

# Village of La Grange



**PUBLIC HEARING  
AND  
VILLAGE BOARD MEETING**

**MONDAY, APRIL 8, 2013**

**7:30 p.m.**

**BOOK 1 of 2**

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Thomas Morsch  
Village Clerk

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

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

AGENDA

Monday, April 8, 2013 – 7:30 p.m.

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

*Trustee Holder*  
*Trustee Horvath*  
*Trustee Kuchler*  
*Trustee Langan*  
*Trustee Nowak*  
*Trustee Palermo*  
*President Asperger*

2. PUBLIC HEARING – FY 2013-14 Operating and Capital Improvements Budget:  
*Referred to President Asperger*

3. PRESIDENT'S REPORT

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

A. Appointment – Board of Fire and Police Commissioners

B. Proclamation – Arbor Day in La Grange, Thursday, April 25, 2013

4. PUBLIC COMMENTS REGARDING AGENDA ITEMS

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

5. OMNIBUS AGENDA AND VOTE

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

- A. Budget Amendments – Fiscal Year Ending April 30, 2013
- B. Professional Services Agreement – Employee Benefit Consulting Services
- C. Professional Services Agreement – Firefighter / Paramedic Testing Service for the La Grange Fire Department
- D. Open Meetings Act – Review of Closed Session Minutes
- E. Consolidated Voucher 130325
- F. Consolidated Voucher 130408
- G. Minutes of the Village of La Grange Board of Trustees Special Meeting, Saturday, March 9, 2013 – Budget Workshop
- H. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, March 11, 2013

6. CURRENT BUSINESS

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

- A. Resolution – Ratification of Collective Bargaining Agreement Between the Village of La Grange and the Illinois Fraternal Order of Police Labor Council (Police Officers): *Referred to Trustee Kuchler*
- B. Award of Contract – Village Hall Roof Replacement Project: *Referred to Trustee Horvath*
- C. Award of Contracts – (1) Construction of Maple Avenue Relief Sewer From Bluff Avenue to 7<sup>th</sup> Avenue; (2) Construction Engineering Services Agreement  
  
*Resolution – MFT Expenditure: Referred to Trustee Horvath*
- D. Proposed Increase In Parking Fines and Parking Decals: *Referred to Trustee Langan*
- E. Ordinance – Proposed Increase in the Village’s Water Rate: *Referred to Trustee Langan*

- F. Ordinance – Proposed Increase in the Village’s Sewer Rate:  
*Referred to Trustee Langan*
- G. Resolution – Approving the FY 2013-14 Operating and Capital  
Improvements Budget: *Referred to Trustee Langan*
- 7. MANAGER’S REPORT  
*This is an opportunity for the Village Manager to report on behalf of the Village  
Staff about matters of interest to the Village.*
- 8. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA  
*This is an opportunity for members of the audience to speak about Village  
related matters that are not listed on this Agenda.*
- 9. EXECUTIVE SESSION  
*The Board of Trustees may decide, by a roll call vote, to convene in executive  
session if there are matters to discuss confidentially, in accordance with the  
Open Meetings Act.*
- 10. TRUSTEE COMMENTS  
*The Board of Trustees may wish to comment on any matters.*
- 11. ADJOURNMENT

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The Village of La Grange is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (708) 579-2315 promptly to allow the Village to make reasonable accommodations for those persons.

**PUBLIC HEARING**

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

**BOARD REPORT**

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

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

DATE: April 4, 2013

RE: **PUBLIC HEARING — FY 2013-14 OPERATING AND CAPITAL  
IMPROVEMENTS BUDGET**

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In accordance with State statute, the Village Board is scheduled to convene a Public Hearing on Monday, April 8, 2013 at 7:30 p.m. in the La Grange Village Hall Auditorium for purposes of receiving public comment regarding the proposed FY 2013-14 Operating and Capital Improvements Budget.

A notice of the Public Hearing has been posted and published. In addition, copies of the proposed budget document have been made available for public inspection at the Village Hall, the La Grange Public Library and on the Village's website since March 1<sup>st</sup>.

The public hearing represents the conclusion of an eight-month long budget development process. This process began in September 2012 with the first of three pre-budget development workshops, consideration of the preliminary tax levy in November, adoption of the final 2012 tax levy in December, and then continuing with workshops to discuss capital projects and operating budgets. Over ten (10) hours of public working session time has been dedicated towards producing this important document.

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

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

VILLAGE OF LA GRANGE

NOTICE OF PUBLIC HEARING

A public hearing will be held on the proposed Village of La Grange budget for the 2013-14 fiscal year ending April 30, 2014. The public hearing will be held on Monday, April 8, 2013, at 7:30 p.m. in the La Grange Village Hall, 53 S. La Grange Road, second floor auditorium.

All interested citizens attending the public hearing may provide written and oral comments and may ask questions regarding the entire budget for fiscal year 2013-14.

A copy of the entire budget for the Village of La Grange for the year ending April 30, 2014 is available for public inspection in the office of the Village Clerk, 53 S. La Grange Road, La Grange, Illinois, the La Grange Public Library and at the Village's website [www.villageoflagrange.com](http://www.villageoflagrange.com).

Thomas Morsch  
Village Clerk  
Village of La Grange

2.1

**REGULAR  
VILLAGE BOARD MEETING  
PRESIDENT'S REPORT**

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village Clerk and Board of Trustees  
FROM: Elizabeth M. Asperger, Village President  
DATE: April 8, 2013  
RE **APPOINTMENT – BOARD OF FIRE AND POLICE COMMISSIONERS**

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A vacancy was recently created on the Board of Fire and Police Commissioners when Wayne Vantluka, a member of the Board of Fire and Police Commissioners since 2006, relocated out of state and has resigned his position on the Board.

To fill the vacancy on the Board of Fire and Police Commissioners, I hereby submit the appointment of Paul Kerpan for your approval. Mr. Kerpan resides at 7 N. Spring Avenue, and has indicated his willingness to serve as a member of the Board of Fire and Police Commissioners for a term to expire in the year 2015.

A copy of Paul's resume will be submitted to you under separate cover.

I recommend that this appointment be approved.

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3-A

VILLAGE OF LA GRANGE  
Public Works Department

**BOARD REPORT**

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

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

DATE: April 8, 2013

RE: **PROCLAMATION - ARBOR DAY**

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Attached for your consideration is a Proclamation declaring Thursday, April 25, 2013 as Arbor Day in La Grange. It is appropriate for the Village Board to consider this measure for two reasons. First, the Village has been named a Tree City USA by the National Arbor Day Foundation for thirty consecutive years (through 2012). Official observance of Arbor Day is one of the criteria for receiving this award. Second, it honors the legacy of our founding father, Franklin Cossitt, who planted our first urban forest.

This year, Arbor Day will be celebrated with the students from St. Cletus School. A tree will be planted on the grounds of school as part of the celebration. The Arbor Day tree planting ceremony will take place on Thursday, April 25<sup>th</sup> at 9:00 am.

It is our recommendation that the Proclamation declaring April 25, 2013 as Arbor Day in La Grange be approved.

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VILLAGE OF LA GRANGE

PROCLAMATION

“Arbor Day in La Grange, Thursday, April 25, 2013”

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Village of La Grange does hereby proclaim Thursday, April 25, 2013 as it's official Arbor Day Observation, and

THEREFORE, BE IT FURTHER RESOLVED that Arbor Day shall be marked with an Arbor Day tree planting ceremony at 9:00 A.M., Thursday, April 25, 2013 at St. Cletus School, in recognition of the students' effort to improve our Urban Forest.

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Elizabeth M. Asperger, Village President

ATTEST:

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Thomas Morsch, Village Clerk

3-13-1

**OMNIBUS VOTE**

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

**BOARD REPORT**

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

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

**DATE:** April 4, 2013

**RE:** **BUDGET AMENDMENTS – FISCAL YEAR ENDING APRIL 30, 2013**

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

Attached are the required forms requesting budget amendments resulting from unbudgeted expenditures or estimated actual expenditures exceeding budget estimates which have previously been reported to, reviewed with or approved by the Village Board. A resolution is attached which formally incorporates the necessary budget adjustments into the FY 2012-13 Operating and Capital Improvements Budget. Reserves will be utilized to fund these unbudgeted expenditures. A description of each budget amendment is presented below:

**GENERAL FUND**

1. Legal Department

The Legal Department is currently over budget due to: 1) the Village's involvement in an arbitration proceeding pertaining to the Police Union contract which expired April 30, 2011; 2) the Village is negotiating a first-time collective bargaining agreement with telecommunication operators, which is still on-going; and 3) updating the BOFPC Rules and Regulations to meet new legislative changes. A budget amendment is included for Legal - Personnel - \$60,000 to reflect these additional legal services.

2. Community Development Department

Community Development Department is over budget due to the court ordered demolition and asbestos abatement of a foreclosed property on Ashland Avenue, in the amount of \$25,000. The Village was reimbursed for this expenditure plus fines during the fiscal year.

5-A

Community Development expenditures also include the completion of the extensive re-working of the Site Development Guidelines related to grading and drainage. A budget amendment is included for Professional Services - \$35,000 to reflect these additional department expenditures.

3. Police Department

Overtime salaries in the Police Department are over budget due to officers covering shifts as the newly hired replacement officers were being trained. The increase in overtime also reflects two extended leaves of absence due to work related injuries, both requiring major surgery. A budget amendment is included for Overtime –Salaries - \$40,000, to reflect this additional department expenditure.

**OTHER FUNDS**

4. Asset Forfeiture Fund

Annually the Police Department explores the use of drug asset forfeiture funds for purchases of supplementary department equipment and vehicles to enhance police enforcement, investigation and education efforts. .

In FY 2012-13, the Police Department utilized Asset Forfeiture Funds for the following: 1) contracted with Municipal Systems Inc. (MSI), a municipal software and administrative adjudication company, to replace the current DOS based parking system/software (\$35,000); 2) purchased license recognition hardware, that reads license plates and checks them against various databases (\$25,500); 3) purchased a multi-use communications/safety trailer (\$48,000); and 4) replaced police and auxiliary officers' bullet-proof ballistic vests (\$16,500), which was 50 percent funded by a U.S. Department of Justice grant. A budget amendment is included for Miscellaneous Expenditures - \$125,000 to reflect these additional fund expenditures.

It is our recommendation that the attached resolution amending the FY 2012-13 operating and capital improvements budget be approved.

5-A.1

VILLAGE OF LAGRANGE

A RESOLUTION AMENDING THE FY 2012-13 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET

RESOLUTION R-13-\_\_\_\_\_

BE IT RESOLVED that the President and Board of Trustees of the Village of  
La Grange adopt the 2012-13 Operating and Capital Improvements Budget  
Amendments as set forth in the document as attached hereto and made a part  
here of.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013, pursuant to a roll call vote as follows:

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

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

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

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2013

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

5-A.2

**BUDGET AMENDMENT/TRANSFER REQUEST FORM**  
**FY 2012-13**

Pursuant to Village policy, an amendment to the annual budget that alters the total expenditures of any fund and/or is in excess of \$10,000 may be approved by a two-thirds vote of the Village Board. No amendment of the budget shall be made increasing the budget in the event revenues or reserve funds are not available to effectuate the purpose of the revision.

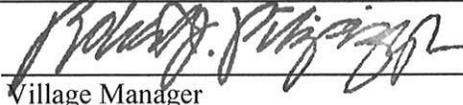
Transfer Funds From:

<u>01-00-40-4000</u>	<u>General Fund - Fund Balance</u>	<u>\$135,000</u>
Account Number	Fund / Description	Amount
 <u>27-00-40-4000</u>	 <u>Asset Forfeiture Fund - Fund Balance</u>	 <u>\$125,000</u>

Transfer Funds To:

1) <u>01-04-62-6238</u>	<u>Legal - Personnel</u>	<u>\$60,000</u>
Account Number	Fund / Description	Amount
2) <u>01-06-62-6230</u>	<u>Community Development - Professional Services</u>	<u>\$35,000</u>
3) <u>01-07-60-6002</u>	<u>Police - Salaries / Overtime</u>	<u>\$40,000</u>
4) <u>27-00-68-6899</u>	<u>Asset Forfeiture - Miscellaneous</u>	<u>\$125,000</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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Purpose: 1) Legal-Personnel; Police Union arbitration, negotiating first-time collective bargaining agreement with dispatchers, and updating BOFPC rules and regulations.  
2) Community Development - Professional Services; court ordered demolition and asbestos removal on foreclosed property and amend Site Development Guidelines related to grading and drainage.  
3) Police Overtime - cover shifts due to new officer training and extended leave of absences due to work related injuries.  
4) Asset Forfeiture Miscellaneous; unbudgeted expenditures including parking system software/hardware license plate recognition hardware, communications/safety trailer and bullet-proof vests.

Recommended By:  \_\_\_\_\_  
 Village Manager Date

Village Board \_\_\_\_\_  
 Approved: \_\_\_\_\_ Date

Recorded By \_\_\_\_\_  
 Finance Dept. Date

5-A, 3

VILLAGE OF LA GRANGE  
Administrative Offices

BOARD REPORT

TO: Village President, Village Clerk and Board of Trustees

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

DATE: April 8, 2013

RE: **PROFESSIONAL SERVICES AGREEMENT – EMPLOYEE BENEFIT  
CONSULTING SERVICES**

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In May 2011, the Village entered into a professional services agreement for insurance brokerage and employee benefit consulting with Corporate Benefit Consultants, Inc. (“CBC”) for a one-year term for an annual fee of \$36,000. CBC also agreed to the same annual fee of \$36,000 for two renewal terms of the Agreement, which would extend the Agreement through April 2014. The Village and CBC triggered the first renewal term last year.

CBC’s fee structure is unusual in its industry because it is a flat rate, rather than a commission-based fee that can escalate as insurance rates rise.

CBC has proposed to extend the Agreement through April 2018, at the same annual fee of \$36,000 for the entire term. We expect that this extension, with its fixed pricing, will be favorable to the Village. In any event, the Village incurs no risk by extending the Agreement, because the Village may terminate the Agreement at any time, for any reason, on 60-days notice to CBC.

Employee benefit consulting services are professional services that do not require a formal bidding process. CBC has provided satisfactory services to the Village so far, including negotiating insurance renewals and offering technical assistance involving compliance with the Patient Protection and Affordable Care Act.

Village Attorney Mark Burkland has recommended that we amend the current agreement to recognize this extension of services, rather than approve an entirely new agreement. Attached for your reference is a copy of the existing agreement.

It is our recommendation that the Village Board approve an amendment to its Agreement with Corporate Benefit Consultants, Inc. for employee benefit consulting services, extending the term of the Agreement until April 30, 2018, at an annual fee of \$36,000, as set forth in this report, and direct the Village Attorney and Village Manager to prepare the amendment for the Village President’s signature.

5-B

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made as of May 9, 2011 (hereinafter referred to as the "Effective Date"), by and between CORPORATE BENEFIT CONSULTANTS, INC., (hereinafter referred to as "Consultant") and the VILLAGE OF LA GRANGE (hereinafter referred to as the "Client"), as follows:

1. Services. Consultant agrees to provide the employee benefit consulting services described herein under the direction of the Client both in Consultant's own offices and at designated locations within the Client (the "Services") beginning on May 9, 2011, and continuing through May 8, 2012 unless earlier terminated as provided herein.
2. Consulting Services. The Services are more fully specified in Appendix A attached to and incorporated into this Agreement.
3. Compensation. Consultant will remove commissions from all insurance products funded by the employer. The Consultant will be paid on a commission basis for products that are considered voluntary. For all Services rendered by Consultant during the term of this Agreement, the Client shall pay Consultant \$36,000; such sum to include Consultant costs, if any, for telephone communications, postage, travel expenses and other expenses incurred by Consultant in connection the provision of the Services (the "Annual Fee"). The Client shall pay Consultant the Annual Fee in twelve equal installments at monthly intervals following Consultant's provision of the Services and submission of a proper invoice to the Client documenting Consultant's rendering of the Services. If this Agreement is renewed or extended, then Consultant will perform the services for the first two years of the renewal or extension for the same Annual Fee of \$36,000.

If the Consultant receives a marketing allowance or bonus from an insurance company and that allowance or bonus is included as part of the insurance company's charge to the Client, then the full amount of that allowance or bonus will be subtracted from the Client's Annual Fee. If that allowance or bonus is not charged by the insurance company to the Client, then that allowance or bonus will not have any impact on the Annual Fee. Consultant shall be responsible for payment of all state and federal taxes in connection with its performance of the Services and receipt of compensation under this Agreement.

4. Relationship Between The Parties. Consultant is retained by the Client only for purposes and to the extent set forth in this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Consultant shall be deemed at all times to be an independent contractor and neither party shall have the authority to bind the other to any third person or to otherwise act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
5. Access. Consultant shall have access only to such facilities, equipment, and personnel of the Client which are necessary for the performance of any Services hereunder and only upon the permission of the Client or its designee.

6. Indemnification. Consultant does hereby indemnify and hold harmless the Client, and its elected officials, members, employees, and agents, from and against all claims, including reasonable attorney's fees, arising out of or in any way connected with the Consultant's negligence or performance or non-performance of any services hereunder.

7. Insurance. Consultant shall insure against all losses and damages which are the result of, or the fault or negligence of, Consultant in the carrying out of the Services, including professional liability and automobile liability. Consultant will, if requested, produce a certificate of insurance showing that the necessary coverages are currently in force, and will also give the Client thirty (30) days written notice before the required insurance can be altered or cancelled.

8. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Client:

Village of La Grange  
53 South La Grange Road  
La Grange, IL 60525  
Attention: Village Manager

If to Consultant:

Corporate Benefit Consultants, Inc.  
2800 South River Road, Suite 130  
Des Plaines, IL 60018  
Attention: Michael Traina and Gregg Mellinger

9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois and any court proceeding filed by the (Client or Board) or Consultant relating to or based on this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

10. Termination. This Agreement may be terminated at any time, for any reason, by mutual agreement of the parties or by giving sixty (60) days written notice to the other party. In the event of such termination by the Client, Consultant shall be paid its applicable compensation through the effective date of termination, provided there is no dispute as to whether Consultant is entitled to that compensation.

11. Entire Understanding. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. Except as otherwise provided, no subsequent

alteration, amendment, change, or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CORPORATE BENEFIT CONSULTANTS, INC.

By:

Printed name:

Its:

VILLAGE OF LA GRANGE

By:

Printed name:

Its:

5-13-11

## APPENDIX A

### CONSULTING SERVICES

Consultant's will provide the following services related to the VILLAGE OF LA GRANGE Employee Benefit Plan, including but not limited to:

- Serve as Client advisor on all health related issues;
- Provide day-to-day health plan administration;
- Provide analysis or renewal terms offered by current insurers and service providers;
- During the initial term, investigate all viable programs, insurers, and service providers, FSA's, HSA's, HRA's, etc. and provide through cost benefit analysis report of each option, including recommend improvements in the self-insurance and HMO plans;
- As requested by Client evaluate alternative health plan providers;
- Act as an advocate on behalf of Client to resolve administrative problems on a timely basis;
- Act as an advocate on behalf of Client to resolve all claim disputes;
- Conduct open employee enrollment meetings as needed;
- Provide employee education meetings as necessary;
- Provide information on market trends periodically including recommendations on plan changes;
- Provide information and advice regarding state or federal legislation applicable to Client life, health, dental and disability plans;
- Provide a monthly newsletter to HR staff;
- Provide special reports as requested by Client;
- Provide monthly and annual performance reports including experience analysis;
- Provide initial analysis of the current plan including areas of potential cost savings to Client
- Annually provide future funding projections;
- Coordinate timely premium quotes by TPA's and Stop Loss Insurers.
- Recommend cost containment strategies and perform cost benefit analysis on options;
- Provide oversight of Client benefit communication process;

- Assist in establishing funding rates/employee rates for each plan year;
- Provide access to Touchpoints Employee Benefit Center, Employee Resource Center, HRinsider Communication portal;
- Broker and place stop loss insurance and other health related insurance policies;
- Attend insurance committee meetings and Board meetings as necessary;
- Assist in the development of Wellness programs;
- Oversee FSA Management;
- Analyze work flows to determine ways Client can reduce staff workloads related to health administration;
- Continually search for cost reduction strategies and present to Client staff;
- Ensure accuracy of all plan booklets and related documents;
- Provide services related to compliance matters such as HIPAA and Medicare Part D;
- Provide other assistance and advice as needed.
- within 60 to 90 days of the commencement of this contract, Consultant will perform a full evaluation of plan design changes including but to limited to:
  - alternative programs
  - alternative providers
  - significant analysis of employee utilization to the extent that information can be obtained
  - benefits structure

VILLAGE OF LA GRANGE  
Fire Department

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager and  
William J. Bryzgalski, Fire Chief

DATE: April 8, 2013

RE: **PROFESSIONAL SERVICES AGREEMENT – FIREFIGHTER /  
PARAMEDIC TESTING SERVICE FOR THE LA GRANGE  
FIRE DEPARTMENT**

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Since 2004, the Village has participated in a fire service testing consortium conducted by the College of Du Page. The Village joined the consortium in an effort to broaden the pool of potential candidates taking the Village's exam and because the overall approach was more cost-effective than if the Village conducted such testing on its own.

While our experience with the consortium through the years has generally been positive, the consortium format increases competition for the most qualified applicants because most applicants will apply for all available tests being offered. Therefore, it is more likely that the top candidates are hired by other fire departments depending on available positions.

With recent changes in firefighter hiring laws which resulted in amendments to the Board of Fire and Police Commission Rules and Regulations, staff has reassessed the value of continued participation in the consortium with the College of Du Page, as well as considered new ways to test applicants. The changes to the Rules were required because the Firefighters' Hiring Act (P.A. 97-0251) required changes to the methodology of the testing process, including scoring of candidates.

One of the goals of any new hire testing process is to evaluate and validate the skills and abilities of a candidate as compared to the available position. Another goal of the process is to increase diversity. Utilizing a test that solves practical challenges, without sacrificing the usefulness of testing and selection practices achieves a high level of validity and a greater diverse list of talented candidates to hire. One way to achieve this objective is to offer a two-tiered testing system that provides more traditional questions coupled with situation-based questions. The two-tiered system allows for a scoring methodology that is compatible with the new firefighter hiring requirements.

5-C

Staff evaluated several options for testing services and asked Selection Works to present a proposal regarding a new, compliant testing format to the Board of Fire and Police Commission. The Commission concurred with staff's recommendation to consider an alternative testing process from the Consortium and to engage Selection Works to conduct the testing.

Selection Works is currently engaged with Elmhurst Fire Department, the Northwest Suburban Police Consortium (Morton Grove, Niles, Northbrook, Park Ridge, Roselle and Wheeling) and Wilmette Police and Fire Commission. Before making this recommendation, staff contacted Elmhurst and Wilmette Fire Departments. Both municipalities reported a very high level of satisfaction with a strong commitment to customer service and client focused approach.

In addition to changes in the methodology of the testing process and scoring, the Firefighters' Hiring Act also allows the Commission the ability to charge a nominal fee for the testing process. This fee would offset the cost of conducting the testing process. We do not expect that the fee will be a deterrent for applicants as they are assessed a fee of \$25.00 now in order to participate in the Consortium program.

The current budget for testing through the Consortium is \$6,500 which is inclusive of advertising and all expenses associated with the testing process. Selection Works' fee is based on a per applicant charge for each component of the testing process which is estimated (based on our most recent testing process) to be approximately \$3,200. As a result, the cost of the Selection Works' program will save money.

On April 3, 2013, the Commission unanimously concurred with staff's recommendation to enter into a professional service agreement with Selection Works of Oakbrook Terrace, Illinois, to manage and administer the job application and examination process for hiring Firefighter / Paramedics specifically for the La Grange Fire Department. The current Firefighter Eligibility list expires on June 18, 2013.

It is our recommendation that the Village Board approve the attached professional service agreement with Selection Works, for the administering testing process for new firefighters in 2013.

5-C.1



## Scope of Services – Engagement Agreement

### **Project Description**

Selection Works, LLC (herein referred to as “SW”) is engaged by the Village of LaGrange (herein referred to as “Client”) to manage and administer the job application and examination process for the Firefighter hiring process.

### **Services**

SW will provide the following products/services to the Client:

- Develop a sample job advertisement and job informational sheet and post information sheet and job application at [www.selectionworks.biz](http://www.selectionworks.biz)
- Notify state fire science schools/colleges of the job posting
- Collect a \$35 application fee from each candidate, on client’s behalf
- Respond to applicants via phone, e-mail and website to assist applicants in completing the application
- Collect job applications from applicants and review applications to determine eligibility
- Notify candidates of any errors/omissions in the application submission approximately one week prior to the test date (grace period)
- Collect corrected documents from applicants prior to test date
- Sign-in candidates, assist as needed in orientation, and administer written examinations: administer Firefighter Selection Tool (FST) and Situation-based Styles Assessment (SBSA)
- Score the FST and SBSA and compile the Initial Eligibility List
- Notify candidates regarding their status by e-mail (or other means if electronic notice is not possible)
- Assist Client in compiling the Final Eligibility List by adding preference points to calculate final scores
- Provide applicant documents to Client

### **Specifications**

- Application Posting Date: TBD
- Application Deadline: TBD
- Test Administration Date: TBD

### **Fee Structure**

Service/Product	Description	Fee
Application Processing	Posting, collection, and processing of job application and associated documents and the notification of candidates regarding eligibility status	\$19/applicant*
Firefighter Test – FST	Provision and administration of the Firefighter Selection Tool (FST); including candidate sign-in	\$16/test-taker
Subjective Test – SBSA	Provision and administration of the Situation-based Styles Assessment (SBSA) – SW to customize the scoring of the SBSA with commission input	\$10/test-taker
Final Eligibility List Compilation	Collection of preference point documentation and application of preference points per local rules.	\$425

*\*the number of candidates will be determined based on those applicants who purchase a job application*

The fee structure is intended to account for any and all fees associated with the services described herein.

Application fees will be collected by Selection Works. Following the administration of the written examination(s), the total cost of services rendered, based on the fee structure above, will be calculated and if

*5-C.2*

the cost of services exceeds the balance of collected application fees, the client will be assessed a fee equal to the difference. If the cost of services is less than the value of collected application fees, the difference will be credited to the client.

***Client Responsibilities***

The client will be responsible for posting any and all job advertisements on internal websites, external websites, printed media, etc. The client will also be responsible for providing suitable facilities for all examination administrations.

The following signatures of authorized agents of both parties demonstrate agreement regarding the terms and conditions stated herein:

**For Selection Works, LLC**

Authorized Agent: Chad C. Legel, President & CEO

Signature of Agent: \_\_\_\_\_

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

**For Client**

Authorized Agent: \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

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

5-C-3

VILLAGE OF LA GRANGE  
Administrative Offices

**BOARD REPORT**

TO: Village President and Board of Trustees

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

DATE: April 8, 2013

RE: **OPEN MEETINGS ACT - REVIEW OF CLOSED SESSION MINUTES**

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State law requires that minutes of closed meetings be reviewed periodically to determine if there is any continuing need to have them remain confidential. The Village Clerk, Village Attorney and Village Manager recently conducted such a review and have determined that the minutes from the following closed sessions of the La Grange Village Board of Trustees may be approved for release:

January 12, 2009 (partial)  
June 25, 2012

In order to protect the confidentiality of these minutes until such time that the Village Board has approved their release, a complete set of the minutes listed above are available for inspection by the Village Board at the Village Clerk's office in advance of your meeting.

If the release of these two sets of minutes are approved, all minutes of closed session meetings will have been released to the public.

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5-D

**VILLAGE OF LA GRANGE**

Disbursement Approval by Fund

March 25, 2013

Consolidated Voucher 130325

<u>Fund No.</u>	<u>Fund Name</u>	<u>03/25/13 Voucher</u>	<u>03/15/13 Payroll</u>	<u>Total</u>
01	General	128,906.78	300,513.96	429,420.74
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	698.25		698.25
24	ETSB	8,499.53		8,499.53
27	Drug Enforcement	128.90		
40	Capital Projects	795.72		795.72
50	Water	64,773.43	44,804.11	109,577.54
51	Parking	13,015.94	23,964.55	36,980.49
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	2,892.60	10,768.58	13,661.18
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>219,711.15</u>	<u>380,051.20</u>	<u>599,633.45</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

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Trustee

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Trustee

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Trustee

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Trustee

5-E

## VILLAGE OF LA GRANGE

Disbursement Approval by Fund

April 8, 2013

Consolidated Voucher 130408

Fund No.	Fund Name	04/08/13 Voucher	03/28/13 Payroll	Total
01	General	153,611.92	291,039.49	444,651.41
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	1,054.01		1,054.01
24	ETSB	735.26		735.26
40	Capital Projects			0.00
50	Water	14,755.89	42,670.37	57,426.26
51	Parking	4,788.23	24,477.08	29,265.31
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension	300.00		300.00
80	Sewer	2,173.42	10,649.48	12,822.90
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>177,418.73</u>	<u>368,836.42</u>	<u>546,255.15</u>

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

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

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

\_\_\_\_\_  
President

\_\_\_\_\_  
Trustee

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5-F

MINUTES

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

53 South La Grange Road  
Lower Level Conference Room  
La Grange, IL 60525

Saturday, March 9, 2013 – 8:00 a.m.

I. CALL TO ORDER AND ROLL CALL

A Special Meeting of the Board of Trustees of the Village of La Grange was held on Saturday, March 9, 2013, and called to order at 8:00 a.m. in the lower level conference room. On roll call, as read by Village Clerk Thomas Morsch, the following were present:

PRESENT: Trustees Holder, Horvath, Kuchler, Langan and Palermo with President Asperger presiding.

ABSENT: Trustee Nowak

OTHERS: Mark Burkland, Village Attorney  
Robert Pilipiszyn, Village Manager  
Andrianna Peterson, Assistant Village Manager  
Lou Cipparrone, Finance Director  
Bill Bryzgalski, Fire Chief  
Mike Holub, Police Chief  
Ryan Gillingham, Director of Public Works  
Patrick Benjamin, Community Development Director  
Joe Munizza, Assistant Finance Director  
Angela Mesaros, Assistant Director of Community Development  
Mike Bojovic, Assistant Director of Public Works

II. BUDGET WORKSHOP OVERVIEW

President Asperger opened the meeting by describing the budget development process which consists of three major parts — Capital Projects, Personnel and Operations. Capital Projects were discussed on January 28. Consensus direction regarding personnel matters and major revenues and expenditures was provided during the pre-budget development workshops last fall. The purpose of this special meeting is to review operational expenditures.

5-6

President Asperger concluded her opening remarks by complimenting the entire management team in producing an outstanding work product.

Village Manager Pilipiszyn indicated that staff is seeking direction from the Village Board this morning on three budgetary items — the utility tax, the proposed increase in parking fees and fines, and the proposed increase in the Village's sewer rate. Village Manager Pilipiszyn distributed a graphic which illustrated the General Fund's annual surplus/deficit over a 12-year period. In comparing operating revenues to expenditures over that period of time, the Village actually recovered from a deficit of \$1.3M as a result of the cost containment plan. Because of that recovery effort, the Village Board is in a noteworthy position to either push back the proposed utility tax by one additional year (to FY 2015-16), modestly restore a reduced program or service, or conservatively maintain the five-year financial plan as proposed. Staff continues to recommend a balanced approach to budget management by evaluating revenue trends against expenditures on an annual basis.

### III. REVIEW OF GENERAL FUND REVENUES

Finance Director Cipparrone reported in detail on each General Fund revenue line-item. He noted the decrease in revenues through the simplified telecommunications tax, and that the matter is being examined with the cooperation of the Illinois Department of Revenue. In conclusion, total General Fund revenues for FY 2012-13 are projected to be approximately \$20,000 over budget.

At this point of the meeting, Department Heads were invited to present their respective departmental budgets to the Village Board for review and comment. Each Department Head was asked to describe budget variations, if any, and to provide a report on progress being made to achieve strategic goals and priorities within their respective areas of responsibility.

### IV. REVIEW OF GENERAL FUND AND OTHER FUND BUDGETS

#### 1. Administration

It was the consensus of the Village Board to concur with staff's budget recommendations.

#### 2. Legal

It was the consensus of the Village Board to concur with staff's budget recommendations.

5-61.1

3. President and Board

It was the consensus of the Village Board to concur with staff's budget recommendations.

4. General Ledger

In response to a status update on the Village's technological improvements, Trustee Horvath suggested and Trustee Langan concurred, to consider more direct use of the Cloud for the Village's electronic back-up and storage needs (as compared to the current network of servers supported by the Cloud).

Trustee Horvath inquired as to where sick leave and vacation leave accrued liabilities are budgeted. Finance Director Cipparrone explained that those liabilities are stated in the Village's financial statements. Because the Village cannot predict when an employee may retire, it is not budgeted as an operating expense. Finance Director Cipparrone further explained how the Village at one time created a separate Compensated Leave Fund, for this purpose, but it was dissolved within several years because it was less expensive for the Village to use General Fund reserves and manage the operational salary savings between the time of an employee's retirement and the hiring of a new employee at a lower salary.

In response to another Trustee query on the same subject, Finance Director Cipparrone explained that liabilities are paid out in the salaries line-item of the departmental budget and recognized in the budget notes. Also, the payout of accrued leaves are not factored into pension payments.

It was the consensus of the Village Board to concur with staff's budget recommendations.

5. Finance

It was the consensus of the Village Board to concur with staff's budget recommendations.

6. Community Development

It was the consensus of the Village Board to concur with staff's budget recommendations.

7. Police Department

Trustee Horvath proposed that the vacated position in the Police Department be eliminated from the budget document, as the position is not expected to be filled for the next five years due to the cost containment plan. Discussion ensued. It

5-G.2

was the consensus of the Village Board to not make any changes at this time as to how this vacancy is presented in the budget. President Asperger concluded the discussion by adding that the reason for the vacated position is because the Village is executing a cost containment plan and therefore it is sensible to continue to communicate that in the budget.

It was the consensus of the Village Board to concur with staff's budget recommendations.

8. Asset Forfeiture Fund

It was the consensus of the Village Board to concur with staff's budget recommendations.

9. Auxiliary Police Fund

It was the consensus of the Village Board to concur with staff's budget recommendations.

10. ETSB Fund

Finance Director Cipparrone noted for the Village Board that ETSB revenues have been reduced significantly since January 2012 as a result of a change in how fees are collected and distributed by wireless telephone companies. As a result, the transfer to the General Fund was reduced and the transfer to the Equipment Replacement Fund (ERF) was suspended, in anticipation of a combined dispatch arrangement within the next five years.

It was the consensus of the Village Board to concur with the ETSB Board's budget recommendations.

11. Parking Fund

It was the consensus of the Village Board to concur with staff's budget recommendations.

12. Fire Department

It was the consensus of the Village Board to concur with staff's budget recommendations.

13. Foreign Fire Insurance Tax Fund

It was the consensus of the Village Board to concur with staff's budget recommendations.

5-6-13

14. Building and Grounds and Public Works

It was the consensus of the Village Board to concur with staff's budget recommendations.

15. Water Fund

Trustee Horvath expressed continued concern with the proposed 7.5% increase in the Village's water rate. He felt that the Village should budget for increased revenues related to increased water accountability as a result of the water meter replacement program, which would offset the need to increase water rates. President Asperger reminded the Village Board that 6.0% of the planned increase in water rates is directly related to the increased cost of water from the City of Chicago, and the remaining 1.5% was to cover the increased cost of operations and to replenish reserves. Furthermore, the Village has not accounted for the increased level of water accountability, because there is no data available on which to make a projection at this time. That information will be forthcoming shortly and the Village Board can always amend the budget at that time. This plan was discussed and approved by the Village Board one year ago.

Considerable discussion ensued. It was the consensus direction of the Village Board to reduce the proposed water rate increase from 7.5% to 6.0% for FY 2013-14, so as to only pass on to residents, the increased cost of water from the City of Chicago.

It was the consensus direction of the Village Board to concur with staff's remaining budget recommendations.

16. Sewer Fund

As with the Water Fund discussion, Trustee Horvath re-stated his concerns with a proposed 10.0% increase in the Village's sewer rate, noting that sewer revenues, which are tied to water consumption, will increase by virtue of increased water accountability, and thus, the rate increase may not be necessary. President Asperger noted for the Village Board, that the circumstances were much different in the Sewer Fund than the Water Fund, and that the purpose of the proposed increase in the sewer rate was to replenish reserves as they will be virtually depleted by the end of the current fiscal year.

Discussion ensued. Trustee Horvath commented that other communities seem to have more balance than La Grange between their water and sewer rates. Finance Director Cipparrone cautioned that a direct comparison of rates between communities is difficult without a full understanding of how each community makes its rates, by utility and in the aggregate. Trustee Kuchler expressed concerns with the low reserve in the Sewer Fund. Trustee Palermo suggested a

5-G.4

5.0% increase in the sewer rate, with the other 5.0% to be achieved by increased water accountability.

It was the consensus direction of the Village Board to leave the sewer rate increases as budgeted, but to review them annually as assessed against increased revenues resulting from increased water accountability. It was also the consensus direction of the Village Board to concur with staff's remaining budget recommendations.

17. Equipment Replacement Fund

Village Manager Pilipiszyn provided the Village Board with a summary of changes in the management team's approach to vehicle maintenance and replacement, based on recent budget discussions.

It was the consensus of the Village Board to concur with staff's budget recommendations.

18. Debt Service Fund

It was the consensus of the Village Board to concur with staff's budget recommendations.

19. Police and Fire Pension Funds

It was the consensus of the Village Board to concur with staff's budget recommendations.

VI. ADJOURNMENT

The special meeting of the Village Board of Trustees was adjourned at 12.28 p.m.

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

Approved Date:

MINUTES

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

Monday, March 11, 2013 - 7:30 p.m.

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

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

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

ABSENT: Trustee Nowak (Present at 7:45 p.m.)

OTHERS: Village Manager Robert Pilipiszyn  
Assistant Village Manager Andrianna Peterson  
Village Attorney Mark Burkland  
Finance Director Lou Cipparrone  
Community Development Director Patrick Benjamin  
Assistant Community Development Director and Planner Angela Mesaros  
Public Works Director Ryan Gillingham  
Fire Chief William Bryzgalski  
Police Chief Michael Holub

President Asperger requested Clerk Morsch to lead the Board and audience in the Pledge of Allegiance.

2. PRESIDENT'S REPORT

President Asperger reported that La Grange was featured in the latest issue of *West Suburban Living Magazine* and extended thanks to all who helped the Village achieve such recognition.

Noting that the Budget Workshop was held on Saturday, March 9, 2013, President Asperger encouraged residents to view the proposed budget specifically the Village Manager's message which is posted on the Village's website or a paper copy is available at the Village Hall and La Grange Public Library. Inviting resident attendance and participation, President Asperger indicated that a public hearing will be held prior to budget adoption on April 8, 2013 in the Village Hall Auditorium.

5-H

President Asperger provided information on a voluntary program related to Earth Hour 2013 on Saturday, March 23 by turning off non-essential lights for one hour. Adding that the La Grange Business Association would be planning ways to celebrate the event, President Asperger encouraged residents to participate.

President Asperger announced that the Village Board meeting scheduled for Monday, March 25, 2013 is being canceled and the next regular meeting would be April 8, 2013.

Lastly, President Asperger advised residents of the Village's annual Spring Clean Up Day which will be held the week of April 8, 2013 on residents regular refuse collection day.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Mr. Patrick Powers referenced item 5-A under Current Business on the agenda and expressed his thanks to the Plan Commission; Village Attorney; Village Planner; and Community Development Director for their assistance in moving forward with his requested application. Mr. Powers noted his presence along with counsel for any questions the Board may have.

4. OMNIBUS AGENDA AND VOTE

President Asperger noted that item 4-B of the Omnibus Agenda would be placed under Current Business for further discussion in order for Police Chief Holub to share information that was provided at the Budget Workshop.

- A. Ordinance (#O-13-05) – Variation – Maximum building Coverage and Maximum Lot Coverage / Mary Nicholas, 235 S. La Grange Road
- B. (Moved to Current Business for further discussion)
- C. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, February 25, 2013
- D. Consolidated Voucher 130311 – (\$781,850.93)

It was moved by Trustee Langan to approve items A, C, and D of the Omnibus Agenda, seconded by Trustee Holder.

Approved by roll call vote.

Ayes: Trustees Kuchler, Langan, Horvath, Palermo and Holder  
Nays: None  
Absent: Trustee Nowak

5-A.1

Trustee Nowak arrived at 7:45 p.m.

5. CURRENT BUSINESS

President Asperger noted a change in the order of agenda items.

B. Contract – Group Health and Life Insurance Renewal: Referred to Trustee Langan

Trustee Langan provided detailed information on the Village's group health insurance coverage under Blue Cross/Blue Shield of Illinois and group life insurance under Fort Dearborn. Explaining the various plans, employee contributions, co-payments, while maintaining consistencies between unionized and non-union employees, Trustee Langan noted the Board's concern as this being a significant operating expenditure for the Village.

Elaborating on the Village's cost containment efforts, Trustee Langan referenced the pre-budget development workshop whereby health insurance trends for municipal employers were extensively discussed amongst themselves along with the Village's benefits consultant and determined not to make any additional changes at this time.

Trustee Langan noted the initial renewal proposal was for an 8.06% increase in employee health insurance premiums, however, the Village's consultant negotiated a reduction to 3.0% which results in a gross cost savings to the Village. Trustee Langan also noted that due to an advantageous claims history, the Village received a 24% decrease in premiums for group life insurance. Trustee Langan added that staff continues to explore opportunities and evaluate strategies to further contain health insurance expenses.

Trustee Langan moved to approve the contract with Blue Cross/Blue Shield for group health insurance and Fort Dearborn for group life insurance, effective May 1, 2013, seconded by Trustee Holder.

Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, Nowak and Kuchler  
Nays: None  
Absent: None

A. Ordinance (#O-13-06 & #O-13-07) – (1) Vacation of Right of Way and (2) Special Use Permit, Planned Development Concept and Final Site Plans to Authorize a Multiple Family Residential Building, 1407 W. Cossitt Avenue, Big Tuna's, Inc.: Referred to Trustee Nowak

Trustee Nowak explained that Mr. Patrick Powers and Mr. Daniel Powers, owners of Big Tuna's Inc., recently purchased property at 1407 W. Cossitt Avenue and propose to construct a six-unit residential building. Trustee Nowak indicated the property is

5-H.2

located in an area which contains various land uses and zoning classifications, including multi-family owner-occupied; multi-family rental; single family residences; and an institutional building. Because the proposed development requires zoning relief the owners seek to develop the property as a small Planned Unit Development.

Trustee Nowak noted the positive features related to Planned Unit Developments and referenced that it is consistent with the Village's Comprehensive Plan. Trustee Nowak itemized the necessary changes in order to move forward with the Planned Unit Development. The Plan Commission conducted a public hearing over the course of two meetings to consider the application for a vacation of Village right-of-way; a special use permit; a planned development; and a site plan approval, all of which were unanimously recommended for approval with special conditions noted to the applicant.

Trustee Nowak added that there are two ordinances before the Board for consideration, those being an ordinance for the vacation of right-of-way and an ordinance for a special use. Prior to making a motion to approve the ordinances, Trustee Nowak took the opportunity to reiterate his belief that this is a good project for the enhancement of the Village for the following reasons: (1) the proposal is consistent with the objectives of the Village's Comprehensive Plan; (2) the zoning code was recently amended to recognize and encourage small in-fill development projects, and that this project was the first of its kind under these new regulations; (3) this project should serve as a guide for reinvestment not only within this neighborhood but also for other areas of the Village; (4) the project was thoroughly vetted by the Plan Commission; (5) the property owners complimented the Plan Commission and Village staff for how their application was handled. Trustee Nowak noted his gratitude to the Plan Commission and Messer's Patrick and Daniel Powers.

Trustee Nowak moved to approve an ordinance vacating a portion of public right-of-way located north of the property at 1407 W. Cossitt Avenue, seconded by Trustee Langan.

Trustee Langan concurs with Trustee Nowak that the collaboration and thoughtful approach sets the tone for other projects moving forward. Trustee Horvath agrees and is also in favor of this project.

Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, Kuchler and Nowak  
Nays: None  
Absent: None

5-H,3

Trustee Nowak moved to approve an ordinance for a special use permit, site plans and planned development concept and final plans for a multiple family residential project at 1407 W. Cossitt Avenue, seconded by Trustee Langan.

Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, Kuchler and Nowak  
Nays: None  
Absent: None

President Asperger echoes previous comments and added her gratitude to the Plan Commissioners; Village Trustee liaisons; staff; and the property owners for their desire to reinvest in the community.

- 4.-B Request to Purchase – Parking Citation Management Software (Removed from Omnibus for further discussion.)

President Asperger indicated that Trustee Kuchler would present this item.

Trustee Kuchler provided background information related to the Police Department's current parking ticket management program. Explaining the need for purchasing a replacement software system to better manage parking citations, Trustee Kuchler identified the advantages of software offered through Municipal Systems Inc. (MSI). Although the software package offered through MSI is intended to manage parking citations, Trustee Kuchler noted the various data collected will be useful in guiding future parking management policies.

Trustee Kuchler identified the three components of the software and service package and itemized cost. Although the purchase price of \$33,921 is not a budgeted item, Trustee Kuchler explained that this purchase is an eligible expense and sufficient funds are available out of the Asset Forfeiture Fund. Trustee Kuchler added that purchases for software and services are not governed by State or local bidding codes.

Trustee Kuchler moved to approve the three contracts with Municipal Systems, Inc. of Palos Heights, Illinois for the purchase of software and services, seconded by Trustee Langan.

Trustee Palermo requested Police Chief Holub provide a description of the enhancements provided by the software. Chief Holub responded, noting the flexibility to customize the system to adapt to the needs of the department. Chief Holub added that easy to use hand held ticket devices and printers will replace hand written notices for efficiency and provide the ability to download and store information. Trustee Palermo inquired if the devices would be utilized by all officers at all times not just parking enforcement officers. Chief Holub responded affirmatively.

5-A-4

Trustee Horvath inquired if the hand-held devices would be used in the manner suggested in the 2003 parking study from Rich and Associates. Chief Holub indicated that the requested software is primarily for enforcement and citation management. Chief Holub added that the new system will allow data to be stored for reference, but not to the extent discussed in the parking study. That type of system would be extremely costly.

Trustee Kuchler requested additional information regarding the eligible uses for Asset Forfeiture Funds. Chief Holub noted that these restricted funds may be utilized for a wide range of law enforcement purposes, including parking enforcement.

President Asperger requested Chief Holub to identify how Asset Forfeiture Funds are obtained. Chief Holub explained that when drug and other related arrests are made the offender(s) assets are seized and these monies are made available to law enforcement agencies.

Approved by roll call vote.

Ayes: Trustees Holder, Palermo, Horvath, Langan, Kuchler and Nowak  
Nays: None  
Absent: None

6. MANAGER'S REPORT

None.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Trustee Palermo thanked Floyd's Barber Shop and the La Grange Fire Department for their participation in St. Baldrick's day in support of children's cancer research.

10. ADJOURNMENT

At 8:20 p.m. Trustee Langan moved to adjourn, seconded by Trustee Holder. Approved by voice vote.

5-H.5

Elizabeth M. Asperger, Village President

ATTEST:

Thomas Morsch, Village Clerk

Approved Date:

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S-H-6

# Village of La Grange



**PUBLIC HEARING  
AND  
VILLAGE BOARD MEETING**

**MONDAY, APRIL 8, 2013**

**7:30 p.m.**

**BOOK 2 of 2**

Village Hall Auditorium

53 South La Grange Road

La Grange, IL 60525

Elizabeth M. Asperger  
Village President

Thomas Morsch  
Village Clerk

**CURRENT BUSINESS**

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: April 8, 2013

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

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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, 2011.

Negotiations between the Village and the IFOP recently concluded through an arbitration proceeding. The only changes to the current contract involve wages and the grievance procedure as follows:

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

Effective May 1, 2011	–	2.0%	(retroactive)
Effective May 1, 2012	–	2.0%	(retroactive)
Effective May 1, 2013	–	2.25%	

The amount of the general salary increases was determined by an arbitrator and is consistent with our cost containment plan. Both the salary savings and the legal expenses incurred as a result of the arbitration proceedings are reflected in the proposed FY 2013-14 Village budget to be considered by the Village Board this evening.

6-A

2. Grievance Procedure / Discipline

Discipline language was amended giving officers the right to appeal discipline to an independent arbitrator instead of through the Board of Fire and Police Commissioners. In August, 2007, the law changed to make this issue a mandatory subject of bargaining. There have only been a few rare occasions where an interest arbitrator has denied a union this ability.

We note for the Village Board that a third item - the use of sick leave to be counted as hours worked for the purposes of calculating overtime in a 165 hour work cycle - was also a subject of the arbitration proceedings, as brought forth by the Union. The arbitrator ruled in favor of maintaining the current contract language.

Attached for your consideration is a complete copy of the three-year agreement. The agreement becomes effective upon ratification by the Village Board.

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.

6-A.1

**RESOLUTION NO. R-13-\_\_\_\_\_**

**Approval of Police Union  
Collective Bargaining Agreement  
(May 1, 2011 – April 30, 2014)**

**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, 2011 and ending April 30, 2014;

**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 \_\_\_\_\_, 2013, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

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

May 1, 2011 to April 30, 2014

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

May 1, 2011 to April 30, 2014

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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 \_\_\_\_\_, 2013.

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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:

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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.

*V.A.S*

## 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.

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 disciplinary grievances raised by the aggrieved employee in accordance with Section B below, the procedures hereinafter set forth shall be followed.

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 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

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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.

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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. Disciplinary Grievances

Discipline including suspensions or terminations of non-probationary employees may be appealed through the grievance procedure as set forth herein. The sole recourse for disputing discipline less than a suspension is the grievance procedure. For suspensions of five days or less, upon receipt of the suspension, the employee, by his or her decision to either file a grievance under the contract or an appeal with the BFPC, irrevocably waives his or her right to pursue his or her grievance/appeal in the other forum. In no event may an employee both file a grievance and appeal to the BFPC for the same suspension.

For suspensions of greater than five days, notice of said disciplinary action shall be provided in writing to the non-probationary employee. The employee shall have five (5) calendar days to elect, irrevocably and in writing whether to accept the discipline, proceed with the BFPC by having charges brought against him or her or to grieve the discipline through the grievance/arbitration procedure. The employee would then have to timely file his or her grievance at step 2 if he or she selects the grievance option. Upon an employee's election to appeal a suspension of more than five days or termination through the grievance procedure, the BFPC is divested of jurisdiction to pursue this disciplinary matter and the Chief shall have the authority to implement the Department's disciplinary decision despite the lack of a BFPC hearing. The employee and the Council shall be deemed to have waived any right to proceed before the BFPC, although they shall have the right to process their grievance through the grievance arbitration procedure. In the event the proposed discipline is termination, the Chief shall have the right to suspend the employee without pay pending a BFPC hearing or, in the event the employee opts to grieve, pending the implementation of the discharge. Such a suspension shall be subject to the elected review process.

The parties agree that the Grievance Procedure in Article VI and the hearing process by the BFPC are mutually exclusive and no relief shall be available under the Grievance Procedure for any action first heard before or appealed to the BFPC. Nothing in this Section, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary employee the subject of a hearing before the BFPC, or part of the Grievance Procedure.

C. 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.

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.

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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.

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.

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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.

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## 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, holidays off, 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 and holidays off) as provided for in Article XIII 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.

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).

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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.

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

6-18-24

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.

6-A.25

## 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

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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.

- 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

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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.

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

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.

## ARTICLE XVII

### WAGES AND OTHER BENEFITS

#### Section 1 - Wages

- A. Effective May 1, 2011, the starting salary for a police patrol officer shall be \$56,908.  
Effective May 1, 2012, the starting salary for a police patrol officer shall be \$58,046.  
Effective May 1, 2013 the starting salary for a police patrol officer shall be \$59,352.
- B. Effective May 1, 2011, base salaries for members of the bargaining unit shall be increased by two percent (2.0%) in accordance with Appendix C.
- C. Effective May 1, 2012, base salaries for members of the bargaining unit shall be increased by two percent (2.0%) in accordance with Appendix C.
- D. Effective May 1, 2013, base salaries for members of the bargaining unit shall be increased by two and one quarter percent (2.25%) in accordance with Appendix C.
- E. 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 or resigned between May 1, 2011 and the execution date of the Agreement (for the applicable time period). (See Side Letter for compensable hours).
- F. 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.
- G. 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.

#### 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

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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 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.

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## 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.

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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.

ARTICLE XX

DISCIPLINARY ACTION

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

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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.

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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

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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.

ARTICLE XXIII

NO PYRAMIDING

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

## 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, 2011, and shall terminate on midnight, April 30, 2014.

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, 2014, 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 \_\_\_\_\_, 2013.

FOR THE VILLAGE:

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

FOR THE UNION:

*Ren. S. Krug*  
\_\_\_\_\_  
*Stacy...*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

*6-A-44*

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 \_\_\_\_\_

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## 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>

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

- 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;

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- 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

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

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.

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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.

## **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.)

“**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.

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<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.

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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.

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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.

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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.

6-A.58

APPENDIX C

ANNUAL BASE SALARIES FOR  
POLICE PATROL OFFICERS

	Effective on May 1, 2011	Effective on May 1, 2012	Effective on May 1, 2013
Start	56,908	58,046	59,352
After 1 Year	60,382	61,590	62,975
After 2 Years	64,066	65,348	66,818
After 3 Years	67,972	69,331	70,891
After 4 Years	72,117	73,559	75,214
After 5 Years	76,514	78,045	79,801
After 6 Years	81,249	82,874	84,739

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:

	AGE		
	<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.

	AGE				
	<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

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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.

April 3, 2013

LETTER OF UNDERSTANDING

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

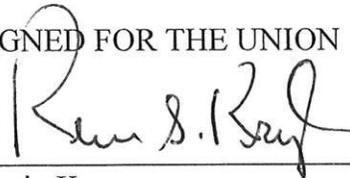
Mr. Kevin Krug  
Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

**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, 2011 and ending April 30, 2014, 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

\_\_\_\_\_  
Kevin Krug  
FOP

Date \_\_\_\_\_

Date April 3, 2013

*6-A.62*

April 3, 2013

LETTER OF UNDERSTANDING,

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

Mr. Kevin Krug  
Illinois Fraternal Order of Police  
5600 S. Wolf Road  
Western Springs, Illinois 60558

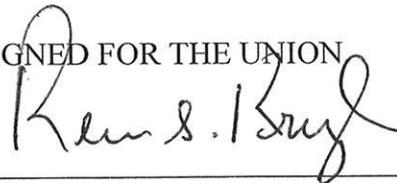
**RE: HOURS OF WORK AND OVERTIME**

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

\_\_\_\_\_  
Kevin Krug  
FOP

Date \_\_\_\_\_

Date 04-03-13

6-A-63

**SIDE LETTER**

The Village of LaGrange and FOP Labor Council agree that for the 2011 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

*Ren S. King* . 04-03-13

\_\_\_\_\_

Date

*6-A-64*

April 3, 2013

**LETTER OF UNDERSTANDING**

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

Mr. Kevin Krug  
Illinois Fraternal Order of Police Labor Council  
5600 S. Wolf Rd.  
Western Springs, IL 60558

It is understood that employees covered by the current Patrol Officers Agreement (2011-2014) shall be paid for one-half (1/2) of their unused accumulated Sick Leave up to the maximum accrual of 216 work days (1,782 hours) at their regular hourly rate of pay when they retire from the service of the Village.

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.

Employees covered under this agreement that have a minimum balance of \$15,000 of eligible accrued leave at the time of their retirement shall be paid in the following manner:

Fifteen thousand dollars (\$15,000.00) shall be made (subject to the rules of the RHS (retirement health savings) plan) into the employee's health savings plan while the remainder shall be paid directly to the employee as cash.

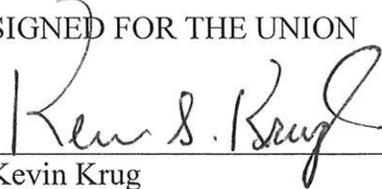
If the employee has not accrued at least \$15,000 in eligible accrued leave, payment will be made in cash.

SIGNED FOR THE VILLAGE

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

\_\_\_\_\_  
Date

SIGNED FOR THE UNION

  
\_\_\_\_\_  
Kevin Krug  
IFOPLC

04-03-13

\_\_\_\_\_  
Date

6-A-65

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works

DATE: April 8, 2013

RE: **AWARD OF CONTRACT – VILLAGE HALL ROOF  
REPLACEMENT PROJECT**

---

The existing Village Hall roof is an asphalt shingle roof that was installed approximately 30+ years ago. Over the last several years various leaks have been discovered and repaired in the roof. Based on these leaks a visual inspection of the Village Hall roof was performed by a roofing consultant in the fall of 2012 to assess the roof's overall condition, determine its remaining useful life and develop an estimated cost for replacement.

The inspection found that the shingles are severely deteriorated and are corroding due to extended exposure to UV rays, weather/water erosion and thermal change of seasons. As shingles get to this point in their life cycle, they lose their ability to shed water completely and allow water to enter the roof system and into interior spaces. Additionally shingles around the roof top dormers are deteriorated and in some areas are crumbled allowing for water infiltration. The inspection report determined the roof has reached the end of its sustainable life and recommended replacement.

The proposed FY2013-14 Capital Projects Fund budget includes \$80,000 for the replacement of the Village Hall roof. As there are existing leaks in the roof that currently require repair, staff sought to develop contract documents and request bids for the project as soon as possible so as not to spend funds on temporary repairs that would be fixed by the anticipated roof replacement project. The scope of work for the project includes removing the roof system down to the existing deck, inspecting the existing deck and replacing damaged decking, ice and water shield underlayment and architectural shingles.

On March 6, 2013, the Village advertised that bids would be received for the Village's Hall Roof Replacement Project. A total of 10 firms picked up the bid documents. Additionally a mandatory pre-bid meeting was held on March 13, 2013 so that the unique circumstances of working around Village Hall could be discussed with the bidders. The bid opening was held on March 27, 2013 at 9:00 am with the following results:

6-13

No.	Name of Company	Total
1	All American Exterior Solutions	99,700
2	Riddiford Roofing Company	101,800
3	J.L. Adler Roofing and Sheet Metal Inc.	124,470
4	F & G Roofing Company, LLC	135,400
<b>Total Budget</b>		<b>80,000</b>

A detailed breakdown of the bids is attached for reference. All American Exterior Solutions submitted the low bid in the amount of \$99,700, which is \$19,700 more than the budget amount of \$80,000. In discussion with the roofing consultant, bid prices were most likely higher than the budgeted amount due to a recent 10% increase in material costs for asphalt shingles and the complexity associated with working around Village Hall given the amount of pedestrian foot traffic and that the building must remain accessible and in operation during the project.

In order to lower costs for the project, staff researched purchasing certain materials from a national cooperative purchasing program called US Communities. Specifically the ice and water shield underlayment needed for this project is offered through this program. In order to confirm that the cooperative purchasing program offered the lowest price, staff also requested separate pricing from the contractors as part of their bid submittal for the purchase of the underlayment material. The result of this process was that the material offered as part of US Communities Cooperative Purchasing program was \$0.42 / square foot compared to \$1.05 / square foot submitted by the low bid contractor. Based on the anticipated quantity of material required for the project, the total material cost under the program would be \$4,200 dollars, which represents a cost savings to the Village of \$6,300 by participating in the cooperative purchasing program.

Also included in the bid was separate unit pricing for repairs to metal flashing and trim, wood decking, and gutters and downspouts that may be discovered when the existing roof is removed. Staff has included a contingency amount of \$5,000 for these repairs in the overall budget which is detailed below.

<b>Village Hall Roof Replacement Project</b>	
<b>Expenses</b>	
Construction – All American Exterior Solutions	99,700
Ice and Water Shield Underlayment Material – US Communities Cooperative Purchasing Program	4,200
Construction Inspection	500
Contingency For Unknown Repairs	5,000
<b>Total</b>	<b>109,400</b>
<b>Funding Sources</b>	
Capital Projects Fund – FY2013-14 Budget	80,000
General Fund Reserves	30,000

6-B.1

<b>Total</b>	<b>110,000</b>

As detailed in the table above, the anticipated expenses for the project exceed the budget amount by approximately \$30,000. Staff proposes that General Fund Reserves be utilized for the additional funding needed for the project. We note for the Board that this proposed expenditure from the General Fund Reserves is a one-time expense on infrastructure improvements, rather than an annual operating expenditure. With General Fund reserves in excess of \$6.7 million and a fund balance above the minimum of our target range of 50.0%, it is our opinion that there are sufficient reserves available to fund the additional cost necessary to complete this project. If the Village Board concurs with this recommendation on the use of General Fund reserves, a budget amendment will be required next fiscal year to recognize the additional expenditure within this Capital Improvement Fund line item. Also, a budget amendment would be required to recognize the additional transfer from the General Fund to the Capital Projects Fund.

Staff recommends moving forward with the project at this time for the following reasons:

1. Repairs to the Village Hall roof are currently needed. Delaying replacement will increase short term temporary repairs costs and could lead to increased project costs due to potential damage from additional leaks.
2. Costs for this type of work are expected to increase over time as material and labor costs rise with inflation.
3. The scope of work included in the bid documents was refined to provide the best value for the Village. Utilizing lower quality materials and installation practices would yield small savings in the short term, while exposing the Village to potentially additional repair costs and shortened roof life span in the long term.

In discussion with All American Exterior Solutions they have indicated that the project is expected to take approximately 15 working days, and is expected to start in late April. The contractor plans to erect scaffolding around the entire perimeter of the building in order to provide for safe pedestrian access and to maintain accessibility to Village Hall during the project. Staff has checked references for All American Exterior Solutions and they were positive. They have successfully completed projects for other municipal clients including Lake Forest, Schaumburg, Libertyville, and Naperville. Staff recommends the Board award a contract to All American Exterior Solutions in the amount of \$99,700 for the replacement of Village Hall Roof based on their proposal, positive references and capability to perform the work.

In summary, staff recommends that the Village Board award the contract for the FY2013-14 Village Hall Roof Replacement Project to All American Exterior Solutions in the amount of \$99,700.

6-13.2

Village of La Grange  
 Department of Public Works  
 Bid Tabulation - Village Hall Roof  
 March 27, 2013

Item No.	Description	Units	All American Exterior Solutions	Riddiford Roofing Company	J.L. Adler Roofing and Sheet Metal Inc.	F & G Roofing Company, LLC
<b>Base Bid</b>						
1	Complete removal and replacement of shingle roof at Village Hall with new roof utilizing "Architectural Shingles" as specified in the contract documents. [Line item does not include labor or materials for self-adhering underlayment ice and water protection.	Lump Sum	\$94,700.00	\$76,800.00	\$115,470.00	\$127,700.00
3	Installation of Self Adhering Underlayment Ice & Water Protection. [Equipment and labor.]	Lump Sum	\$5,000.00	\$25,000.00	\$9,000.00	\$7,700.00
<b>Total Base Bid Contract Price</b>			<b>\$99,700.00</b>	<b>\$101,800.00</b>	<b>\$124,470.00</b>	<b>\$135,400.00</b>
<b>Additional Unit Price Items</b>						
2	Self Adhering Underlayment Ice & Water Protection (per specification requirements [Material Only.] Bidder to provide estimated quantity.	Extended Price	\$10,500	\$10,710	\$22,500	\$9,450
4	Replacement of metal flashing and trim.	Linear Ft.	\$20.00	\$7.25	\$18.00	\$12.00
5	Replacement of bad or damaged decking.	Square Foot	\$7.00	\$6.75	\$8.00	\$10.00
6	Replacement of inlet gutters or downspouts.	Linear Ft.	\$150.00	\$425.00	\$1,200.00	\$300.00

10-13-3

VILLAGE OF LA GRANGE  
Department of Public Works

**BOARD REPORT**

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

FROM: Robert J. Pilipiszyn, Village Manager  
Ryan Gillingham, Director of Public Works  
Lou Cipparrone, Finance Director

DATE: April 8, 2013

RE: **AWARD OF CONTRACTS – (1) CONSTRUCTION OF MAPLE  
AVENUE RELIEF SEWER FROM BLUFF AVENUE TO 7<sup>TH</sup>  
AVENUE; (2) CONSTRUCTION ENGINEERING SERVICES  
AGREEMENT**

**RESOLUTION – MFT EXPENDITURE**

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The Village operates a combined sewer system where storm water and sanitary sewage are combined into a single sewer pipe. Due to its limited capacity, during heavy rain events the combined sewer system periodically reaches capacity and causes flooding in basements and streets. In order to increase the capacity of the Village's sewer system and reduce the risk of flooding, the Maple Avenue Relief Sewer (MARS) was identified as the solution to reduce flooding through the central portion of the Village.

The purpose of the Maple Avenue Relief Sewer is to add capacity to the existing sewer system to address flooding in areas tributary to the Cossitt Avenue Sewer. The Village was able to construct the first stage of MARS in 2009-10 as part of the Bluff Avenue Reconstruction Project. The construction of the first stage of the MARS project involved connecting a sewer to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) regional deep tunnel system at the corner of Cossitt and East Avenues. The new sewer then extends to the intersection of Maple and Bluff Avenues where wet weather flow from this area is redirected to the new MARS sewer segments. The new sewer provides relief by redirecting wet weather flow to the deep tunnel that would have previously flowed to the main combined sewer along Cossitt Avenue.

MARS is designed to range in size from 60 inches in diameter at Bluff Avenue to 24 inches at Peck Avenue. The relief sewer is designed to intercept drainage from the existing combined sewers crossed in construction, providing relief for the existing Cossitt Avenue sewer. The wet weather flows from MARS would flow directly into the regional deep tunnel system also known as the Tunnel and Reservoir Plan (TARP) operated by the MWRDGC. As additional segments of the MARS sewer are constructed going west on Maple Avenue, more wet weather flow is then redirected to the regional deep tunnel system rather than draining to the local sewer system.

6-C

Construction Contract / Engineering Services Agreement  
 Maple Avenue Relief Sewer (MARS) Project  
 Board Report – April 8, 2013 – Page 2

The next stage of the project involves extending the relief sewer along Maple Avenue from Bluff Avenue to 6<sup>th</sup> Avenue. The FY2011-12 budget included \$200,000 for the completion of plans and specifications for the project and the proposed FY2013-14 budget includes \$2,000,000 for construction. These funds consist of a combination of MFT (\$1,400,000) and capital improvement program funds (\$600,000.)

A contract was awarded to Baxter & Woodman for the completion of the detailed engineering for the next stage of MARS in the amount of \$189,700. The plans and specifications were completed and submitted to the MWRDGC, IEPA, IDNR, and IDOT for permitting and approval.

Based on the budgeted amount of \$2,000,000 for the project in FY2013-14, the bid documents were organized so that separate bids would be received for constructing the sewer from Bluff Avenue to 7<sup>th</sup> Avenue (Option 1) and from Bluff Avenue to 6<sup>th</sup> Avenue (Option 2.) The purpose in requesting separate bids was to evaluate costs and potentially construct a longer segment of MARS up to 6<sup>th</sup> Avenue should favorable bid prices be received.

The project was advertised for bidding on March 6, 2013 and the bid opening was held on March 27, 2013. A total of 15 firms picked up the bid documents. Two firms submitted bids as tabulated below.

Summary of Bid Results					
Rank	Contractor	Base Bid Amount	Variance from Engineer's Estimate	Alternate Bid Amount	Variance From Engineer's Estimate
1	A-Lamp Concrete Contractors, Inc.	2,007,429	+6.8%	2,474,139	+5.1%
2	Bolder Contractors, Inc	2,268,786	+20.8%	2,815,687	+19.6%
	Engineer's Estimate	1,878,889		2,354,951	

Baxter & Woodman analyzed the bids received for conformance with the bidding requirements and comparison to the Engineer's Estimate of Probable Cost. Baxter & Woodman notes that the both of the bids exceed the cost estimate and state that the higher bids were most likely the result of the project's complexity and multiple types of construction. Specifically, an item by item analysis noted that the pay items for mobilization, traffic control, storm sewer and structure construction, overflow and diversion structures, and the MWRD mandated restrictor plate were higher than estimated. Also noted in conversation with the two contractors that submitted bids for the project is the anticipated difficulty of excavating through the shallow rock layer. The higher than estimated bid prices reflect the contractor's anticipated cost to construct the project in these conditions. Furthermore, we note that it is unusual for 15 bidders to pick up plans and specifications, but only to have received two bids for the project especially given the estimated construction cost of the project. We believe this bidding response further reflects the complexity and unique nature of the project.

6-C.1

Construction Contract / Engineering Services Agreement  
 Maple Avenue Relief Sewer (MARS) Project  
 Board Report – April 8, 2013 – Page 3

In the attached analysis from Baxter & Woodman, they find the low bidder, A-Lamp Concrete Contractors Inc. to be lowest, responsible, and responsive Bidder, and technically capable to perform the work as specified. Baxter & Woodman recommends awarding the contract to this firm in the amount of \$2,007,429. The overall project budget for the Maple Avenue Relief Sewer Project – Option 1 is as follows:

<b>MAPLE AVENUE RELIEF SEWER – OPTION 1</b>	<b>BUDGET</b>
<b>Expenses</b>	
<b>Engineering</b>	
Phase II – Development of Plans and Specifications	189,700
Phase III – Construction Engineering	172,275
<b>Subtotal</b>	<b>361,975</b>
<b>Construction</b>	
Construction – A- Lamp Concrete Contractors – Option 1 (to 7 <sup>th</sup> Avenue)	2,007,429
<b>Subtotal</b>	<b>2,007,429</b>
<b>Total</b>	<b>2,369,404</b>
<b>Funding Sources</b>	
Capital Projects Fund – FY2011-12 Budget (Engineering)	200,000
Capital Projects Fund - FY2013-14 Budget – MFT (Construction)	1,400,000
Capital Projects Fund - FY2013-14 Budget – MFT (Construction)	600,000
General Fund Reserves	170,000
<b>Total</b>	<b>2,370,000</b>

As detailed in the table above, the anticipated expenses for the project exceed the budget amount by approximately \$170,000. Staff proposes that General Fund Reserves be utilized for the additional funding needed for the project. We note for the Board that this proposed expenditure from the General Fund Reserves is a one-time expense on infrastructure improvements, rather than an annual operating expenditure. With General Fund reserves in excess of \$6.7 million and a fund balance above the minimum of our target range of 50.0%, it is our opinion that there are sufficient reserves available to fund the additional cost necessary to complete this segment of MARS. If the Village Board concurs with this recommendation on the use of General Fund reserves, a budget amendment will be required next fiscal year to recognize the additional expenditure within this Capital Improvement Fund line item. Also, a budget amendment would be required to recognize the additional transfer from the General Fund to the Capital Projects Fund.

6-c.2

Staff recommends awarding a contract to A-Lamp Concrete contractors for constructing MARS up to 7<sup>th</sup> Avenue (Option 1) at this time for the following reasons:

1. The MARS project is designed to increase capacity of the Village sewer system. Each additional segment of the project that is constructed increases the capacity of the system and provides additional relief to a limited capacity sewer system. Constructing the project at a later date will delay the benefits to be received from constructing additional segments of MARS.
2. The as bid cost reflects the cost to perform the work. The current scope of work has been already been refined to provide the best value for the Village. Staff does not anticipate different bid results should the project be re-bid.
3. Costs for this type of work are expected to increase over time as material and labor costs rise with inflation. All current funding in the proposed five capital improvement program is allocated towards specific projects. Therefore delaying the project to either (1) adjust funding between different future capital projects or (2) allow for additional reserves to build up with the Capital Projects is not possible.

As described above, separate bids were also received to construct MARS up to 6<sup>th</sup> Avenue. As an alternate to the recommendation provided above, the Board could consider constructing the MARS project up to 6<sup>th</sup> Avenue. A-Lamp Concrete Contractors also provided the low bid for this alternate (Option 2) in the amount of \$2,474,139, which is 5.0% above the engineer's estimate of probable cost. For comparison purposes, the cost per foot of pipe to construct up to 7<sup>th</sup> Avenue is \$1,687 per lineal foot, while the cost to construct the longer segment of MARS is \$1,617 per lineal foot. This economy of scale, represented by a 4.3% reduction in unit cost, is a function of fixed costs such as mobilization, insurance, traffic control, and other overhead costs being relatively independent from the length of pipe of constructed.

Staff has prepared an analysis of the budget impacts should the Board wish to consider allocating additional General Fund Reserve funds for constructing the project to 6<sup>th</sup> Avenue. The additional funds required from the General Fund Reserve balance to construct MARS to 6<sup>th</sup> Avenue is approximately \$640,000 as detailed in the below table.

<b>MAPLE AVENUE RELIEF SEWER – OPTION 2</b>	<b>BUDGET</b>
Expenses	
<b>Engineering</b>	
Phase II – Development of Plans and Specifications	189,700
Phase III – Construction Engineering	172,275
<b>Subtotal</b>	<b>361,975</b>
<b>Construction</b>	
Construction – A- Lamp Concrete Contractors – Option 2 (to 6 <sup>th</sup> Avenue)	2,474,139

6-C.3

Construction Contract / Engineering Services Agreement  
 Maple Avenue Relief Sewer (MARS) Project  
 Board Report – April 8, 2013 – Page 5

<b>Subtotal</b>	<b>2,474,139</b>
<b>Total</b>	<b>2,836,114</b>
<b>Funding Sources</b>	
Capital Projects Fund – FY2011-12 Budget (Engineering)	200,000
Capital Projects Fund - FY2013-14 Budget – MFT (Construction)	1,400,000
Capital Projects Fund - FY2013-14 Budget – MFT (Construction)	600,000
General Fund Reserves	640,000
<b>Total</b>	<b>2,840,000</b>

Given the amount of General Fund reserves available, as described earlier in this report, and the economies of scale to be derived from constructing a longer segment of sewer through the deep rock bed in this area, staff thought it was appropriate to highlight for the Village Board, consideration of Option 2.

Also attached for your consideration and approval is an agreement for the Phase 3 – Construction Engineering contract. We recommend Baxter & Woodman perform the construction management for this project based on their knowledge of this project and experience in this type of work. Baxter & Woodman proposes to complete all construction inspection, IDOT mandated documentation, preparation of all contractor payments and submission of as-built drawings for an amount not-to-exceed \$172,275. If approved, a task order with Baxter & Woodman will be executed for this work in accordance with their municipal engineering contract.

Since Motor Fuel Tax funds in the amount of \$1,400,000 are proposed to be utilized for the project, IDOT requires that the attached Resolution for Improvement by Municipality Under the Illinois Highway Code be approved. Staff recommends approval of this resolution.

The contract requires the contractor to complete the project within 75 working days (15 weeks.) We anticipate the schedule for the project as follows:

<u>Action</u>	<u>Date</u>
Award of Contract	April 8, 2013
Notice To Proceed	May 2, 2013
Substantial Completion	October 4, 2013

The contract documents specify that the contractor is to construct the project on block by block segments so as to minimize inconveniences for residents. The estimated timeline

6-c.4

Construction Contract / Engineering Services Agreement  
Maple Avenue Relief Sewer (MARS) Project  
Board Report – April 8, 2013 – Page 6

for the project provides for the roadway to be completed prior to the asphalt plants closing, which is typically around Thanksgiving.

In summary, we recommend approval of a contract with A-Lamp Concrete Contractors, Inc. in the amount of \$2,007,429 for the Maple Avenue Relief Sewer Project. The final amount of the contract will be based on the actual work performed by the contractor at the unit prices listed in the contract. Also, we recommend approval of a task order agreement with Baxter & Woodman for construction engineering services for the MARS project in the amount of \$172,275. Lastly, we recommend that a resolution be approved authorizing the expenditure of MFT funds in the amount of \$1,400,000.

6-4.5



March 28, 2013

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

**RECOMMENDATION TO AWARD**

***Subject: Village of La Grange – Maple Avenue Relief Sewer***

Dear Mr. Gillingham:

The following bids were received on Wednesday, March 27, 2013 for the subject project:

<b><u>Bidder</u></b>	<b><u>Option 1 Bid</u></b>	<b><u>Option 2 Bid</u></b>
A-Lamp Concrete	\$2,007,429.00	\$2,474,139.00
Bolder Contractors	\$2,268,786.00	\$2,815,687.00

Option 1 consists of project limits from Bluff Avenue to 7<sup>th</sup> Avenue, and Option 2 has project limits from Bluff Avenue to 6<sup>th</sup> Avenue. Our pre-bid opinions of probable construction cost for this Project were \$1,878,889.00 for Option 1 and \$2,354,951.00 for Option 2.

We analyzed each of the bids and find A-Lamp Concrete to be the lowest, responsible and responsive Bidder for both the Option 1 and Option 2 bids.

Following are two projects A-Lamp Concrete has successfully completed for our Clients:

**Project Name: 2012/2013 Street Reconstruction Program Stoneham Street**  
Client: City of Wood Dale, Illinois

Project Scope: Complete street reconstruction including pavement and sidewalk removal; new water main quality pipe storm sewers with inlets, catch basins, and manholes; water main and water service line relocations; erosion and sedimentation

31 S. Seymour  
Grayslake, IL 60030  
847.223.5088  
Fax 847.543.1661  
info@baxterwoodman.com

6-C.6



**Mr. Ryan Gillingham**  
**Village of La Grange**

**March 28, 2013**  
**101123.40 • Page 2**

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control; new curb and gutter, sidewalk and street pavement; block retaining walls; traffic control; lawn and parkway restoration; and other miscellaneous items of work.

Contract Value: Approximately \$ 600,000

**Project Name: 2009 MFT Street Reconstruction**  
Client: Village of South Elgin, Illinois

Project Scope: Complete street reconstruction including pavement and sidewalk removal; tree protection and pruning; new RCP and water main quality pipe storm sewers up to 30" diameter, inlets, catch basins, and manholes; water main and water service line relocations; pavement patching; erosion and sedimentation control; new curb and gutter, sidewalk and street pavement; pavement marking; traffic control; lawn and parkway restoration; and other miscellaneous items of work.

Contract Value: Approximately \$1,495,000

Based on our familiarity and past working relationships with this Bidder, and based on A-Lamp Concrete being an IDOT pre-qualified Contractor, we believe A-Lamp Concrete is qualified to complete either of the project's two Options.

Both bids from the two bidders were above the pre-bid Opinions of Probable Construction Cost for the project. It appears the project's complexity and multiple types of construction (street reconstruction and storm sewer construction; trenchless water main installation; sanitary sewer replacement, rock excavation; large diameter relief sewer construction; and the combined sewage overflow diversion and control and restrictor plate construction) resulted in the low number of bidders and higher costs. The difference between the Opinions of Cost and the bid amounts was due to larger costs for project mobilization, traffic control, storm sewer and structure construction, overflow and diversion structures, and the MWRD mandated restrictor plate. The difference between the two Option bids is based on Option 2 including one extra block (7<sup>th</sup> Avenue to 6<sup>th</sup> Avenue) of relief sewer and street reconstruction work.

6-C.7



**Mr. Ryan Gillingham**  
**Village of La Grange**

**March 28, 2013**  
**101123.40 • Page 3**

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If the Village chooses to award either one of the two options, we recommend award of the Option 1 Contract to A-Lamp Concrete in the amount of \$2,007,429.00 or award of the Option 2 Contract to A-Lamp Concrete in the amount of \$2,474,139.00.

A copy of our Tabulation of Bids spreadsheet is enclosed for the Village's records.

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

Steven M. Verseman, P.E.  
SMV:

Enc.

I:\Crystal Lake\LAGRV\101123-Maple Avenue\40-Design\Correspondence\As Sent\Letter of Recommendation to Award 2013 03 28.docx

6-2.8

VILLAGE OF LA GRANGE, ILLINOIS  
MAPLE AVENUE RELIEF SEWER - GCA/RPR  
TASK ORDER NO. 26

In accordance with Section 1.2 of the Master Contract dated April 25, 2011 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 26:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Maple Avenue Relief Sewer project. All terms and conditions of the master task order contract dated April 25, 2011 with the Village of La Grange shall apply.

**2. Project Schedule** (attach schedule if appropriate): The following schedule is anticipated:

April 8, 2013	Contract Award (Option No. 1 and No. 2)
April 8, 2013	Utility Coordination (Option No. 1 and No. 2)
April 12, 2013	Contract Execution by the Contractor (Option No. 1 and No. 2)
April 26, 2013	Contract Execution by the Village (Option No. 1 and No. 2)
May 2, 2013	Contract Approval by IDOT (Option No. 1 and No. 2)
May 2, 2013	Notice to Proceed (Option No. 1 and No. 2)
May 6, 2013	Construction Start (Option No. 1 and No. 2)
October 4, 2013	Substantial Completion (Option No. 1)
November 3, 2013	Substantial Completion (Option No. 2)

**3. Project Completion Date:**

November 29, 2013

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

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$172,275.

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

Not Applicable

All other terms and conditions remain unchanged.

**[signature page follows]**

cc-c, 9

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

\_\_\_\_\_  
Louis D. Haussmann, PE, PTOE  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
April 3, 2013  
Date

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Date

6-4-10

VILLAGE OF LA GRANGE, ILLINOIS  
MAPLE AVENUE RELIEF SEWER – GCA/RPR

EXHIBIT A

**PROJECT DESCRIPTION**

The Work included in this Project consists of HMA pavement reconstruction, water main, sanitary, and storm sewer installation, rock excavation, curb and gutter, traffic control and protection, and other miscellaneous work necessary to complete the improvements along Maple Avenue between La Grange Road and Bluff Avenue.

VILLAGE OF LA GRANGE, ILLINOIS  
MAPLE AVENUE RELIEF SEWER – GCA/RPR

EXHIBIT B

SCOPE OF SERVICES

1. PROJECT INITIATION & PUBLIC MEETING

- Prepare and review the Contract Documents of the awarded Contractor for approval by the Village.
- Attend preconstruction meeting and prepare minutes, review the Contractor's proposed construction schedule and list of subcontractors.
- Prepare exhibits, handouts, and presentation for Public Open House meeting. Present the Project at the Public Open House, take meeting minutes, and answer resident questions.

2. CONSTRUCTION ADMINISTRATION

- Prepare and review the Contractor's requests for payments as construction work progresses, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.
- Prepare Construction Contract Change Orders within the scope of the Project when authorized by the Village.
- Provide weekly updates on the construction progress to the Village.
- Provide Senior Design Engineer assistance as required to troubleshoot field conditions and coordinate with the Metropolitan Water Reclamation District of Great Chicago.

3. FIELD OBSERVATION

- Provide a Resident Project Representative at the construction site on a full-time basis for seventy-five (75) working days, as deemed necessary by the Engineers, to stake-out construction lines and grades, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. If the Contractor works in excess of 40 hours per week or on Saturdays, Sundays, or legal holidays, compensation will be at 1.5 times the normal rate. The Construction Contractor is a separate company from the Engineers. The Village understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, and sequences or procedures, time of performance, compliance with the Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.

- Provide the necessary baselines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.

#### 4. COMPLETION OF PROJECT & RECORD DRAWINGS

- Provide construction inspection services when requested by the Contractor/Village and respond to material deficiency notices. Prepare the Engineers' Final Pay Estimate for acceptance of the Project by the Village.
- Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Village with one set of reproducible record drawings and all equipment operation and maintenance manuals within ninety (90) days of the Project completion.

I:\Mokena\LAGRV\101123-MARS\60-Construction\Work\ESA\Exhibit B.Doc

VILLAGE OF LA GRANGE, ILLINOIS  
 MAPLE AVENUE RELIEF SEWER - GCA/RPR  
 SECTION NO.: 12-00088-00-FP

EXHIBIT C - CONSTRUCTION ENGINEERING

COST ESTIMATE OF CONSULTANT'S SERVICES IN DOLLARS

Route: Maple Avenue  
 Local Agency: Village of La Grange  
 Section: 12-00088-00-FP  
 Project: N/A  
 Job No.: N/A

\*Firm's approved rates on file with IDOT's  
 Bureau of Accounting and Auditing:  
 Overhead Rate 147%  
 Complexity Factor 0  
 Calendar Days 175  
 Anticipated Service from 3/4/13 to 10/4/13

- Method of Compensation:
- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
  - Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
  - Cost Plus Fixed Fee 3  14.5%[(2.8 + R)DL] + IHDC
  - Direct Labor Multiple
  - Specific Rate
  - Lump Sum

2009 Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	In-House Direct Costs	Services by Others	Profit	Total
PROJECT INITIATION & PUBLIC MEETINGS	SR. ENGR. III	32	\$52.32	\$1,674.00	\$2,461.00	\$44.00		\$618.00	\$4,797.00
	ENGR. III	32	\$38.63	\$1,236.00	\$1,817.00	\$44.00		\$458.00	\$3,555.00
	ENGR. TECH. III	22	\$37.87	\$833.00	\$1,225.00			\$304.00	\$2,362.00
CONSTRUCTION ADMINISTRATION, SUBMITTAL REVIEW, MWRD COORDINATION	CLERICAL I	16	\$25.07	\$401.00	\$589.00			\$147.00	\$1,137.00
	SR. ENGR. III	80	\$52.32	\$4,186.00	\$6,153.00			\$1,530.00	\$11,869.00
	ENGR. III	120	\$38.63	\$4,636.00	\$6,815.00	\$110.00		\$1,710.00	\$13,271.00
FIELD OBSERVATION & CONSTRUCTION LAYOUT	ENGR. TECH. III	16	\$37.87	\$606.00	\$891.00			\$221.00	\$1,718.00
	CLERICAL I	8	\$25.07	\$201.00	\$295.00	\$75.00		\$84.00	\$655.00
	ENGR. III	24	\$38.63	\$927.00	\$1,363.00	\$66.00		\$348.00	\$2,704.00
COMPLETION OF PROJECT & RECORD DRAWINGS	ENGR. TECH. III	840	\$37.87	\$31,811.00	\$46,762.00	\$1,888.00		\$11,897.00	\$92,358.00
	CAD/GIS/SURVEY TECH. II	200	\$30.92	\$6,184.00	\$9,090.00	\$222.00		\$2,292.00	\$17,788.00
	ENGR. III	16	\$38.63	\$618.00	\$908.00			\$226.00	\$1,752.00
MATERIAL TESTING	ENGR. TECH. III	40	\$37.87	\$1,515.00	\$2,227.00	\$110.00		\$570.00	\$4,422.00
	CAD/GIS/SURVEY TECH. II	72	\$30.92	\$2,226.00	\$3,272.00	\$66.00		\$823.00	\$6,387.00
<b>TOTALS</b>		<b>1,518</b>		<b>\$57,054.00</b>	<b>\$83,868.00</b>	<b>\$2,625.00</b>	<b>\$7,500.00</b>	<b>\$21,228.00</b>	<b>\$172,275.00</b>

(3% Payroll Rate Increase over 2012)

CONSTRUCTION ENGINEERING TOTAL NOT TO EXCEED

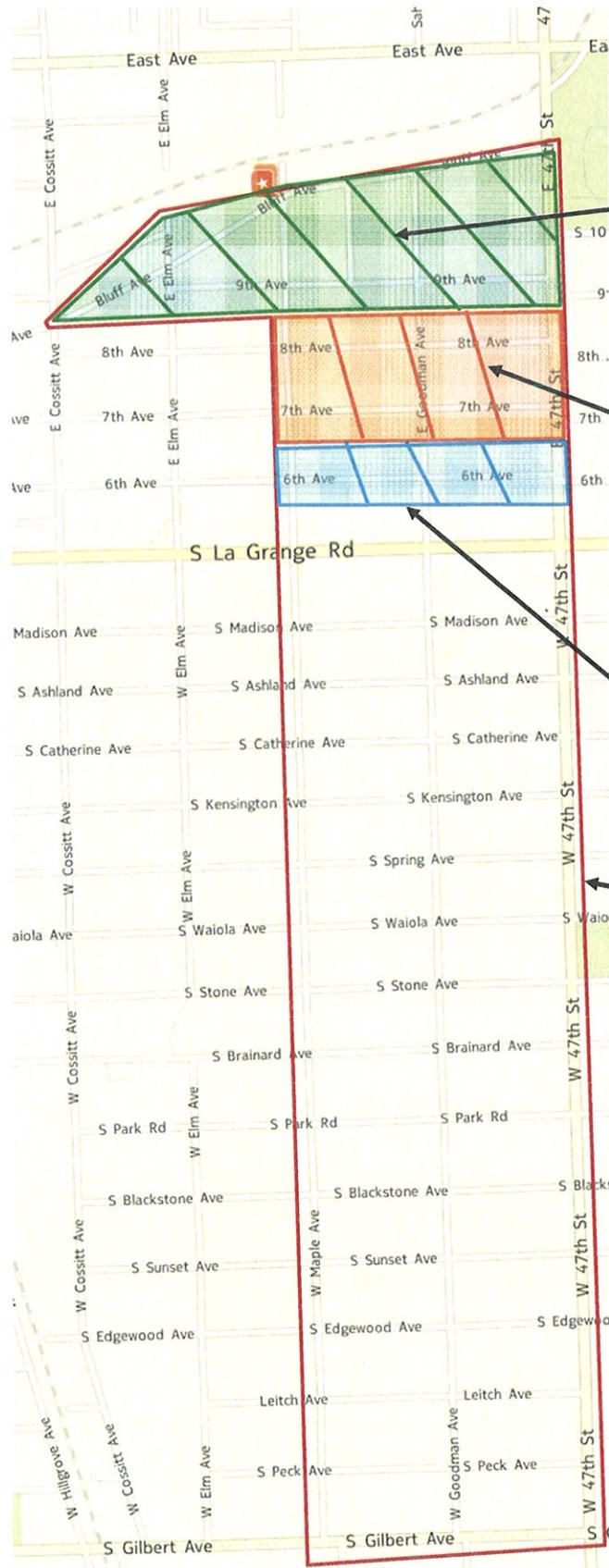
\$172,275.00

In-House Direct Costs:  
 VEHICLE EXPENSES: TRAVEL - 4,596 MI @ CURRENT IRS RATE (\$0.555 FOR ESTIMATING PURPOSES) = \$2,550.00  
 PRODUCTION, ADMINISTRATION, POSTAGE: \$75.00

Services by Others:  
 MATERIAL TESTING: Seeco Consultants \$7,500.00

G-C, M

**Maple Avenue Relief Sewer (MARS) – Tributary Drainage Area**



MARS Drainage Area Already Online, Approx. 43 Acres

Option 1 - Drainage Tributary Area From Bluff Ave to 7th Ave, Approx. 24 Acres

Option 2 - Drainage Tributary Area From 7th Ave to 6th Ave, Approx. 12 Acres

Total MARS Drainage Tributary Area, Approx. 255 Acres

**Summary Table**

- \* Total MARS Drainage Tributary Area is approx. 255 Acres
- \* Total MARS Drainage Area Already Constructed/Online is approx. 43 Acres
- \* Option 1 Total Tributary Drainage Acreage is approx. 24 Acres
- \* Option 2 Total Tributary Drainage Acreage is approx. 12 Acres

6-C.15



BE IT RESOLVED, by the 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: Maple Avenue, N/A, Bluff Avenue, 7th Avenue.

BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Construction of the Maple Avenue Relief Sewer project. This work includes HMA pavement, water main, sanitary and storm sewer installation, rock excavation, curb and gutter and other incidental and miscellaneous items of work.

and shall be constructed 28-FT wide and be designated as Section 12-00088-00-FP

2. That there is hereby appropriated the (additional Yes No) sum of One Million Four Hundred Thousand and 00/100 Dollars ( \$1,400,000.00 ) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

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

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

Approved
Date
Department of Transportation
Regional Engineer

I, Thomas Morsch Clerk in and for the Village of La Grange City, Town or Village County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees Council or President and Board of Trustees at a meeting on April 8, 2013 Date IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of (SEAL) City, Town, or Village Clerk

Handwritten signature/initials: 6-C, 16

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

**BOARD REPORT**

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

**FROM:** Robert J. Pilipiszyn, Village Manager,  
Mark Burkland Village Attorney  
Mike Holub, Police Chief  
Lou Cipparrone, Finance Director

**DATE:** April 4, 2013

**RE:** **PROPOSED INCREASE IN PARKING FINES AND PARKING DECALS**

---

The Village FY 2013-14 Operating and Capital Improvements budget includes scheduled increases in parking fines, commuter decals and residential parking decals. Parking fines consist of traffic and pedestrian violations of local ordinances (i.e. parking tickets, expired license plates, window obstructions, etc.). Fines are scheduled to increase from \$30.00 to \$35.00 per violation, except for the handicapped parking fine which is regulated by State law. This increase will help to offset part of the cost of police personnel and customer service related to the management of the Village's parking system. Parking fines were last increased in May 2008.

Monthly parking rates reflect increased fees of \$5.00 per month for commuter and residential decal parking permits. These proposed increases are consistent with the parking study recommendation to increase parking decal rates in smaller, scheduled increments on consistent intervals (four to five years) rather than larger increases with less frequency. Increases in parking decals are necessary to offset rising personnel costs for enforcement and maintenance of Village lots. Commuter and residential decals rates were last increased in May 2008.

Both parking fines and decal rates are regulated by schedules within Village ordinances. The rate schedules can be updated with the approval of the Village Board without making changes to the actual ordinance. We recommend the Village Board approve the attached schedules increasing parking fines and parking decals rates, effective May 1, 2013.

VILLAGE OF LA GRANGE  
 PROPOSED PARKING FINE SCHEDULE  
 MAY 2013

Description	Proposed Fine	Proposed Overdue
Prohibited Zones	35.00	60.00
After 2" Snow Fall	35.00	60.00
1 / 2 / 3 Hour Zones	35.00	60.00
1 / 2 / 3 Hour Zones 2 <sup>nd</sup> same day	35.00	60.00
No Parking Zone	35.00	60.00
Manner of Parking	35.00	60.00
Vehicle for sale on street	35.00	60.00
Curb/Loading zone	35.00	60.00
Alley Parking	35.00	60.00
Taxi Stand	35.00	60.00
Bus Stop	35.00	60.00
Overnight on street	35.00	60.00
No Decal in Lots	35.00	60.00
Private Parking	35.00	60.00
Commercial vehicle in residential zone	35.00	60.00
Handicapped Zones	250.00	350.00
24-Minute Meter	35.00	60.00
24-Minute meter same day	35.00	60.00
Meter Feeding	35.00	60.00
4 Hr. to 10 Hr. Meter	35.00	60.00
4 Hr. to 10 Hr. Meter same day	35.00	60.00

6-D.1

MUNICIPAL PARKING RATES (Proposed May 1, 2013)		
LOT	MONTHLY RATE	PARKING DURATION
<b>I. RESIDENT DAY &amp; NIGHT</b>		
* 2	\$45	Day/Night (24 hrs)
* 5	\$45	Day/Night (24 hrs)
* 9A	\$55	Day/Night (24 hrs)
Second decal	\$60	Day/Night (24 hrs)
<i>* Designated areas only</i>		
<b>II. RESIDENT OVERNIGHT ONLY</b>		
* Lots 2, 5, 9A, 11, 12, 13 Zone S	\$35	Night Only (2 a.m. to 6 a.m.)
Second decal	\$45	Night Only (2 a.m. to 6 a.m.)
<i>* Designated areas only</i>		
<b>III. CENTRAL BUSINESS DISTRICT (CBD) EMPLOYEES</b>		
* Lots 2, 4, 5, or Parking Structure	\$20	Day Only
<i>* Designated areas only</i>		
<b>IV. COMMUTERS - RESIDENTS / NON-RESIDENTS</b>		
Lot 11	\$45 / \$55	6 am to 6 pm
Lot 12	\$40 / \$50	6 am to 6 pm
Lot 13	\$50	6 am to 6 pm
Lot 14	\$30	6 am to 6 pm

6-P.2

**MUNICIPAL PARKING RATES**

(Proposed May 1, 2013)

**IV. COMMUTERS - RESIDENTS / NON-RESIDENTS continued**

Zone A	\$50	6 am to 6 pm
Zone B	\$45	6 am to 6 pm
Zone C	\$50	6 am to 6 pm
Zone D	\$45	6 am to 6 pm
Zone E	\$35	6 am to 6 pm
Zone G	\$30	6 am to 6 pm
Zone S	\$45	6 am to 6 pm

**V. LTHS STUDENTS**

Zone H	\$25	6 am to 6 pm
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6-0.3

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

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

FROM: Bob Pilipiszyn, Village Manager  
Ryan Gillingham, Public Works Director  
Lou Cipparrone, Finance Director

DATE: April 4, 2013

RE: **ORDINANCE – PROPOSED INCREASE IN THE VILLAGE’S WATER RATE**

---

The Water Fund was established as an enterprise fund to finance the cost of operating, maintaining and replacing the Village’s water distribution system. Our goal is to maintain Water Fund reserves at about 50% of operating expenses. The Water Fund reserve balance as of April 30, 2012 is approximately 31% percent of annual operating expenses.

It has been a longstanding Village policy to “pass on” water rate increases from the Village of McCook which supplies Lake Michigan water to the Village. McCook receives Lake Michigan water directly from the City of Chicago. The City of Chicago announced water rate increases in the amounts of 25%, 15%, 15% and 15% over four years starting on January 1, 2012.

In order for the Water Fund to continue to 1) fund ongoing operations including the water rate increase from the City of Chicago, 2) fund the water meter replacement program/pumping station bonds 3) remain active with the replacement of water mains as part of the neighborhood street replacement program, 4) replace mains where known deficiencies exist within the system and 5) rebuild/maintain reserves; water rate increases in the amount of 15%, 7.5%, 7.5% and 7.5% were recommended by Village staff and included in the proposed Water Fund budget over four fiscal years starting May 1, 2012.

The 15% increase for FY 2012-13 included 10% for the City of Chicago rate increase and 5% to fund bonds issued for the water meter replacement program. At the budget workshop held on March 8, 2013, the Village Board reduced the proposed water rate increase from 7.5% to 6.0% for FY 2013-14, so as to only pass on to residents the increased cost of water from the City of Chicago. The additional rate increases of 1.5% in subsequent years include funding for operations, capital improvements and reserves, pending the results of the water meter replacement program.

6-E

It is estimated that the 6.0% increase will cost homeowners approximately \$50 annually. The Village will reevaluate the need for subsequent increases on an annual basis during budget preparation in future years.

While we have developed this plan based on the proposed City of Chicago rate increases, we will evaluate future Village water rate increases, one year at a time, pending actual rate increases from McCook and Chicago.

Please note the Village rate increases are significantly less than the City of Chicago rate increases as they are primarily applied to the cost of the water purchased in the Water Fund, which is just one component of the total expenses for providing water to residents.

Please note the water rate increases do not take into account any increase in revenues due to improved water accuracy which we expect to achieve as a result of the water meter replacement project. Should revenues increase due to improved meter accuracy, future water rate increases could be reduced or eliminated to reflect the additional revenue. Water rates will continue to be reviewed on an annual basis.

Sewer service fees are based on the cubic feet of water used by a property owner multiplied by a separate sewer rate. Therefore, an increase in the water rate does not affect sewer revenues.

Attached is an ordinance which increases La Grange's existing water rates by 6.0% from \$6.687 per one hundred cubic feet to \$7.088 per one hundred cubic feet, effective May 1, 2013. We recommend that the attached ordinance be approved.

6-E.1

ORDINANCE NO. O-13-\_\_\_\_\_

AN ORDINANCE AMENDING  
CHAPTER 52/WATER SERVICE  
OF THE LA GRANGE CODE OF ORDINANCES

Published in pamphlet form by the authority of the Board of Trustees of the Village of La Grange, County of Cook, Illinois and legally, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, County of Cook, State of Illinois, that its Code of Ordinances be amended as follows:

SECTION 1: That Section 52-72, Water Rates, of Chapter 52, WATER SERVICE, of the La Grange Code of Ordinances, as amended, be further amended by adding thereto:

(a) (Rates based on actual consumption)

(1) Low to normal users. The rates for water supplied by the Village, except for water used in building construction work shall be as follows for water used and billed in each bi-monthly period:

- a. Minimum charge per meter (600 cubic feet) ..... \$47.214
- b. All over 600 cubic feet, per 100 cubic feet ..... \$7.088

(2) High water users. The rates for water supplied by the Village, except for water used in building construction work, for all accounts with an average monthly water usage in excess of three thousand, three hundred, thirty three (3,333) cubic feet, shall be as follows for water used and billed in each monthly period:

- a. Minimum charge per meter (300 cubic feet) ..... \$23.610
- b. All over 300 cubic feet, per 100 cubic feet ..... \$7.088

SECTION 2: That all other provisions of said Chapter 52 shall remain in full force and effect.

6-E,2

SECTION 3: This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

6-E.3

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

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

FROM: Bob Pilipiszyn, Village Manager  
Ryan Gillingham, Public Works Director  
Lou Cipparrone, Finance Director

DATE: April 4, 2013

RE: **ORDINANCE – PROPOSED INCREASE IN THE VILLAGE’S SEWER  
RATE**

---

The Sewer Fund was established many years ago as an enterprise fund to pay for the maintenance and replacement of the Village’s sanitary sewer system (as compared to storm sewer and combined storm and sanitary sewer work, which is funded through the Capital Project Fund). The Sewer Fund will however contribute towards but not fully fund, the maintenance and replacement of work involving combined sewers. Our goal is to maintain Sewer Fund reserves at about 50% of operating expenses. The Sewer Fund reserve balance as of April 30, 2012 was approximately 40 percent of annual operating expenses. However, after the completion of the Poplar Place Sewer Improvement Project in FY2012-13, the reserve balance falls to less than 1% of annual operating expenses.

As sewer fees are the sole source of revenue in the Sewer Fund, rate increases are necessary for revenues to keep pace with the increasing cost of operations. Historically, the Village has implemented smaller increases over a period of several years, rather than a larger increase all at once. The last sewer rate increase was a series of 5% increases from FY 2003-04 to FY 2007-08.

In order to provide funding for projected operations and capital expenditures, and to rebuild sewer reserves, staff recommends planned sewer rate increases of 10% each year, for three consecutive years, beginning in FY 2013-14. It is estimated that an increase of 10% in the current sewer rate represents an annual total increase of approximately fifteen dollars (\$15.00) for an average La Grange household. As we continue with repairs and main replacement we may need to consider additional rate increases to fund sewer projects and maintain adequate reserves.

Similar to water, the sewer rate increase does not take into account any increase in revenue due to improved water accountability which is anticipated as a result of the water meter replacement project. Should revenues increase due to improved meter accuracy, future sewer rate increases as currently planned, could be reduced or eliminated to reflect the additional revenue. Sewer rates will continue to be reviewed on an annual basis.

6-F

Sewer service fees are based on the cubic feet of water used by a property owner multiplied by the separate sewer rate. Therefore, an increase in the sewer fee does not affect water charges.

The sewer rate increase was discussed at the budget workshop held in March. At that time, a majority of the Village Board expressed support for the rate increase for the reasons described above, but also stipulated that they should be reviewed annually against increased revenues resulting from increased water accountability. Consequently, the sewer rate increase has been included as part of the final FY 2013-14 Operating and Capital Improvements Budget.

Attached is an ordinance which increases La Grange's existing sewer rates by 10% from \$.730 per one hundred cubic feet to \$.803 per one hundred cubic feet, effective May 1, 2013. We recommend that the attached ordinance be approved.

6-F.1

ORDINANCE NO. O-13-\_\_\_\_\_

AN ORDINANCE AMENDING  
CHAPTER 51/SEWER SERVICE  
OF THE LA GRANGE CODE OF ORDINANCES

Published in pamphlet form by the authority of the Board of Trustees of the Village of La Grange, County of Cook, Illinois and legally, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BE IT ORDAINED by the President and Board of Trustees of the Village of La Grange, County of Cook, State of Illinois, that its Code of Ordinances be amended as follows:

SECTION 1: That Section 51-82, User Rates, of Chapter 51, SEWER USE, of the La Grange Code of Ordinances, as amended, be further amended by adding thereto:

(a) (User rate)

- (1) The user rate shall be and is hereby established for the use of, and for sewers supplied by, the wastewater facility of the Village. The rate after May 1, 2013, shall be \$.803 per one hundred (100) cubic feet of water purchased by the user, with a minimum charge of \$5.36 for each two-month billing period applied to all user whose water consumption does not exceed six hundred (600) cubic feet and with a minimum charge of \$2.68 for each one-month billing period applied to all users whose water consumption does not exceed three (300) hundred cubic feet.

SECTION 2: That all other provisions of said Chapter 51 shall remain in full force and effect.

SECTION 3: This ordinance shall be in full force and effect ten (10) days after its passage, approval and publication in pamphlet form for review at the La Grange Village Offices and the La Grange Public Library.

6-F.2

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

AYES \_\_\_\_\_

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

6-F-3

VILLAGE OF LA GRANGE  
Finance Department

**BOARD REPORT**

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

FROM: Bob Pilipiszyn, Village Manager,  
Lou Cipparrone, Finance Director,  
Joe Munizza, Assistant Finance Director

DATE: April 4, 2013

RE: **RESOLUTION — APPROVING THE FY 2013-14 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET**

---

Tonight, the Village Board is considering adoption of the Village's annual Operating and Capital Improvements Budget for the fiscal year beginning May 1, 2013. The budget is the Village's most important policy document as it sets forth the Village's spending priorities over the next 5 years and how those priorities will be funded. Six separate budget discussions were required over the past eight months to develop this final budget document and 5-year financial plan. In addition, a public hearing was held earlier this evening to provide residents with a final opportunity to comment on the proposed budget document.

The budget development process for FY 2013-14 was different than it has been in the past. Most notably, the Village Board conducted a series of pre-budget development workshops last fall for the purpose of discussing sensitive budgetary issues and individual trustee concerns regarding Village finances over the long term. After considerable discussion, consensus direction was provided to Village staff regarding personnel expenses, and major revenues and expenditures, in developing the FY 2013-14 budget document.

Based on the direction which was provided, coupled with continued administration of the Village's comprehensive and multi-year cost containment plan, the proposed budget projects a balanced budget for each of the next five fiscal years in the General Fund. Reserves continue to remain at or above our minimum target range.

As a result of this fiscal recovery effort, the Village Board was able to consider several budget management options within the General Fund at its budget workshop in March. They were as follows:

- 1) Defer the scheduled 1.0% increase in the Village's utility tax by one additional year (to FY 2015-16) and still maintain a projected surplus in FY 2014-15;
- 2) Restore funding to a program or service which was reduced as part of the Village's cost containment plan; or

6-6

- 3) Adopt the General Fund budget as proposed, in order to work through several financial uncertainties during the upcoming fiscal year, such as: how the State of Illinois will handle its budget crisis and its potential impact on local government revenues; fees to be assessed against employers to help fund national health care; and reduced simplified telecommunications tax revenues.

It was the consensus direction of the Village Board to conservatively adopt the General Fund budget as proposed.

Although the Village's operating budget has been impacted by fiscal containment efforts, capital expenditures of approximately \$5.9 million remain budgeted in FY 2013-14. This total consists of \$2.0 million for the next stage of the Maple Avenue Relief Sewer project; \$940,000 in street resurfacing and reconstruction; \$885,000 for the renovation of Stone Avenue Station; \$835,000 for water pumping station improvements and completion of the water meter replacement project; \$391,000 for pedestrian safety improvements; \$301,000 for debt service related to the residential streetlight program; \$194,000 for tree planting and removal due to the Emerald Ash Borer; \$115,000 for roof repairs at Village Hall and replacement of the plaza fountain; and approximately \$160,000 in miscellaneous public improvements and major maintenance activities.

The Village is able to maintain this progressive capital improvements plan primarily due to grant funding secured through State agency appropriations and State capital bill, and Federal stimulus monies. Over the past five years the Village has secured over \$9.4 million in grant funds which leveraged over \$18.1 million in capital improvements.

For purposes of financial planning, the \$300,000 in "new/unassigned" annual revenue beginning in FY 2018-19 from the retirement of the residential streetlight bond issue has been programmed for capital improvements and thus serves to restore the historical \$1.0 million annual transfer from the General Fund to the Capital Projects Fund.

Please find attached a summary of revenue and expenditure adjustments which reconciles the preliminary FY 2013-14 budget to the final FY 2013-14 budget. Adjustments reflected in the reconciliation are as follows:

- 1) Miscellaneous Revenue was increased to reflect funds received from the settlement of a class action lawsuit against the Village's previous health insurance brokerage firms.
- 2) At the direction of the Village Board, the water rate increase was adjusted to only include "passing on" the water rate increases from the City of Chicago.
- 3) The Police Department budget was adjusted to reflect settlement of the police union contract through arbitration.

6-5-1

- 4) The Public Works Department line item budgets for Overtime and Snow & Ice Control were adjusted due to numerous snow events in February and March, resulting in increased expenditures for snow plowing and salt.

Also attached you will find a resolution approving the Village budget for FY 2013-14. Only the FY 2013-14 operating and capital improvement budget is required to be adopted tonight. Subsequent fiscal year budgets through FY 2017-18 are presented for informational purposes. The five year projections provide a comprehensive planning tool for forecasting revenues and expenditures for future years, in order to maintain the Village's strong financial position over the long term.

In summary, the proposed budget is a responsible budget. It is one that is balanced between recognizing the downward pressure on our financial means, sensitive to financial challenges being experienced by taxpayers, but at the same time, maintains community vitality through the delivery of core Village services in a cost-effective manner.

We recommend that the attached resolution, adopting the FY 2013-14 Operating and Capital Improvements Budget, be approved.

**VILLAGE OF LA GRANGE - VILLAGE BUDGET ADJUSTMENTS**  
**FY 2012-13 THROUGH FY 2017-18**

**SUMMARY OF ADJUSTMENTS**

	2012-13 <u>EST ACT</u>	2013-14 <u>BUDGET</u>	2014-15 <u>BUDGET</u>	2015-17 <u>BUDGET</u>	2016-17 <u>BUDGET</u>	2017-18 <u>BUDGET</u>
<b>REVENUES-ALL FUNDS</b>						
Proposed All Funds Revenues	25,519,404	28,806,771	25,829,256	27,424,003	27,154,746	27,784,535
Revised All Funds Revenues	25,564,404	28,751,771	25,774,256	27,369,003	27,099,746	27,729,535
All Funds-Revenue Adjustments Increase / (Decrease)	45,000	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)
<b>EXPENDITURES-ALL FUNDS</b>						
Proposed All Funds Expenditures	(23,764,371)	(31,341,995)	(23,795,163)	(26,694,436)	(25,950,540)	(25,785,638)
Revised All Funds Expenditures	(23,796,750)	(31,325,711)	(23,736,030)	(26,632,498)	(25,885,833)	(25,718,022)
All Funds-Expenditures Adjustments (Increase) / Decrease	(32,379)	16,284	59,133	61,938	64,707	67,616

**DETAIL OF ADJUSTMENTS**

**REVENUES - GENERAL FUND**

	2012-13 <u>EST ACT</u>	2013-14 <u>BUDGET</u>	2014-15 <u>BUDGET</u>	2015-17 <u>BUDGET</u>	2016-17 <u>BUDGET</u>	2017-18 <u>BUDGET</u>
<u>Fund</u> <u>Account</u> <u>Description</u>						
General    01-00-58-5899    Misc. Rev-Marsh Class Action Settlement	45,000	-	-	-	-	-
Total General Fund Revenue Adjustments Increase / (Decrease)	45,000	-	-	-	-	-

**REVENUES - OTHER FUNDS**

Water    50-00-52-5200    Water Sales - Reduce Rate Increase from 7.5% to 6% (City of Chicago Increase)	-	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)
Total Other Funds Revenue Adjustments Increase / (Decrease)	-	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)
Total All Funds Revenue Adjustments Increase / (Decrease)	45,000	(55,000)	(55,000)	(55,000)	(55,000)	(55,000)

**EXPENDITURES - GENERAL FUND**

	2012-13 <u>EST ACT</u>	2013-14 <u>BUDGET</u>	2014-15 <u>BUDGET</u>	2015-17 <u>BUDGET</u>	2016-17 <u>BUDGET</u>	2017-18 <u>BUDGET</u>
<u>Fund</u> <u>Account</u> <u>Description</u>						
Police    01-07-60-6000    Salaries - Arbitration Settlement	28,686	56,284	59,133	61,938	64,707	67,617
Dpw    01-11-60-6002    Overtime - Snowplowing	(18,064)	-	-	-	-	-
Dpw    01-11-62-6265    Snow & Ice Control / Salt Exp	(43,000)	(40,000)	-	-	-	-
Total General Fund Expenditure Adjustments (Increase) / Decrease	(32,378)	16,284	59,133	61,938	64,707	67,617

**EXPENDITURE - OTHER FUNDS**

n/a    n/a    n/a	-	-	-	-	-	-
Total Other Funds Expenditure Adjustments (Increase) / Decrease	-	-	-	-	-	-
Total All Funds Expenditure Adjustments (Increase) / Decrease	(32,378)	16,284	59,133	61,938	64,707	67,617

**GENERAL FUND SURPLUS/(DEFICIT)**

Proposed General Fund Surplus/(Deficit)	147,110	65,721	204,902	113,651	71,112	24,222
ADD: General Fund Revenue Adjustments Increase / (Decrease)	45,000	-	-	-	-	-
LESS: General Fund Expenditure Adjustments (Decrease) / Increase	(32,378)	16,284	59,133	61,938	64,707	67,617
Revised General Fund Surplus / (Deficit)	159,732	82,005	264,035	175,589	135,819	91,839

6-6.3

VILLAGE OF LA GRANGE

A RESOLUTION ADOPTING THE FY 2013-14 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET

RESOLUTION R-13-\_\_\_\_\_

BE IT RESOLVED that the President and Board of Trustees of the Village  
of La Grange adopt the FY 2013-14 Operating and Capital Improvements  
Budget as set forth in the budget documents as attached hereto and made a  
part hereof.

Adopted this 8<sup>th</sup> day of April, 2013, pursuant to a roll call vote as follows:

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

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

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

Approved by me this 13<sup>th</sup> day of April, 2013

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

ATTEST:

\_\_\_\_\_  
Thomas Morsch, Village Clerk

6-Gr.4