special provisions, pay items quantities, cost estimates MFT documents, IDOT review permit submissions</i>		T. Heuer	Principal Engineer	45.01	57.41	15.01	117.43	12	\$1,409.16				
		P. Harring	Senior Engineer	34.61	44.15	11.54	90.30	20	\$1,806.00				
		M. Golan	Project Engineer	29.47	37.59	9.83	76.89	0	\$0.00				
		P. Haavig	Project Engineer	29.24	37.30	9.75	76.29	0	\$0.00				
		D. Corcoran	Project Engineer	28.60	36.48	9.54	74.62	0	\$0.00				
		D. Piwowar	Project Engineer	27.35	34.89	9.12	71.36	30	\$2,140.80				
		K. Oden	Engineering Assist.	24.40	31.12	8.14	63.66	15	\$954.90	\$0.00	\$0.00	\$6,310.86	10.50%
5. Planning Coordination <i>meetings, conferences, permit review dispositions correspondence</i>		T. Heuer	Principal Engineer	45.01	57.41	15.01	117.43	10	\$1,174.30				
		P. Harring	Senior Engineer	34.61	44.15	11.54	90.30	24	\$2,167.20				
		M. Golan	Project Engineer	29.47	37.59	9.83	76.89	0	\$0.00				
		P. Haavig	Project Engineer	29.24	37.30	9.75	76.29	0	\$0.00				
		D. Corcoran	Project Engineer	28.60	36.48	9.54	74.62	0	\$0.00				
		D. Piwowar	Project Engineer	27.35	34.89	9.12	71.36	5	\$356.80				
		K. Oden	Engineering Assist.	24.40	31.12	8.14	63.66	8	\$509.28	\$0.00	\$0.00	\$4,207.58	7.00%
7.04%	Total Labor Costs:							747	\$60,120.04			\$60,120.04	100%
0.96%	Other Direct Costs:									\$8,195.00	\$0.00	\$8,195.00	
8.00%	TOTAL PHASE II ENGINEERING COST:											\$68,315.04	

**NOTES:**

- Note 1: See attached Exhibit B for detail concerning hourly rates and other labor cost factors.
- Note 2: See attached Exhibit C for detail concerning the Outside Service and In-house Direct costs.
- Note 3: See attached Exhibit D for detail concerning the estimated labor hour time values.
- Note 4: The CPFF3 follows IDOT criteria for Cost pPlus Fixed Fee, Type 3 Consultant Service Agreements
- Note 5: The project length approximates 7,372 feet.

Effective Date of Schedule = 05-06-2009  
Method of Compensation = CPFF 3  
Project Complexity Factor = 0.0  
Current Approved Overhead Rate = 127.56%  
Estimated Construction Value = \$854,015.80  
Estimated Construction Working Days = N/A

M.F.G.

## EXHIBIT B - CONSULTANT RATE SCHEDULES

NEIGHBORHOOD PAVING PROGRAM - PLANNING AREA H  
VILLAGE OF LA GRANGE - MFT SECTION: 08-00081-00-RS  
HEUER & ASSOCIATES CONSULTING ENGINEERS

Consultant's Hourly Rates for Salaried Employees													
Labor Classification	Project Position Description	Employee Name	Current Range of Values						Current Applied Values				Employee Name
			Direct Labor Range		Indirect Labor Range		Hourly Billing Range		Direct Labor	Indirect Labor	Profit Factor	Hourly Rate	
			From:	To:	From:	To:	From:	To:					
Engineer V	Principal Engineer	T.Heuer	\$35.00	\$50.00	\$56.32	\$80.45	\$91.32	\$130.45	\$45.01	\$57.41	\$15.01	\$117.43	T.Heuer
Engineer IV	Senior Engineer	P.Harring	\$30.00	\$40.00	\$48.27	\$64.36	\$78.27	\$104.36	\$34.61	\$44.15	\$11.54	\$90.30	P.Harring
Engineer III	Project Engineer	M.Golan	\$20.00	\$35.00	\$32.18	\$56.32	\$52.18	\$91.32	\$29.47	\$37.59	\$9.83	\$76.89	M.Golan
Engineer II	Project Engineer	P.Haavig	\$18.00	\$35.00	\$28.96	\$56.32	\$46.96	\$91.32	\$29.24	\$37.30	\$9.75	\$76.29	P.Haavig
Engineer II	Project Engineer	D.Corcoran	\$18.00	\$30.00	\$28.96	\$48.27	\$46.96	\$78.27	\$28.60	\$36.48	\$9.54	\$74.62	D.Corcoran
Engineer II	Project Engineer	D.Piwowar	\$18.00	\$30.00	\$28.96	\$48.27	\$46.96	\$78.27	\$27.35	\$34.89	\$9.12	\$71.36	D.Piwowar
Technician	Engineering Assist.	K.Oden	\$10.00	\$30.00	\$16.09	\$48.27	\$26.09	\$78.27	\$24.40	\$31.12	\$8.14	\$63.66	K.Oden

**NOTES:**

1. The labor classifications reflect consultant's currently defined employee labor categories.
2. The direct labor rate for salaried employees based upon conventional 2080 hours/year.
3. The indirect labor rate for salaried employees based upon IDOT approved overhead.
4. The profit factor included in the computation of the hourly rate conforms to IDOT CPFF 3 with a complexity factor of 0.000.

**Consultant's Business Financials**

*(rates shown as a percentage of direct labor cost)*

Payroll Burden & Fringe Rate:	83.62%
Overhead & Indirect Cost Rate:	43.94%
Total Indirect Labor Rate:	127.56%
IDOT Project Complexity Factor:	0.000

## EXHIBIT C - OTHER DIRECT COST SCHEDULE

NEIGHBORHOOD PAVING PROGRAM - PLANNING AREA H - LA GRANGE MFT SECTION 08-00081-00-RS

Other Direct Cost Item	Quantity	Units	Rate	Costs	Description
<b>IN-HOUSE DIRECT COST ITEMS</b>					
1.					
2.					
	Sub-Total:			\$0.00	
<b>OUTSIDE SERVICE COST ITEMS</b>					
1. CGMT Inc, 762 Larsen Lane, Bensenville, Illinois 60106	1		8,195.00	\$8,195.00	Pavement core data collection and condition analysis
2.					
	Sub-Total:			\$8,195.00	
<b>Total Other Direct Costs:</b>				<b>\$8,195.00</b>	

## EXHIBIT D - ENGINEERING TIME ANALYSIS

NEIGHBORHOOD PAVING PROGRAM - PLANNING AREA H  
VILLAGE OF LA GRANGE - MFT SECTION: 08-00081-00-RS  
HEUER & ASSOCIATES CONSULTING ENGINEERS

PROJECT WORK-HOUR SUMMARY							
NAME	POSITION	PLAN DEV	DGN DEV	PRE-FINAL	PROVISIONS	COORDINATE	TOTAL HOURS
T.Heuer	Principal Engineer	0	10	12	12	10	44
P.Harring	Senior Engineer	42	150	15	20	24	251
M.Gollan	Resident Engineer	20	0	0	0	0	20
P.Haavig	Project Engineer	0	0	0	0	0	0
D.Corcoran	Project Engineer	0	40	0	0	0	40
D.Piwowar	Project Engineer	180	120	30	30	5	365
K.Oden	Engineering Assistant	0	0	4	15	8	27
TOTALS . . . .		242	320	61	77	47	747
		32.4%	42.8%	8.2%	10.3%	8.3%	100.0%

1. PLAN DEVELOPMENT		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	0	0	0	117.43	\$0.00
P.Harring	Senior Engineer	2	21	42	90.30	\$3,792.60
M.Gollan	Resident Engineer	5	4	20	76.89	\$1,537.80
P.Haavig	Project Engineer	0	0	0	76.29	\$0.00
D.Corcoran	Project Engineer	0	0	0	74.62	\$0.00
D.Piwowar	Project Engineer	6	30	180	71.36	\$12,844.80
K.Oden	Engineering Assistant	0	0	0	63.66	\$0.00
SUB-TOTAL . . . .		Time . . . . .		242	Cost . . . . .	\$18,175.20

2. DESIGN DEVELOPMENT		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	2	5	10	117.43	\$1,174.30
P.Harring	Senior Engineer	5	30	150	90.30	\$13,545.00
M.Gollan	Resident Engineer	0	0	0	76.89	\$0.00
P.Haavig	Project Engineer	0	0	0	76.29	\$0.00
D.Corcoran	Project Engineer	4	10	40	74.62	\$2,984.80
D.Piwowar	Project Engineer	6	20	120	71.36	\$8,563.20
K.Oden	Engineering Assistant	0	0	0	63.66	\$0.00
SUB-TOTAL . . . .		Time . . . . .		320	Cost . . . . .	\$26,267.30

3. PRE-FINAL REVIEW		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	3	4	12	117.43	\$1,409.16
P.Harring	Senior Engineer	3	5	15	90.30	\$1,354.50
M.Gollan	Resident Engineer	0	0	0	76.89	\$0.00
P.Haavig	Project Engineer	0	0	0	76.29	\$0.00
D.Corcoran	Project Engineer	0	0	0	74.62	\$0.00
D.Piwowar	Project Engineer	3	10	30	71.36	\$2,140.80
K.Oden	Engineering Assistant	2	2	4	63.66	\$254.64
SUB-TOTAL . . . .		Time . . . . .		61	Cost . . . . .	\$5,159.10

4. PROVISIONS & ESTIMATES		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	4	3	12	117.43	\$1,409.16
P.Harring	Senior Engineer	4	5	20	90.30	\$1,806.00
M.Gollan	Resident Engineer	0	0	0	76.89	\$0.00
P.Haavig	Project Engineer	0	0	0	76.29	\$0.00
D.Corcoran	Project Engineer	0	0	0	74.62	\$0.00
D.Piwowar	Project Engineer	6	5	30	71.36	\$2,140.80
K.Oden	Engineering Assistant	3	5	15	63.66	\$954.90
SUB-TOTAL . . . .		Time . . . . .		77	Cost . . . . .	\$6,310.86

5. PLANNING COORDINATION		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	2	5	10	117.43	\$1,174.30
P.Harring	Senior Engineer	2	12	24	90.30	\$2,167.20
M.Gollan	Resident Engineer	0	0	0	76.89	\$0.00
P.Haavig	Project Engineer	0	0	0	76.29	\$0.00
D.Corcoran	Project Engineer	0	0	0	74.62	\$0.00
D.Piwowar	Project Engineer	5	1	5	71.36	\$356.80
K.Oden	Engineering Assistant	4	2	8	63.66	\$509.28
SUB-TOTAL . . . .		Time . . . . .		47	Cost . . . . .	\$4,207.58

TOTAL TIME AND COST . . . .	Time . . . . .			747	Cost . . . . .	\$60,120.04
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Preliminary Estimate of Construction Cost . . . \$854,015.80  
Design Percent of Construction Cost . . . . . 7.04%

4-F-1

## EXHIBIT E - PROJECTED WORK SCHEDULE SUMMARY

NEIGHBORHOOD PAVING PROGRAM - PLANNING AREA H  
VILLAGE OF LA GRANGE - MFT SECTION: 08-00081-00-RS  
HEUER & ASSOCIATES CONSULTING ENGINEERS

Engineering Activity		Projected Labor Hour Distribution by Week Ending Date																														
		Engineer	January 2009					February 2009					March 2009					April 2009					May 2009					June 2009				
			WrkHours	1-3	4-10	11-17	18-24	25-31	1-7	8-14	15-21	22-28	1-7	8-14	15-21	22-28	29-31	1-4	5-11	12-18	19-25	26-30	1-2	3-9	10-16	17-23	24-31	1-6	7-13	14-20	21-27	28-30
597	2	5	5	5	5	5	5	5	5	5	5	5	5	5	2	3	5	5	5	4	1	5	5	5	5	5	5	5	5	2		
1. Plan Development	242																															
2. Design development	280																									40	60	40	40	30	20	12
3. Pre-Final Review	23																															
4. Provisions & Estimates	40																															
5. Permit Coordination	12																															

Activity		Projected Labor Hour Distribution by Week Ending Date																														
		Engineer	July 2009					August 2009					September 2009					October 2009					November 2009					December 2009				
			WrkHours	1-4	5-11	12-18	19-25	26-31	1-8	9-15	16-22	23-29	30-31	1-5	6-12	13-19	20-26	27-30	1-3	4-10	11-17	18-24	25-31	1-7	8-14	15-21	22-28	29-30	1-5	6-12	13-19	20-26
150	3	5	5	5	5	5	5	5	5	5	1	3	5	5	5	3	2	5	5	5	5	5	5	5	5	1	4	5	5	5	4	
1. Plan Development	0																															
2. Design development	40	20	20																													
3. Pre-Final Review	38	10	10	10	8																											
4. Provisions & Estimates	37	7	10	10	10																											
5. Permit Coordination	35	10	15	10																												

Activity		Projected Labor Hour Distribution by Week Ending Date																														
		Engineer	January 2010					February 2010					March 2010					April 2010					May 2010					June 2010				
			WrkHours	1-2	3-9	10-16	17-23	24-31	1-6	7-13	14-20	21-28	1-6	7-13	14-20	21-27	28-31	1-3	4-10	11-17	18-24	25-30	1-8	9-15	16-22	23-29	30-31	1-5	6-12	13-19	20-26	27-30
0	1	5	5	5	5	5	5	5	5	5	5	5	5	5	3	2	5	5	5	5	5	5	5	5	1	4	5	5	5	3		
1. Plan Development	0																															
2. Design development	0																															
3. Pre-Final Review	0																															
4. Provisions & Estimates	0																															
5. Permit Coordination	0																															

TOTAL ENGINEERING (hrs)	747			
			Engineering Activity - Time Summary (hours)	
			1. Plan Development	242
			2. Design development	320
			3. Pre-Final Review	61
			4. Provisions & Estimates	77
			5. Permit Coordination	47

## EXHIBIT F - PRELIMINARY ESTIMATE OF CONSTRUCTION COST

NEIGHBORHOOD PAVING PROGRAM - PLANNING AREA H  
VILLAGE OF LA GRANGE - MFT SECTION: 08-00081-00-RS  
HEUER & ASSOCIATES CONSULTING ENGINEERS

No.	Contract Item	Quantity	Unit Price	Cost
1	MOBILIZATION	1 L SUM	5,000.00	\$5,000.00
2	RAILROAD FLAGMAN	1 L SUM	1,500.00	\$1,500.00
3	TRAFFIC CONTROL AND PROTECTION	1 L SUM	10,000.00	\$10,000.00
4	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	167 SQ YD	10.00	\$1,670.00
5	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	21,630 SQ YD	2.50	\$54,075.00
6	EARTH EXCAVATION	750 CU YD	25.00	\$18,750.00
7	PAVEMENT REMOVAL	4,500 SQ YD	20.00	\$90,000.00
8	AGGREGATE BASE COURSE, TYPE B, 10"	1,125 CU YD	30.00	\$33,750.00
9	BITUMINOUS MATERIALS (PRIME COAT)	9,733 GALLON	1.00	\$9,733.00
10	AGGREGATE (PRIME COAT)	43 TON	7.50	\$322.50
11	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	2,919 TON	85.00	\$248,115.00
12	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	2,288 TON	85.00	\$194,480.00
13	HOT-MIX ASPHALT SURFACE COURSE - BUTT JOINT	167 SQ YD	100.00	\$16,700.00
14	PROTECTIVE COAT	40 SQ YD	1.00	\$40.00
15	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	135 FOOT	20.00	\$2,700.00
16	SIDEWALK REMOVAL AND REPLACEMENT (SPECIAL)	120 SQ FT	7.00	\$840.00
17	DETECTABLE WARNING PLATES, SPECIAL	2 EACH	100.00	\$200.00
18	PAVEMENT PATCHING	100 SQ YD	75.00	\$7,500.00
19	PERMANENT SURVEY MARKERS	2 EACH	500.00	\$1,000.00
20	STORM SEWERS, CLASS B, TYPE 2 12"	72 FOOT	300.00	\$21,600.00
21	STORM SEWERS, CLASS B, TYPE 2 20"	12 FOOT	350.00	\$4,200.00
22	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	1 EACH	2,250.00	\$2,250.00
23	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2 EACH	4,100.00	\$8,200.00
24	CATCH BASINS TO BE ADJUSTED	1 EACH	400.00	\$400.00
25	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID	1 EACH	800.00	\$800.00
26	CATCH BASINS TO BE RECONSTRUCTED	1 EACH	1,000.00	\$1,000.00
27	MANHOLES TO BE ADJUSTED	20 EACH	400.00	\$8,000.00
28	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	2 EACH	800.00	\$1,600.00
29	MANHOLES TO BE RECONSTRUCTED	3 EACH	1,000.00	\$3,000.00
30	MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, CLOSED LID	1 EACH	1,400.00	\$1,400.00
31	INLETS TO BE ADJUSTED	1 EACH	400.00	\$400.00
32	CAST IRON VAPOR TRAPS	1 EACH	250.00	\$250.00
33	SANITARY SEWER SERVICE, 6"	24 FOOT	100.00	\$2,400.00
34	TRENCH BACKFILL, SPECIAL, CA-6	105 CU YD	25.00	\$2,625.00
35	UTILITY CONFLICT RELOCATION #1	1 EACH	3,000.00	\$3,000.00
36	UTILITY CONFLICT RELOCATION #2	1 EACH	3,000.00	\$3,000.00
37	VALVE VAULT TO BE ADJUSTED	7 EACH	400.00	\$2,800.00
38	VALVE VAULT TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	2 EACH	800.00	\$1,600.00
39	VALVE VAULT TO BE RECONSTRUCTED	1 EACH	1,000.00	\$1,000.00
40	THERMOPLASTIC PAVEMENT MARKING, LETTERS & SYMBOLS	77 SQ FT	10.00	\$770.00
41	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	280 FOOT	6.00	\$1,680.00
42	SIGN PANEL - TYPE 1	202 SQ FT	20.00	\$4,040.00
43	TELESCOPING STEEL SIGN SUPPORT	305 FOOT	7.50	\$2,287.50
44	NITROGEN FERTILIZER NUTRIENT	100 POUND	1.00	\$100.00
45	PHOSPHORUS FERTILIZER NUTRIENT	100 POUND	1.00	\$100.00
46	POTASSIUM FERTILIZER NUTRIENT	100 POUND	1.00	\$100.00
47	SUPPLEMENTAL WATERING	10 UNIT	20.00	\$200.00
48	TOPSOIL FURNISH AND PLACE, 4"	40 SQ YD	10.00	\$400.00
49	SODDING, SALT TOLERANT (SPECIAL)	40 SQ YD	20.00	\$800.00

Sub-total, Construction Cost . . . . .	\$776,378.00
Construction Contingency (10%) . . . . .	77,637.80
<b>TOTAL Estimated Construction Cost . . . . .</b>	<b>\$854,015.80</b>

4-F.9



**Proposal for Geotechnical/Material Engineering Services**

**Area H Pavement Investigation  
LaGrange, Cook County, Illinois**

**Prepared for**

**Mr. Thomas Heuer, P.E.  
Heuer & Associates  
2315 Enterprise Drive – Suite 102  
Westchester, Illinois 60154**

**Prepared By  
CGMT, Inc**

**CGMT Proposal No. 09P0101-02 (Rev)**

**May 6, 2009**

4-F.10



## *Construction & Geotechnical Material Testing, Inc.*

---

762 Larsen Lane, Bensenville, Illinois 60106  
♦ Phone (630) 595-1111 ♦ Fax (630) 595-1110

May 6, 2009

**CGMT Proposal No. 09P0101-002 (Rev)**

Heuer and Associates  
Mr. Thomas Heuer, P.E.  
2315 Enterprise Drive – Suite 102  
Westchester, Illinois 60154-5811

**RE.:** Proposal for Geotechnical/Materials Engineering Services  
Area H Pavement Investigation  
LaGrange, Illinois

Dear Mr. Heuer:

We are pleased to submit a proposal for providing geotechnical and materials engineering services for the subject site, in LaGrange, Illinois. This investigation is to provide the data you require for evaluation of the in-place pavements for the Area H project.

### **PROJECT SCOPE OF SERVICES**

The project covers the area as described as Area H.

#### Field Investigation Phase

- Utility clearances through JULIE meeting.
- Thirteen (13) test cores are to be drilled. The test cores are to be drilled with a 20-amp two-speed Milwaukee coring motor with a thin-walled diamond masonry bit, at locations defined by your office. The cores are to extend two feet to the underlying subgrade.
- All core locations are to be closed with a cement grout to limit potential settlement at the pavement surface.
- In addition to coring activities CGMT will perform a limited pavement evaluation for the project. A field engineer will be present on site to visually evaluate the pavement conditions. Pavement conditions will be documented with photographs. Areas of special treatment will be highlighted in an exhibit to be appended to the report."

#### Laboratory Testing Phase

- Our laboratory testing program would include core description analysis.

#### Analysis and Report Phase

The final report would present the following:

- Core logs with detailed core descriptions.
- Detailed Pavement Conditions and Characteristics based on individual core log data.

4-F.11



**FEES**

We estimate a total cost of **\$8,195.00**, based on the projected field work, and required final report efforts. Your office would be informed of our findings on a timely basis, with a preliminary summary verbal report of our findings to be directed to your project manager within one to two days of completion of the fieldwork. A final report would be prepared within two weeks thereafter.

Our final billing would be based on the attached Schedule of Fees, and would present a summary of all of the work authorized and performed at the direction of your office. We would inform your office if possible economies could be achieved based on our findings during the field investigation. In addition, if unusual site or surface conditions are found during the drilling phase of this investigation, we i.e. possible environmental issues, deep fills, rubble, soft soils, site access, etc., additional work and costs could be incurred. Should such conditions should be encountered, we would notify your office for authorization to proceed before carrying out any work beyond the original estimate of fees.

The field investigation phase can typically be started within a few days of our receipt of written authorization to proceed. Clearance of the site underground utilities (minimum 48 hours weekdays by state law for the JULIE system, plus whatever time the Owner would need. However, at least one or more of the utilities commonly do not make the clearance deadlines, and this could impact our initial start date.

CGMT carries full general liability and professional liability insurance. A certificate can be provided upon our receipt of authorization to proceed.

Terms of payment for our services are net due within 30 days of your receipt of the invoice(s) for the subject project. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.

Should you have any questions regarding this proposal, please do not hesitate to contact our representatives. We look forward to being of service to you for this important new project.

Respectfully submitted,

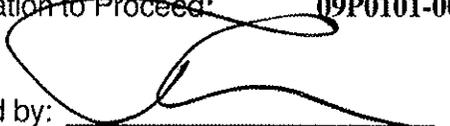
**CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC**

*Pratik Patel*

Pratik Patel  
Project Engineer

CC: File / PK

Attachment(s): Schedule of Fees  
General Terms & Conditions

Authorization to Proceed: <b>09P0101-002 (Rev) Area H Pavement Investigation</b>	
Accepted by:  Signature	Title: <u>President</u>
Name/Firm: <u>Heuer &amp; Associates</u>	Date: <u>May 7, 2009</u>

4-F.12



**SCHEDULE OF FEES: Geotechnical Engineering Services**  
 Pavement Investigation - Neighborhood Paving Project - Area H

ITEM	UNIT	NUMBER OF UNITS	UNIT PRICE	TOTAL PRICE
<b>MOBILIZATION-DEMobilIZATION</b>				
On-off site	Lump Sum	1	\$300.00	\$300.00
Layout	per Hour			\$0.00
Utility Clearances	per Hour	4	\$55.00	\$220.00
<b>FIELD INVESTIGATION</b>				
Coring Equipment with Two-Man Drill Crew: (Includes generator, coring motor, hand-auger, etc. 13 @ 2')	Per Hour	26	\$125.00	\$3,250.00
Drill Rig with Two-Man Crew: (Borings: sampled 2.5' to end of the boring.)	Per Foot	0	\$14.00	\$0.00
Support Truck	Per Day	2	\$125.00	\$250.00
Stand-by, excess set-up time, site clearing, etc.	Per Hour	0	\$100.00	\$0.00
Borehole Backfill and Grouting (Labor)	Per Boring	13	\$35.00	\$455.00
Borehole Backfill and Grouting (Materials)	Per Boring	13	\$10.00	\$130.00
Extra Split Spoon Samples	Each	0	\$15.00	\$0.00
Traffic Control	Per Day	Not required per client.		
<b>LABORATORY TESTS</b>				
Atterberg Limits	Each	0	\$50.00	\$0.00
Moisture Content	Each	0	\$5.00	\$0.00
Unconfined Compressive Strengths (SS)	Each	0	\$15.00	\$0.00
Core Analysis	Each	13	\$40.00	\$520.00
Dry Density	Each	0	\$12.00	\$0.00
Magnetic Content	Each	0	\$45.00	\$0.00
Shrinkage limit	Each	0	\$50.00	\$0.00
Organic Content	Each	0	\$50.00	\$0.00
Particle Size Analysis	Each	0	\$75.00	\$0.00
Proctor, Standard	Each	0	\$135.00	\$0.00
Illinois Bearing Ratio (IBR)	Each	0	\$245.00	\$0.00
<b>SUPERVISION, CONSULTING, INSPECTION SERVICES, ANALYSIS AND REPORTS</b>				
Senior Project Engineer/Geotechnical Engineer	Per Hour	24	\$85.00	\$2,040.00
Project Engineer	Per Hour	10	\$75.00	\$750.00
Draftsperson	Per Hour	0	\$45.00	\$0.00
Word-Processing	Per Hour	8	\$35.00	\$280.00
<b>ESTIMATE OF TOTAL FEES</b>				<b>\$8,195.00</b>

4-F-13

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of La Grange of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

Village President and Board of Trustees

ATTEST:

By \_\_\_\_\_

Village Clerk

(Seal)

By \_\_\_\_\_

Title Village President

Executed by the ENGINEER:

Heuer & Associates

2315 Enterprise Drive, Suite 102

Westchester, Illinois 60154

ATTEST:

By *Karla M. Owen*

Title Administrative Assistant

By *[Signature]*

Title President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

*4-F-14*



## GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client:** Construction & Geotechnical Material Testing, Inc. (CGMT) (Engineer) shall serve as Client's geotechnical and materials engineering consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer:** Engineer will render engineering services in accordance with generally accepted principles. Engineer makes no warranty, either express or implied, with respect to its services.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision that purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days. Client will reimburse Engineer for the cost of such suspension and remobilization.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Client, under the same terms, whenever Client shall determine that termination is in its best interests, may terminate this Agreement. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Property of Client:** Drawings, specifications, reports, and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

7. **Reuse of Documents:**

All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting there from.

8. **Compliance with Laws:** The Engineer shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations, which are in effect as of the date of this Agreement.

9. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of its net fee for the services from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer, or to the amount of the Engineer's insurance, whichever is less.

Client shall indemnify and hold harmless Engineer, up to the same amount that Engineer undertakes to indemnify the Client under this Agreement, from loss of expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise by reasons of the services rendered under this Agreement.

12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provision:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

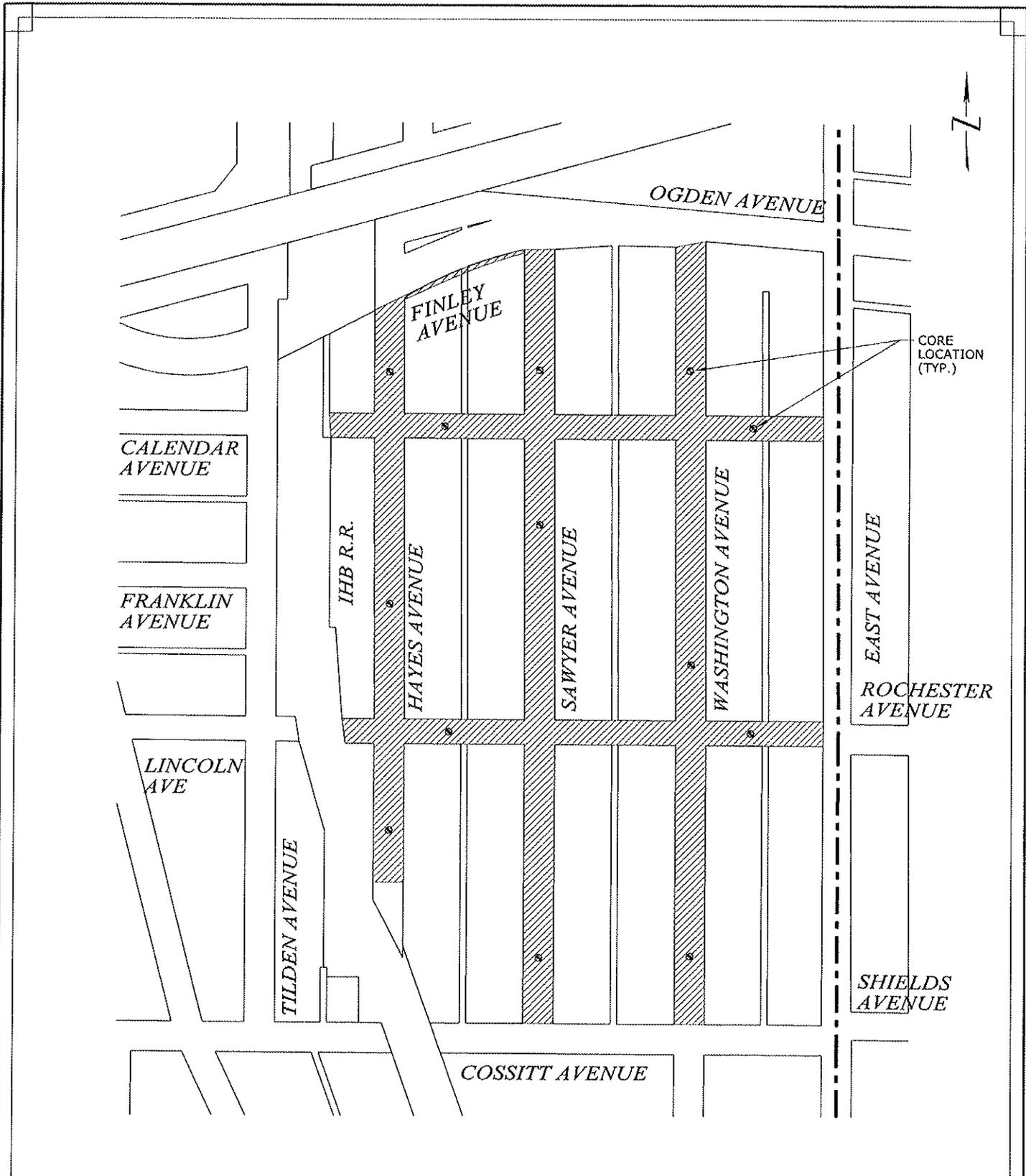
18. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

19. **Designation of Authorized Representative:** Each party shall designate one or more persons to act with authority in its behalf in respect to all aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

20. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

21. **Payment for Services:** Invoices for the work are to be submitted on the 15th and last day of the month for work done during each respective time frame. An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided at each billing cycle. Terms of payment for our services are net due at the time of receipt of the final report and our invoice. If this account is delinquent per the terms of this contract, an interest charge of 1.5 percent will be assessed on a monthly basis.

4-F-15



**PAVEMENT CORE LOCATION MAP**

VILLAGE OF LA GRANGE  
 NEIGHBORHOOD PAVING PROJECT  
 AREA H



**HEUER AND ASSOCIATES**

Consulting Engineers  
 2353 Enterprise Drive - Suite 102 - Westchester, IL 60154-5611 708-492-1000

May 8, 2009

Scale: 1" = 300'

SHEET 1 of 1

4-7-16



**Illinois Department  
of Transportation**

**Resolution for Improvement by  
Municipality Under the Illinois  
Highway Code**

BE IT RESOLVED, by the Village President and Board of Trustees of the  
La Grange Council or President and Board of Trustees  
 Village of La Grange of La Grange Illinois  
 City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Hayes Avenue		Ogden Avenue	Cossitt Avenue
Sawyer Avenue		Ogden Avenue	Cossitt Avenue
Washington Avenue		Ogden Avenue	Cossitt Avenue
Lincoln Avenue		Indiana Harbor Belt Railroad	East Avenue
Calendar Avenue		Indiana Harbor Belt Railroad	East Avenue

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of improvement of approximately 7,372 lineal feet of roadway,  
including surface milling, intermittent curb and gutter replacement, pavement replacement and resurfacing,  
drainage structure repair or replacement, sewer repair, and the necessary surface restoration to  
restore disturbed areas

and shall be constructed of variable width wide

and be designated as Section 08-00081-00-RS

2. That there is hereby appropriated the (additional  Yes  No) sum of Seventy thousand dollars  
Dollars ( \$70,000.00 ) for the  
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

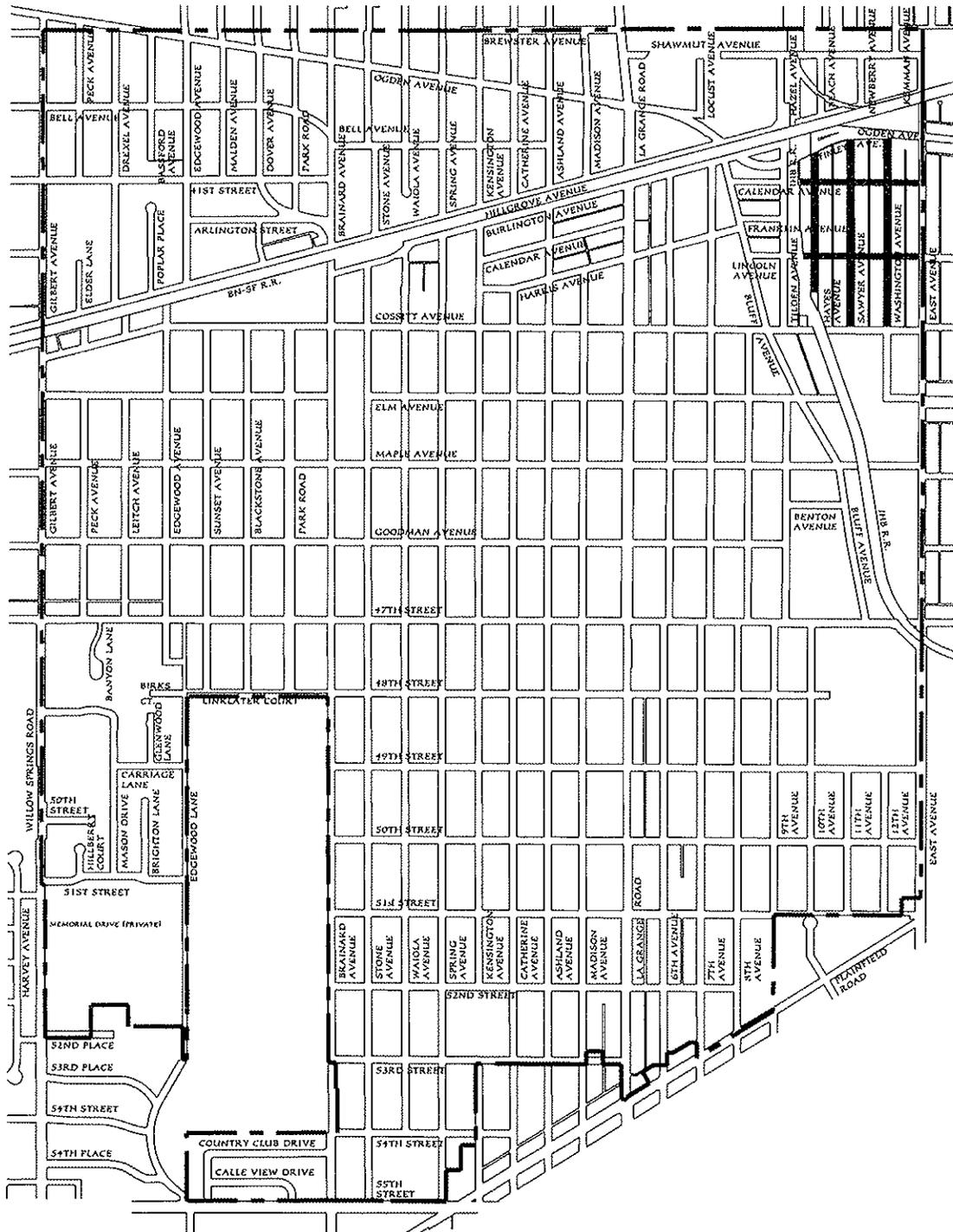
3. That work shall be done by contract ; and,  
 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved \_\_\_\_\_  
 \_\_\_\_\_  
 Date \_\_\_\_\_  
 \_\_\_\_\_  
 Department of Transportation  
 \_\_\_\_\_  
 Regional Engineer

I, Robert N. Milne Clerk in and for the  
La Grange Village of La Grange  
 City, Town or Village  
 County of Cook, hereby certify the  
 foregoing to be a true, perfect and complete copy of a resolution adopted  
 by the Village President and Board of Trustees  
 Council or President and Board of Trustees  
 at a meeting on June 8, 2009  
 Date  
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this  
8th day of June, 2009  
 (SEAL)  
 \_\_\_\_\_  
 City, Town, or Village Clerk

4-F.1.1



**PROJECT VICINITY MAP**

VILLAGE OF LA GRANGE  
 NEIGHBORHOOD PAVING PROJECT  
 AREA H



**HEUER AND ASSOCIATES**  
 Consulting Engineers  
 2315 Enterprise Drive • Suite 172 • Westchester, IL 60154-5811 708-492-1000  
 October 2, 2008  
 Scale: 1" = 1500'  
 SHEET 1 of 1

4-18

## ENGINEERING SERVICES TASK ORDER

In accordance with Section 1.2 of the MASTER CONTRACT between the Village of La Grange (the "Village") and Heuer & Associates, P.C. (the "Consultant"), the parties agree to the following described Task.

**TASK ORDER NUMBER:** HA2009.002

**TASK NAME:** Design Engineering - Neighborhood H Paving Improvements

**CONTRACTED SERVICES:** The scope of services will include engineering survey, preparation of planning documents, the preparation of special provisions and contract documents, preparation of MFT documents, and the preparation of a preliminary cost analysis required for the resurfacing or reconstruction of about 7,372 lineal feet of pavement within the Neighborhood H planning area.

**PROJECT SCHEDULE:** The following presents an outline of the project schedule.

ACTIVITY	COMPLETION DATE
Plan Development	June 5, 2009
Design Development	June 30, 2009
Pre-Final Review	July 18, 2009
Provisions and Estimates	July 18, 2009
Planning Coordination	July 25, 2009

**PROJECT COMPLETION:** July 31, 2009 is the anticipated date for project completion.

**PROJECT PRICING:** Project specific pricing is provided in ATTACHMENT A. The total estimated cost for this task is \$ 68,315.04.

**CONTRACT CHANGES:** There are no anticipated changes to the Master Contract.

4-4-19

**VILLAGE:**

**CONSULTANT:**

\_\_\_\_\_  
Signature

Ryan C. Gillingham, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Thomas A. Heuer, P.E.  
President

May 7, 2009  
Date



NOTE: If greater than \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

Robert J. Pilipiszyn  
Village Manager

\_\_\_\_\_  
Date

NOTE: If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

\_\_\_\_\_  
Signature

Elizabeth Asperger  
Village President

\_\_\_\_\_  
Date

4-F-20

## TASK ORDER ATTACHMENT A

The following table provides projected labor hours to define the estimated cost for the completion of the Task Order. The hourly rates reflects the values approved under the Master Agreement.

PROJECT SPECIFIC PRICING TABLE								
TASK ORDER NO. HA2009.002								
Labor Category	Hourly Rate	Task 1 Plan Develop	Task 2 Design Develop	Task 3 Pre-Final Review	Task 4 Provisions & Estimates	Task 5 Planning Coordinate	Total Hours	Total Cost
Principal Engineer	\$117.43	0	10	12	12	10	44	\$5,166.92
Senior Engineer	\$90.30	42	150	15	20	24	251	\$22,665.30
Resident Engineer	\$76.89	20	0	0	0	0	20	\$1,537.80
Project Engineer	\$76.29	0	0	0	0	0	0	\$0.00
Project Engineer	\$74.62	0	40	0	0	0	40	\$2,984.80
Project Engineer	\$71.36	180	120	30	30	5	365	\$26,046.40
Engineering Assistant	\$63.66	0	0	4	15	8	27	\$1,718.82
Hour Sub-totals:		242	320	61	77	47	747	
Cost Sub-totals:		\$18,175.20	\$26,267.30	\$5,159.10	\$6,310.86	\$4,207.58		
Sub-Total . . .								\$60,120.04
Outside Services: Geo-technical Sub-Consultant, Pavement Cores and Analysis . . .								\$8,195.00
TOTAL FOR TASK ORDER . . .								\$68,315.04

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VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Mark Burkland, Village Attorney

DATE: June 22, 2009

RE: **ORDINANCE -- PREVAILING WAGE RATES FOR 2009**

---

Under the Illinois Prevailing Wage Act, the Village, in June of each year, must establish the prevailing wage rates to be paid by contractors and subcontractors to their employees for public works projects under contracts with the Village. Each year, the Illinois Department of Labor establishes the prevailing wage rates being paid in numerous job classifications for each county in the State. All or nearly all municipalities adopt the IDOL's determination of prevailing wage rates. Although a municipality may independently ascertain the prevailing wage rates within its locality, it is a complex process that undoubtedly would be contested by unions if it resulted in lower wage rates.

The attached ordinance would adopt, for use in La Grange, the IDOL's determination of prevailing wage rates for Cook County. This is the same ordinance that the Village adopted last year, updated with the June 2009 prevailing wage rates.

We recommend that the ordinance be approved.

4-6

VILLAGE OF LA GRANGE

ORDINANCE NO. O-09-\_\_\_\_\_

AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES  
FOR LABORERS, MECHANICS, AND OTHER WORKERS  
FOR VILLAGE OF LA GRANGE PUBLIC WORKS PROJECTS IN 2009

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, effective July 1, 1941, and codified as amended at 820 ILCS 130/1 *et seq.* (the "Act"); and

WHEREAS, the Act requires that the Village of La Grange (the "Village") investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of the Village who are employed in performing construction of public works for the Village;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, County of Cook 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. Ascertainment and Application of Prevailing Wages. To the extent and as required by the Act, the general prevailing rate of wages in this locality for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of June 2009, a copy of that determination being attached hereto and incorporated herein by reference as Exhibit A. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June 2009 determination and apply to any and all public works construction undertaken by the Village.

Section 3. Contractors' Responsibility. Each contractor or subcontractor engaged in construction of public works for the Village to which the general prevailing rate of hourly wages are required by the Act to be paid shall submit to the Village a certified payroll on a monthly basis, in accordance with Section 5 of

4-6-1

the Act. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Act. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that certifies that (A) such records are true and accurate, (B) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (C) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely on the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act (i) to the Village and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

Section 4. Definitions; Applicability. The definition of any term appearing in this Ordinance that also is used in the Act shall be the same as in the Act. Nothing herein contained shall be construed to apply to the general prevailing rate of wages for Cook County as herein ascertained to any work or employment except public works construction of the Village conducted in Cook County to the extent required by the Act.

Section 5. Posting and Inspection. The Village Clerk shall publicly post or keep available for inspection by any interested party in the main office of the Village this determination or any revisions to the prevailing rate of wages for Cook County. A copy of this determination or of any revised determination of prevailing rate of wages for Cook County then in effect shall be attached to all public works construction contract specifications.

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

Section 7. Publication. The Village Clerk shall cause a copy of this Ordinance to be published in a newspaper of general circulation within the area within 30 days after its filing with the Secretary of State Index Division of the State of Illinois and the Department of Labor of the State of Illinois, and such publication shall constitute notice that this determination is effective and that this is the determination of the Village.

Section 8. Mailing upon Request. The Village Clerk shall mail a copy of this determination to any employer, and to any association of employers, and to any person or association of employees who have filed their names and addresses,

4-G.2

requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

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

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

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

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Robert N. Milne, Village Clerk

# 3788758\_v1

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**EXHIBIT A**

Illinois Department of Labor Prevailing Wages for Cook County  
June 2009

## Cook County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	=====	=====	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			34.750	35.250	1.5	1.5	2.0	8.830	6.170	0.000	0.270
ASBESTOS ABT-MEC	BLD			29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER	BLD			41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	7.850	7.410	0.000	0.170
CERAMIC TILE FNSHER	BLD			32.150	0.000	2.0	1.5	2.0	6.150	7.370	0.000	0.380
COMM. ELECT.	BLD			35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN	ALL			30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN	ALL			38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN	ALL			39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR	ALL			30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER	BLD			37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR	BLD			39.900	42.400	1.5	1.5	2.0	9.170	10.46	0.000	0.320
IRON WORKER	ALL			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER	ALL			34.750	35.500	1.5	1.5	2.0	8.830	6.170	0.000	0.270
LATHER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
MACHINIST	BLD			40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS	ALL			28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I	ALL			24.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MATERIALS TESTER II	ALL			29.750	0.000	1.5	1.5	2.0	8.830	6.170	0.000	0.270
MILLWRIGHT	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
OPERATING ENGINEER	BLD 1			43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 2			42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 3			39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	BLD 4			38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	FLT 1			47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 2			45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 3			40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	FLT 4			33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER	HWY 1			42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 2			41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 3			39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 4			38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER	HWY 5			36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER	ALL			39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER	ALL			36.900	41.510	1.5	1.5	1.5	7.350	8.400	0.000	0.470
PAINTER SIGNS	BLD			30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIVER	ALL			39.770	41.770	1.5	1.5	2.0	9.460	7.790	0.000	0.490
PIPEFITTER	BLD			42.050	45.050	1.5	1.5	2.0	7.660	8.550	0.000	1.370
PLASTERER	BLD			38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER	BLD			43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER	BLD			36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER	BLD			39.130	42.260	1.5	1.5	2.0	9.130	11.83	0.000	0.610
SIGN HANGER	BLD			27.360	28.210	1.5	1.5	2.0	4.350	2.530	0.000	0.000
SPRINKLER FITTER	BLD			40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR	ALL			40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON	BLD			38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER	BLD			33.810	0.000	1.5	1.5	2.0	6.150	9.850	0.000	0.310
TERRAZZO MASON	BLD			37.390	40.390	1.5	1.5	2.0	6.150	11.11	0.000	0.350
TILE MASON	BLD			38.630	42.630	2.0	1.5	2.0	6.150	9.010	0.000	0.500

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TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	38.200	39.200	1.5	1.5	2.0	6.580	9.550	0.000	0.280

Legend:

- M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
- OSA (Overtime is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

## Explanations

### COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

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surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers

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treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

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Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -

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Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

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turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

May 25, 2009

Consolidated Voucher 090525

<u>Fund No.</u>	<u>Fund Name</u>	<u>05/25/09 Voucher</u>	<u>05/15/09 Payroll</u>	<u>Total</u>
01	General	64,310.34	252,168.89	316,479.23
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	115.12		115.12
23	TIF	10,850.00		10,850.00
24	ETSB	12,955.00		12,955.00
40	Capital Projects	7,751.92		7,751.92
50	Water	2,695.25	34,496.22	37,191.47
51	Parking	1,803.01	22,161.88	23,964.89
60	Equipment Replacement			0.00
70	Police Pension	3,296.64		3,296.64
75	Firefighters' Pension	1,798.86		1,798.86
80	Sewer	2,130.38	8,330.67	10,461.05
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>107,706.52</u>	<u>317,157.66</u>	<u>424,864.18</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

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Trustee

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Trustee

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**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

June 8, 2009

Consolidated Voucher 090608

<u>Fund No.</u>	<u>Fund Name</u>	<u>06/08/09 Voucher</u>	<u>05/29/09 Payroll</u>	<u>Total</u>
01	General	178,193.78	257,494.97	435,688.75
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF	27,774.54		27,774.54
24	ETSB	4,549.05		4,549.05
40	Capital Projects	28,079.00		28,079.00
50	Water	16,822.53	34,690.09	51,512.62
51	Parking	5,081.84	22,168.91	27,250.75
60	Equipment Replacement	119,257.53		119,257.53
70	Police Pension			0.00
75	Firefighters' Pension	1,942.00		1,942.00
80	Sewer	23,809.16	8,538.80	32,347.96
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>405,509.43</u>	<u>322,892.77</u>	<u>728,402.20</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

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Trustee

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Trustee

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Trustee

4-I

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

June 22, 2009

Consolidated Voucher 090622

<u>Fund No.</u>	<u>Fund Name</u>	<u>06/22/09 Voucher</u>	<u>06/12/09 Payroll</u>	<u>Total</u>
01	General	129,470.23	264,014.99	393,485.22
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax			0.00
23	TIF	1,870.80		1,870.80
24	ETSB			0.00
40	Capital Projects	55,513.85		55,513.85
50	Water	134,771.59	36,479.05	171,250.64
51	Parking	1,997.09	22,205.36	24,202.45
60	Equipment Replacement	4,445.00		4,445.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	6,915.99	8,275.20	15,191.19
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>334,984.55</u>	<u>330,974.60</u>	<u>665,959.15</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

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President

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Trustee

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Trustee

4-5

MINUTES

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING  
Village Hall Auditorium  
53 South La Grange Road  
La Grange, IL 60525

Monday, May 11, 2009 - 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL

The Board of Trustees of the Village of La Grange regular meeting was called to order at 7:30 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were present:

PRESENT: Trustees Langan, Livingston, Horvath, Kuchler, Palermo and Wolf

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Paula Kirlin  
Assistant Community Development Director / Planner Angela Mesaros  
Finance Director Lou Cipparrone  
Public Works Director Ryan Gillingham  
Fire Chief David Fleege  
Police Chief Mike Holub

2. PRESIDENT'S REPORT

A. Oath of Office – Fire Captain Donald Gay

With the retirement of Fire Captain Greg Michalek, the La Grange Board of Fire and Police Commissioners have promoted Fire Lieutenant Donald Gay to the rank of Fire Captain effective May 2, 2009. President Asperger enumerated on the vast amount of responsibilities and accomplishments Fire Captain Gay has achieved. Village Clerk Milne administered the oath of office.

B. Oath of Officer – Fire Lieutenant Brian Sible

With the promotion of Donald Gay to Fire Captain, the La Grange Board of Fire and Police Commissioners have promoted Firefighter / Paramedic Brian Sible to the rank of Fire Lieutenant effective May 2, 2009. President Asperger noted the list of credentials compiled by Fire Lieutenant Brian Sible. Village Clerk Milne administered the oath of office.

4-12

C. Oath of Office – Police Officer Alex Mac Dougall

In anticipation of a retirement within the Police Department, President Asperger noted that authorization to hire a Police Officer in advance of that retirement had been given by the Village Board. The La Grange Board of Fire and Police Commissioners recently appointed Alex Mac Dougall to this position. President Asperger welcomed Alex and Village Clerk Milne administered the oath of office.

D. Oath of Office – Police Lieutenant Renee Strasser

In anticipation of a retirement within the command rank of the La Grange Police Department, the La Grange Board of Fire and Police Commissioners promoted Police Sergeant Renee Strasser to the rank of Police Lieutenant effective May 1, 2009. President Asperger indicated the numerous awards and commendations received by Lieutenant Renee Strasser and Village Clerk Milne administered the oath of office.

E. Appointments and Re-appointments – Advisory Boards and Commissions

President Asperger recommended the appointments and re-appointments of the following: Wayne Vantluka who resides at 219 N. Stone to serve on the Board of Fire and Police Commission until 2012; Steve Palmer who resides at 1010 – 41<sup>st</sup> Street to serve on the Community and Economic Development Commission until 2012; Mark Reich who resides at 210 S. Park Road to serve on the Community and Economic Development Commission until 2012; Elizabeth Stiles who resides at 610 S. 6<sup>th</sup> Avenue to serve on the Community and Economic Development Commission until 2012; John Stewart who resides at 340 S. Blackstone to serve on the Community and Economic Development Commission until 2010; Richard Holly who resides at 30 N. Catherine to serve on the Community and Economic Development Commission until 2010; Mark Ozer who resides at 1011 S. Madison to serve on the Design Review Commission until 2012; William Holder who resides at 611 S. Waiola to serve on the Emergency Telephone System Board until 2010; Linda Christianson who resides at 131 S. Edgewood Ave. to serve on the Environmental Quality Control Commission until 2011; David Fleege to serve on the Firemen's Pension Board until 2012; Jeff Nowak who resides at 515 S. Waiola to serve on the Plan Commission until 2011; Laura Weyrauch who resides at 312 S. Madison to serve on the Plan Commission until 2012; Tom Williams who resides at 114 N. Catherine to serve on the Plan Commission until 2012; Stephen Randolph who resides at 206 Leitch Avenue to serve on the Plan Commission until 2012; Lou Cipparrone to serve on the Police Pension Board until 2011; Rose Naseef who resides at 911 S. Stone Avenue to serve on the Zoning Board of Appeals until 2014; and Peter O'Connor who resides at 534 Sunset to serve on the Zoning Board of Appeals until 2014.

Trustee Langan moved to approve the appointments and re-appointments as noted, seconded by Trustee Horvath. Approved by unanimous voice vote.

4-K.1

F. Trustee Assignments

President Asperger explained that in addition to their regular duties, Village Trustees are also assigned the responsibility for presenting items at Village Board meetings and serve as liaisons between the Village Board and its various advisory boards and commissions. Responsibility for Board Presentation as assigned by President Asperger are:

Community Relations	-	Trustee Palermo
Economic Development	-	Trustee Langan
Finance	-	Trustee Holder
Intergovernmental Relations	-	Village President
Planning and Zoning	-	Trustee Kuchler
Public Safety	-	Trustee Livingston
Public Works	-	Trustee Horvath

Liaison assignments as assigned by President Asperger are Community and Economic Development Commission, Trustee Kuchler; Design Review Commission, Trustee Livingston; Environmental Quality Control Commission, Trustee Horvath; Plan Commission, Trustee Langan and Holder; and Zoning Board of Appeals, Trustee Palermo.

President Asperger indicated that the Farmer's Market will resume on Thursday, May 14 in the parking lot adjacent to the Village Hall.

The La Grange Business Association will introduce its summer special event "The Big Picture" which will provide a display of artwork created by local artists.

Ahhh! La Grange Weekend will be celebrated with a carnival beginning on Friday, May 29 through Sunday, May 31. The 63<sup>rd</sup> Annual La Grange Pet Parade will be on Saturday, May 30.

The Southwest Suburban Center on Aging also know as the Senior Center has officially changed its name to Aging Care Connections.

President Asperger invited all to attend the next meeting of the Village Board which will be in a workshop format on Monday, May 18 to discuss preliminary aspects of establishing a business district.

Lastly, President Asperger expressed rebuttal comments in her Letter to the Editor of the Chicago Tribune relating to the May 3, 2009 article "*Your Government In Secret*" written by Tribune Reporter David Kidwell. President Asperger noted inaccuracies and misconceptions printed in the article.

4-K.2

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Tim Kelsas, 67 N. Brainard welcomed those newly assigned to the Advisory Boards and Commissions. Mr. Kelsas also welcomed incoming elected officials and thanked outgoing Trustee Wolf for her service to the community

Joan Hoigard, 345 Sixth Avenue inquired about criteria for those newly appointed and President Asperger responded. Ms. Hoigard expressed frustration and concerns relating to process by which the Zoning Board of Appeals performs its function. President Asperger noted that as each case is unique the Village Attorney is at times consulted.

Kathy Deane, 100 S. Ashland thanked Trustee Wolf for her years of service to the community.

Bob O'Brien, 138 N. Madison noted his presence if the Board had any questions regarding his request for a variation.

Kate Brogan, 219 S. Madison also thanked Barb Wolf for her years of service as Village Trustee.

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-09-13) – Variation – Structural Type & Maximum Gross Surface Area of Sign / 6<sup>th</sup> Avenue Development Group, 47 S. 6<sup>th</sup> Avenue
- B. Retainer Agreements – To Fund Final TIF Operational Expenditures (Chicago Project Management, Western Springs, IL and Holland & Knight, LLP Chicago, IL)
- C. Professional Services Agreement – Village Engineer (Heuer & Associates P.C.)
- D. Professional Services Agreement – Village of La Grange Combined Sewer System Overflow Plan (Heuer and Associates)
- E. Ordinance (#O-09-14) – Authorizing Acquisition of an Easement and Approving a License Agreement for Construction of Stormwater and Sanitary Sewer Mains as Part of the Bluff Avenue Reconstruction Project
- F. Intergovernmental Agreement & Award of Contract – Traffic Signal LED Retrofit Project (Brookfield and Western Springs; IDOT; and Lyons Pinner Electric)
- G. Purchase – Public Works Department / Replacement of General Utility Pick-up Truck (Landmark Ford, Springfield, IL)
- H. Map Amendment – Short Term Parking Space / Loading Zones Within the Central Business District – 300 Block W. Hillgrove Avenue

4-K.3

- I. Resolution (#R-09-10) – Request to Close La Grange Road / Pet Parade
- J. Consolidated Voucher 090427 (\$711,931.28)
- K. Consolidated Voucher 090511 (\$786,195.43)
- L. Minutes of the Village of La Grange Public Hearing and Board of Trustees Regular Meeting Monday, April 13, 2009
- M. Minutes of the Village of La Grange Board of Trustees Regular Meeting Monday, April 27, 2009

Trustee Palermo inquired about the need to purchase a replacement general utility pick-up truck in the Public Works Department and Finance Director Lou Cipparrone clarified the purchase. Trustee Langan also noted that the previous vehicle was in need of costly repairs and maintenance.

It was moved by Trustee Langan to approve items A, B, C, D, E, F, G, H, I, J, K, L, and M of the Omnibus Agenda, seconded by Trustee Horvath. Approved by roll call vote.

Ayes: Trustees Horvath, Kuchler, Langan, Livingston, Palermo, Wolf and President Asperger  
Nays: None  
Absent: None

## 5. CURRENT BUSINESS

- A. Ordinance (#O-09-15) Variation – Side and Rear Setbacks for Accessory Structures and Maximum Building Coverage / Robert J. O'Brien, Jr., 138 N. Madison Avenue: Referred to Trustee Horvath

Trustee Horvath explained the unique circumstances relating to this request for a variation from setback requirements and maximum building coverage in order to replace a one-car detached garage with a new two-car detached garage in the same location. Trustee Horvath noted that the requested variation falls within the authorized limits of the Zoning Code and on April 16, 2009 the Zoning Board of Appeals held a public hearing on this matter and recommend the variation be granted as requested by a five to one vote with one commissioner absent

It was moved by Trustee Horvath to approve the ordinance for a variation of side and rear setbacks for accessory structures and for maximum building coverage at 138 N. Madison Avenue, seconded by Trustee Palermo.

4-K.4

Trustee Palermo inquired why this item was not placed on the Omnibus agenda and President Asperger indicated the Zoning Board of Appeals did not have a unanimous vote, therefore it has been the Village's practice for the Village Board to consider the item under current business. Trustee Palermo also inquired why the set back and maximum building coverage were not voted on separately and Assistant Community Development Director Angela Mesaros responded that the Zoning Board of Appeals felt the two items could be combined.

Approved by roll call vote.

Ayes: Trustees Horvath, Kuchler, Langan, Livingston Palermo, and Wolf  
Nays: None  
Absent: None

B. Special Event – La Grange business Association “Ahhh! La Grange Carnival”:  
Referred to Trustee Livingston

Trustee Livingston made known that the La Grange Business Association has requested the Board's permission to conduct the “Ahhh! La Grange Carnival” which would take place Friday, May 29 through Sunday May 31, with the Pet Parade being held on Saturday, May 30. Trustee Livingston explained the details of the event including a request to sell beer and wine during the operating hours. Trustee Livingston explained that the sale and service of liquor would be conducted by a licensed caterer and that the La Grange Business Association would monitor and control liquor management.

It was moved by Trustee Livingston to approve the “Ahhh! La Grange Carnival” subject to specific conditions; 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 the 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, seconded by Trustee Horvath.

Trustee Horvath indicated his interest in making certain that it be know that businesses within the carnival midway would be open during the event.

Approved by roll call vote.

Ayes: Trustees Horvath, Kuchler, Langan, Livingston, Palermo, and Wolf  
Nays: None  
Absent: None

President Asperger opened the floor for public comments on items not on the agenda.

4-K-5

Rose Ashby, 121 S. Ashland, spokesperson for Kathy Deane, indicated the website where the Chicago Tribune article is posted.

Lisa Nelson, 44 S. Spring expressed concerns regarding lawn care services leaving pellets on public sidewalks where children and or pets may come in contact. President Asperger referred her matter to the Village Manager for follow-up.

Rose Naseef, 911 S. Stone noted her concerns with the chemicals and pollutants being released into the sewer system. Ms. Naseef also encouraged the use of rain barrels to help conserve water.

6. RECOGNITION OF RETIRING VILLAGE TRUSTEE

A. Resolution of Appreciation – Retiring Village Trustee Barbara Wolf

President Asperger recognized outgoing Trustee Barbara Wolf for her contributions to the community as Village Trustee. President Asperger recited a Resolution of Appreciation for Trustee Wolf and on behalf of the entire Village Board extended deepest appreciation and warmest personal regards for her years of public service by presenting her with an engraved plaque.

7. FAREWELL BY OUTGOING VILLAGE TRUSTEE

Trustee Wolf expressed her thanks for the opportunity to serve the residents of La Grange. Trustee Wolf attributed achievements being accomplished through open debates and discussions.

Village President Asperger reiterated the honors to outgoing Trustee Wolf and the audience responded with a standing ovation. President Asperger stated there would be a short recess prior to the swearing in and seating of the re-elected and newly elected Village Officials.

Trustee Palermo expressed his appreciation for Trustee Wolf's genuine contribution and careful decision making as Village Trustee.

Trustee Horvath concurred with Trustee Palermo's comments.

Trustee Kuchler also echoed Trustee Wolf's outstanding service to the community.

Trustee Langan and Trustee Livingston expressed their thanks to Trustee Wolf for her years of service.

8. OATH OF OFFICE AND SEATING OF NEWLY ELECTED AND RE-ELECTED VILLAGE OFFICIALS

4-K.6

Village President Asperger reconvened the meeting and stated that those elected at the April 7, 2009 consolidated election would receive the oath of office.

A. Oath of Office – Village Clerk, Robert Milne (re-elected)

President Asperger administered the Oath of Office to re-elected Village Clerk Robert Milne

B. Oath of Office – Village Trustees Bill Holder, Michael Horvath (re-elected), and Mark Langan (re-elected)

Village Clerk Milne administered the Oath of Office to newly elected Village Trustee Holder; re-elected Village Trustee Horvath; and re-elected Trustee Langan

C. Oath of Office – Village President, Elizabeth M. Asperger (re-elected)

Village Clerk Milne administered the Oath of Office to re-elected Village President Asperger

Trustee Kuchler expressed congratulations to the upcoming 2009 graduates. Trustee Kuchler commented on the Chicago Tribune article indicating that the Board strives for transparency in every matter.

President Asperger welcomed newly elected Trustee Holder to the Village Board

9. ADJOURNMENT

At 9:05 p.m. it moved by Trustee Langan to adjourn, seconded by Trustee Palermo. Approved by unanimous voice vote.

ATTEST:

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

\_\_\_\_\_  
Robert N. Milne, Village Clerk

\_\_\_\_\_  
Approved Date

4 K.7

MINUTES

VILLAGE OF LA GRANGE  
SPECIAL MEETING OF THE  
VILLAGE BOARD OF TRUSTEES

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

Monday, May 18, 2009 – 7:30 p.m.

1. Call to Order and Roll Call

The Board of Trustees of the Village of La Grange special meeting was called to order at 7:33 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were present:

PRESENT: Trustees Holder, Horvath, Kuchler, Langan, Livingston, and Palermo

ABSENT: None

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Paul Kirlin  
Community Development Director Patrick Benjamin  
Assistant Community Development Director Angela Mesaros  
Finance Director Lou Cipparrone  
Fire Chief David Fleege

Prior to beginning the meeting, President Asperger publicly congratulated Community Development Director Patrick Benjamin for his 20 years of public service with the Village.

2. Economic Development / Business District Proposal

A. Overview

President Asperger opened that one of the main strategic priorities for the Village Board is economic development. President Asperger explained that a Business District is an economic development tool available to the Village as a means to continue to support local businesses. State Statute provides the legislative framework for establishing a business district.

4-2

On a parallel line, the Village Board will also be discussing ways to support the La Grange Business Association (LGBA).

B. Presentation

President Asperger requested Village Manager Robert Pilipiszyn and Community Development Director Patrick Benjamin to comment on the proposed Business District.

Village Manager Pilipiszyn indicated that a Business District designation is being proposed in order to create the underlying authority which would enable the Village to continue to use public funds for business development and economic development purposes. Mr. Pilipiszyn further reasoned that the goals of the Business District would be to: maintain the Village's current vitality through enhanced marketing and promotional activities; conduct further business development within the proposed district boundaries through programmed retention and reinvestment activities (e.g. – façade renovation loans); and to position the Village to effectively respond to redevelopment opportunities and proposals in the future.

Mr. Pilipiszyn noted that staff is seeking direction and/or concurrence from the Village Board not only to move forward on establishing a Business District, but also on the following and more specific planning elements: boundaries of the district; general objectives stated within the vision plan; funding; and management and administration of the district.

Mr. Pilipiszyn noted the statutory process for establishing a district and that further input, consent and authorization would be sought from the Village Board before any programs or activities are implemented.

Finally, Mr. Pilipiszyn noted that budgeting restrictions severely limit what the Village can do for the time being, which is why the Village needs to identify a reliable revenue source over the long term.

Community Development Director Patrick Benjamin explained the statutory criteria for establishing a Business District and described how it could function in La Grange.

C. Discussion

President Asperger invited comments from the audience.

Bernard Martin, 122 Sunset expressed concerns regarding taxing authority. Mr. Pilipiszyn indicated it is not the intention to create a taxable district as provided in the Business District Statute. Mr. Benjamin displayed the proposed Business District boundaries which could encompass the Central Business District; the

4-6-1

West End Business District; East Avenue area; and the YMCA property. These boundaries are consistent with the sub-area plan for the BNSF railroad corridor as contained in the Village's Comprehensive Plan.

Trustee Holder inquired if the areas noted might also cover residential areas and Mr. Benjamin indicated that the areas previously determined by the TIF District were utilized as a guide and may also include some multi-family residences. The proposed boundaries are staff's best opinion.

Trustee Kuchler questioned the goal of forming a Business District and inquired why it could not encompass the industrial area and the Village as a whole. Village Attorney Paula Kirilin noted that State Statute would not permit the entire Village to be declared as a Business District. Mr. Pilipiszyn noted that requests for Village services or support have come from businesses within the proposed boundaries, not in other areas of the Village.

Trustee Kuchler expressed concerns of equity and limiting development and expansion within the Village. Trustee Kuchler noted that some areas outside of the proposed Business District are in need of renovation. Mr. Pilipiszyn explained that businesses in those other areas of the Village have not approached the Village about small business assistance opportunities; many are professional or personal services; and that the Village would have to be the catalyst for reinvestment.

Trustee Horvath concurred with Trustee Kuchler about equity among all businesses.

Trustee Kuchler inquired what priorities would be derived by forming a Business District and is the goal to increase sales tax revenue. Mr. Pilipiszyn indicated the hope is to maintain vitality in the business community and to facilitate business development through marketing and promotional events. Preserving sales tax revenue via business retention was noted as an important consideration.

Trustee Kuchler stated he continues to have concerns with the exclusion of certain areas. Trustee Langan noted his support for the proposed boundaries. Further, the concentrated approach is consistent with the Comprehensive Plan.

Mr. Benjamin stated that this is a starting point and the suggested boundaries are mirrored after what is currently in place (Design Overlay District).

Trustee Kuchler felt that the proposed boundaries were too large and not focused. He does not necessarily agree with the boundaries of the design overlay district. President Asperger disagreed and in her opinion, there was tremendous joinder between the Central Business District and the West End Business District.

4-2.2

Trustee Kuchler inquired if the Village was targeting major retailers. Mr. Pilipiszyn responded that the Comprehensive Plan envisions retail in-fill and mixed use / transit-oriented developments such as Spring Avenue Station and Beacon Place.

Trustee Horvath asked if a business district was needed for marketing and promotion. Mr. Pilipiszyn responded not necessarily, but that a Business District would resolve any question about appropriate use of public funds.

Trustee Livingston believes that this is the right discussion and good timing of the discussion. However, the Village needs to move on marketing and partnership aspects with the LGBA and that perhaps these items should be separated from the Business District discussion.

Trustee Palermo inquired as to the parameters of eminent domain as a result of the Kelo decision. Village Attorney Kirlin indicated that it would have to be evaluated on a case-by-case basis. The legal threshold in a condemnation proceeding would be pursuant to Illinois Statute.

Trustee Palermo asked if the Village could opt out of eminent domain in establishing the Business District and Village Attorney Kirlin responded affirmatively. Trustee Horvath expressed his support for this concept.

Trustee Horvath believes that given limited program dollars and his desire for no tax increases, he would prefer a community wide economic development program to promote local businesses for the entire community.

At this point, President Asperger suggested a bifurcated discussion, noting that there was an emerging consensus for marketing and promoting La Grange businesses, while opinions differed on establishing a Business District. President Asperger requested that the Business District discussion be set-aside.

President Asperger proceeded to invite LGBA President Michael LaPidus to present the business association's vision for marketing and promotion, and how and to what degree the Village can support the LGBA.

Mr. LaPidus explained the vision of the LGBA is to have a staffed centralized office to plan and execute special events, and to conduct retention and recruitment of businesses. The LGBA is seeking financial assistance from the Village to perform these functions.

Village Board discussion ensued. Concerns expressed by the Village Board included: the use of public funds in the LGBA's charitable donation efforts; the complication in roles and competing interests between the Village and the LGBA as it relates to recruitment and branding; and details on how much financial assistance is needed and for what purposes.

4-4.3

It was the consensus of the Village Board that Village staff assist the LGBA in preparing a specific proposal, with among other things clarification as to roles, internal controls, and recognition of limited program funds.

President Asperger noted that the Village Board would re-visit the business district proposal at a later date.

3. Adjournment

At 9:50 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Livingston. Approved by unanimous voice vote. President Asperger noted the next regular meeting would be on June 8.

\_\_\_\_\_  
Elizabeth M. Asperger, Village President

ATTEST:

\_\_\_\_\_  
Robert N. Milne, Village Clerk

\_\_\_\_\_  
Approved Date

H-2.4

**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 Benjamin, Community Development Director

DATE: June 22, 2009

RE: **SPECIAL EVENT -- LA GRANGE ART & CRAFT FAIR**

---

Attached is a request from the La Grange Business Association through its contracted service provider, Midwest Art and Craft Fairs, Inc., to hold the 35<sup>th</sup> Annual La Grange Art and Craft Show on Saturday, July 11<sup>th</sup>, from 9:00 a.m. to 6:00 p.m. and Sunday July 12<sup>th</sup>, from 10:00 a.m. to 5:00 p.m. The La Grange Business Association is proposing the same coverage area used during the past few years; the east and west sides of La Grange Road (Burlington Avenue to Cossitt Avenue), Harris Avenue (La Grange Road to Ashland Avenue), the Village parking lots on the north side of Harris Avenue (between Madison and Ashland Avenues) and Madison Avenue (Harris Avenue south to just north of the entrance to the parking located at Harris and Madison Avenues). This location for the event has resulted in positive comments from the public, crafters and area businesses.

Village staff has reviewed the request and recommends approval of the event subject to the following conditions:

1. That all licenses, permits and insurance coverages be obtained to the satisfaction of the Village; and
2. That the Village maintains final approval of site, security, parking and utility plans;
3. That a Hold Harmless Agreement, be signed by Midwest Art & Craft Fairs and the La Grange Business Association;
4. The organizer is to notify all affected businesses and the Senior Center, in writing, of the proposed street closure no less than two weeks prior to the event.

5-A

Board Report – Special Event La Grange Art & Craft Fair

June 22, 2009

Page 2 of 2

5. Portable toilets are to be delivered late Friday afternoon, preferably after 5 p.m. The portable toilets and dumpsters are to be removed before the start of business at 8 a.m. on Monday, July 13<sup>th</sup>.
6. That all costs incurred by the Village for materials and labor (trash liners and overtime) be reimbursed by the La Grange Business Association.
7. Vendors are to be specifically notified that no displays of merchandise are to be placed in Village planters.

If you concur with this request, the Village Board will formally need to approve the closure of Harris Avenue west of La Grange Road to Ashland Avenue and Madison Avenue from Harris south to just north of the Madison Avenue entrance to parking lot 8 located at Harris and Madison Avenues, and the closure of Village Parking Lots 3 and 4 on each side of the Senior Center.

Representatives of the La Grange Business Association will be in attendance at the Board Meeting and will be available to answer any further questions you may have.

This event brings thousands of visitors into our downtown and it is often considered one of the bigger shopping days of the summer by many downtown businesses. Accordingly, we recommend that the Village Board approve the 2009 La Grange Art and Craft Fair as outlined above.

5-A.1

Midwest Art & Craft Fairs, Inc.

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P. O. Box 455  
Lemont, Illinois 60439

**N. Renae Schueneman**  
(630)739-1071  
www.midwestartcraft@sbcglobal.net  
March 18, 2009

VILLAGE OF LAGRANGE  
Patrick Benjamin  
53 S. LaGrange Road  
LaGrange, Illinois 60525

RE: 35<sup>TH</sup> ANNUAL DOWNTOWN LAGRANGE CRAFT SHOW, JULY 11 & 12, 2009

Dear Pat,

Please find attached a letter to be used when meeting with the Village of LaGrange city officials to request permission for the LGBA to host the 35<sup>th</sup> Annual Downtown LaGrange Craft Show on July 11 & 12, 2009. This is basically the same letter that I have used for many years. Also, I have sent a copy to Micheal LaPidus.

Upon the city's approval, I would appreciate if very much if you would forward the "hold harmless" agreement for my signature. My insurance will be forwarded to you after May 23, 2009.

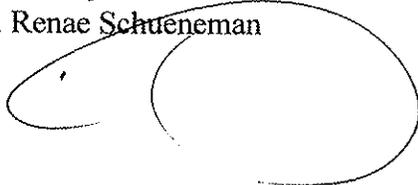
I look forward to hearing from you..

Any questions, please call or e-mail me.

Sincerely,



N. Renae Schueneman



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Midwest Art & Craft Fairs, Inc.

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P. O. Box 455  
Lemont, Illinois 60439

N. Renae Schueneman  
(630)739-1071  
www.midwestartcraft@sbcglobal.net

35<sup>TH</sup> ANNUAL DOWNTOWN LAGRANGE ART & CRAFT FAIR, JULY 11 & 12, 2009

LOCATION: EAST AND WEST SIDES OF LAGRANGE ROAD (BURLINGTON TO COSSITT), HARRIS AVENUE (LAGRANGE ROAD TO ASHLAND), PARKING LOTS ON NORTH SIDE OF HARRIS AVENUE (BETWEEN MADISON AND ASHLAND) AND MADISON AVENUE (HARRIS AVENUE SOUTH TO JUST NORTH OF ENTRANCE TO PARKING LOT LOCATED AT HARRIS AVENUE AND MADISON AVENUE)

HOURS OF SHOW: SATURDAY: 9 A.M. TO 6 P.M.  
SUNDAY: 10 A.M. TO 5 P.M.

INSURANCE: 3M LIABILITY: ADDITIONAL INSURED VILLAGE OF LAGRANGE AND LGBA

HOLD HARMLESS

AGREEMENT: TO BE DRAFTED BY VILLAGE OF LAGRANGE AND SIGNED BY MIDWEST ART & CRAFT FAIRS, INC. AND LGBA

NOTIFICATION  
TO BUSINESSES

ON HARRIS: LGBA TO DRAFT LETTER TO BUSINESSES LOCATED ON HARRIS BETWEEN LAGRANGE ROAD AND ASHLAND INFORMING THEM THAT HARRIS WILL BE CLOSED FROM 2 A.M., SATURDAY, JULY 11 TO 7 P.M. SUNDAY, JULY 12. THE LETTER IS TO BE HAND DELIVERED TO THE BUSINESS OWNERS PER PAT BENJAMIN.

DUMPSTERS: A DUMPSTER IS TO BE PLACED ON MADISON (WEST SIDE) OPPOSITE THE DRIVEWAY TO THE PARKING LOT ON THE EAST SIDE OF MADISON.

SET-UP:

- 1) THE TWO LOTS ON THE NORTH SIDE OF HARRIS AVENUE BETWEEN LAGRANGE ROAD AND ASHLAND NEED TO BE CLOSED BY 2 A.M. ON SATURDAY, JULY 11, SO THEY CAN BE PREPARED FOR THE CRAFT SHOW.
- 2) HARRIS AVENUE FROM LAGRANGE ROAD TO ASHLAND AVENUE AND MADISON AVENUE FROM HARRIS TO ENTRANCE TO PARKING LOT NEED TO BE CLOSED OFF BY 2 A.M. ON SATURDAY, JULY 11.

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\*\*\*\*\*IT WOULD BE APPRECIATED IF THE POLICE DEPARTMENT WHEN CLOSING OFF THE STREETS WOULD CONTACT THE OWNERS OF THE VEHICLES STILL PARKED ON THE STREETS OR IN THE TWO CLOSED PARKING LOTS TO MOVE THEIR VEHICLES.

- 3) THE STAGING OF ARRIVAL OF EXHIBITORS WHICH WILL BEGIN AT 4:30 A.M. ON SATURDAY, JULY 11, WILL BE ASHLAND AVENUE BETWEEN HARRIS AVENUE AND COSSITT AVENUE.
- 4) PERMISSION IS ALSO NEEDED FOR EXHIBITORS TO PARK THEIR VEHICLES AT THE CURB ON THE WEST SIDE OF LAGRANGE ROAD FROM BURLINGTON AVENUE SOUTH TO THE ALLEY IN ORDER TO UNLOAD THEIR VEHICLES BETWEEN 4:30 A.M. AND 9:00 A.M. SATURDAY, JULY 11, AND 7:00 A.M. TO 10:00 A.M. SUNDAY, JULY 12.

BREAKDOWN: BEGINS AFTER 5 P.M. SUNDAY AND SHOULD BE COMPLETED BY 7 P.M.  
ALSO PERMISSION IS NEEDED FOR EXHIBITORS TO BE ABLE TO PARK ON THE WEST SIDE OF LAGRANGE ROAD FROM BURLINGTON AVENUE SOUTH TO THE ALLEY SATURDAY, JULY 11, FROM 6 P.M. TO 8 P.M. AND SUNDAY, JULY 12, FROM 5 P.M. TO 7 P.M.

SITE PLAN: LISTINGS:  
1) LOCATION OF EXHIBITS  
2) LOCATION OF PORTABLE TOILETS  
3) LOCATION OF GARBAGE DUMPSTERS  
4) LOCATION OF GARBAGE CANS  
5) LOCATION OF BARRACADES  
\*\*\*\*\*WILL BE PROVIDED TO VILLAGE OFFICIALS

DEBRIS REMOVAL: THE LGBA HAS AGREED TO PAY THE COSTS INCURRED BY THE CITY (CLEAN-UP TO BEGIN AFTER 7 P.M. ON SUNDAY)

PARKING: ARRANGEMENTS HAVE BEEN MADE TO USE THE PARKING LOT AT COUNTRYSIDE PLAZA FOR EXHIBITOR VEHICLES AND TRAILERS.  
A SCHOOL BUS WILL BE USED TO TRANSPORT EXHIBITORS TO AND FROM THE DOWNTOWN AREA  
\*\*\*\*PERMISSION WILL ALSO BE NEEDED BY THE VILLAGE OF LAGRANGE TO USE THE COMMUTER LOT LOCATED AT BRAINARD AND BURLINGTON FOR OVERNIGHT PARKING FOR THOSE EXHIBITORS WITH CAMPERS.

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FOOD VENDORS: A LIST OF FOOD VENDORS WILL BE PRESENTED TO PATRICK BENJAMIN AND THE ENVIRONMENTAL HEALTH OFFICER. ALL FOOD VENDORS WILL BE CONTACTED TO INFORM THEM OF THE LICENSING PROCEDURE.

SECURITY: AN OFF DUTY POLICE OFFICER(S) WILL BE HIRED TO PATROL THE EXHIBIT AREA FROM 7 P.M. SATURDAY TO 7 A.M. SUNDAY.

ADVERTISING,  
POSTERS,  
FLYERS,  
PORTABLE  
TOILETS AND  
DUMPSTERS: WILL BE PROVIDED BY MIDWEST ART & CRAFT FAIRS, INC.

CABLE: WILL BE PROVIDED BY LGBA

VILLAGE OF  
LAGRANGE: "LOT CLOSED" SIGNS FOR PARKING LOTS AND THE CLOSING OF HARRIS AVENUE AND MADISON AVENUE. THE POLICE DEPARTMENT HAS PROVIDED THIS SERVICE IN THE PAST.

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