

# Village of La Grange



**VILLAGE BOARD  
TOWN MEETING**

**MONDAY, OCTOBER 27, 2008**

**7:30 p.m.**

Ogden Avenue School Gymnasium  
501 West Ogden Avenue  
La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Robert N. Milne  
Village Clerk

VILLAGE OF LA GRANGE  
BOARD OF TRUSTEES REGULAR MEETING

Town Meeting - Ogden Avenue School  
(Gymnasium)  
501 Ogden Avenue  
La Grange, IL 60525

AGENDA

Monday, October 27, 2008 – 7:30 p.m.

1. CALL TO ORDER AND ROLL CALL  
*President Elizabeth Asperger  
Trustee Mike Horvath  
Trustee Mark Kuchler  
Trustee Mark Langan  
Trustee Tom Livingston  
Trustee James Palermo  
Trustee Barb Wolf*
2. PRESIDENT'S REPORT  
*This is an opportunity for the Village President to report on matters of interest or concern to the Village.*
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 – Creating an Additional Class C-1 Liquor License, Francesca's La Grange, LLC, 75 S. La Grange Road
  - B. Resolution – Ratification of Collective Bargaining Agreement Between The Village of La Grange and The Illinois Fraternal Order of Police Labor Council (Police Officers)
  - C. Agreement – IDOT Joint Agreement, Phase III Engineering and MFT Resolution for Stage One of the Bluff Avenue Project
  - D. Award of Contract – Sewer Repair Project – Intersection of Spring Avenue and Maple Avenue
  - E. Award of Contract – IDOT “Extraordinary Repairs”

- F. Consolidated Voucher 081027
  - G. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, October 13, 2008
5. CURRENT BUSINESS  
*This agenda item includes consideration of matters being presented to the Board of Trustees for action.*
- A. La Grange Business Association / 2008 Holiday Walk – Request for Village Sponsorship: *Referred to Livingston*
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. 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.*
8. TOWN MEETING  
*Comments from the audience on general topics of interest to the Village.*
9. TRUSTEE COMMENTS  
*The Board of Trustees may wish to comment on any matters.*
10. ADJOURNMENT

---

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.

**OMNIBUS VOTE**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

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

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

DATE: October 27, 2008

RE: **ORDINANCE - CREATING AN ADDITIONAL CLASS C-1 LIQUOR LICENSE,  
FRANCESCA'S LA GRANGE, LLC, 75 S. LA GRANGE ROAD**

---

The Village recently received an application for a Class C-1 liquor license from Francesca's La Grange, LLC for a restaurant to be located at 75 S. La Grange Road. A Class C license authorizes the licensee to sell alcoholic liquor by the drink at retail for consumption on the licensed premises on which food is also sold for consumption. A C-1 license expands upon the base license to authorize the licensee to have a bar or lounge area. In controlling the dispensing of alcohol, applicants and licensees of a Class C license must prove to the satisfaction of the Village that more than 60% of the gross annual revenue of the dining establishment has resulted from the sale of food. Alcoholic liquor may be served at either the bar and lounge area or in the general seating area.

On Monday, October 13, 2008, the Liquor Commission met to review the application submitted by Francesca's La Grange LLC. A recent background investigation was performed and did not produce any information which would preclude the issuance of a liquor license. Additionally appropriate personnel will be trained in alcohol management. It was the recommendation of the Liquor Commission that an additional Class C-1 liquor license be created. (A copy of the minutes from that meeting is attached for your reference.)

Francesca's anticipates opening approximately 60-90 days after receipt of a building permit. Although the business license application has been approved, it will not be issued until the business has received a certificate of occupancy.

Village staff has prepared the necessary ordinance which will facilitate the issuance of this liquor license. If the ordinance is approved, the Liquor Commissioner will issue a Class C-1 liquor license to Francesca's La Grange LLC, but only after a certificate of occupancy and a certificate of completion for required alcohol awareness training has been produced.

We recommend that the ordinance be approved.

4-A

ORDINANCE NO. O-08- \_\_\_\_

CREATING AN ADDITIONAL CLASS C-1 LIQUOR LICENSE

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE, COUNTY OF COOK, STATE OF ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

WHEREAS, the Board of Trustees has ordained Chapter 111 of its Code of Ordinances, which empowers, regulates, and provides for licensing of the sale and consumption of alcoholic beverages; and

WHEREAS, Chapter 111 of the Village Code of Ordinances provides for a category of license, known as "Class C-1", the purpose of which is to authorize the licensee to have a bar or lounge area primarily engaged in the sale of alcoholic beverages to the public on any one floor; alcoholic liquor may be served at either the bar and lounge area or in the general seating area; and

WHEREAS, the Village has received a request for such a license; and

WHEREAS, the Liquor Commissioner has indicated her intention to grant a Class C-1 license to a current Applicant at such time as such a license becomes available; and

WHEREAS, the President and the Board of Trustees have determined that it is in the best interests of the Village that a license be available to said Applicant;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE, COUNTY OF COOK, STATE OF ILLINOIS AS FOLLOWS:

Section 1 - That the number of Class C-1 licenses, as defined and set forth in Chapter 111 of the La Grange Code of Ordinances as amended on May 8, 2000, be amended by changing the number of existing licenses and raising it by one additional license, and that this new license shall be added to the list of outstanding and/or available licenses which is kept and certified by the Village Clerk pursuant to section 111.16A of the Village Code of Ordinances.

Section 2 - This Ordinance will be in full and force and effect immediately after its passage, approval and publication in pamphlet form for review at the La Grange Village offices and the La Grange Public Library.

**ADOPTED** this 27<sup>th</sup> day of October, 2008 pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this 27<sup>th</sup> day of October, 2008.

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

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

4-A.1

MINUTES

LIQUOR COMMISSION  
OF THE  
VILLAGE OF LA GRANGE

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

Monday, October 13, 2008 - 6:45 p.m.

1. Call to Order and Roll Call

A meeting of the Liquor Commission of the Village of La Grange was held on Monday, October 13, 2008 in the first floor conference room of the Village Hall, and was convened at 6:47 p.m. by Liquor Commissioner Elizabeth Asperger. Present and constituting a quorum were:

Present: Commissioners Mark Langan and Mark Kuchler and Liquor Commissioner Elizabeth Asperger

Absent: None

Also Present: Assistant Village Manager Andrianna Peterson, Community Development Director Patrick Benjamin, Village Attorney Mark Burkland and Paula Kirlin, reporter Jim Pluta, Michael Noone, Vice President Francesca's La Grange, LLC

2. Approval of the Minutes from the Liquor Commission meeting on June 30, 2008.

It was moved by Commissioner Langan and seconded by Commissioner Kuchler to approve the minutes of June 30, 2008. The motion carried unanimously.

3. Liquor License Request / Liquor License Applicant / Francesca's La Grange, LLC

Commissioner Asperger indicated that as Village President she also assumes the role of Local Liquor Control Commissioner. Commissioner Asperger noted that liquor control is taken very seriously and it is a privilege to serve alcohol in the Village.

Commissioner Langan asked Mr. Noone to provide an overview of Francesca's business model. Mr. Noone explained that liquor would be served as a compliment to food as Francesca's is a family oriented restaurant. Noting that the premise was formerly a restaurant, Mr. Noone explained that the floor plan would remain basically the same and summarized the menu.

4-A.2

Mr. Noone noted that Francesca's is a Limited Liability Company and each store is individually owned and operated.

Commissioner Asperger inquired about the anticipated opening date. Mr. Noone hopes to open within a couple months as they are looking to submit architectural plans shortly. Mr. Noone indicated that both parties have signed a lease but are still discussing a provision recently added to the document.

All Commissioners noted their enthusiasm for Francesca's to open in La Grange.

After due consideration, it was moved by Commissioner Langan, seconded by Commissioner Kuchler that a Class C-1 Liquor License be recommended to the Village Board for approval for Francesca's La Grange, LLC, contingent upon: 1) final lease agreement; 2) statement of alcohol awareness training; and 3) fingerprint clearance of all of the share holders. The motion was unanimously carried by voice vote.

4. Other Business

Commissioners discussed the revised draft amendments to the current liquor code. Fees and proposed Bring Your Own (BYO) provisions were reviewed.

5. Adjournment

At approximately 7:17 p.m., it was moved by Commissioner Langan, seconded by Commissioner Kuchler that the meeting of the Liquor Commission be adjourned.

Respectfully submitted  
Andrianna Peterson  
Assistant Village Manager

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

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  
Mike Holub, Police Chief

DATE: October 27, 2008

RE: **RESOLUTION – RATIFICATION OF COLLECTIVE  
BARGAINING AGREEMENT BETWEEN THE VILLAGE OF LA  
GRANGE AND THE ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL (POLICE OFFICERS)**

---

The Illinois Fraternal Order of Police Labor Council (IFOP) represents 19 Police Officers below the rank of sergeant within the Village's Police Department. The current collective bargaining agreement between the Village of La Grange and the IFOP expired on April 30, 2007.

We are pleased to present to the Village Board a new four-year collective bargaining agreement between the IFOP 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.

1. Wages

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

Effective May 1, 2007	–	3.4% general wage adjustment, plus a 2.6% equity adjustment; for a total increase in base salary of 6.0%
Effective May 1, 2008	–	3.5%
Effective May 1, 2009	–	3.5%
Effective May 1, 2010	–	4.0%

4-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 Police Officer raises exclusive of hidden wage enhancements such as longevity pay, which is a common contract item among comparable jurisdictions.

2. Payment of Overtime

- A. The number of hours worked in the Fair Labor Standards Act work cycle, which is a threshold for earning overtime, has been reduced by 5 hours, (from 165 hours to 160 hours within a 28 day work period). The five (5) hour increment relates to a departmental requirement that employees arrive fifteen (15) minutes prior to their shift for roll-call purposes. Employees currently receive straight time pay for all regular hours of work including roll-call. This change provides for an additional 2 ½ hours of straight time pay within a 28 day work period.
- B. A new contract provision was negotiated which gives the Village the authority to pay out in cash any compensatory time that an employee has accrued above sixty hours. The maximum accrual is 123.75 hours. The Village must provide a ninety (90) day notice to employees before paying out this leave.

3. Physical Fitness Program

Beginning January 1, 2009, all employees will be required to make a good-faith effort to meet the State of Illinois Physical Fitness Training Standards. Employees who score at least a 90 percent on the minimum standards for each component of the test will be considered as having passed the test. Employees who do not pass the test (they are allowed one re-test), are given a written reprimand which will be removed from their file once they meet the standards. An Officer who meets the minimum standards under all components during a calendar year, including the run standard, will receive a \$150 cash award.

4. Grievance Procedure / Discipline

Language was added to the grievance procedure which allows disciplinary matters, within the Police Chief's authority (i.e. -- suspensions of up to 5 days), to be appealed to an arbitrator.

4-B.1

Resolution – Agreement Between the  
Village of La Grange and IFOPLC (Police  
Officers)  
Board Report – October 27, 2008 – Page 3

In addition, the Village preserved the integrity and authority of the Board of Fire and Police Commission and included language that limits the arbitrator's authority when making a decision on a case.

The tentative agreement was ratified by the Union on September 15, 2008. The agreement becomes effective upon ratification by the Village Board, with the exception of wages which are retroactive to May 1, 2007. We will administratively apply the contract retroactive to October 13, 2008, as it was our hope to have this item ready for Village Board consideration at that time. The necessary resolution for approval of the Police Union contract has been prepared and is attached.

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

4-13.2

**RESOLUTION NO. R-08-\_\_\_\_\_**

**Approval of Police Union  
Collective Bargaining Agreement  
(May 1, 2007 – April 30, 2011)**

**WHEREAS**, the Village of La Grange negotiating team has met with representatives of the Illinois Fraternal Order of Police Labor Council (IFOP) to negotiate a new collective bargaining agreement;

**WHEREAS**, the Village of La Grange negotiating team and representatives of the Illinois Fraternal Order of Police Labor Council 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, 2007 and ending April 30, 2011;

**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 \_\_\_\_\_, 2008, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

ATTEST:

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

4-B.3

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
(PATROL OFFICERS)

May 1, 2007 to April 30, 2011

4-B.4

AGREEMENT  
BETWEEN  
VILLAGE OF LA GRANGE  
and  
ILLINOIS FRATERNAL ORDER OF POLICE  
(PATROL OFFICERS)

May 1, 2007 to April 30, 2011

TABLE OF CONTENTS

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
ARTICLE I	AGREEMENT .....	1
ARTICLE II	PREAMBLE .....	2
ARTICLE III	RECOGNITION .....	3
ARTICLE IV	MANAGEMENT RIGHTS .....	4
ARTICLE V	FEDERAL AND STATE LAWS .....	5
ARTICLE VI	GRIEVANCE PROCEDURES .....	6
ARTICLE VII	UNION ACTIVITIES.....	9
ARTICLE VIII	PERSONNEL FILES .....	11
ARTICLE IX	CHECKOFF.....	12
ARTICLE X	LABOR/MANAGEMENT MEETINGS.....	13
ARTICLE XI	HOURS OF WORK AND OVERTIME .....	14
ARTICLE XII	DRUG AND ALCOHOL TESTING POLICY .....	17
ARTICLE XIII	HOLIDAYS .....	18
ARTICLE XIV	SENIORITY .....	20
ARTICLE XV	LEAVES OF ABSENCE.....	21
ARTICLE XVI	PAID VACATION .....	27
ARTICLE XVII	WAGES AND OTHER BENEFITS.....	28
ARTICLE XVIII	LAYOFF .....	31

4-B.5

ARTICLE XIX	NO STRIKE OR LOCKOUT .....	32
ARTICLE XX	DISCIPLINARY ACTION.....	33
ARTICLE XXI	SAVINGS CLAUSE.....	34
ARTICLE XXII	MISCELLANEOUS BENEFITS.....	35
ARTICLE XXIII	NO PYRAMIDING .....	37
ARTICLE XXIV	PHYSICAL FITNESS PROGRAM .....	38
ARTICLE XXV	DURATION AND TERMINATION .....	39
APPENDIX A	GRIEVANCE FORM .....	40
APPENDIX B	DRUG AND ALCOHOL TESTING POLICY .....	41
APPENDIX C	ANNUAL BASE SALARIES FOR POLICE PATROL OFFICERS.....	54
APPENDIX D	PHYSICAL FITNESS POLICY .....	55

4-B.6

ARTICLE I

AGREEMENT

This Agreement has been made and entered into by and between the Village of La Grange (hereinafter referred to as the "Village") and Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union" or "Labor Council") on behalf of its members this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

4-B-7

ARTICLE II

PREAMBLE

In order to further promote harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees and to the Village, to promote the quality and continuance of public service, to specify wages, hours and other conditions of employment, and to provide for the prompt, equitable and peaceful resolution of disputes, the parties agree as follows:

4-B.8

ARTICLE III

RECOGNITION

Pursuant to the certification by the Illinois State Labor Relations Board, Case No. S-RC-07-071, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and other terms and conditions of employment for employees for the following:

Included: All full-time sworn police patrol officers and investigators below the rank of sergeant employed by the Village of LaGrange.

Excluded: All other employees employed by the Village of LaGrange.

The Union shall provide the Police Chief, in writing, with the names of the Executive Board of the Local Union on an annual basis, and within 30 days of any changes in the composition of the Executive Board of the Local Union.

4-B.9

ARTICLE IV

MANAGEMENT RIGHTS

The right to manage the Village and to direct the employees and the operations of the Village, subject to the limitations of this Agreement, is exclusively vested in and retained by the Village. Those rights include, but are not limited to, the following:

- to determine its mission, policies, and to set all service standards;
- to plan, direct, control and determine departmental operations;
- to determine the methods, means and number of personnel needed to carry out the department's mission;
- to direct the working force;
- to hire and assign or to transfer employees;
- to make, publish and enforce rules and regulations;
- to introduce new or improved equipment, machinery or processes change or eliminate existing equipment and institute technological changes;
- to subcontract or purchase any and all, materials and supplies; and
- to take reasonable steps to comply with the Americans with Disabilities Act.

4-13.10

## ARTICLE V

### FEDERAL AND STATE LAWS

#### Section 1

The Village shall have the right to take reasonable steps to comply with the Americans with Disabilities Act (ADA). If an employee covered by this Agreement requests a reasonable accommodation pursuant to the Act which has an impact upon another member of the bargaining unit, the Village shall advise the Union of any steps taken to comply with the Act. The Village agrees to discuss, but not negotiate with the Union, the impact of its action.

#### Section 2

The Village reserves the right to re-open the Agreement for the purpose of negotiating the economic impact from the enactment of any Federal or State laws.

## ARTICLE VI

### GRIEVANCE PROCEDURES

#### A. Grievance Procedure

In order to provide an orderly method for handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Village and the Union as to the meaning, interpretation and application of the provisions of this Agreement, not otherwise excluded, including suspensions of up to five (5) calendar days (that can be imposed by the Police Chief), the procedures hereinafter set forth shall be followed. It is also expressly understood that according to Illinois Compiled Statutes, disciplinary matters within the exclusive jurisdiction of the Board of Fire and Police Commissioners (suspensions in excess of five (5) calendar days and discharges) are not subject to this grievance procedure and those suspensions outlined above that the parties have agreed are subject to the grievance procedure are not subject to review by the Board of Fire and Police Commissioners.

The Union, either on behalf of an individual employee or group of employees, shall have the right to present grievances to the Village. No grievance shall be entertained or processed unless it is filed within ten (10) calendar days after the employee(s) or Union, if presented as a Union grievance, 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 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 a response within the time limits provided, the Union 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.

Grievances shall be presented as outlined below:

- Step 1     The employee(s), along with a Union representative, must first meet with the Sergeant or Lieutenant in charge of the shift or division within ten (10) calendar days from the date the employee(s) or Union could have reasonably determined that a grievable incident occurred in an attempt to orally and informally resolve the grievance. Said meeting and its outcome will be detailed in a memorandum signed by both parties.
  
- Step 2     If the matter is not resolved, and the Union decides to appeal, the Union must file a written grievance with the Police Chief or his/her designee 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 and the remedy sought within ten (10) calendar days of the conclusion of the informal meeting in Step 1. Said grievance must be filed on the appropriate grievance form (incorporated as Appendix A), signed and executed by the grievant(s). The Police Chief or his/her designee shall

4-B.12

respond to said grievance in writing within fifteen (15) calendar days from the date said written grievance was filed with the Police Chief.

Step 3 If the matter is not settled in Step 2 and the Union decides to appeal, the Union must file within ten (10) calendar days from the receipt of the Police Chief's response, 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/her designee shall convene a meeting including, but not limited to, the employee, the Police Chief or his/her designee, and, if the Union desires, the Union President and/or his/her 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/her designee shall render a written response 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 or his/her designee within twenty (20) calendar days from the date of the Village Manager's or his/her designee's response 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 containing the names of five (5) arbitrators, limited to members of the National Academy of Arbitrators. Either party may strike one list in its entirety. The Union and the Village shall strike names alternately. A coin shall determine which party shall be the first to strike, with the loser striking first. The person whose name remains shall become the arbitrator.

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 Union and the Village shall each designate one (1) person who together shall act as representatives before the arbitrator. The representatives before the arbitrator shall mutually agree in writing to the specific question(s) to be reviewed by the arbitrator and shall render such advice and assistance to the arbitrator as the arbitrator may request.

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 arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with applicable state or federal laws.

The decision of the arbitrator made in compliance with the foregoing 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 Union. The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be divided equally between the Village and the Union. Each party shall be responsible for paying its own representatives, witnesses and costs.

B. Union Responsibility

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly, pursuant to the grievance procedure.

## ARTICLE VII

### UNION ACTIVITIES

A. Negotiations

Up to two (2) members of the Negotiating Team who are on duty shall receive straight time pay while attending said meeting between the Village and the Union for purposes of negotiating the terms of an agreement.

B. Grievances

Only one (1) grievant attending a grievance meeting or hearing while on duty shall receive straight time pay while attending said meeting or hearing between the Village and the Union.

C. Time Off for Union Activities

Local Union representatives, defined as the Executive Board of the Local Union, shall be allowed time off without pay for legitimate Union business such as Union meetings, state or area-wide Union committee meetings, or state or international conventions, subject to the following conditions:

1. Such representative shall give a minimum of fourteen (14) days' notice before the shift change to his/her supervisor of such absence;
2. Such representative shall be allowed such time off only if it does not interfere with the operating needs of the Village; and
3. The employee may utilize any accumulated paid leave time (holiday, compensatory, vacations, etc.) in lieu of taking such without pay.

D. Union Bulletin Board

The Village shall permit the Union to have a bulletin board, the size and location of which shall be mutually agreed to by the parties. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature. Any material posted on the bulletin board found to be objectionable to the employer will be communicated to the Union and immediately removed by the Village.

E. File Cabinet

The Village will provide the Union with space within the Police Department for one storage cabinet and file cabinet, subject to the location being approved by the Police Chief.

4-B.15

F. Distribution of Union Literature

During the employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working bargaining unit members. He/she shall be allowed access to general public areas for such purposes.

G. Intimidation or Coercion

Neither the Union, nor its officers, members, representatives or agents will intimidate or coerce employees into joining or continuing their membership in the Union.

ARTICLE VIII

PERSONNEL FILES

The Village personnel files shall be kept, maintained and subject to inspection pursuant to applicable Illinois law, as it may from time to time be amended.

4-B.17

## ARTICLE IX

### CHECKOFF

#### Section 1 - Deductions

The Village agrees to deduct from the pay of those employees who are Union members and have individually requested the following:

##### A. Union Membership Dues

Requests for any of the above shall be made on a form provided by the Union. Upon receipt of the appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted semi-monthly to IFOP, at the address designated in writing by the Union. The Union shall advise the Village of any increase in the fair share deduction in writing at least thirty (30) days prior to its effective date.

#### Section 2 - Fair Share

Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (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. The proportionate fair share payment as certified to be current by the Union (not to exceed the amount of Union dues) shall be deducted by the Village from the earnings of the non-member each pay day. Requests for said deduction shall be made on the attached payroll deduction form. A list of fair share employees by name, Social Security number and the amount shall be furnished to the Union upon request.

#### Section 3 - Withdrawal from Union

A Union member desiring to revoke his/her Union membership may do so upon a thirty (30) day written notice to the Village and the Union. Thereafter, such employee(s) shall pay his/her fair share in accordance with Section 2 of this Article IX.

#### Section 4 - Indemnification

The Union shall indemnify, defend and hold harmless the Village, its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for reasonable legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article.

ARTICLE X

LABOR/MANAGEMENT MEETINGS

For the purpose of maintaining communications between labor and management, and in order to cooperatively discuss and solve problems of mutual concern, the parties may schedule labor management meetings from time to time. The meeting shall be scheduled at a time, place and date mutually agreed upon.

4-13.19

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

#### Section 1 - Application of Article

This Article is intended to establish employees' hours of work and to define and provide the basis for the calculation and payment of overtime. Nothing in this Agreement shall be construed as a guarantee of hours of work or overtime per day, per week, or per pay period. Nothing contained herein shall be construed as preventing the Village from restructuring the normal work day or work period for the purpose of promoting efficiency of governmental operations or from establishing work schedules of employees if that should be determined appropriate by the Village.

#### Section 2 - Normal Work Period

The normal work period for bargaining unit members is twenty-eight (28) days in duration. Work periods begin on Sunday at midnight and end on Saturday, twenty-eight (28) days later, at 11:59 p.m. For purposes of the Federal Fair Labor Standards Act, the first work period for the La Grange Police Department began on Wednesday, June 8, 1994, at midnight. The schedule for each work period shall be established at least fourteen (14) calendar days prior to the beginning of that work period. It is understood and agreed that the schedules may be changed by the department, so long as employees are granted a twenty-four (24) or more hour notice except during an emergency, and for investigators, whose schedules may be changed with less than twenty-four (24) hour notice.

If the Village desires to permanently alter its current workday for shift employees, the Village shall (1) inform the Union of any such change thirty (30) days before it is implemented and (2) if requested, allow the Union opportunity to comment on same through a labor-management meeting in accordance with Article X.

#### Section 3 - Normal Work Day

The normal work day for employees shall include a thirty (30) minute paid lunch period and a paid rest period of fifteen (15) minutes in each half of the shift period, any of which may be interrupted or precluded to attend to Department business, at the discretion of a supervisor. For those individuals whose normal work day exceeds twelve (12) hours, two (2) paid lunch periods may be requested subject to the same restrictions outlined in this Section.

A lunch or rest period which is interrupted or precluded shall be resumed or provided later in the same work day if the work load permits, but in no case shall an employee be entitled to extra compensation for any lunch or rest time not taken.

Lunch and rest periods as described in this Section shall be counted as "Hours Worked" for overtime calculation purposes.

#### Section 4 - Changes in Date and Time

Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they started work. All changes in time that may be associated with the adjustment to and from daylight savings time shall not alter the normal work shifts and shall be treated as a normal work day.

#### Section 5 - Authority of the Village

It is recognized by the Union that the Village has the right and responsibility to schedule overtime work as required. An employee may not refuse an overtime assignment; the failure of an employee to report for overtime work as assigned or verbally directed by a supervisor is grounds for disciplinary action.

#### Section 6 - Payment of Overtime

Employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond one hundred sixty (160) which may occur in the twenty-eight (28) day work period to the extent required by the Federal Fair Labor Standards Act. Compensatory time, vacation leave, floating holidays and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, sick leave, other paid or unpaid excused absences from work, administrative leave, or absence due to disciplinary reasons; and holiday pay (other than floating holidays) as provided for in Article XIV of this Agreement shall not be considered as hours worked for the purpose of calculating such overtime payments. The salaries set forth in Appendix C reflect straight time pay for the 165 regular hours worked in the 28 day work period (2145 hours annually) and will be used to calculate the hourly rate for the purposes of calculating overtime.

#### Section 7 - Court Time

Those employees working the first shift (typically the shift commencing at 11:00 p.m. or 12 midnight or as otherwise established by the Village) and who are required to appear in court at 9:00 a.m. (or such other time dictated by morning court) shall not be considered to be working until travel time for court commences. When an employee is called for court he/she shall receive a minimum of two (2) hours of work.

#### Section 8 - Travel for Court and Training

When an employee is required to travel to a court or training outside the Village of La Grange and must use his/her own personal vehicle, the employee shall be paid as hours worked for the time spent traveling between the station and the court or training location and back to the station. Furthermore, when a bargaining unit employee is required to travel to court or training outside the Village of La Grange and must use his/her own personal vehicle to report to the court or training location, the employee will be reimbursed pursuant to the mileage rate recognized by the Internal Revenue Service.

4-B.21

Section 9 - Compensatory Time Allowance

Employees will be provided the opportunity to request to be granted compensatory time, in lieu of overtime payment, up to a maximum cumulative accrual of one hundred twenty-three and three quarters (123.75) hours of compensatory time in a replenishable bank. At no time may an employee's total accrual of compensatory time exceed one hundred twenty-three and three quarters (123.75) hours. Compensatory time accrual will be earned at the applicable rate of pay for each hour selected in lieu of overtime payment. Requests to use compensatory time shall be made in advance to the appropriate supervisor for mutual agreement and approval. At the option of the Village, compensatory time above sixty (60) hours shall be cashed out no more often than once each fiscal year per employee with ninety (90) days notice to the affected employee(s).

4-B.22

ARTICLE XII

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 B.

4-B.23

ARTICLE XIII

HOLIDAYS

Section 1 - Holidays with Pay

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

New Year's Day	January 1
Presidents' Day	3rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday of September
Veterans Day	November 11
Thanksgiving Day	4th Thursday of November
Christmas Day	December 25

All employees covered under this Agreement shall observe the holiday on the day stipulated above.

Section 2 - Day Before and After Holiday

Employees scheduled to work on a holiday shall do so. Any employee who has taken an unauthorized absence on the day before or after a holiday will not receive pay for that holiday. Likewise, any employee absent from work due to reasons chargeable to sick leave on the employee's scheduled work day preceding and/or the day following a holiday may be required to present a doctor's verification of eligibility for leave in order to receive regular compensation for the holiday.

Section 3 - Holiday Pay

All employees in the bargaining unit shall be guaranteed nine (9) paid holidays per year on the following basis:

- A. If the employee works a complete shift on a holiday, compensation shall be paid for an additional twelve (12) hours at straight time pay in lieu of a day off.
- B. If a holiday falls on an employee's regularly-scheduled day off, he/she shall be paid for an additional eight (8) hours at straight time pay in lieu of a day off.

It is understood that these straight-time hours are not considered as hours worked for the purpose of calculating overtime.

- C. A member may furnish his/her watch commander (or scheduling supervisor) with a Village "Request for Leave" slip a minimum of four weeks before any scheduled Village holiday. This "Request for Leave" slip shall indicate a member's preference for the holiday to be carried as "Holiday Off" or "Regular Day Off." The watch commander (or

4-B.24

scheduling supervisor) will implement this request whenever shift scheduling and budgetary constraints allow.

- D. Employees whose normal work day extends from one calendar day into another, or who work overtime from one calendar day into another, shall be considered to be working on the calendar day on which they started work for the purpose of determining when holiday pay is applicable.

#### Section 4 - Floating Holidays

All employees in the bargaining unit shall be given, in addition to the nine (9) paid holidays mentioned in Section 1 of this Article, two eight and one-quarter (8.25) hour paid floating holidays (for a total of 16.5 hours per fiscal year).

Floating holiday leave time shall be scheduled and approved by the Police Chief or his/her designee and scheduled in accordance with the Police Department's normal rules of operation. Employees in the bargaining unit may accumulate and carry over a maximum of sixteen and one-half (16.5) hours of floating holiday leave time into the following fiscal year.

#### Section 5 - Additional Holidays

In addition to the above-mentioned holidays, all employees in the bargaining unit shall be granted additional holidays equal to, but not exceeding, those granted to non-unionized Village employees for the day after Thanksgiving, Christmas Eve and New Year's Eve. Compensation shall be in the form of eight (8) hours of compensatory time in lieu of time off. It is understood that employees shall not receive any holiday premium pay for working or not working on these additional holidays.

## ARTICLE XIV

### 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 Police Officer. 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. order on initial hiring list — if both individuals shall have the same position on the hiring list based on score, then seniority shall be determined by:
- B. score in Academy — if both individuals shall have the same Academy score, then seniority shall be determined by:
- C. alphabetically — first letter of last name, first letter of first name, first letter of middle name.

#### Section 5

On or before December 31 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 XV

### LEAVES OF ABSENCE

The Village grants time off from duties under the following categories of leaves of absence. The Village has designed these categories for the benefit of the employee. All employees covered by this Agreement are expected to use the leaves of absence properly. Any employee covered by this Agreement found abusing leaves of absence privileges will not be paid for said time-off and may be subject to discipline up to and including discharge.

#### Section 1 - Sick Leave

Sick leave shall only be used for the purpose for which it was intended, that being to provide an employee protection against loss of pay due to illness or disability. Sick Leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or care for the employee's immediate family as provided for in Subsection 1.11. Sick Leave may not be converted into any other form of compensation, except as provided for in Subsection 1.10.

- 1.1 Accumulation of Sick Leave — Each employee covered by this Agreement shall accumulate sick leave at the rate of eight and one-quarter (8.25) hours for each full month of employment. Sick Leave may be accumulated to a maximum of one thousand seven hundred eighty two (1,782) hours. Accumulated sick leave will be reduced by the number of hours, or fractions thereof, of approved absence due to illness or injury. In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than one-hundred-eighty (180) calendar days or while off on a work related injury or illness compensable under workers' compensation of up to one (1) year.

Employees covered by this Agreement who begin work on or before the fifteenth (15) day of each month shall earn Sick Leave for the entire month. Employees who begin work after the fifteenth (15th) day of each month will not accrue Sick Leave for that month.

Sick Leave shall not be accumulated during any period an employee covered by this Agreement is laid off, serving a suspension in excess of thirty (30) calendar days or on an unpaid leave of absence unless otherwise required by state or federal law.

- 1.2 Reporting — Notice of absence due to illness or disability shall be given by the employee to the immediate Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible. The Police Chief, at his sole discretion, shall have the authority to establish departmental rules governing notification of an absence prior to the starting time of the work day on the day of the absence. During any period of illness or disability, an employee covered by this Agreement shall contact their immediate Supervisor on a daily basis, unless the employee is directed otherwise by the Police Chief, notifying the Supervisor

of the condition of the employee. Failure to report on a daily basis or as otherwise directed by the Police Chief may result in loss of pay and discipline, up to and including discharge.

An employee covered by this Agreement shall not engage in any other employment during the time he/she has been granted the use of accrued Sick Leave.

1.3 Family and Medical Leave Concurrent with Sick Leave — Time off taken as Sick Leave, which is attributable to a serious health condition for the employee, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section 5 of this Article.

1.4 Medical Certification — When an employee uses accumulated Sick Leave, the Village may require a certificate from a physician to:

- A. Attest to the illness or disability; and/or
- B. Attest that the employee is fit to return to duty.

When an employee is on Sick Leave, the Village retains the right to require an employee to see a physician of the Village's choice, at the Village's expense.

1.5 Abuse of Sick Leave — The Police Chief shall have the sole authority to establish departmental rules governing what constitutes abuse of Sick Leave. A physician's certificate is not always necessary for the Police Chief, or his/her designee to establish abuse. If the Police Chief, or his/her designee has determined that the employee has abused Sick Leave privileges, the employee will not be paid for time taken off under the pretense of illness or disability. Furthermore, the employee will be subject to discipline, up to and including discharge.

Grounds for suspecting abuse of Sick Leave include, but are not limited to, the following circumstances during any day for which Sick Leave is claimed:

- A. Where an employee is engaged in other employment; or
- B. Where an employee is engaged in activity, or being present in a place inconsistent with a claim of illness or disability.

1.6 Becoming Ill During the Work Day — In the event that an employee becomes ill during the work day, the Police Chief or his/her designee may send the employee home for his/her own well-being and the well-being of fellow employees. Time off that day shall be chargeable to the employee's accrued Sick Leave; other accrued leave time if Sick Leave is not available; Family and Medical Leave, if applicable; or as a Leave of Absence Without Pay if no accrued leave time is available.

4-B.28

- 1.7 Use by Probationary Employees — A probationary employee may use accrued Sick Leave upon the completion of ninety (90) days of employment. Promotional probationary employees may use accrued Sick Leave during their probationary period.
- 1.8 Insufficient Sick Leave — If an employee's illness or disability exceeds the amount of accrued Sick Leave, the employee may use accrued Vacation Leave; Compensatory Time; Floating Holiday; Safety Day; Family and Medical Leave, if eligible; or be placed on Leave of Absence Without Pay. Under no circumstances shall Sick Leave be advanced to an employee or donated between employees.
- 1.9 Scheduling Medical and Dental Appointments During Work Hours — Employees are encouraged to avoid scheduling medical and dental appointments during work hours. If such appointments cannot be scheduled outside of the employee's regular work hours, accumulated Sick Leave, or other forms of accumulated leave, may be used subject to the operating needs of the Police Department and prior supervisory approval.
- 1.10 Payment of Unused Sick Leave Upon Retirement — Employees covered by this Agreement shall be paid for one-half (½) of their unused accumulated Sick Leave, up to the maximum accrual of 1,782 hours when they retire from the service of the Village at their regular hourly rate of pay upon retirement. For purposes of this Subsection, retirement shall be defined as completing a minimum of twenty (20) years of continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute.
- 1.11 Use of Sick Leave for Care of Immediate Family — All employees covered by this Agreement may use accrued Sick Leave in the event of a serious illness or disability involving a member of their immediate family. For purposes of this Subsection, the immediate family shall be defined as an employee's son or daughter, spouse, parent, parent in-law, grandparent or grandchild. Leave may be granted provided one or more of the following circumstances exist:
- A. It is necessary or required that the employee provide health care to that immediate family member.
  - B. 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.
  - C. 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 disability and shall be considered on a case-by-case basis by the Police Chief or his/her designee. Verification that Sick Leave was used for its intended purpose within this Subsection for any absence, regardless of term, must be furnished by the employee if requested by the Police Chief or his/her designee. Failure to provide

4-B.29

verification shall be grounds for Leave of Absence Without Pay and disciplinary action, up to and including discharge.

The use of Sick Leave to provide health care to a member of the employee's immediate family shall be limited to forty-one and one quarter (41.25) hours each fiscal year.

Time off taken as Sick Leave, which is attributable to a serious health condition of an immediate family member, will run concurrently with Family and Medical Leave and will count towards the twelve (12)-week entitlement described in Section 1.3 of this Article.

### Section 2- Military Leave

All employees covered by this Agreement who participate in military training or service, upon prior advance written notice to their immediate Supervisor, shall be granted a Leave of Absence Without Pay from their positions, or paid leave to the extent required by state and/or federal law. In lieu of a Leave of Absence Without Pay, an employee may elect to use his/her accumulated compensatory time or vacation leave.

An employee who fails to report to work within the time period prescribed by law will be considered Absent Without Leave and is subject to those rules contained in the Village's Personnel Manual.

### Section 3 - Jury Duty Leave

Employees covered by this Agreement must submit a copy of their Jury Duty notice to the Chief of Police or designee immediately upon receipt and shall be granted a Leave of Absence for required Jury Duty. If possible, employees shall have their hours of work adjusted so the Jury Duty will occur while scheduled on duty.

Employees shall forfeit Jury Duty pay to the Finance Department and then shall receive their regular salary for the period of Jury Duty, except that no overtime will be paid for any Jury Duty. Employees may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. Employees are entitled to retain Jury Duty pay when such duty is served on a regularly-scheduled day off.

### Section 4 - Death in Family Leave

In the event of a death in the family, an employee covered by this agreement shall be eligible for paid Death in Family Leave when approved by the Police Chief or his/her designee in accordance with the following schedule:

- A. Up to twenty-four and three quarter (24.75) hours each fiscal year if said death or place of funeral occurs within 250 miles of La Grange, IL, or
- B. Up to forty-one and one quarter (41.25) hours each fiscal year for a death or place of funeral which occurs over 250 miles from La Grange, IL.

4-B.30

Absence may be extended at the sole discretion of the Police Chief and the Village Manager or his/her designee. The additional leave days will be deducted from the employee's other accrued leave time or Leave of Absence Without Pay. The family shall be defined as the employee's spouse, children, mother, father, grandparents, grandchildren, legal guardian, brothers and sisters, and those of the employee's spouse.

In the event of a death outside of the employee's family as defined above, the employee may use other accrued leave time or Leave of Absence Without Pay, subject to the approval of the Police Chief.

### Section 5 - Family and Medical Leave

Pursuant to the federal Family and Medical Leave Act of 1993, employees who are covered by this Agreement, who have worked for the Village for at least twelve (12) months and have worked one thousand two-hundred-fifty (1,250) hours over the twelve (12) months preceding the commencement of the requested leave, are eligible for up to twelve (12) weeks total of paid and unpaid leave and paid leave (as provided in this sub-section) per twelve (12) month period (defined as a rolling twelve [12] month period counted backwards each day an employee takes such leave) for child care within the twelve (12) months following the birth or placement for adoption or foster care of a child, or a serious health condition of an employee or immediate family member (as defined below).

An "immediate family member" is an employee's spouse, child or parent. A child is defined as one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child. In addition, a child is further defined as being either under the age of eighteen (18), or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability.

The Village may require certification from a health care provider for leave based on a serious health condition for either the employee or an immediate family member. Upon return to work from leave for the employee's serious health condition, a fitness for duty certification will be required. The disability portion of Pregnancy Leave is considered a serious health condition for purposes of the Family and Medical Leave Act.

Employees must provide the Village with at least thirty (30) days' notice, if possible, before taking such leave, or notify the Village as soon as practical. The Village may deny the taking of leave until at least 30 days after the employee provides notice, if an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay.

An employee is required to use all accrued Vacation Leave, Floating Holiday and Safety Time for child care within the twelve (12) months following the birth or placement for adoption or foster care of a child. An employee may also request the use of up to forty-one and one quarter (41.25) hours of accrued Sick Leave. An employee is required to use all accrued Sick Leave, followed by Vacation Leave, Floating Holiday, and Safety Time for a serious health condition. An employee is required to use all accrued Vacation

4-B-31

Leave, Floating Holiday and Safety Time for the serious health condition of an immediate family member. The Village, at its discretion, may require the use of Sick Leave for the serious health condition of an immediate family member.

Health benefits will be maintained during a Family and Medical Leave under the same conditions as if an employee continued to work. In the event an employee does not return to Village employment after taking leave under this Subsection, the Village may recapture the cost of any health insurance premiums paid by the Village for the employee's benefit during the unpaid portion of the leave. Upon return from a Family and Medical Leave, an employee will generally be re-instated to the same or equivalent position.

ARTICLE XVI

PAID VACATION

Employees covered by this Agreement shall be allowed annual vacation leave with pay for each twelve (12) months of service on the following basis:

After one (1) year	Eighty Two and one-half (82.5) hours
After five (5) years	One hundred twenty three and three quarters (123.75) hours
After twelve (12) years	One hundred sixty five (165) hours
Twenty (20) years and after	Two hundred six and one quarter (206.25) hours

Vacations shall be scheduled to meet the operating requirements of the Village and the preference of the employees covered by this Agreement. Ordinarily, each employee covered by this Agreement shall take his/her earned vacation leave on an annual basis, but an employee covered by this Agreement may accumulate vacation leave with pay for a maximum of two hundred six and one quarter (206.25) hours, with the approval of the Village Manager.

If an employee covered by this Agreement begins work prior to the fifteenth (15th) of the month, he/she will receive vacation leave credit for that month. If an employee covered by this Agreement begins work after the fifteenth (15th) of the month, he/she shall not begin to accumulate vacation leave credit until the following month.

4-B.33

ARTICLE XVII

WAGES AND OTHER BENEFITS

Section 1 - Wages

- A. Effective May 1, 2007, the starting salary for a police patrol officer shall be \$50,080.  
Effective May 1, 2008, the starting salary for a police patrol officer shall be \$51,832.  
Effective May 1, 2009 the starting salary for a police patrol officer shall be \$53,647.  
Effective May 1, 2010, the starting salary for a police patrol office shall be \$55,792.
- B. Effective May 1, 2007, base salaries for members of the bargaining unit shall be increased by six percent (6.0%) in accordance with Appendix C.
- C. Effective May 1, 2008, base salaries for members of the bargaining unit shall be increased by three and one-half percent (3.50%) in accordance with Appendix C.
- D. Effective May 1, 2009, base salaries for members of the bargaining unit shall be increased by three and one-half percent (3.50%) in accordance with Appendix C.
- E. Effective May 1, 2010, base salaries for members of the bargaining unit shall be increased by four percent (4.0%) in accordance with Appendix C.
- F. Retroactive pay to be paid on all compensable hours to all bargaining unit employees on the active payroll of the Village on the execution date of the Agreement and to those who have retired (and the one employee who resigned) between May 1, 2007 and the execution date of the Agreement (for the applicable time period). (See Side Letter for compensable hours).
- G. The steps on the salary schedule contained in Appendix C are related to merit and performance and not to an employee's years of service. An employee's progression through the steps shall be based upon satisfactorily achieving or exceeding performance standards to be established by the Police Chief. The Village agrees to discuss, but not negotiate with the Union, the standards to be used in evaluating a patrol officer's performance. Any salary adjustments caused by moving from one step to another shall be made on the employee's anniversary date. The Village's determination to delay or deny step movement shall be subject to the grievance procedure.
- H. Bargaining unit employees assigned to the position of Squad Leader and/or to the Office of Investigations and Youth Services Division shall be paid \$ \$100 per month above their normal salary, except for those officers that may be assigned to duty in the Investigations Division for a period less than one year.

4-B.34

## Section 2- Group Health Insurance Program

- A. Contribution Towards Premiums — The Village of La Grange will offer a group health insurance program to all employees covered by this Agreement at a level commensurate to that which is afforded non-contract employees. Effective May 1, 2000, the Village will contribute toward the cost of single and family health insurance coverage at the same rate charged to non-contract employees. Also effective May 1, 2000, the Village reserves the right to change plan deductibles, co-payments and other plan charges to employees covered by this Agreement so long as such changes are no greater than those charged non-contract employees.

Effective May 1, 2000, the Village will contribute toward the cost of life insurance at the same rate which is afforded all other Village employees.

- B. Right to Change Carriers — The Village reserves the right to select and change insurance carriers for employee insurance or otherwise provide for coverage as long as the current level of benefits remains relatively the same as that provided to non-contract employees.
- C. Terms of 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. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other 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.
- D. Retiree Benefits - The Village shall provide the following benefits: Members of the bargaining unit who qualify for a pension, or are awarded a disability pension, pursuant to Illinois Compiled Statutes, Police 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.

It is understood that a retiree who becomes insured for six (6) consecutive months in another employer's group health insurance plan shall be entitled to continue his Village Group Health Insurance for up to said six (6) months. The retiree's Group Health 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.

In addition, bargaining unit members will be offered the opportunity to participate in a retiree health savings plan under the same terms and conditions as that offered to non-contract employees.

- E. Employee Health Insurance Committee - A member of the bargaining unit shall be appointed to the Employee Health Insurance Committee. In the event that a bargaining

4-B, 35

unit member in this capacity declines to act as representative, the Police Chief or his/her designee may appoint another representative from the Department.

- F. Flexible Spending Accounts - Bargaining unit members will be offered the opportunity to participate in a flexible spending account plan under the same terms and conditions as that offered to non-contract employees.

W-1-B.36

## ARTICLE XVIII

### LAYOFF

#### Section 1 - Notice of Layoff

Absent an emergency, when there is an impending layoff with respect to any employee of the bargaining unit, the Village shall inform the Union and the affected employee(s) no later than fourteen (14) days prior to such layoff. The Village shall provide the Union with the names of all bargaining unit employees to be laid off prior to the layoff. Within each job classification, probationary employees shall be laid off first, then employees shall be laid off in accordance with their seniority. The employees with the least amount of seniority in that job classification shall be laid off first.

#### Section 2 - Recall

Any employee who has been laid off shall be recalled on the basis of seniority in that job classification, as provided in this Agreement, prior to any new employees being hired in that job classification. It is understood and agreed that after a twenty-four (24) month layoff period, the employee is no longer subject to recall.

## ARTICLE XIX

### NO STRIKE OR LOCKOUT

#### Section 1 - No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs. No bargaining unit member or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

#### Section 2 - Village/Employee Rights

The Village has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

#### Section 3 - No Lockouts

No lockout of employees shall be instituted by the Village or their representatives during the term of this Agreement.

#### Section 4 - Pickets

In the event others are picketing any facility within the Village of La Grange, the employees agree to cross said picket lines in order to enforce the law or perform their job duties.

4-B.38

ARTICLE XX

DISCIPLINARY ACTION

No post-probationary employee shall be disciplined without just cause. Probationary employees may be disciplined without just cause.

4-B.39

ARTICLE XXI

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by executive order by 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.

4-B.40

ARTICLE XXII

MISCELLANEOUS BENEFITS

Section 1 - Uniforms

The Village will provide all probationary patrol officers with a uniform as required by the La Grange Police Department without cost to the employee. In addition, the Village agrees to pay probationary patrol officers up to \$150 for leather and \$125 for body armor.

Upon the successful completion of the patrol officer's probationary period, the employee shall be eligible to receive an annual uniform allowance in the amount stipulated below during the course of each fiscal year, beginning May 1. At the Police Chief's sole discretion, the employee may receive this uniform allowance prior to the successful completion of his/her probationary period.

All non-probationary patrol officers shall be eligible to receive an annual uniform allowance as follows:

<u>Effective Date</u>	<u>Amount</u>
May 1, 2007	\$600
May 1, 2008	\$600
May 1, 2009	\$600
May 1, 2010	\$600

Non-probationary patrol officers assigned to the Investigations Division shall be eligible to receive an annual uniform allowance with one-half available the first six months of the fiscal year and the remaining one-half available the last six months of the fiscal year as follows:

<u>Effective Date</u>	<u>Amount</u>
May 1, 2007	\$700
May 1, 2008	\$700
May 1, 2009	\$700
May 1, 2010	\$700

Any and all purchases are subject to controls imposed by the Police Chief.

At the end of each fiscal year, if a non-probationary patrol officer has not exhausted their uniform allowance by the end of the fiscal year (April 30), the employee shall be permitted to carry-over the remaining balance, up to a maximum of \$200, into the next fiscal year and combine it with the allowance for that year. The Union agrees that this carry-over provision does not relieve the officer from their duty to keep their uniform and equipment in a condition required by departmental policy and acceptable to the Police Chief.

Members of the bargaining unit shall be entitled to receive a lump sum payment (or direct same into a retiree health savings plan if permissible) of the remaining balance of their uniform allowance, including any carry-over from the prior fiscal year, upon retirement. To be eligible

4-B.41

for this benefit, retirement shall be defined as completing a minimum of twenty (20) years of continuous service with the Village, or meeting disabled duty eligibility requirements pursuant to state statute. In addition, the bargaining unit member must work with the Police Chief in selecting a retirement date. By providing as much advance notice as possible, the bargaining unit member will be able to efficiently allocate uniform expenditures, with the approval of the Police Chief, thereby maximizing the balance to be paid out, while at the same time, assisting the Police Chief in identifying the need for a replacement.

The Village, through its Police Chief, agrees to review the request of an employee for the replacement of personal property or Village-issued uniform and/or equipment which is damaged or destroyed in the performance of his/her duties. Any personal property, Village-issued uniform and/or equipment which is repaired or replaced by the Village shall not be deducted from the employee's uniform allowance.

### Section 2 - Body Armor

The Village will provide up to \$125 for the initial purchase of body armor; and in the case of an existing officer who has already purchased a protective vest, a \$125 payment will be provided by the Village for the replacement of that vest after a minimum of five (5) years from the date of purchase. Employees who do not wear said body armor under circumstances required by the Police Chief shall be subject to discipline.

### Section 3 - Tuition Reimbursement

Each year, the Police Chief shall notify bargaining unit members that requests for educational assistance are being received. Employees shall furnish the Police Chief with a memo indicating their interest in attending approved, accredited college courses and continuing education during the next Village fiscal year. Based on the adopted Village budget, all monies budgeted for college tuition reimbursement will be equally divided among all department personnel who indicated intent and successfully completed approved, accredited college work by April 1 of each year.

4-B.42

ARTICLE XXIII

NO PYRAMIDING

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

4-B.43

## ARTICLE XXIV

### PHYSICAL FITNESS PROGRAM

#### Section 1 - Physical Fitness Program

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning January 1, 2009, establish as its mandatory physical fitness requirements for all employees the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix D. Officers are required to make a good-faith effort to meet such fitness standards. Except as provided below, no officer who makes a good faith effort to meet such fitness standards shall be subject to discipline. The Village shall not require an officer who passes the first test (records a score of 90% of the minimum standard for each test component) during a calendar year to submit to the physical fitness standards testing pursuant to this Section again during that calendar year.

Effective January 1, 2010, an officer who fails to record a score of 90 percent of the minimum standards for each test component (the 90 percent score is reflected on the attached standards), shall be subject to the following discipline:

For the first such failure, the officer shall be re-tested after one hundred twenty (120) days or more, at the Village's discretion, and if the employee is successful on such retest, no further testing and no disciplinary action shall be taken by the Village. If the employee fails the retest, it shall be noted as a failure, and the officer shall be given a written reprimand, which shall be the only discipline imposed for an officer's failure to meet the standards, regardless of the number of times the officer fails the test. Said reprimand shall be removed from the officer's personnel file, if the officer meets the standards in the subsequent year. An officer who meets the minimum standards under all components during a calendar year, including the run standard, shall receive \$150.00 to be paid on or before December 31 of the calendar year.

#### Section 2 - Tobacco Use Restrictions

Employees in the bargaining unit hired on or after May 1, 1994, are prohibited from smoking, chewing or using tobacco in any form on duty. Employees who violate this provision shall be subject to discipline and discharge.

ARTICLE XXV

DURATION AND TERMINATION

This Agreement shall be in effect from May 1, 2007, and shall terminate on midnight, April 30, 2011.

This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other in writing not less than ninety (90) calendar days or not more than one hundred twenty (120) calendar days prior to the anniversary date that it desires to modify this Agreement.

In the event such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date; this Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date; however, under no circumstances shall this Agreement be terminated prior to the expiration date hereof of April 30, 2011, or prior to the expiration date of any renewal of this Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

FOR THE VILLAGE:

FOR THE UNION:

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

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

4-B.45

APPENDIX A  
GRIEVANCE FORM

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

Signature \_\_\_\_\_

Supervisor \_\_\_\_\_

TYPE OF GRIEVANCE:

Collective Bargaining Agreement Grievance  Yes  No

Village of La Grange Personnel Code Grievance  Yes  No

GRIEVANCE STATEMENT:

A. Grievance Description:

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

B. Collective Bargaining Agreement or Personnel Code Article and Section Reference:

\_\_\_\_\_

C. Remedy Requested

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

Received By: Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX B

### 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.

This Policy applies to all employees in the bargaining unit. In addition, employees who are required to have a Commercial Driver's License are also subject to the Omnibus Transportation Employee Testing Act of 1991 and the attendant rules promulgated and published by the U.S. Department of Transportation and Federal Highway Administration. These regulations are contained in Section Twelve of this Policy. To the extent that there are any conflicts between these federal regulations and the Village's Drug and Alcohol Testing Policy, the Village reserves the right to impose the more stringent requirements.

#### 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 illegal drugs;
  2. Having an illegal drug (or its metabolites) 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>

---

<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.47

- 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**

***Illegal Drugs*** — means 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.")

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

### **IV. SUPERVISORY TRAINING**

The Chief of Police and all Supervisors 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;

4-B.48

- 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 pursuant to this Policy under the circumstances stipulated below:

- 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 illegal 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 illegal 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 (e.g., commercial motor vehicle operators).<sup>2</sup>
- F. Random drug and alcohol testing. Each year, at least 25% of the bargaining unit shall be subject to a random alcohol test. In addition, at least 50% of the bargaining unit shall be subject to a random drug test on an annual basis. These tests will be unannounced, spread throughout the year, and all bargaining unit members will have an equal chance of selection.

## **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 with the exception of random drug and alcohol testing for which no written statement shall be provided. 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, at the

---

<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.49

discretion of the Village, to contact and confer with counsel or a representative, prior to collection. The employee shall be accompanied to the testing site by the Chief of Police or his designee.

With respect to any drug tests conducted under this Policy:

- A. Urine specimens shall be collected by trained personnel at medical facilities chosen by the Village;
- B. 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;
- C. 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. The laboratory shall confirm all positive screens using Gas Chromatography/Mass Spectrometry;
- D. Confirmed positive specimens shall be refrigerated and preserved in a sufficient quantity for retesting for a least one year;
- E. 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).
- F. 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.
- G. There shall be a written chain of custody from collection through specimen disposal; and
- H. 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 be provided access to, or copies of, all information and reports received by the Village relating to their specimens and test results.

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

**VII. CONSEQUENCES OF TESTING POSITIVE AND POLICY VIOLATIONS**

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

- A. Possess, use, sell, manufacture, distribute, buy or dispense illegal drugs 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 more than once;
- D. Test positive or violate this Policy during a probationary period; or
- E. Tamper with the collection process.
- F. 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.

4-B.51

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.

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 proceeding against the Village or its agents is initiated by or on behalf of an EAP user which involves such records.

The Village strongly encourages any employee who may be abusing alcohol or drugs to contact the EAP. The Village will take no adverse employment action against an employee because that employee voluntarily contacts or uses the EAP for a drug or alcohol problem (except it may require reassignment with pay to another position if the employee is unfit to perform his/her current assignment). Such contacts and participation in the EAP, however, will not guarantee continued employment or excuse performance problems or misconduct.

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 to the MRO. Such results and information shall be disclosed within the Village on a "need-to-know" basis. 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.

4-B.52

**X. NONDISCRIMINATION**

Nothing in this Policy modifies the Village’s existing policy of not discriminating against:

- A. Alcohol-dependent persons whose dependency does not constitute a threat to property or safety or prevent them from meeting the Village’s normal standards of attendance, performance, and conduct;
- B. Persons with a record of chemical dependency; or
- C. Persons erroneously perceived to be chemically dependent.

The Village will continue to reasonably accommodate alcohol-dependent persons and other 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.

**XII. U.S. DEPARTMENT OF TRANSPORTATION REGULATIONS**

Employees who are required to have a Commercial Driver’s License are also subject to the Omnibus Transportation Employee Testing Act of 1991 and the attendant regulations promulgated and published by the U.S. Department of Transportation (DOT) and Federal Highway Administration. DOT regulations require the Village to have a policy against alcohol misuse and drug use by drivers of commercial motor vehicles (“CMV”). This Section of the Village’s Drug and Alcohol Testing Policy is intended to comply with DOT regulations. To the extent that there are any conflicts between these DOT regulations and the Village’s Drug and Alcohol Testing Policy, the Village reserves the right to impose the more stringent requirements.

The Village Manager or his designee can answer questions about the policy. It is effective January 1, 1996, and applies to all drivers of Village CMVs. Compliance with the policy is required. The Village strongly encourages employees who are currently using drugs or misusing alcohol to contact the Employee Assistance Program (“EAP”).

**DEFINITIONS**

“**Accident**” means an occurrence on a public road involving a CMV that results in a fatality, bodily injury to a person who immediately receives emergency medical treatment away from the accident scene, or damage to a vehicle that requires the vehicle to be towed away from the accident scene. (Even if you believe the accident may not meet this definition, you should immediately tell your direct supervisor about every accident you have.)

4-B.53

“**Alcohol**” means the intoxicating agent in beverage alcohol or any low-weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.

“**CMV**” means a motor vehicle that has a weight rating of 26,001 pounds or more, is designed to transport 16 or more passengers, including the driver, or is used in the transportation of hazardous materials required to be placarded.

“**Drug**” means marijuana, cocaine, opiates, amphetamines, PCP, prescribed medications, and all controlled substances listed in Schedules I-V of 21 C.F.R. Part 1308.

“**Performing a Safety-Sensitive Function**” means any and all times when drivers of CMVs are actually working or required to be ready to work until the time they are relieved from work and all responsibility for performing work, including all times: driving or remaining ready to drive a CMV; loading or unloading a CMV, assisting or supervising the loading or unloading of a CMV, attending a CMV being loaded or unloaded, or giving or receiving receipts for the loading or unloading of a CMV; waiting to be dispatched, loaded or unloaded; inspecting or servicing a CMV; repairing, obtaining assistance for, or attending a disabled CMV; performing duties after an accident; and, all other duties while in or on a CMV.

“**Refuse to cooperate**” means to obstruct the testing process, to not promptly proceed to a collection site and provide specimens when instructed to do so, to provide an adulterated, altered or substitute urine specimen, or not to sign Step 2 of the DOT Breath Testing form.

“**SAP**” is a substance abuse professional who, if an employee tests positive, will decide whether the employee needs help with a drug or alcohol problem, whether they have properly followed any prescribed program and can return to duty, and when they have to take follow-up tests. The SAP can also help employees with drug-alcohol problems.

“**Test Positive for Alcohol**” means to take an alcohol test that results in an alcohol concentration of .04 or more.

### **TIMES WHEN DRIVERS ARE REQUIRED TO COMPLY WITH THIS POLICY**

DOT rules and regulations require compliance in connection with the performance of safety-sensitive functions as a driver. An employee may be directed to take a random, reasonable suspicion or follow-up alcohol test while performing a safety-sensitive function, or just before and just after performing such a function. An employee may be required to take drug tests and other alcohol tests anytime.

### **PROHIBITIONS**

1. An employee may not report for or remain on duty requiring the performance of a safety sensitive function if they:

- have an alcohol concentration of .04 or more, or

- are using any drug (unless the use is pursuant to instructions by a physician that it will not adversely affect the employee's ability to safely operate a CMV)<sup>3</sup>

2. An employee may not perform a safety-sensitive function if they are using alcohol or have used alcohol during the prior 4 hours.
3. An employee may not use alcohol for eight (8) hours after an accident involving a Village CMV unless they have taken a post-accident test.
4. An employee may not be on duty or operate a CMV while possessing alcohol, unless the alcohol is manifested and part of a shipment.
5. An employee may not refuse to cooperate in a drug or alcohol test required by this summary or DOT rules.
6. An employee may not use a drug whose container warns that it may cause drowsiness or interfere with the ability to drive safely unless they have previously informed the Village's Medical Review Officer ("MRO").

Drivers of Village CMVs also remain subject to all applicable state and federal motor carrier safety rules and regulations and other Village rules.

### **CIRCUMSTANCES UNDER WHICH DRIVERS ARE SUBJECT TO TESTING**

**Post-accident:** If an employee is in an accident involving a Village CMV that results in a fatality, or is ticketed after an accident that results in bodily injury to a person who immediately receives emergency medical treatment away from the accident scene or damage to a vehicle that requires the vehicle to be towed away from the accident scene, the employee must take an alcohol test within two (2) hours and a drug test within thirty-two (32) hours. The employee must notify their direct supervisor as soon as safely possible after any such accident.

**Random:** Each year, at least 25% of the Village's drivers will have to take random alcohol tests; at least 50% will have to take random drug tests.<sup>4</sup> Those tests will be unannounced, spread throughout the year, and all drivers will have an equal chance of selection.

**Reasonable Suspicion:** If an employee is reasonably suspected by a supervisor of using drugs or alcohol in violation of PROHIBITION Nos. 1, 2, or 3, the employee must take a drug and/or alcohol test.

---

<sup>3</sup> Every time an employee is prescribed or given a drug, they should verify with their physician that it will not adversely affect their ability to drive safely and advise their supervisor regarding same.

<sup>4</sup> The Village will adjust these rates to remain consistent with DOT rules and regulations.

**Return to Duty and Follow-up:** If an employee violates PROHIBITIONS 1-5, but are not discharged or are reinstated, the employee must pass a drug and/or alcohol test before they return to duty. The employee will also have to take unannounced follow-up tests for at least one (1) year (and may have to take them for five years).

These tests are MANDATORY.

### **CONSEQUENCES OF POSITIVES AND VIOLATIONS**

1. The first time an employee tests positive or violates the PROHIBITIONS (other than No. 6), they will be immediately removed from the performance of any safety-sensitive functions, advised of available resources for evaluating and resolving drug-alcohol problems, and referred to the SAP. Unless aggravating circumstances are present, the first time an employee tests positive or violates the PROHIBITIONS (other than No. 6), they will also be suspended without pay (pursuant to the Village's independent authority) until they enter into a last-chance agreement with the Village and provide documentation from the SAP that they are cooperating in any and all treatments, evaluations, counselings, and programs, are successfully participating in and/or have completed any and all prescribed rehabilitation programs, and have been approved to return to work.

If the employee refuses to enter into a last-chance agreement; violates a last-chance agreement; fails to provide documentation from the SAP verifying their cooperation and successful participation in and/or completion of any and all treatments, evaluations, counselings, and programs, and that they have been approved to return to work; or **violate the PROHIBITIONS again**, they will be discharged (pursuant to the Village's independent authority).

2. If an employee takes an alcohol test that results in an alcohol concentration of .02 or more, but less than .04, they immediately will be removed from the performance of safety-sensitive functions for at least 24 hours, or the start of the next regular shift (whichever is later). The employee may also be advised of available resources for evaluating and resolving drug-alcohol problems, be referred to the SAP, and/or disciplined, up to and including discharge (pursuant to the Village's independent authority).
3. If an employee violates PROHIBITION No. 6, the Village may exercise its independent authority to discipline the employee appropriately. (The employee may also be subject to reasonable suspicion testing.)
4. If a test is cancelled or invalid, an employee will not be disciplined because of the test results.

### **SUMMARY OF ALCOHOL TESTING PROCEDURES**

1. If an employee is subject to alcohol testing, they will be driven to a Village designated facility where they will have to verify their identity and certify that they have been correctly identified on a DOT Breath Testing Form.

4-B.56

2. The testing will be conducted in a private setting by trained breath alcohol technicians (“BATs”), using DOT-approved evidential breath testing devices (“EBTs”) that display and print test results. The employee may ask the BAT for identification. The EBTs are regularly calibrated.
3. A screening test will be done first. Using a new mouthpiece, the employee will be required to exhale until the BAT tells the employee to stop. The BAT will show the employee the results. The printed results must match the displayed results, or the test is invalid. If the screen test result is less than .02, the employee will have passed the alcohol test.
4. If the result is .02 or greater, the employee will have to take a confirmation test after a waiting period of 15-30 minutes. During that waiting period, for the employee’s own benefit, they should not put anything in their mouth or belch (so that the confirmation test will not measure any alcohol fumes in the employee’s mouth.)
5. Before (and after) the confirmation test, the BAT will run air blank tests to see if the EBT is working correctly. If they do not measure 0.00, the employee will be tested using another EBT or testing will be cancelled.
6. For the confirmation test, the employee will also have to exhale until the BAT tells the employee to stop. The employee will be shown the printed and displayed results. If they do not match, the test will be invalid. The results of the confirmation test, not the screen test, will determine what happens to the employee. A result under .02 means that the employee has passed. If the result is .02 or more, or the employee refuses to cooperate, they are subject to the CONSEQUENCES described above.
7. If the employee fails to provide an adequate breath specimen, the BAT will tell the employee to try again. If the employee still does not provide an adequate specimen, the employee’s failure will be noted on the Breath Testing Form, the employee’s supervisor will be informed, and the employee will be suspended immediately and required to see a doctor, as soon as possible. If the doctor decides it is highly probable a medical condition prevented the employee from providing a specimen, the employee will not be disciplined for refusing to cooperate.

### **URINE COLLECTION PROCEDURES**

1. If the employee is subject to drug testing, they will have to provide a urine specimen at a Village designated facility. The employee will be driven to the facility and required to verify their identity. The employee’s urine specimen will be collected by a trained collection site person (“CSP”) in accordance with DOT rules, using a DOT Custody & Control form.
2. An employee will be given a collection container and allowed to provide a urine specimen in private unless: they submit a specimen which is abnormally cold or hot, but not consistent with their oral body temperature; they submit an apparently altered or adulterated specimen; their prior specimens have been abnormal or they are taking a test after previously failing a test.

4-10.57

3. If the employee does not provide a large enough specimen (at least 45 ml), the CSP will discard the specimen, tell the employee to drink up to 24 ounces, wait up to four (4) hours (depending on DOT rules), and try again to provide a specimen. If the employee still does not provide an adequate specimen, testing will stop and the employee will be removed from duty, suspended and sent to a doctor. The doctor will decide whether the employee was legitimately unable to provide a specimen or refusing to cooperate.
4. If the employee does provide an adequate specimen, it will be poured into two bottles, which will be sealed and labeled with a unique specimen number in the employee's presence. The employee will then be told to initial them. The employee and the CSP will also fill out portions of a DOT Custody & Control form that identifies the employee, the Village and the employee's specimen. To protect themselves and ensure that their results are correctly attributed to them, the employee should make sure that the entries on the form are accurate.
5. Both specimen bottles will be sent to a federally-certified laboratory for analysis. The bottle that contains the larger amount of urine will be tested. The lab will check the employee's specimen to see if it has been altered, diluted or adulterated. If the employee's specimen is normal, the lab will run a screen test on it. If the screen test is negative, it will report that the employee has passed the drug test. If the screen test is positive, the lab will analyze the specimen using Gas Chromatography/Mass Spectrometry. It will send the results to an MRO.
6. The MRO is a trained doctor the Village has retained to review test results and the chain of custody, and to evaluate any explanation the employee may have for testing positive. The MRO will telephone the employee at the numbers listed on the Custody & Control form. If the employee believes a mistake was made at the collection site or lab, or on the Custody & Control form, or that the lab results are caused by foods or medicines, the employee should **promptly tell** the MRO. The employee should cooperate with the MRO. If the employee does not cooperate, the Village will be notified and the employee may be removed from duty and suspended pursuant to the Village independent authority.
7. If the employee wants a split specimen to be tested by another certified lab at their expense, the employee must tell the MRO within 72 hours of notice of the test results. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, the MRO will cancel the test results (and the employee will not be subject to discipline).
8. After completing the medical review process, the MRO will disclose the employee's test results to the Village Manager or his designee. Employees can obtain a copy of their test results from either the MRO or the Village Manager or his designee.

### **EFFECTS AND DANGERS OF ALCOHOL MISUSE AND DRUG USE**

Alcohol misuse and drug use have a number of serious and harmful effects on health, work and personal life.

4-B.58

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents.

People misusing alcohol and using illegal drugs may experience a number of behavioral problems. Examples include problems relating to or communicating with co-workers, residents, vendors, etc., refusing to accept directives from supervisors or other authority figures, sudden changes in attitude, mood or work performance, and changes in personal appearance and hygiene. Drugs and alcohol misuse can also result in a myriad of health problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, pill bottles, powders and empty alcohol containers. Physical signs and symptoms of use can include:

- marijuana and alcohol odors
- hangovers
- droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
- nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
- needle tracks or blood spots on shirt sleeves
- tremors, racing or irregular heartbeats
- slowed, slurred or incoherent speech
- coordination problems
- fatigue, lethargy and sleepiness
- depression or anxiety
- neurotic or psychotic behavior
- slow, delayed or erratic decision-making and reactions
- jitters, hand tremors or hyperexcitability
- loss of concentration or memory

## **INTERVENING**

If employees suspect that a co-worker may have a drug or alcohol problem, the Village encourages employees to contact the Village Manager or his designee or the EAP for advice. They have been trained to break down resistance and denial and persuade those who misuse alcohol or drugs to get the help they need. Employees should also consider enlisting the problem driver's friends, family or representatives to help confront the driver.

APPENDIX C

ANNUAL BASE SALARIES FOR  
POLICE PATROL OFFICERS

	Effective on May 1, 2007	Effective on May 1, 2008	Effective on May 1, 2009	Effective on May 1, 2010
Start	50,080	51,832	53,647	55,792
After 1 Year	53,137	54,997	56,921	59,198
After 2 Years	56,378	58,351	60,394	62,810
After 3 Years	59,816	61,909	64,076	66,639
After 4 Years	63,463	65,684	67,983	70,703
After 5 Years	67,333	69,690	72,129	75,014
After 6 Years	71,500	74,003	76,593	79,656

4-B.60

## APPENDIX D

### PHYSICAL FITNESS POLICY

#### STRENGTH

Hands and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	<u>AGE</u>		
	<u>20-29</u>	<u>30-39</u>	<u>40 &amp; Older</u>
Male	30	25	15
Female	15	15	15

#### ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time.

	<u>AGE</u>				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60-69</u>
Male	34	31	26	20	18
Female	30	24	16	14	14

#### FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is

4-B.61

considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60- &amp; Older</u>
Male	16.5	15.5	14.3	12.5	12.0
Female	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

1.5 mile run (in minutes)	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60 &amp; Older</u>
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards or error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run	Subtract 55 second from final score, unless the test was passed at written standard
Sit & Reach	Add ½ inch to final score
Sit-Ups	Add 1 sit-up to final score
Push-ups	No standard of error has been computed

The bench press may be substituted for push-ups.

	AGE				
	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60 &amp; Older</u>
Male	.99	.88	.80	.71	.65
Female	.59	.53	.50	.44	.43

The procedure to substituting the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.
- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

October \_\_, 2008

LETTER OF UNDERSTANDING

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 South. La Grange Road  
La Grange, IL 60525

Mr. Joe Kalita  
Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**RE: REIMBURSEMENT UPON VOLUNTARY SEPARATION**

This letter stipulates that for the term of the collective bargaining agreement between the Village of La Grange and Illinois Fraternal Order of Police beginning May 1, 2007 and ending April 30, 2011, employees in the bargaining unit hired on or after May 1, 1994, who voluntarily separate from employment with the Village within three (3) years of their date of hire shall reimburse the Village for its costs and expenses incurred in their hiring and training up to the time of their separation.

SIGNED FOR THE VILLAGE

SIGNED FOR THE UNION

\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

\_\_\_\_\_  
Joe Kalita  
FOP

Date \_\_\_\_\_

Date \_\_\_\_\_

41-13.63

October \_\_, 2008

LETTER OF UNDERSTANDING,

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 S. La. Grange Road  
La Grange, IL 60525

Mr. Joe Kalita  
Illinois Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**RE: HOURS OF WORK AND OVERTIME**

Since 1994, whenever a holiday occurred during a patrol officer's vacation or a patrol officer who was scheduled to work a holiday but, at the discretion of a supervisor, was subsequently scheduled not to work that holiday, the patrol officer was directed to complete their time sheet so that "holiday off" was recorded in the "HOURS WORKED F.L.S.A." column and 8.25 was recorded in the "HOURS PAY-NO WORK" column. The net effect of this payroll practice, all other things being equal, resulted in the loss of overtime earned either prior to or after a holiday within that 28 day work period. The parties acknowledge that this was not the intended outcome by excluding holiday pay from hours worked for purposes of calculating overtime. Rather, the parties agree that the holiday pay granted in the form of either 12 hours or 8 hours of straight time, was not to be recorded in the "HOURS WORKED F.L.S.A." column.

The parties agree that retroactive to May 1, 2003, whenever a holiday occurs during a patrol officer's vacation or a patrol officer who is scheduled to work a holiday, but is subsequently scheduled not to work that holiday, the officer shall record 8.25 in the 'HOURS WORKED F.L.S.A.' column and H.O. (holiday off) in the "HOURS PAY-NO WORK" column. The Police Chief shall monitor and evaluate this change in payroll practice, as well as existing scheduling practices, for a period of one year. If no problems are identified by the Police Chief, the contract shall be deemed to be amended by stipulating "holiday off" as hours worked for the purpose of calculating overtime.

SIGNED FOR THE VILLAGE

SIGNED FOR THE UNION

\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

\_\_\_\_\_  
Joe Kalita  
FOP

Date \_\_\_\_\_

Date \_\_\_\_\_

4-13.64

October \_\_, 2008

LETTER OF UNDERSTANDING

Mr. Robert Pilipiszyn, Village Manager  
Village of La Grange  
53 S. La Grange Road  
La Grange, IL 60525

Mr. Joe Kalita  
Illinois Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**RE: DEFINITION OF BASE SALARY**

The undersigned parties have historically agreed to maintain patrol officers at the 65th percentile relative to comparable jurisdictions.

The parties acknowledge and agree that the 65th percentile has been determined utilizing the top base pay (excluding longevity and merit pay as discussed by the parties) of comparable communities. The comparable communities are as follows: Bellwood, Bensenville, Bloomingdale, Brookfield, Darien, Elmwood Park, Forest Park, Franklin Park, Hinsdale, La Grange Park, Lisle, Melrose Park, Norridge, River Forest, Schiller Park, Villa Park, Warrenville, West Chicago, Westchester, Western Springs, Westmont, and Wood Dale.

SIGNED FOR THE VILLAGE

SIGNED FOR THE UNION

\_\_\_\_\_  
Robert Pilipiszyn  
Village Manager

\_\_\_\_\_  
Joe Kalita  
FOP

Date \_\_\_\_\_

Date \_\_\_\_\_

4-B65

**SIDE LETTER**

The Village of LaGrange and FOP Labor Council agree that for the 2007 Labor Agreement compensable hours for retroactive pay shall only include:

1. Regular wages;
2. Previously paid and worked overtime;
3. Previously paid holidays; and
4. Previously paid vacation and sick time at separation.

This Side Letter shall be attached to and made a part of the Labor Agreement.

**FOR THE VILLAGE OF LAGRANGE:**

**FOR THE UNION:**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

*4-B.66*

**SIDE LETTER**

In late August, 2007, the law in Illinois regarding bargaining over review of discipline was changed. The Village of LaGrange and the FOP Labor Council reached an agreement for a new Labor Agreement that did not incorporate processing all discipline cases through the grievance procedure.

The Village agrees that in any future interest arbitration that might result from negotiations over discipline being reviewed through the grievance procedure during the successor negotiations, the Labor Council will not bear any burden of proof greater than it would have during the current negotiations. More specifically, the agreement reached shall be non-precedential and shall not prejudice either party in the successor negotiations.

This Side Letter shall be attached to and made a part of the Labor Agreement.

**FOR THE VILLAGE OF LAGRANGE:**

**FOR THE UNION:**

\_\_\_\_\_

Date

\_\_\_\_\_

Date

4-B.67

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

DATE: October 27, 2008

RE: **AGREEMENT – IDOT JOINT AGREEMENT, PHASE III  
ENGINEERING AND MFT RESOLUTION FOR STAGE ONE OF  
THE BLUFF AVENUE PROJECT**

---

The FY 2008-2009 Budget provides for funding over a three year period for the Bluff Avenue Reconstruction Project. Funds have been provided in the Capital Projects Fund, Water Fund and Sewer Fund for this purpose. The project includes the installation of new combined sewers, water main, drainage structures, sidewalk, curb/gutter and reconstruction of the street.

As outlined in a status report to the Village Board two months ago, project expenses (which also include the Maple Avenue Relief Sewer (MARS) initiative), have increased substantially for two primary reasons. First, since the initial estimate of project costs was developed in 2003, construction costs have escalated, especially over the past two years. Costs for concrete, steel, and petroleum based products have increased, and continue to increase, necessitating project budget amendments. In the past year alone, the cost for many construction materials has increased between 15% and 40%, making the estimating and budgeting process more difficult.

Second, there was a change in scope for the drainage system. During the design planning process, the Metropolitan Water Reclamation District had confirmed that the Bluff Avenue drainage system must access the deep tunnel system through a drop shaft connection located at Cossitt Avenue rather than at 47<sup>th</sup> Street. This finding was intended to maintain consistency with the design service area and capacity criteria employed for each drop shaft. The drop shaft located at 47<sup>th</sup> Street is designed with capacity intended to service the future drainage needs of that portion of the Village located south of 47<sup>th</sup> Street. Although this connection point is geographically closer to the south end of the project where preliminary drainage planning was originally focused, the redirection of drainage from areas located north of 47<sup>th</sup> Street to this shaft would displace capacity reserved for the south end of the Village. Although the tunnel system operation would not change by such a diversion, the ability to service future drainage needs would be impacted, as the drop shaft capacity must remain in balance with the service area. Given this determination, the project drainage plan was changed to route drainage to the Cossitt Avenue connection point.

4-6

Coincident to this schematic change was the development of the MARS plan, which offered an opportunity to merge intent and purpose of the outlet sewer construction. The outlet for MARS was planned to also use the tunnel system drop shaft located at Cossitt Avenue. The design and construction of the MARS outlet as part of the Bluff Avenue project was considered both logical and cost efficient, as both projects would utilize this construction. With the completion of the outlet sewer as part of Bluff Avenue project, the Village will then be in position to incrementally extend the sewer westerly to derive further drainage benefits. This construction will be addressed in the future as the budget allows.

The construction of the outlet sewer will be a fairly involved and costly component of the project. The construction will require the extension of 120 inch diameter sewer from the Cossitt Avenue drop shaft to Washington Avenue by trench construction methods and the construction of 60 inch diameter sewer south along Washington Avenue to Maple Avenue by jacking and tunnel construction methods. The construction of 60 inch sewer in Maple Avenue between Washington Avenue and Bluff Avenue by jacking and tunnel methods is also included. Of critical note is the Maple Avenue segment, which will cross beneath the Indiana Harbor Belt Railroad (IHBRR). This requires that the Village receive an easement from the railroad and the owners of the previously vacated Washington Avenue right-of-way. Both of these issues are currently being pursued by staff.

In order to fund these increases in project costs, the Village requested additional transportation funding from the Central Council of Mayors in April, 2008. While the Council agreed to fund the increased eligible expenses planned for FY 2009 (using the standard 70/30 cost sharing agreement), their budget was not able to accommodate the entire project as one lump sum. Instead, the Council agreed that it would need to formally approve advanced funding for each of the two remaining years of the project going forward.

While this approach was generally acceptable to the Village, it necessitated a change in the way that IDOT and the Village award and manage the construction contract. IDOT required the Village to divide the project into three separate but related “stages”, each to be awarded through a separate letting process. Dividing the project into distinct stages was not difficult as we had already been planning for a three year project with defined boundaries and scope of work. Attached you will find a project map which defines the stages in more detail (approved by IDOT and the FHWA – July 2008).

At the same meeting, the Village also requested approval from the FHWA to receive federal funding for the additional engineering costs associated with creating three separate sets of plans / bidding documents, as well as any additional environmental analysis that may be required as related to the new outlet sewer location. These items were also approved.

As a result, the Village Engineer prepared plans and cost estimates for each stage of the project. In summary, the three stages of the Bluff Avenue project are as follows:

4-c.1

- Stage 1: Includes the full reconstruction of the northern segment of Bluff Avenue between Cossitt Avenue and Burlington Avenue. The work includes the replacement of portions of the existing water main and combination sewer, new roadway storm sewer segments, full pavement reconstruction, sidewalk and driveway apron replacement, and restoration of landscaped parkway surfaces.
- Stage 2: Includes the construction of the new storm water relief sewer between Bluff Avenue and Cossitt Avenue and its connection to the deep tunnel drop shaft at Cossitt Avenue and East Avenue, the construction of a new outlet sanitary sewer, the adjustment of conflicting utilities, and the restoration of disturbed pavement and landscape surfaces. The construction of the storm water relief sewer and outlet sanitary sewer will cross beneath the IHBRR track at Maple Avenue. This sewer will accept the storm water flows from the work that will be completed in Stage 3 of the project.
- Stage 3: Includes the full reconstruction of the southern segment of Bluff Avenue between 47<sup>th</sup> Street and Cossitt Avenue. The work includes the installation of new water main, sanitary sewer, roadway storm sewer, full pavement reconstruction, sidewalk and driveway apron replacement, and restoration of landscaped parkway surfaces.

The table below reflects the December 2003 project estimate and the July 2008 estimate (construction and engineering) divided by stage as well as local and federal share. It should be noted that the 2003 estimate did not include the outlet sewer construction that is now included in the most recent estimate. The 2003 estimate also did not include the division of the project into three stages.

**TABLE 1: Estimated Construction and Engineering Expenses by Stage**

Cost Element	12/08/2003 Estimate	Rev. Estimate – July 2008
Federal Share	\$1,874,822.04	\$3,802,000.00
Local Share	\$803,495.16	\$2,263,000.00
<b>Total Project</b>	<b>\$2,678,317.20</b>	<b>\$6,065,000.00</b>
<b>STAGE 1 Total</b>	<b>n/a</b>	<b>\$1,116,000.00</b>
Local Share	n/a	\$419,000.00
Federal Share	n/a	\$697,000.00
<b>STAGE 2 Total</b>	<b>n/a</b>	<b>\$2,532,000.00</b>
Local Share	n/a	\$759,000.00
Federal Share	n/a	\$1,773,000.00
<b>STAGE 3</b>	<b>n/a</b>	<b>\$2,417,000.00</b>

4-C.2

Agreement – IDOT Joint Agreement Phase III Engineering and MFT Resolution for  
Stage One of the Bluff Avenue Project – Board Report – October 27, 2008 – Page 4

<b>Total</b>		
Local Share	n/a	\$1,085,000.00
Federal Share	n/a	\$1,332,000.00

Attached for your review and approval are the following documents required by IDOT in anticipation of the January, 2009 contract bid and letting process: 1) Local Agency Agreement for Federal Participation; 2) Construction Engineering Services Agreement for Federal Participation as submitted by Heuer and Associates; and 3) Resolution for Improvement by Municipality Under the Illinois Highway Code (Motor Fuel Tax).

Mr. Heuer 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 \$130,000 for Stage 1.

A resolution in IDOT form authorizing the use of Motor Fuel Tax funds in the amount of \$300,000 represents the local match component of the work eligible in Stage 1 through MFT funds including roadway reconstruction; combination sewer replacement; sidewalk and apron replacement and engineering. The remaining anticipated local match of \$119,000 represents ineligible costs associated with the replacement of portions of the existing water main for a total local share of \$419,000 for Stage 1. Expenses related to water main replacement will be appropriated to the Water Fund.

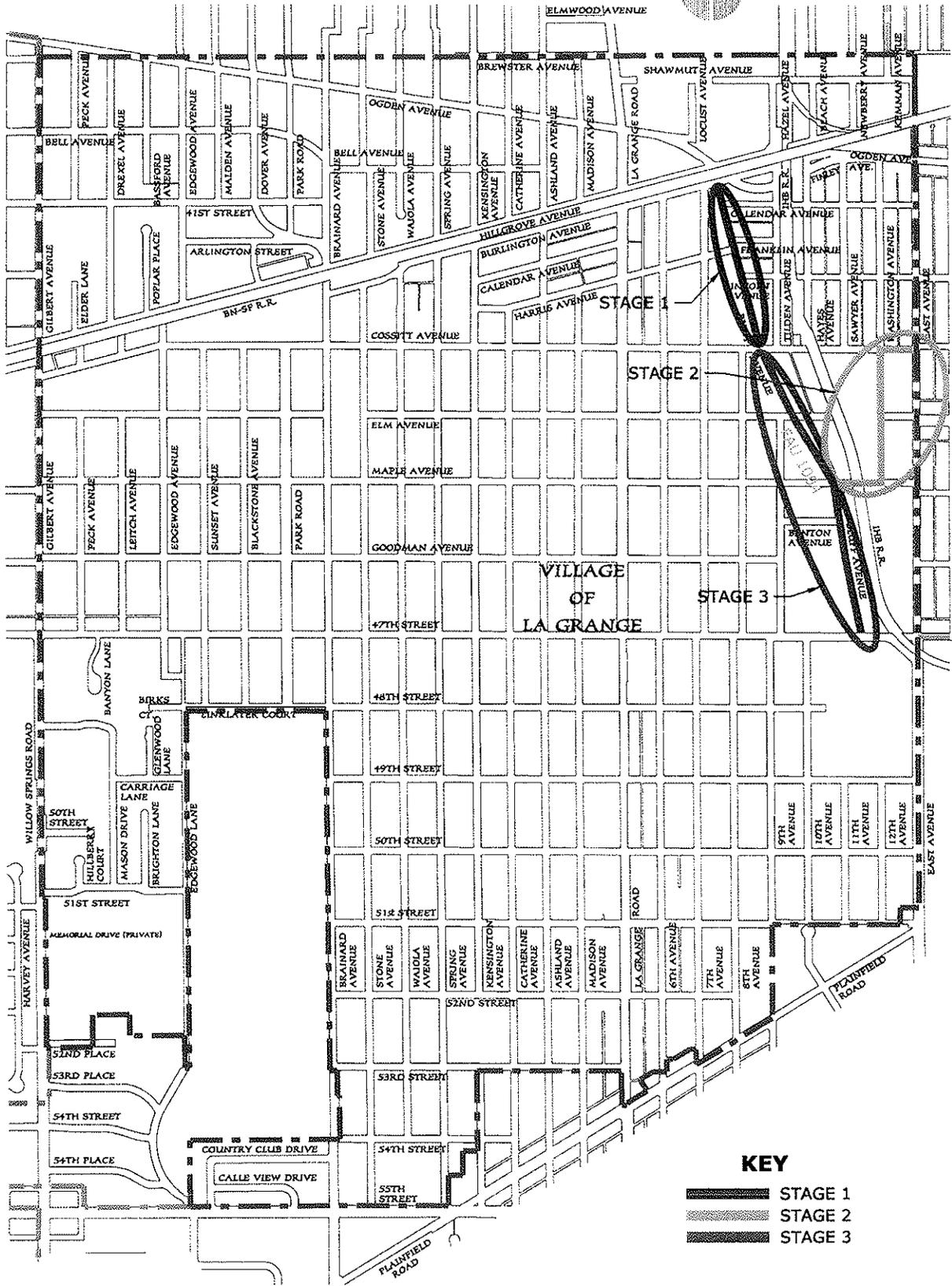
In summary, expenses related to Stage 1 construction of Bluff Avenue are as follows:

	<u>LOCAL</u>	<u>FEDERAL</u>	<u>TOTAL</u>
Stage 1 - Construction	\$380,000	\$606,000	\$986,000
Stage 1 – Engineering	<u>\$39,000</u>	<u>\$91,000</u>	<u>\$130,000</u>
TOTAL – Stage 1	\$419,000	\$697,000	\$1,116,000

Construction is anticipated to begin in Spring, 2009. At this time, the budget reflects adequate funding for all three stages of the project. However, final cost estimates will be updated and detailed after contracts are bid and let in January.

We recommend approval of the Local Agency Agreement for Federal Participation of \$697,000 for Stage 1 of the Bluff Avenue project. We also recommend accepting the proposal for construction engineering services in the amount of \$130,000 as submitted by Heuer and Associates for Stage 1 of the Bluff Avenue project. Finally, we recommend approval of the IDOT required Motor Fuel Tax Resolution in the amount of \$300,000 to partially fund our local match for construction and engineering. Adequate funds exist in the Village’s Motor Fuel Tax Fund to cover these expenditures.

4-C.3



**HEUER AND ASSOCIATES**  
Consulting Engineers

2315 Enterprise Drive - Suite 107 - Westchester, IL 60154-5811 - 708-492-1400

**BLUFF AVENUE PROPOSED STAGING  
VILLAGE OF LA GRANGE**

FULL SIZE SCALE: Not to Scale  
 TABLOID SCALE: Not to Scale  
 DRAWN BY: H&A  
 PROJECT NO.: 2004.110  
 DATE: 6/23/2008

SHEET  
1  
OF  
1

4-C.4



**Illinois Department of Transportation**

**Local Agency Agreement for Federal Participation**

Local Agency Village of LaGrange	State Contract X	Day Labor	Local Contract 63007	RR Force Account
Section 08-00079-01-FP	Fund Type STU/STP		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-107-09	M-9003(113)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name Bluff Avenue - STAGE 1 Route FAU 1004 Length 0.298 miles  
 Termini Cossitt Avenue to Burlington Avenue

Current Jurisdiction LA Existing Structure No N/A

**Project Description**

STAGE 1 - Replacement of portions of the existing water main and combination sewer, new roadway storm sewer segments, full pavement reconstruction, sidewalk replacement and restoration of landscaped parkway.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	606,000	( 70 )	( )	( )	260,000	( 30 )	866,000
Non-Participating Construction	( )	( )	( )	( )	120,000	( 100 )	120,000
Preliminary Engineering	( )	( )	( )	( )	( )	( )	( )
Construction Engineering	91,000	( 70 )	( )	( )	39,000	( 30 )	130,000
Right of Way	( )	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 697,000</b>		<b>\$</b>		<b>\$ 419,000</b>		<b>\$ 1,116,000</b>

\*Maximum FHWA (STU) Participation 70% Not to Exceed \$697,000.00

Water main improvements have been determined to be non-participatory

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

4-C.5

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

4-616

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

**APPROVED**

Name Elizabeth Asperger

Title Village President  
County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date October 27, 2008

TIN Number 36-6005955

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Milton R. Sees, Secretary of Transportation

Date \_\_\_\_\_

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Ann L. Schneider, Director of Finance and Administration

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

*H-C, 8*

Local Agency Village of LaGrange	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant Heuer & Associates
County Cook				Address 2315 Enterprise Drive - Suite 102
Section 08-00079-01-FP				City Westchester
Project No. M-9003(113)				State IL
Job No. C-91-107-09				Zip Code 60154
Contact Name/Phone/E-mail Address A. Peterson, 708-579-2315 a_peterson@villageoflagrange.com	Contact Name/Phone/E-mail Address Thomas A. Heuer, P.E., 708-492-1000 t_heuer@sbcglobal.net			

THIS AGREEMENT is made and entered into this 27th day of October, 2008 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT the following terms are used, they shall be interpreted to mean:

**Regional Engineer**      Regional Engineer, Department of Transportation  
**Resident Engineer**      LA Employee directly responsible for construction of the PROJECT  
**Contractor**              Company or Companies to which the construction contract was awarded

**Project Description**

Name Bluff Avenue Improvement - STAGE 1      Route FAU 1004      Length 1572.32      Structure No. N/A  
Termini Cossitt Avenue (FAU 1365) to Burlington Avenue (FAU 3557)

Description: STAGE 1 construction engineering services for the roadway and utility improvements along the Bluff Avenue corridor between Cossitt Avenue and Burlington Avenue which includes the replacement of portions of the existing water main and combination sewer, new roadway storm sewer segments, full pavement reconstruction, sidewalk replacement, and restoration of landscaped parkway.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

  - e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

4-C.9

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. 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.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

4-0110  
BLR 05611 (Rev. 9/06)

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

**II. THE LA AGREES,**

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:    DL = Direct Labor  
              IHDC = In House Direct Costs  
              OH = Consultant Firm's Actual Overhead Factor  
              R = Complexity Factor

Specific Rate             (Pay per element)

Lump Sum                 \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

4-611

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences 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.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance program; and

4-C.12

(4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Heuer & Associates	36-3729432	\$114,742.32
Sub-Consultants:	TIN Number	Agreement Amount
Construction & Geotechnical Material Testing, Inc.	36-4460168	\$13,648.00
Sub-Consultant Total:		\$ 13,648.00
Prime Consultant Total:		\$ 114,742.32
Total for all Work:		\$ 128,390.32

Executed by the LA:

Village of LaGrange  
\_\_\_\_\_  
(Municipality/Township/County)

ATTEST:

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

Robert Milne Clerk

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

Title: Village President

(SEAL)

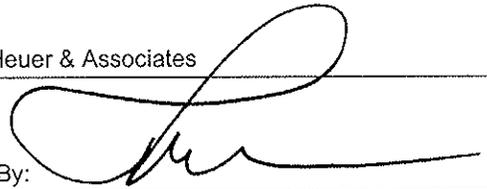
Executed by the ENGINEER:

ATTEST:

By:   *Karla M. Oden*  

Title: Administrative Assistant

Heuer & Associates  
\_\_\_\_\_

By:     

Title: President

21-C.13

**Exhibit A - Construction Engineering**

Route: FAU 1004  
 Local Agency: Village of La Grange  
 (Municipality/Township/County)  
 Section: 08-00079-01-FP  
 Project: M9003(113)  
 Job No.: C-91-107-09

\*Firm's approved rates on file with IDOT'S Bureau of Accounting and Auditing:  
 Overhead Rate (OH) 127.56 %  
 Complexity Factor (R) 0.00  
 Calendar Days 133

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED EXHIBIT A									
<b>Totals</b>		0.00							

4-C.14



## EXHIBIT A - PHASE III CONSTRUCTION ENGINEERING COST SCHEDULE

BLUFF AVENUE IMPROVEMENTS - STAGE 1 - FAU 1004  
 VILLAGE OF LA GRANGE; PROJECT:M9003(113); SECTION:08-00079-01-FP  
 HEUER & ASSOCIATES, Consultant

#	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. Pre-Construction <i>Start-up documentation survey control, staking base line alignment</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	5	\$451.50				
		P.Haavig	Assistant Inspector	29.24	37.30	9.75	76.29	0	\$0.00				
		M.Gollan	Resident Inspector	29.47	37.59	9.83	76.89	42	\$3,229.38				
		D.Corcoran	Assistant Inspector	28.60	36.48	9.54	74.62	42	\$3,134.04				
		D.Piwowar	Assistant Inspector	27.35	34.89	9.12	71.36	6	\$428.16				
		K.Oden	Technician	24.40	31.12	8.14	63.66	0	\$0.00	\$0.00	\$0.00	\$7,243.08	6.31%
2. Construction Observation <i>review work progress measure quantities</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	40	\$3,612.00				
		P.Haavig	Assistant Inspector	29.24	37.30	9.75	76.29	0	\$0.00				
		M.Gollan	Resident Inspector	29.47	37.59	9.83	76.89	480	\$36,907.20				
		D.Corcoran	Assistant Inspector	28.60	36.48	9.54	74.62	240	\$17,908.80				
		D.Piwowar	Assistant Inspector	27.35	34.89	9.12	71.36	0	\$0.00				
		K.Oden	Technician	24.40	31.12	8.14	63.66	0	\$0.00	\$0.00	\$0.00	\$58,428.00	50.92%
3. Project Documentation <i>quantity and cost records daily, weekly reports schedule reports, field notes</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	32	\$2,889.60				
		P.Haavig	Assistant Inspector	29.24	37.30	9.75	76.29	0	\$0.00				
		M.Gollan	Resident Inspector	29.47	37.59	9.83	76.89	160	\$12,302.40				
		D.Corcoran	Assistant Inspector	28.60	36.48	9.54	74.62	240	\$17,908.80				
		D.Piwowar	Assistant Inspector	27.35	34.89	9.12	71.36	0	\$0.00				
		K.Oden	Technician	24.40	31.12	8.14	63.66	16	\$1,018.56	\$0.00	\$0.00	\$34,119.36	29.74%
4. Project Coordination <i>meetings, memorandums communications</i>		T.Heuer	Principal Engineer	45.01	57.41	15.01	117.43	16	\$1,878.88				
		P.Harring	Senior Engineer	34.61	44.15	11.54	90.30	40	\$3,612.00				
		P.Haavig	Assistant Inspector	29.24	37.30	9.75	76.29	0	\$0.00				
		M.Gollan	Resident Inspector	29.47	37.59	9.83	76.89	40	\$3,075.60				
		D.Corcoran	Assistant Inspector	28.60	36.48	9.54	74.62	0	\$0.00				
		D.Piwowar	Assistant Inspector	27.35	34.89	9.12	71.36	0	\$0.00				
		K.Oden	Technician	24.40	31.12	8.14	63.66	8	\$509.28	\$0.00	\$0.00	\$9,075.76	7.91%
5. Post-Construction <i>Close-out documentation update drawing files issue record drawings</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	3	\$270.90				
		P.Haavig	Assistant Inspector	29.24	37.30	9.75	76.29	6	\$457.74				
		M.Gollan	Resident Inspector	29.47	37.59	9.83	76.89	24	\$1,845.36				
		D.Corcoran	Assistant Inspector	28.60	36.48	9.54	74.62	6	\$447.72				
		D.Piwowar	Assistant Inspector	27.35	34.89	9.12	71.36	40	\$2,854.40				
		K.Oden	Technician	24.40	31.12	8.14	63.66	0	\$0.00	\$0.00	\$0.00	\$5,876.12	5.12%
11.66%	Total Labor Costs:							1,486	\$114,742.32			\$114,742.32	100%
1.39%	Other Direct Costs:									\$13,648.00	\$0.00	\$13,648.00	
13.05%	TOTAL PHASE III ENGINEERING COST:											\$128,390.32	

**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 1,572 feet.

Effective Date of Schedule = 08-7-2008  
 Method of Compensation = CPFF 3  
 Project Complexity Factor = 0.0  
 Approved Overhead Rate = 127.56%  
 Estimated Construction Value = \$983,861.40  
 Estimated Construction Working Days = 80

4-C.110

## EXHIBIT B - CONSULTANT RATE SCHEDULES

BLUFF AVENUE IMPROVEMENTS - STAGE 1 - PHASE III CONSTRUCTION ENGINEERING SERVICES  
 VILLAGE OF LA GRANGE; PROJECT:M9003(113); SECTION:08-00079-01-FP  
 HEUER & ASSOCIATES, Consultant

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	Assistant Inspector	P.Haavig	\$20.00	\$35.00	\$32.18	\$56.32	\$52.18	\$91.32	\$29.24	\$37.30	\$9.75	\$76.29	P.Haavig
Engineer II	Resident Inspector	M.Gollan	\$18.00	\$35.00	\$28.96	\$56.32	\$46.96	\$91.32	\$29.47	\$37.59	\$9.83	\$76.89	M.Golan
Engineer II	Assistant Inspector	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	Assistant Inspector	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	Technician	K.Oden	\$10.00	\$30.00	\$16.09	\$48.27	\$26.09	\$78.27	\$24.40	\$31.12	\$8.14	\$63.66	K.Oden

<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>The labor classifications reflect consultant's currently defined employee labor categories.</li> <li>The direct labor rate for salaried employees based upon conventional 2080 hours/year.</li> <li>The indirect labor rate for salaried employees based upon IDOT approved overhead.</li> <li>The profit factor included in the computation of hourly rate conforms to IDOT CPFF 3 with a complexity factor of 0.000.</li> </ol>	<p><b>Consultant's Business Financials</b>  <i>(rates shown as a percentage of direct labor cost)</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: none;">Payroll Burden &amp; Fringe Rate:</td> <td style="text-align: right; border: none;">83.62%</td> </tr> <tr> <td style="border: none;">Overhead &amp; Indirect Cost Rate:</td> <td style="text-align: right; border: none;">43.94%</td> </tr> <tr> <td style="border: none;">Total Indirect Labor Rate:</td> <td style="text-align: right; border: none;">127.56%</td> </tr> <tr> <td style="border: none;">IDOT Project Complexity Factor:</td> <td style="text-align: right; border: none;">0.000</td> </tr> </table>	Payroll Burden & Fringe Rate:	83.62%	Overhead & Indirect Cost Rate:	43.94%	Total Indirect Labor Rate:	127.56%	IDOT Project Complexity Factor:	0.000
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

BLUFF AVENUE IMPROVEMENTS - STAGE 1 - PHASE III CONSTRUCTION ENGINEERING SERVICES

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	CPFF	13,648.00	\$13,648.00	Sub-Consultant for QA testing and inspection of materials
2.					
Sub-Total:				\$13,648.00	
<b>Total Other Direct Costs:</b>				<b>\$13,648.00</b>	

4-C.17

## EXHIBIT D - ENGINEERING TIME ANALYSIS

BLUFF AVENUE IMPROVEMENTS - STAGE 1 - PHASE III CONSTRUCTION ENGINEERING SERVICES  
 VILLAGE OF LA GRANGE; PROJECT:M9003(113); SECTION:08-00079-01-FP  
 HEUER & ASSOCIATES, Consultant

PROJECT WORK-HOUR SUMMARY							
NAME	POSITION	PRE-CONST	OBSERVE	DOCUMENT	COORDINATE	POST-CONST	TOTAL HOURS
T.Heuer	Principal Engineer	0	0	0	16	0	16
P.Harring	Senior Engineer	5	40	32	40	3	120
M.Gollan	Resident Inspector	42	480	160	40	24	746
P.Haavig	Assistant Inspector	0	0	0	0	6	6
D.Corcoran	Assistant Inspector	42	240	240	0	6	528
D.Piwowar	Assistant Inspector	6	0	0	0	40	46
K.Oden	Technician	0	0	16	8	0	24
TOTALS . . . .		95	760	448	104	79	1,486

1. PRELIM-CONSTRUCTION		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	0	0	0	117.43	\$0.00
P.Harring	Senior Engineer	1	5	5	90.30	\$451.50
M.Gollan	Resident Inspector	6	7	42	76.89	\$3,229.38
P.Haavig	Assistant Inspector	0	0	0	76.29	\$0.00
D.Corcoran	Assistant Inspector	6	7	42	74.62	\$3,134.04
D.Piwowar	Assistant Inspector	2	3	6	71.36	\$428.16
K.Oden	Technician	0	0	0	63.66	\$0.00
SUB-TOTAL . . . .		Time . . . . .		95	Cost . . . . .	\$7,243.08

2. CONSTRUCTION OBSERVATION		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	0	0	0	117.43	\$0.00
P.Harring	Senior Engineer	0.5	80	40	90.30	\$3,612.00
M.Gollan	Resident Inspector	6	80	480	76.89	\$36,907.20
P.Haavig	Assistant Inspector	0	0	0	76.29	\$0.00
D.Corcoran	Assistant Inspector	3	80	240	74.62	\$17,908.80
D.Piwowar	Assistant Inspector	0	0	0	71.36	\$0.00
K.Oden	Technician	0	0	0	63.66	\$0.00
SUB-TOTAL . . . .		Time . . . . .		760	Cost . . . . .	\$58,428.00

3. CONSTRUCTION DOCUMENTATION		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	0	0	0	117.43	\$0.00
P.Harring	Senior Engineer	0.4	80	32	90.30	\$2,889.60
M.Gollan	Resident Inspector	2	80	160	76.89	\$12,302.40
P.Haavig	Assistant Inspector	0	0	0	76.29	\$0.00
D.Corcoran	Assistant Inspector	3	80	240	74.62	\$17,908.80
D.Piwowar	Assistant Inspector	0	0	0	71.36	\$0.00
K.Oden	Technician	0.2	80	16	63.66	\$1,018.56
SUB-TOTAL . . . .		Time . . . . .		448	Cost . . . . .	\$34,119.36

4. CONSTRUCTION COORDINATION		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	0.2	80	16	117.43	\$1,878.88
P.Harring	Senior Engineer	0.5	80	40	90.30	\$3,612.00
M.Gollan	Resident Inspector	0.5	80	40	76.89	\$3,075.60
P.Haavig	Assistant Inspector	0	0	0	76.29	\$0.00
D.Corcoran	Assistant Inspector	0	80	0	74.62	\$0.00
D.Piwowar	Assistant Inspector	0	0	0	71.36	\$0.00
K.Oden	Technician	0.1	80	8	63.66	\$509.28
SUB-TOTAL . . . .		Time . . . . .		104	Cost . . . . .	\$9,075.76

5. POST-CONSTRUCTION		Hrs/Day	Days	Hours	Rate	Cost
T.Heuer	Principal Engineer	0	0	0	117.43	\$0.00
P.Harring	Senior Engineer	1	3	3	90.30	\$270.90
M.Gollan	Resident Inspector	3	8	24	76.89	\$1,845.36
P.Haavig	Assistant Inspector	6	1	6	76.29	\$457.74
D.Corcoran	Assistant Inspector	3	2	6	74.62	\$447.72
D.Piwowar	Assistant Inspector	4	10	40	71.36	\$2,854.40
K.Oden	Technician	0	0	0	63.66	\$0.00
SUB-TOTAL . . . .		Time . . . . .		79	Cost . . . . .	\$5,876.12

TOTAL TIME AND COST . . . .		Time . . . . .		1486	Cost . . . . .	\$114,742.32
-----------------------------	--	----------------	--	------	----------------	--------------

Note 1: Total construction contract time is 80 working days.

4-C.18

# EXHIBIT E - PROJECTED WORK SCHEDULE SUMMARY

BLUFF AVENUE IMPROVEMENTS - STAGE 1 - Phase III Construction Engineering Services

Local Agency: Village of La Grange

Consultant: Heuer and Associates

Section: 08-00079-01-FP

Project: M9003(113)

Route: Bluff Avenue, FAU 1004

ESTIMATED TOTAL CONSTRUCTION WORKING DAYS: 80

Engineering Activity	Engineer WrkHours 739	Constr WrkDays 42	Projected Labor Hour Distribution by Week Ending Date																																				
			January 2009					February 2009					March 2009					April 2009					May 2009					June 2009											
			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							
<b>CONSTRUCTION</b>			2	5	5	5	5	5	5	5	5	5		5	5	5	5	2	3	5	5	5	5	4	1	4	4	5	3	4	5	5	5	2					
1. Pre-Construction	95													5										20	20	20	30												
2. Construction Observation	364																							20	40	4	20	20	20	40	40	40	40	50	40	50			
3. Project Documentation	228																											8	40	20	20	20	40	20	20	20	20	20	20
4. Project Coordination	52																											6	8	6	4	6	4	6	6	6	6	6	6
5. Post-Construction	0																																						

Activity	Engineer WrkHours 747	Constr WrkDays 42	Projected Labor Hour Distribution by Week Ending Date																																					
			July 2009					August 2009					September 2009					October 2009					November 2009					December 2009												
			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	15-27	28-30	1-5	6-12	13-19	20-26	27-31								
<b>CONSTRUCTION</b>			0	5	5	5	4	4	4	5	4	5	1	1	3																									
1. Pre-Construction	0																																							
2. Construction Observation	396	760	0	40	50	40	50	50	50	50	40	40	8	8	20																									
3. Project Documentation	220	448	0	20	20	20	20	20	20	20	30	30	10	10	20																									
4. Project Coordination	52	104		4	4	6	4	6	6	6	6	6	6		4																									
5. Post-Construction	79	79																																						

Activity	Engineer WrkHours 0	Constr WrkDays 129	Projected Labor Hour Distribution by Week Ending Date																																					
			January 2010					February 2010					March 2010					April 2010					May 2010					June 2010												
			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								
<b>CONSTRUCTION</b>			1	5	5	5	5	5	5	5	5	5		5	5	5	5	3	2	5	5	5	5	5	5	5	5	5	1	4	5	5	5	5	3					
1. Pre-Construction	0																																							
2. Construction Observation	0																																							
3. Project Documentation	0																																							
4. Project Coordination	0																																							
5. Post-Construction	0																																							

TOTAL CONSTRUCTION (days):	80
TOTAL ENGINEERING (hrs):	1,486

Note 1: The assumed LETTING DATE is January 16, 2009.	<b>Engineering Activity - Time Summary (hours)</b> 1. Pre-Construction 95 2. Construction Observation 760 3. Project Documentation 448 4. Project Coordination 104 5. Post-Construction 79
Note 2: The assumed PRECONSTRUCTION MEETING DATE is March 20, 2009.	
Note 3: The assumed CONSTRUCTION START DATE is May 3, 2009	
Note 4: The total estimated number of CONSTRUCTION WORKING DAYS for the project completion is 80.	
Note 5: The total estimated number of CONSTRUCTION CALENDAR DAYS for the project completion is 133.	
Note 6: The estimated CONSTRUCTION COMPLETION DATE is September 12, 2009.	

4-2-19



**Proposal for Inspection and Material Testing Services**

**Construction Materials Testing & Inspection Services For  
Bluff Avenue Improvements – Stage 1**

**Route: FAU 1004**

**Section: 00-00079-01-FP**

**LaGrange, Cook County, Illinois**

Prepared for

**Mr. Tom Heuer, P.E.**

**Heuer & Associates**

**2315 Enterprise Drive – Suite 102**

**Westchester, Illinois 60154**

Prepared By

**CGMT, Inc**

**CGMT Proposal No. 07P0249-01**

**August 5, 2008**

4-C.20



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

762 Larsen Lane, Bensenville, Illinois 60106  
+ Phone (830) 595-1111 + Fax (830) 595-1110

August 4, 2008

CGMT Proposal No. 07P0249-01

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

RE: Proposal to perform Quality Assurance Inspection  
Proposed Bluff Avenue Improvements – Stage 1  
Route: FAU 1004  
Section: 00-00079-01-FP  
Project: M-8003(022)

Dear Mr. Heuer:

We appreciate your providing us the opportunity to respond to your request for our firm to perform the Geotechnical & Construction Testing Services for the proposed Quality Assurance/Quality Control (QA/QC) project located in LaGrange, Illinois. This proposal was prepared after our conversation on August 4, 2008.

All projects are served by our facilities in Bensenville with a state-of-the-art QC/QA Laboratory. CGMT is a minority owned business and complies with MBE/WBE requirements. We are also a member of the DBE program. CGMT is a State of Illinois licensed Professional Design Firm and Professional Engineering Corporation. We have been inspected and certified by the Illinois Department of Transportation (IDOT) and AASHTO Material Resource Laboratory (AMRL). We are also certified by the National Bureau of Standards, City of Chicago, CTA, Metra, and Pace. As part of the pre-qualification program CGMT continues to earn accreditations to further advance our professional firm.

### PROJECT SCOPE OF SERVICES

Based on information provided in your request for proposal, CGMT will provide all labor, equipment, and materials necessary to perform material testing services at the following project:

- Bluff Avenue Improvements – Stage 1 in Cook County

We understand that the planned development is a proposed reconstruction for Bluff Avenue. The inspection services are to meet the Illinois Department of Transportation (IDOT) standard specifications for inspection and testing.

### COST

We estimate a total cost of \$13,648.00, based on the estimate of time required and sample quantities. Final billing would be based on the actual time and testing requirements, as directed by your office and IDOT.

4-C.21



Our final billing would be based on the attached Schedule of Fees, and would be present a summary of all work authorized and performed at the direction of your office.

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 30 days, upon your receipt of 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.

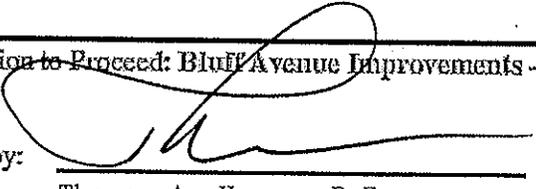
Do not hesitate to contact me if you have further questions or if you require additional information. CGMT looks forward to working with you for this important new project.

Respectfully submitted,  
**CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.**

*Pratik Patel*

Pratik Patel  
Project Engineer

Cc: File/PK  
Attachments: Table I - Estimate of Fees to Provide Material Testing Services  
Terms & Conditions

Authorization to Proceed: Bluff Avenue Improvements - Stage 1	
Accepted by: 	Title: <u>President</u>
Thomas A. Heuer, P.E.	
Agency/Firm: <u>Heuer &amp; Associates</u>	Date: <u>10/07/08</u>

4-C.22



## Table I - Estimate of Fees To Provide Material Testing Services

Bluff Avenue Stage 1 - Heuer & Associates QA

ITEM	UNIT	Estimated # of UNIT	UNIT RATES	Estimated Total Price
<b>Earthwork Operations - Earthwork Inspection, including Compaction for Backfill, Sampling, Undercut Observations, etc.</b>				
Field Inspection	Per Hour	30	\$59.50	\$1,785.00
Nuclear Density Gauge	Per Day	4	\$35.00	\$140.00
Proctor Test on Backfill Materials	Laboratory Testing	2	\$135.00	\$270.00
<b>Asphalt Placement - Asphalt Inspection, including Field HMA placement, Proof-Roll Observations, etc.</b>				
Oversee and Document Asphalt Placement	Per Hour	64	\$59.50	\$3,808.00
Batch Plant Inspection	Per Hour	0	\$61.00	\$0.00
Asphalt - Asphalt Content, Gradation, Density	Per Test	10	\$20.00	\$200.00
Nuclear Density Gauge	Per Day	8	\$35.00	\$280.00
<b>Portland Cement Concrete Placement - Concrete Inspection, including Field Testing, etc.</b>				
Document Concrete Placement (incl. field testing)	Per Hour	72	\$59.50	\$4,284.00
Batch Plant Inspection	Per Hour	0	\$61.00	\$0.00
Concrete Compressive Strength Testing	Per Test	54	\$14.00	\$756.00
Pick up Cylinder Sets/Deliver to Laboratory	Per Set	9	\$65.00	\$585.00
<b>Prepare Final/Interim Report(s)</b>				
Word Processing	Hour	15	\$35.00	\$525.00
Project Engineer	Day	9	\$75.00	\$675.00
Senior Project Engineer (P.E.)	Hour	4	\$85.00	\$340.00

*Total Inspection Services Estimated Price:*

\$13,648.00

**Notes:**

- 1 Our time projections are based on construction quantities, and a reasonable, but efficient construction schedule. Final charges would be predicated on the actual time and testing required, and is primarily controlled by the contractor's schedule.
- 2 Actual time to be expended would be at the direction of the client.
- 3 Mileage charge for personnel vehicles is \$ 0.58 per mile.
- 4 Overtime charges is 1.5x regular rate.
- 5 Minimum hourly charges: Technician time four (4) hours. All personnel time charges are assessed on a portal to portal basis.
- \* Prices are subject to change

4-C-23



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 mobilization.

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 therefrom.

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 or 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 instances.

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 Provisions: 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.

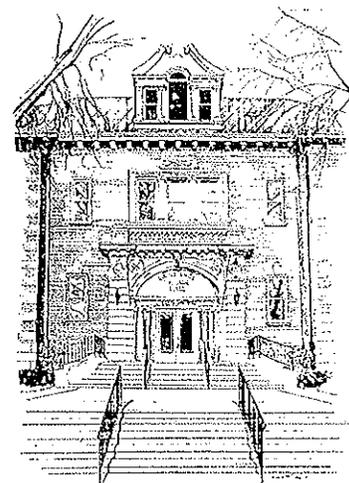
21. Payment for Services: Invoices for the work are to be submitted on the 15th and last day of the month for work done during each respective time frame. An itemized invoice of services performed, based on the appropriate man-hours and unit prices provided in our schedule of fees, would be provided 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-C-24

# Village of La Grange

August 21, 2008

Ms. Diane O'Keefe  
Bureau Chief of Local Roads and Streets  
Illinois Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096



Attn: Mr. Christopher Holt, P.E.  
Bureau Chief of Local Roads & Streets

Re: Consultant Services - Village of La Grange  
Bluff Avenue Improvement Project - STAGE 1; Section No.: 08-00079-01-FP

Dear Ms. O'Keefe:

Please be advised that after due consideration of program requirements, the Village of La Grange has selected the firm of *Heuer & Associates, P.C.* to complete the work required for the improvement of Bluff Avenue. The Village has made this decision for the following reasons:

1. The firm has demonstrated capability through its completion of past projects for the Village, involving a full range of design and construction complexities.
2. The firm is very familiar with the site conditions and is currently engaged in completing other pavement improvements in our community.
3. The firm has a thorough knowledge of the local requirements and interests, and can best represent the Village in meeting the project objectives.
4. The firm is cost competitive with other engineering firms in the area.

Given the preceding the Village of La Grange has selected Heuer & Associates for this project. If you should have any questions, please feel free to call.

Very truly yours,

VILLAGE OF LA GRANGE

A handwritten signature in black ink, appearing to read "Robert J. Pilipiszyn". The signature is written in a cursive, somewhat stylized script.

Mr. Robert J. Pilipiszyn  
Village Manager

41-C-25



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

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Bluff Avenue, FAU 1004, Cossitt Avenue, Burlington Avenue.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of STAGE 1 construction of the roadway and utility improvements along the Bluff Avenue corridor between Cossitt Avenue and Burlington Avenue which includes the replacement of portions of the existing water main and combination sewer, new roadway storm sewer segments, full pavement reconstruction, sidewalk and driveway apron replacement, and restoration of landscaped parkway surfaces.

and shall be constructed of variable width wide and be designated as Section 08-00079-01-FP

2. That there is hereby appropriated the (additional Yes No) sum of three hundred thousand Dollars ( \$300,000.00 ) 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.

Form for Department of Transportation approval with fields for Approved, Date, and Regional Engineer.

Clerk's signature block: I, Robert N. Milne, Clerk in and for the Village of LaGrange, Cook County, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Village President and Board of Trustees at a meeting on October 27, 2008. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27th day of October, 2008. (SEAL) City, Town, or Village Clerk

Handwritten number 4-C.26

VILLAGE OF LA GRANGE  
Administrative Offices

**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  
Andrianna Peterson, Assistant Village Manager

DATE: October 27, 2008

RE: **AWARD OF CONTRACT – SEWER REPAIR PROJECT –  
INTERSECTION OF SPRING AVENUE AND MAPLE AVENUE**

Over the last few months, the Village has been in the process of inspecting the sewer system to assess the condition of the sewers, identify repairs, and make recommendations for future capital improvements. During this routine inspection process, a collapsed sewer was discovered on the 18 inch diameter combined sewer located on Spring Avenue, approximately 27 feet north of the Maple Avenue intersection. From the sewer videotapes, it appears that the majority of the pipe is blocked and is obstructing the flow within the sewer.

The reason for the collapse is unknown, but may be related to the installation of the residential street lighting conduits within the vicinity of the collapsed sewer. In discussions with Public Works staff, as well as indicated in the engineer's report, this sewer collapse is an isolated situation. Prompt repair of the sewer is recommended due to the potential reduction in capacity within the sewer caused by the collapsed pipe.

Based on the above assessment, the Village Engineer, Heuer and Associates, was contracted to develop plans and specifications for the repair of the collapsed sewer. Proposals were solicited and sealed bids were opened on October 17, 2008. Nine firms submitted bids as tabulated below:

SUMMARY OF BID RESULTS		
VENDOR/LOCATION	BID AMOUNT	VARIATION
Cerniglia Co. / Melrose Park, IL	\$21,977	-17.50%
Dawn, Inc. / Frankfort, IL	\$25,740	-3.37%
Suburban General Constr. / La Grange Park, IL	\$26,689	0.19%
Gerardi Sewer & Water / Norridge, IL	\$27,435	7.95%

4-D

VENDOR/LOCATION	BID AMOUNT	VARIATION
Unique Plumbing Co. / Brookfield, IL	\$28,755	2.99%
American Backhoe Service / Frankfort, IL	\$28,302	6.25%
C & H Sewer & Water / Willowbrook, IL	\$31,304	17.52%
Fiordirosa Construction Co. Elgin, IL	\$40,500	52.04%
American Asphalt Co. / Lemont, IL	\$41,521	55.87%
Engineer's Estimate.....	\$26,638	

In the attached analysis from Village Engineer Tom Heuer of Heuer and Associates, Mr. Heuer finds the low bidder, Cerniglia Company of Melrose Park, Illinois to be capable of performing the work as specified and recommends awarding the contract in the amount of \$21,977 to this firm. We therefore concur with the Village Engineer and recommend awarding the contract to Cerniglia Company.

There are adequate reserves in the Sewer Fund to cover the expense. Because this project was not anticipated, a budget amendment may be necessary at the end of the fiscal year.

It is our recommendation that the Village Board award the contract to Cerniglia Company of Melrose Park, Illinois for the repair of a segment of sewer located near the intersection of Spring Avenue and Maple Avenue at a total cost of \$21,977.

4-0.1

October 20, 2008

PH: 708-492-1000  
FAX: 708-492-0700

Mr. Ryan C. Gillingham, P.E.  
Director of Public Works  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

Re: Recommendation for Contract Award  
Sewer Repair Project - DPW9152008  
Spring Avenue and Maple Avenue

Dear Mr. Gillingham:

In accordance with the published Notice to Bidders, the Village of La Grange received sealed bids for the *Sewer Repair Project - DPW9152008* at 10:30 a.m. on Friday, October 17, 2008. Of the ten plan holders, nine firms submitted bids for this project as summarized in the following table. A detailed **Tabulation of Bids** has also been attached to provide a specific comparison of cost for each work item.

TABLE 1: SUMMARY OF BID RESULTS			
BIDDER	ADDRESS	BID AMOUNT	Rank
Cerniglia Co.	3421 W. Lake Street, Melrose Park, IL 60160	\$21,977.00	1
Dawn, Inc.	400 S. La Grange Road, Frankfort, IL 60423	\$25,740.00	2
Suburban General Constr.	1019 E. 31 <sup>st</sup> Street, La Grange Park, IL 60526	\$26,689.00	3
Gerardi Sewer & Water	4520 N. Osage, Norridge, IL 60706	\$27,435.00	4
Unique Plumbing Co.	9408 W. 47 <sup>th</sup> Street, Brookfield, IL 60513	\$28,755.00	5
American Backhoe Service	9404 Corsair Rd., Frankfort, IL 60423	\$28,302.46	6
C & H Sewer & Water	6410 Western Avenue, Willowbrook, IL 60527	\$31,304.15	7
Fiordiroso Construction Co.	956 Bluff City Blvd., Elgin, IL 60120	\$40,500.00	8
American Asphalt Co.	16W050 Jeans Road, Lemont, IL 60439	\$41,520.80	9
Average Bid Price . . . . .		\$30,247.05	
Engineer's Pre-Bid Estimate of Value . . . . .		\$26,638.00	

The nine bid proposals were checked for errors and omissions in the values listed, and evaluated to confirm viability of each bidder. All bids, except one, were found to be properly prepared, mathematically correct, and viable based upon the values stated. The exception was the bid offered by Gerardi Sewer & Water. In this instance, the bid defect involved an

4-D.2

Recommendation for Contract Award  
Sewer Repair Project - DPW9152008  
October 20, 2008  
Page 2 of 2

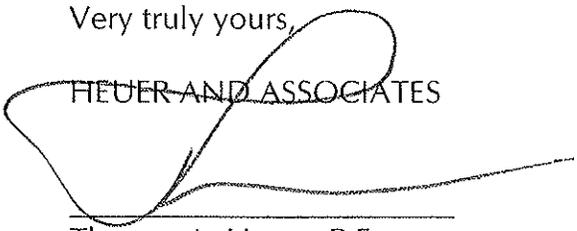
incorrect unit price inserted for item 13, which did not correspond to the extended total value. The lower unit value that is implied by the total value, was assumed by its context to be the intended value, and has therefore been used in the bid analysis. The bids received, presented a reasonable range in value, varying between 17.5% below the engineer's pre-bid estimate to 55.8% above the estimate, suggesting a standard deviation of \$6,223.79, which is about 23.3% of the estimated value, or about 20.5% of the \$30,247.05 average bid value.

The nine bids received, generally reflect the bidder's perspective of work difficulty, the cost for material and operations, and the ability to meet the project objectives. By convention, the award of public construction contracts is made based upon the selection of a *Low, Responsive, and Responsible Bidder*. Cerniglia Company is clearly the low bidder in this instance, having submitted a proposal that stipulates the lowest bid price. They also have demonstrated responsiveness by properly preparing and submitting the bid documents in accordance with the bidding requirements. They are also known to have the capability to bond, insure, manage, staff, and construct the project as specified on the plans within the time frame stipulated, and can be considered to be responsible on this account.

Therefore, given the forgoing, it is our recommendation that this project be awarded to the *Cerniglia Company* in the bid amount of \$21,977.00. In accordance with past practice, we have returned all submitted bid proposal and bond documents for your records, and have provided the attached copies of the *Notice of Award* for execution upon Board approval. We will circulate the *Agreement* and *Bond* forms for signature by the Contractor after the award is made. As is common procedure, the *Notice to Proceed* is to be issued once the endorsed copies of the agreements, bonds, and insurance certificates have been received from the Contractor and endorsed by the Village.

We hope that this recommendation meets with your approval. If you should have any questions, please feel free to call.

Very truly yours,

  
~~HEUER AND ASSOCIATES~~

Thomas A. Heuer, P.E.  
Principal Engineer

cc: - Ms. Andrianna Peterson, Assistant Village Manager

2008.112.003

4-0.3

# TABULATION OF BIDS

SEWER REPAIR PROJECT DPW9152008 - SPRING AVENUE AND MAPLE AVENUE  
Bid Date: October 17, 2008

No.	Contract Item	Quantity	Engineer's Pre-Bid Estimate		Cerniglia Company		DAWN Companies, Inc.		Suburban General Constr.		Unique Plumbing Co.		Gerardi Sewer & Water Co.	
			Unit Price	Cost	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pavement Removal	60 SY	10.00	\$600.00	13.00	\$780.00	5.10	\$306.00	1.00	\$60.00	15.00	\$900.00	6.00	\$360.00
2	Concrete Curb and Gutter Removal	39 LF	12.00	\$468.00	10.00	\$390.00	7.65	\$298.35	1.00	\$39.00	10.00	\$390.00	5.00	\$195.00
3	Sidewalk Removal	25 SF	5.00	\$125.00	4.00	\$100.00	12.70	\$317.50	1.00	\$25.00	3.00	\$75.00	1.00	\$25.00
4	Structure to be Removed	2 EA	400.00	\$800.00	500.00	\$1,000.00	522.20	\$1,044.40	900.00	\$1,800.00	300.00	\$600.00	250.00	\$500.00
5	Trench Backfill Aggregate, CA-6	150 TN	35.00	\$5,250.00	16.00	\$2,400.00	20.25	\$3,037.50	7.00	\$1,050.00	10.00	\$1,500.00	18.00	\$2,700.00
6	Sewer, PVC, 18"	16 LF	90.00	\$1,440.00	90.00	\$1,440.00	245.45	\$3,927.20	50.00	\$800.00	250.00	\$4,000.00	180.00	\$2,880.00
7	Sewer, PVC, 8"	70 LF	45.00	\$3,150.00	50.00	\$3,500.00	63.50	\$4,445.00	30.00	\$2,100.00	40.00	\$2,800.00	56.00	\$3,920.00
8	Sewer, PVC, Wye, 18" x 8"	1 EA	750.00	\$750.00	1,500.00	\$1,500.00	1,169.00	\$1,169.00	5,500.00	\$5,500.00	750.00	\$750.00	1,500.00	\$1,500.00
9	Inlet, Type A, 24"	1 EA	750.00	\$750.00	1,250.00	\$1,250.00	982.00	\$982.00	1,500.00	\$1,500.00	2,200.00	\$2,200.00	1,250.00	\$1,250.00
10	Catch Basin, Type A, 48", w/Vapor Trap	1 EA	2,750.00	\$2,750.00	2,600.00	\$2,600.00	1,823.90	\$1,823.90	3,950.00	\$3,950.00	3,600.00	\$3,600.00	2,500.00	\$2,500.00
11	PCC Curb and Gutter, Type B-6.12	39 LF	45.00	\$1,755.00	28.00	\$1,092.00	15.25	\$594.75	10.00	\$390.00	35.00	\$1,365.00	70.00	\$2,730.00
12	PCC Sidewalk, 5"	25 SF	20.00	\$500.00	13.00	\$325.00	12.70	\$317.50	3.00	\$75.00	15.00	\$375.00	15.00	\$375.00
13	Pavement Patching, Special	60 SY	125.00	\$7,500.00	60.00	\$3,600.00	76.05	\$4,563.00	65.00	\$3,900.00	125.00	\$7,500.00	100.00	\$6,000.00
14	Traffic Control and Protection	1 LS	800.00	\$800.00	2,000.00	\$2,000.00	2,913.90	\$2,913.90	5,500.00	\$5,500.00	2,700.00	\$2,700.00	2,500.00	\$2,500.00
BID TOTALS:				\$26,638.00		\$21,977.00		\$25,740.00		\$26,689.00		\$28,755.00		\$27,435.00
Pre-bid Estimate, percent deviation				\$26,638.00		-17.50%		-3.37%		0.19%		7.95%		2.99%
Mean Bid Value, percent deviation				\$30,247.05		-27.34%		-14.90%		-11.76%		-4.93%		-9.30%
Mean Bid Value, cost deviation				\$30,247.05		-\$8,270.05		-\$4,507.05		-\$3,558.05		-\$1,492.05		-\$2,812.05
Standard Deviation of Bid Values				\$6,223.79										
Range of Bid Values				\$19,543.80										

No.	Contract Item	Quantity	Engineer's Pre-Bid Estimate		American Backhoe Service		C&H Sewer & Water		Fiordirosa Construction Co.		American Asphalt Co., Inc.	
			Unit Price	Cost	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pavement Removal	60 SY	10.00	\$600.00	32.71	\$1,962.60	15.00	\$900.00	1.25	\$75.00	9.00	\$540.00
2	Concrete Curb and Gutter Removal	39 LF	12.00	\$468.00	12.34	\$481.26	7.69	\$299.91	1.25	\$48.75	12.00	\$468.00
3	Sidewalk Removal	25 SF	5.00	\$125.00	19.25	\$481.25	12.00	\$300.00	0.01	\$0.25	10.00	\$250.00
4	Structure to be Removed	2 EA	400.00	\$800.00	550.93	\$1,101.86	750.00	\$1,500.00	342.00	\$684.00	2,000.00	\$4,000.00
5	Trench Backfill Aggregate, CA-6	150 TN	35.00	\$5,250.00	17.72	\$2,658.00	28.60	\$4,290.00	31.10	\$4,665.00	30.00	\$4,500.00
6	Sewer, PVC, 18"	16 LF	90.00	\$1,440.00	205.28	\$3,284.48	191.06	\$3,056.96	480.50	\$7,688.00	332.00	\$5,312.00
7	Sewer, PVC, 8"	70 LF	45.00	\$3,150.00	56.48	\$3,953.60	43.24	\$3,026.80	81.80	\$5,726.00	108.00	\$7,560.00
8	Sewer, PVC, Wye, 18" x 8"	1 EA	750.00	\$750.00	2,350.00	\$2,350.00	3,469.00	\$3,469.00	1,195.00	\$1,195.00	2,000.00	\$2,000.00
9	Inlet, Type A, 24"	1 EA	750.00	\$750.00	963.35	\$963.35	2,876.00	\$2,876.00	1,213.00	\$1,213.00	3,000.00	\$3,000.00
10	Catch Basin, Type A, 48", w/Vapor Trap	1 EA	2,750.00	\$2,750.00	2,287.75	\$2,287.75	3,736.00	\$3,736.00	3,514.00	\$3,514.00	4,250.00	\$4,250.00
11	PCC Curb and Gutter, Type B-6.12	39 LF	45.00	\$1,755.00	60.94	\$2,376.66	30.12	\$1,174.68	127.70	\$4,980.30	55.00	\$2,145.00
12	PCC Sidewalk, 5"	25 SF	20.00	\$500.00	21.69	\$542.25	8.00	\$200.00	31.30	\$782.50	25.00	\$625.00
13	Pavement Patching, Special	60 SY	125.00	\$7,500.00	92.29	\$5,537.40	69.58	\$4,174.80	144.50	\$8,670.00	81.18	\$4,870.80
14	Traffic Control and Protection	1 LS	800.00	\$800.00	322.00	\$322.00	2,300.00	\$2,300.00	1,258.20	\$1,258.20	2,000.00	\$2,000.00
BID TOTALS:				\$26,638.00		\$28,302.46		\$31,304.15		\$40,500.00		\$41,520.80
Pre-bid Estimate, percent deviation				\$26,638.00		6.25%		17.52%		52.04%		55.87%
Mean Bid Value, percent deviation				\$30,247.05		-6.43%		3.49%		33.90%		37.27%
Mean Bid Value, cost deviation				\$30,247.05		-\$1,944.59		\$1,057.10		\$10,252.95		\$11,273.75
Standard Deviation of Bid Values				\$6,223.79								
Range of Bid Values				\$19,543.80								

Note 1: A Gerardi Sewer & Water bid defect displays an incorrect (\$1000) unit price for Item 13. The effective unit price (\$100) was maintained to match the specified total.

5-0.4

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  
Mike Bojovic, Assistant Director of Public Works / Director of Operations

DATE: October 27, 2008

RE: **AWARD OF CONTRACT – IDOT “EXTRAORDINARY REPAIRS”**

---

In the Spring, the Illinois Department of Transportation (IDOT) announced that state funding was available for “extraordinary maintenance repairs” on deteriorated state roadways in response to the harsh weather conditions which Illinois experienced last winter. As a result, the Village applied for and received \$100,000 in funding to perform various street repairs.

As an aside, IDOT hired a paving contractor during the summer to repair a number of defective asphalt segments on La Grange Road and Ogden Avenue. This repair work corrected a majority of pavement surface defects within those two corridors.

To date, we have used our \$100,000 allotment as follows:

- |                                                                                                                                                                                                                                                              |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| - Resurface westbound lane of Burlington Avenue between Ogden Avenue and La Grange Road (this segment of Burlington Avenue is an unmarked state route and the work was recently performed as a part of the Burlington Avenue water main replacement project) | \$26,206 |
| - Curb and gutter repairs on northbound La Grange Road, north of Ogden Avenue (in conjunction with IDOT work described above)                                                                                                                                | \$1,821  |
| - Curb and gutter repairs on eastbound 47 <sup>th</sup> Street at La Grange Road (in preparation for street resurfacing which is the scope of this award of contract)                                                                                        | \$9,364  |
| - Curb and gutter repairs near / at Ogden Avenue underpass (in conjunction with IDOT work described above)                                                                                                                                                   | \$255    |
- 

4-E

- Year-to-date IDOT “extraordinary repairs” expenditures \$37,646

The curb and gutter repairs described above were necessary because their deteriorated condition contributed to the failing pavement surface. The same consequence applies to sunken drainage structures and catch basins, which will be discussed momentarily.

Each of these and the remaining maintenance activities described in this report were part of our application to IDOT, which was approved for state funding.

The next area of improvement which we have identified for resurfacing under this program are the two eastbound lanes of 47<sup>th</sup> Street between Madison Avenue and La Grange Road.

We solicited competitive proposals from several vendors whom we believe are capable of performing the work to our specifications. The following table reflects the quotes requested:

VENDOR / LOCATION	QUOTE
Central Blacktop, La Grange	\$17,009
Rose Paving, Bridgeview	\$17,905
Geneva Construction, Aurora	No Quote
Hunter Paving, Bolingbrook	No Quote
JA Johnson Paving, Arlington Hts	No Quote
Professional Paving, Glen Ellyn	No Quote

The low quote was submitted by Central Blacktop in the amount of \$17,009. We are very familiar with Central Blacktop as they have provided similar roadway related services to the Village in the past to our satisfaction.

As a part of the project, the traffic signal loop at the southwest corner of the intersection of La Grange Road and 47<sup>th</sup> Street will be replaced by Lyons & Pinner which had the low quote in the amount of \$5,495. Finally, the area will be re-stripped with thermoplastic pavement markings by Superior Road Striping in the amount of \$879. The total cost of this project scope to be expended against the IDOT allotment is \$23,383.

We recommend that the Village Board waive the formal bidding process and authorize staff to enter into a contract with Central Blacktop for the removal and replacement of approximately 517 square yards of asphalt on 47<sup>th</sup> Street between La Grange Road and Madison Avenue at a not to exceed price of \$17,009.

At this point, our remaining balance of IDOT funds for “extraordinary repair” work is \$38,971. Repair work scheduled to be performed under this balance includes the following:

- Resurface eastbound center lane of Ogden Avenue between Stone Avenue and Waiola Avenue

4-E.1

- Replace several catch basins on 47<sup>th</sup> Street, east of La Grange Road
- Replace various sunken structures on Ogden Avenue
- Other pavement surfaces which may be identified

The Village Board can anticipate at least one or more of these projects for award of contract in the near future.

4-E.2

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

October 27, 2008

Consolidated Voucher 081027

<u>Fund No.</u>	<u>Fund Name</u>	<u>10/27/08 Voucher</u>	<u>10/17/08 Payroll</u>	<u>Total</u>
01	General	140,143.70	390,825.37	530,969.07
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	4,958.93		4,958.93
23	TIF			0.00
24	ETSB	409.22		409.22
40	Capital Projects	814.80		814.80
50	Water	10,982.35	32,401.75	43,384.10
51	Parking	2,059.36	25,353.88	27,413.24
60	Equipment Replacement	3,565.00		3,565.00
70	Police Pension			0.00
75	Firefighters' Pension	4,856.76		4,856.76
80	Sewer	1,208.19	7,021.55	8,229.74
90	Debt Service	0.00		0.00
91	SSA 4A Debt Service	0.00		0.00
93	SAA 269	0.00		0.00
94	SAA 270	0.00		0.00
		<u>168,998.31</u>	<u>455,602.55</u>	<u>624,600.86</u>

We the undersigned Manager and Clerk of the Village of La Grange hereby certify that, to the best of our knowledge and belief, the foregoing items are true and proper charges against the Village and hereby approve their payment.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

4-F

MINUTES

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

Monday, October 13, 2008 - 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 7:35 p.m. by President Asperger. On roll call, as read by Village Clerk Robert Milne, the following were present:

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

ABSENT: Trustee Wolf

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Mark Burkland  
Community Development Director Patrick Benjamin  
Finance Director Lou Cipparrone  
Assistant Public Works Director Mike Bojovic  
Fire Chief David Fleege  
Police Chief Mike Holub  
Doings Reporter Jane Michaels  
Suburban Life Reporter Joe Sinopoli

2. PRESIDENT'S REPORT

A. Appointment – Plan Commission

President Asperger stated that a vacancy was created on the Plan Commission with the recent resignation of Roger Tyrrell. President Asperger submitted the appointment of Greg Paice to fill the unexpired term and serve on the Plan Commission for a term to expire in 2010. Trustee Langan moved to approve the appointment, seconded by Trustee Livingston. Approved by unanimous voice vote.

President Asperger thanked everyone involved in the successful open house at the Fire Department. Residents should have received a copy of the Village Spokesman announcing the upcoming public information fair being held at the Community Center,

4-6

on Tuesday, October 21, which will provide residents with information on programs to help reduce energy / heating costs and home maintenance services.

The TIF Joint Review Board will meet on October 23, 2008. President Asperger noted that the last TIF tax levy will be filed this December and that the Village will hire a consultant to assist the Village with ending the TIF next year, including planning assistance to effected local taxing bodies.

The La Grange Business Association will hold their annual Halloween Walk on Saturday, October 25. Lastly, President Asperger noted that the Village Board will host its second in a series of Town Meetings on Monday, October 27, 2008 at Ogden Avenue School. Residents were encouraged to attend and express comments on topics of interest to the Village.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Tim Trumpeter, 318 S. Ashland noted his concerns relating to the zoning text amendment to create a variation for maximum allowable height of detached garages. Mr. Trumpeter expressed his disappointment in certain restrictions and conditions noted on the ordinance.

Laura Thomas, 311 S. 6<sup>th</sup> Avenue as the petitioner for the variation request also expressed concerns with restrictions the Plan Commission included within the ordinance.

Harlan Hirt, 421 S. Spring disagrees with wording on the draft minutes of the September 22, 2008 Village Board meeting.

4. OMNIBUS AGENDA AND VOTE

- A. (Moved to Current Business for further discussion.)
- B. Not-For-Profit Solicitation Permit – You Can Make It, Inc.
- C. Consolidated Voucher 081013 (\$699,276.46)
- D. Minutes of the Village of La Grange Board of Trustees Regular Town Meeting, Monday, September 22, 2008

It was moved by Trustee Langan to approve items A, B, C, and D of the Omnibus Agenda. Trustee Horvath requested item 4-A be removed from the Omnibus Agenda and placed under Current Business for further discussion.

It was moved by Trustee Langan to amend the motion to approve items B, C, and D of the Omnibus, seconded by Trustee Horvath. Approved by roll call vote.

4-6-1

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

5. CURRENT BUSINESS

4-A. Ordinance (#O-08-26) – Amendment to Village Code / Immobilization for  
Outstand Traffic or Parking Violations

Trustee Horvath inquired about the five day notification time period and suggested a ten day notification would be more appropriate. Trustee Horvath also inquired about wording in the ordinance regarding removal from the violation list after payments are made.

Village Attorney Burkland noted that five days is a reasonable amount of time to respond to a notification that an owner's vehicle is about to be placed on an immobilization list. Chief Holub explained there are three notices provided to vehicle owners prior to immobilization. Attorney Burkland noted several opportunities in the ordinance for appeals and removal from the violation list upon payment of fines. Attorney Burkland added that the Village modeled its ordinance after widely-used, court-accepted procedures.

Having received clarification, Trustee Horvath moved to approve the ordinance amending the Village Code regarding vehicle immobilization for outstanding traffic or parking violations, seconded by Trustee Lagan. Approved by roll call vote.

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

A. Presentation – FY 2007-08 Comprehensive Annual Financial Reports: Referred  
to Trustee Kuchler

Trustee Kuchler stated that the Comprehensive Annual Financial Report (CAFR) of the Village of La Grange for Fiscal Year May 1, 2007 to April 30, 2008 as prepared by the Finance Department has been reviewed by the auditors Sikich L.L.P. Copies of the audit report were previously sent to the Board under separate cover and are available for public inspection at the La Grange Public Library, in the Village Clerk's office, in the Finance Department as well as posted on the Village's website. Trustee Kuchler described a single operational efficiency regarding the Village's ratio of water billed as compared to water pumped. This item was addressed by scheduling leak studies which detected

4-6.2

several large breaks which were repaired. Trustee Kuchler requested Mr. Dan Berg, a partner with Sikich L.L.P. to give a brief overview of the audit report.

Mr. Berg stated that Sikich L.L.P. has rendered an unqualified or "clean" opinion stating that Village financial statements for the year ended April 30, 2008 are prepared and presented in conformity with generally accepted accounting principles. Mr. Berg specifically noted attention to the management discussion analysis provided by Sikich L.L.P. Mr. Berg expressed his availability to answer any questions about the process or the audit.

President Asperger indicated that no Village Board action is necessary and accepted the report. Staff was given a direction to submit the Comprehensive Annual Financial Report to the Government Finance Officers' Association for consideration of the Certificate of Achievement for Excellence in Financial Reporting. President Asperger noted the Village has received this prestigious award for eleven consecutive years and expressed her gratitude to Finance Director Lou Cipparrone and Assistant Finance Director Joe Munizza for their excellent financial management.

B. Ordinance – Zoning Text Amendment / Creating Variation Authority For Maximum Allowable Height of Detached Garages: Referred to Trustee Horvath

Trustee Horvath explained that the present Zoning Code does not allow variations from height limitations for garages. Noting that the Plan Commission conducted a public hearing on the application to amend the Zoning Code on August 12 and September 9, 2008, Trustee Horvath described the language; conditions; and limitations whereby the Plan Commission unanimously recommended approval of the zoning text amendment.

Village Attorney Burkland clarified various portions of the language; conditions; and limitations.

Trustee Horvath moved to approve the ordinance for a zoning text amendment creating variation authority for maximum allowable height of detached garages, seconded by Trustee Palermo.

Trustee Horvath expressed concerns with some of the limitations in the ordinance, specifically noting items (vii) prohibition of a toilet on the second level of the garage; (viii) prohibition of floor-to-ceiling partition walls on the second level of the garage; and (x) requiring the property owner to execute a declaration of covenants and allowing the Village to conduct annual inspections. President Asperger invited Community Development Director Patrick Benjamin to briefly comment on the Plan Commission deliberations and he responded.

Village Attorney Burkland noted the difficulty in obtaining an administrative warrant to gain entry to residential areas and explained that the proposed wording regarding the Village's right to inspect is intended to stop the temptation for making a second dwelling unit on the lot. Trustee Horvath thought that this provision was redundant because the Zoning Code currently states such a prohibition.

Trustee Langan noted that the Plan Commission recommended the wording as a mechanism for the Village to enforce the code.

Trustee Horvath felt that some of the restrictions do not reflect current work and life styles and thus does not incent detached garages, which the Village has found to be desirable.

Trustee Livingston complimented the Plan Commission for their work, but agreed that the annual inspection is too restrictive and commented on the possibility of re-examining wording in the ordinance.

Discussion ensued and after much deliberation, President Asperger stated that the Board could take a vote on the ordinance as it stands or remand it back to the Plan Commission for further review.

Trustee Horvath withdrew his previous motion to approve the ordinance for a Zoning Text Amendment, seconded by Trustee Palermo. Approved by unanimous voice vote.

Trustee Horvath moved to remand the ordinance for a Zoning Text Amendment back to the Plan Commission for reconsideration of items vii; viii; and x, seconded by Trustee Palermo. Approved by unanimous voice vote.

Trustee Kuchler inquired if the Village Code could be amended for all garages and Attorney Burkland noted that would be a separate process requiring building code changes.

C. La Grange Theater – Continued Discussion

President Asperger reviewed the previous proposal suggested by Trustee Kuchler to purchase an easement encompassing the façade of the theater building. Should the theater cease operating as a theater the owners of the theater would then return the Village's investment. President Asperger added that any transfer or subsequent new owners would be obligated to comply with the agreement. The theater owners are acceptable to this arrangement and have indicated so.

President Asperger explained that the Village Board did not reach a consensus on funding amounts and mechanisms. A discussion was necessary tonight to give some indication to both staff and the owners, because the next Village Board

4-6.4

meeting will be a Town Meeting at Ogden School with a shortened agenda to allow for more public comments on neighborhood issues.

Although no formal vote would occur this evening, President Asperger explained that staff and the Village Attorney need a direction to draft an agreement and negotiate final terms. In the absence of Trustee Wolf, President Asperger recited an electronic message received from Trustee Wolf indicating that she wanted to be part of the spirit of moving forward, but was not in favor of utilizing TIF funds for this project.

President Asperger confirmed the consensus of the Board for the structure of the project and opened the floor to the Trustees for discussion.

Trustee Horvath expressed two concerns – need for a uniform policy to consider similar requests for support from individual businesses and security that the Village’s investment will be returned.

Trustee Kuchler noted his belief that the uniqueness of the theater warrants Village participation, and similar requests by other businesses can be considered on a case-by-case basis.

Trustee Livingston noted that the theater is a unique economic asset and believes the Board is moving in the right direction. Trustee Livingston stated that annual reporting to the Village should be included in the agreement.

Trustee Langan inquired about TIF funding and Finance Director Cipparrone responded. Trustee Langan noted that economic development does not require a payback.

Trustee Palermo questioned: pro forma information submitted by the theater owners; security of the Village’s investment; and the use of TIF Funds, but would agree to use the Village’s share of the TIF surplus distribution estimated at \$600,000.

Trustee Horvath does not feel the Village has adequate information relating to construction estimates and costs.

President Asperger noted the difference in opinions on the Board with three Trustees in favor and three Trustees opposed to utilizing TIF funds for the proposed renovation of the La Grange Theater.

After further discussion Trustee Langan moved to direct Village staff to negotiate and draft an agreement to enter into a public private partnership for the renovation of the La Grange Theater through the purchase of a façade easement utilizing one million dollars of TIF funds, with an operating commitment as previously discussed, seconded by Trustee Kuchler. Motion approved by a four to two vote.

4-6-5

Ayes: Trustees Kuchler, Langan, Livingston, and President Asperger  
Nays: Trustee Horvath, Trustee Palermo  
Absent: Trustee Wolf

6. MANAGER'S REPORT

Village Manager Robert Pilipiszyn advised residents to avoid Burlington Avenue between La Grange Road and Ogden Avenue as it will be closed to through traffic in order to resurface the roadway. Commuters and business customers were advised to use alternative parking sites in the business district.

7. PUBLIC COMMENTS NOT ON AGENDA

Harlan Hirt, 421 S. Spring Avenue stated his comments to the Village Board regarding Gordon Park. Mr. Hirt noted his strong opposition to the Village supplementing the proposed development by trading a portion of the parking lot.

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Compliments were extended to Finance Director Cipparrone and Assistant Finance Director Munizza for their financial management and posting of the audit on the Village website.

Trustee Horvath commented the need for additional traffic enforcement on interior streets.

10. ADJOURNMENT

At 10:20 p.m. it was moved by Trustee Langan to adjourn, seconded by Trustee Livingston. Approved by unanimous voice vote.

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

ATTEST:

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

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

4-6.6

**CURRENT BUSINESS**

VILLAGE OF LA GRANGE  
Community Development Department

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Patrick D. Benjamin, Community Development Department

DATE: October 27, 2008

RE: **LA GRANGE BUSINESS ASSOCIATION/ 2008 HOLIDAY WALK -  
REQUEST FOR VILLAGE SPONSORSHIP**

---

Attached for your consideration is a request from the La Grange Business Association seeking authorization and financial support for the 17<sup>th</sup> annual Holiday Walk to be held on Saturday, December 6, 2008 from 5:00 p.m. to 9:00 p.m. This year the theme is "Walking in a Window Wonderland."

The La Grange Business Association is again requesting that the Village co-sponsor the annual Holiday Walk. At this time the La Grange Business Association is requesting that the Village contribute an amount not to exceed \$12,000. This amount has been provided for in our Fiscal Year 2008/2009 Budget. The Village's position of sponsorship is committed to marketing the event, which includes newspaper advertisements, posters, and most importantly the production and mailing of the brochure indicating participants and activities for the evening.

As in the past, activities will start with an All-Village Sing, followed by Santa's arrival by fire truck and the traditional lighting of the "Village Tree." Santa will be seated in the Village Hall auditorium together with Mrs. Claus and will be assisted by several elves. Face painting, enhanced decorations, and the addition of musical entertainment are part of the plans for families waiting in line to visit with Santa and Mrs. Claus.

Other enhancements to the Holiday Walk include more strolling musicians, more costumed characters and an ice sculpting demonstration. The smores station in the fountain area which was new last year was so successful that it will be repeated.

The addition of live entertainment on the front stairs of the Village Hall last year was immensely popular and will also be continued. The La Grange Business Association has requested to set up a stage and tent canopy to draw further attention to this feature and to protect the musicians and their equipment in the event of inclement weather.

5-A

The annual Holiday Walk has always been a positive reflection of the Village of La Grange and brings shoppers into the community which is the ultimate goal of both the La Grange Business Association and the Village of La Grange.

It is recommended that the Village again support the Holiday Walk's cost of advertising and marketing for 2008 in an amount not to exceed \$12,000, with the following conditions as outlined in our sponsorship policy:

- The La Grange Business Association will provide a complete financial statement for the organization for fiscal year 2008;
- The La Grange Business Association will provide a budget for this event including line item detail;
- The La Grange Business Association will acquire cash sponsorship to match the Village contribution;
- The La Grange Business Association will provide a complete final accounting for this event;
- The Village of La Grange is to be prominently listed on all advertising, including, but not limited to, posters, web sites and newspaper advertising. All advertising is to be approved by Village staff prior to public presentation
- All events are to be coordinated to the satisfaction of the Village.

Representatives from the La Grange Business Association will be in attendance at your meeting to answer any questions you may have.

5-A.1



106 Calendar Avenue La Grange, Illinois 60525  
Info@LGBA.com

October 6, 2008

Via EMAIL

Mr. Patrick Benjamin  
Village of La Grange  
53 S. La Grange Rd.  
La Grange, IL 60525

Dear Pat:

Plans are underway for the 17<sup>th</sup> annual Christmas Walk "Walking in a Window Wonderland". The Walk will be held Saturday, December 6th, from 5-9 pm throughout Downtown La Grange.

The Village of La Grange and the La Grange Business Association have successfully partnered to provide our residents a magical evening filled with community spirit. Once again activities will start at 5:00pm on the Village Hall lawn with an All-Village Sing, followed by Santa's arrival by fire truck and lighting of the "Village Tree". We would like to continue the tradition of lighting the large evergreen-style tree on the south end of the Village Hall lawn.

We have been pleased with the arrangement of having Santa situated in the Village Hall Board Room and would like to continue with this idea again this year. Mrs. Clause and several Elves will also be in attendance. We would also like to provide musical entertainment while waiting in line to see Santa. Face painting and improved decorations are also part of the plans for Village Hall. As well as a variety of Globes decorated by local schools.

The walk is also being improved in other ways. Plans are underway to have more strolling musicians, more costumed characters and ice sculptures situated throughout the Central Business District. We will also be having a Live Ice Sculpture Demonstration for the guests. We will also be providing our guests the opportunity to visit with Santa's reindeer in the Bier Garten at Palmer Place. There will be two trolley cars in the downtown area that evening.

Since last years smores/bonfire station around the fountain area was so successful, we are bringing it back and would like to enhance the activities at Village Hall. We would like to set up a Main Stage under a tent and bring back the fantastic Music of KSAX the

5-A.2

saxophonist. We would also like to tent the stairs to village hall to create an event like atmosphere (as well as protect against any possible in climate weather).

We again request that the Fire Department deliver Santa to Village Hall at 5:30pm. Estimates from past years have indicated that approximately 4,000 people are in town the night of the Walk, so we also request any additional police manpower that you deem necessary.

The La Grange Business Association has worked diligently each year to continue to improve the quality of our Christmas Walk. Committee members volunteer countless hours coordinating the details which insure the success of this event. We truly appreciate the help of the Village with sponsorship and the help from Village Departments to help decorate our town.

The La Grange Business Association would like to formally request the marketing funds of \$12,000 which have been budgeted by the Village. We believe our partnership makes The La Grange Christmas Walk an event that is enjoyed by our community and envied by our neighbors.

The Village of La Grange will be included in all newspaper, website, direct mail and other corresponding marketing materials as a "Co-Sponsor" of this important community event along with the LGBA. The La Grange Business Association will provide the necessary expense and receipt reports so that the Village can make their reimbursement.

Again, the LGBA would like to thank the Village of La Grange for their participation and support of this wonderful event.

Please call me at (708) 302-3092 or email me at [urbansole@sbcglobal.net](mailto:urbansole@sbcglobal.net) with any questions or concerns that you may have.

Sincerely,

Honor Lorenzini  
Chairman – Christmas Walk 2008  
La Grange Business Association

Michael LaPidus  
President  
La Grange Business Association

P.S. Please forward this letter or share its contents with the appropriate Village staff so that they will be informed of the plans for this year.

5-A.3