

**VILLAGE OF LA GRANGE
BOARD MEETING**

MONDAY, AUGUST 26, 2013

7:30 p.m.

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

**Thomas E. Livingston
Village President**

**John Burns
Village Clerk**

VILLAGE OF LA GRANGE
BOARD OF TRUSTEES REGULAR MEETING

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

AGENDA

Monday, August 26, 2013 – 7:30 p.m.

1. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE
 - Trustee Holder*
 - Trustee Kuchler*
 - Trustee Langan*
 - Trustee McCarty*
 - Trustee Nowak*
 - Trustee Palermo*
 - President Livingston*

2. PRESIDENT'S REPORT
 - This is an opportunity for the Village President to report on matters of interest or concern to the Village.*

 - A. Appointments & Re-appointments – Advisory Boards and Commissions

 - B. Appointment – Zoning Board of Appeals

 - C. Appointment – Board of Fire and Police Commissioners

 - D. Proclamation – Community Diversity Group 22nd Annual Race Unity Rally

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS
 - This is the opportunity for members of the audience to speak about matters that are included on this Agenda.*

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

 - A. Cossitt Avenue Resurfacing Project From Gilbert Avenue to Brainard Avenue: (1) Preliminary Engineering Services Agreement for Federal Participation; (2) Engineering Task Order; (3) Local Agency Agreement for Federal Participation

Cossitt Avenue Water Main Replacement Project from Gilbert Avenue
to Leitch Avenue (1) Engineering Task Order

- B. Resolution – Ratification of Collective Bargaining Agreement
Between the Village of La Grange and Illinois Fraternal Order of
Police Labor Council (Telecommunicators)
- C. Award of Contract – (1) Construction of Hillgrove Avenue Sidewalk
Improvement Project; (2) Construction Engineering Services
Agreement
- D. Award of Contract – Village Hall Painting-Dormers and Soffits
- E. Ordinance – Disposal of Surplus Property – Forfeited Vehicle
- F. Minutes of the Village of La Grange Board of Trustees Regular
Meeting, Monday, July 8, 2013
- G. Consolidated Voucher 130722
- H. Consolidated Voucher 130812
- I. Consolidated Voucher 130826

5. CURRENT BUSINESS

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

- A. Special Event – La Grange Business Association “West End Art
Festival” and “An Evening of Art & Jazz”: *Referred to Trustee Nowak*
- B. Appointments to La Grange 2020 Task Force: *Referred to President
Livingston*

6. MANAGER’S REPORT

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

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

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

8. EXECUTIVE SESSION

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

9. TRUSTEE COMMENTS

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

10. ADJOURNMENT

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

PRESIDENT'S REPORT

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

TO: Board of Trustees, Village Clerk and Village Attorney
FROM: Thomas E. Livingston, Village President
DATE: August 26, 2013
RE: **APPOINTMENTS AND RE-APPOINTMENTS —
ADVISORY BOARDS AND COMMISSIONS**

The term of service for several members of our various advisory boards and commissions expired in May, 2013. At this time, I respectfully submit the following appointments and re-appointments for your consideration. Each person listed below has been contacted and expressed a desire to either begin or continue to serve the Village in the capacity indicated.

I recommend that these appointments and reappointments be approved.

Board/Commission	Name	Address	Term
Board of Fire and Police Commissioners – oversees certain personnel matters within the Fire and Police Department (i.e. – original appointments, promotional vacancies, hearings of charges, removals, suspensions and discharges).	Mark A. Lies II (R)	437 S. Spring Ave	2016
Community and Economic Development Commission – advice and assistance on matters related to economic development and relationships among residential neighborhoods and commercial areas within the Village.	Rebecca Wimbush (R)	307 W. Harris	2016

Board Report
 RE: Appointments and Re-Appointments —
 Advisory Boards and Commissions
 August 26, 2013 — Page 2

Board/Commission	Name	Address	Term
Design Review — reviews matters related to the CBD Facade Renovation/ Restoration Program; reviews and offers recommendations on Design Review applications; reviews appeals denying sign permits; considers matters related to the display of public art.	Andrea Barnish (R)	1101 W. Cossitt	2016
	Tim Reardon (R)	21 S. La Grange Rd.	2016
Emergency Telephone System Board — establishes a 9-1-1 emergency telephone system; monitors funds.	William Holder (R)	611 S. Waiola	2014
Environmental Quality Control Commission — inventories sources of environmental pollution which may have a harmful effect upon the public health, safety and welfare of the residents of the village.	Glenn Wentick (R)	103 E. Cossitt Ave	2016
	Richard Battistoni (R)	900 S. Spring Ave	2016
Plan Commission — reviews and recommends applications for special use permits, planned development approval, site plan approval, amendments to the Zoning Code.	Greg Paice (R)	216 S. Madison Ave	2016
	Jerry Reich (R)	19 N. Drexel Ave	2016
	Wayne Kardatzke (R)	79 S. Seventh Ave	2016
Police Pension Board — decides matters relating to the Police Pension fund.	Lou Cipparraone (R)		2015
Zoning Board of Appeals — reviews and recommends applications for zoning variations.	Ellen Brewin (R)	217 S. Park	2018

R — denotes re-appointments

T — denotes transfer

No annotation means new appointment

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VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Thomas E. Livingston, Village President

DATE: August 26, 2013

RE: **APPOINTMENT — ZONING BOARD OF APPEALS**

A vacancy was created on the Zoning Board of Appeals (ZBA) when Nathaniel Pappalardo, a member of the ZBA since 1982 recently resigned.

To fill Mr. Pappalardo's expired term on the Zoning Board of Appeals, I hereby submit the appointment of Mr. David Schwartz for your approval. David lives at 443 S. Madison Avenue and has been a member of the Community and Economic Development Commission since 2011.

I have spoken with Mr. Schwartz and he has indicated his willingness to serve as a Commissioner on the Zoning Board of Appeals.

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VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Thomas E. Livingston, Village President

DATE: August 26, 2013

RE: **APPOINTMENT — BOARD OF FIRE AND POLICE COMMISSIONERS**

A vacancy was recently created on the Board of Fire and Police Commissioners (BOFPC), when Kathy Schwappach, a member of the BOFPC since 2010, relocated out-of-state and has resigned her position on the Board.

To fill Ms. Schwappach's unexpired term on the Board of Fire and Police Commissioners, I hereby submit the appointment of Ms. Elyse Hoffenberg for your approval. Elyse lives at 1030 S. Stone Avenue, and has indicated her willingness to serve as a member of the Board of Fire and Police Commissioners for a term to expire in the year 2014.

A copy of Elyse's resume has been delivered under separate cover.

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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

DATE: August 26, 2013

RE: **PROCLAMATION - COMMUNITY DIVERSITY GROUP**
22nd ANNUAL RACE UNITY RALLY

The CommUNITY Diversity Group will hold its 22nd Annual Race Unity Rally in the Village Hall Auditorium on Sunday, September 8, 2013 beginning at 3:00 p.m. The CommUNITY Diversity Group has asked the Village to proclaim Sunday, September 8, 2013 "Race Unity Day" in La Grange.

The unity rally is a recognition and appreciation of the Village's diversity and to celebrate the Village's rich history and contributions made by all of its residents.

It is our recommendation that the Village Board approve the attached proclamation.

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PROCLAMATION

**Village of La Grange
"Race Unity Day"
Sunday, September 8, 2013**

- WHEREAS, the 22nd Annual Race Unity Rally is an event to reaffirm the commitment to achieving race unity in La Grange and surrounding communities; and
- WHEREAS, this year, the CommUnity Diversity Group calls the Village together for a joyous weekend celebration of human diversity culminating with Race Unity Day; and
- WHEREAS, the concept of unity and diversity is deeply rooted in the fabric of our American society; and
- WHEREAS, much progress has been made in the legislative arena, we have much to do yet to bring us together on a personal level; and
- WHEREAS, the Race Unity Rally will demonstrate the commitment of the people of the Village of La Grange and surrounding communities to the principle that all are created equal and come together in recognition of the oneness of humanity;

NOW, THEREFORE, I, Thomas E. Livingston, President of the Village of La Grange, and we the Board of Trustees of the Village of La Grange do hereby proclaim that Sunday, September 8, 2013, is

"RACE UNITY DAY"

We urge all residents of our community to resolve this day to promote in ourselves, our community, state and nation those qualities and attributes which will generate the recognition that all humanity belongs to one family, to fight prejudice wherever it is found, and to assure that all persons have equal opportunities regardless of their race.

Dated at the Village of La Grange, Illinois this 26th day of August, 2013.

Thomas E. Livingston, Village President

John Burns, Village Clerk

OMNIBUS VOTE

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: August 26, 2013

RE: **COSSITT AVENUE RESURFACING PROJECT FROM GILBERT AVENUE TO BRAINARD AVENUE: (1) PRELIMINARY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION; (2) ENGINEERING TASK ORDER; (3) LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION**

COSSITT AVENUE WATER MAIN REPLACEMENT PROJECT FROM GILBERT AVENUE TO LEITCH AVENUE (1) ENGINEERING TASK ORDER

COSSITT AVENUE RESURFACING PROJECT

Cossitt Avenue within La Grange is an east-west collector street that extends from East Avenue to Gilbert Avenue. Cossitt Avenue from Gilbert Avenue to Brainard Avenue has deteriorated and is in need of repair. Based on this determination, in July 2010 the Village applied for and subsequently received a grant through the Federal Surface Transportation Program (STP) allocated by the Central Council of Mayors for the engineering and construction of the project in the total grant amount of \$312,986. This project and the corresponding matching funds were then allocated into the Capital Projects Budget with engineering scheduled to be completed this year and construction in 2015.

The scope of work for the project generally consists of milling and resurfacing the existing pavement, curb and gutter removal and replacement, pavement patching, and ADA sidewalk ramp replacement. Please note, that LTHS North facilities border this section of Cossitt Avenue and is the main roadway used to access the school. This section of Cossitt Avenue is also used to access the Stone Avenue Train Station, West End and Central Business Districts, and La Grange Road.

In order to receive the federal funds that have been allocated through the Central Council of Mayors, the Village will need to enter into contracts for the engineering work and with IDOT for the federal STP funding.

The first agreement is for approval of the Preliminary Engineering Services Agreement for Federal Participation. Based on past experience, knowledge of the Village, and familiarity with this project, staff requested a proposal from Baxter & Woodman to complete the plans

and specifications for the design engineering work. Since this project is supported by federal STP funds, federal and IDOT guidelines must be followed for the development and approval of the plans and specifications. Baxter & Woodman provided a proposal in the amount of \$30,500 to complete the engineering work.

In order to receive the federal funds that have been allocated through the Central Council of Mayors, the second agreement titled Local Agency Agreement for Federal Participation, which details the proportionate construction costs of the work, is required. The agreement states that the maximum federal participation shall not exceed \$21,350. Agreements for construction would be presented at a later date. If approved, a task order with Baxter & Woodman will also be executed for this work in accordance with their task order contract. This document is attached for your consideration and approval.

In summary, attached for your consideration are the following engineering agreements with Baxter & Woodman and associated funding agreements with IDOT:

1. Phase 2 – Preliminary Engineering Services Agreement for Federal Participation
2. Phase 2 – Local Agency Agreement for Federal Participation
3. Task Order Agreement No. 46 – Municipal Engineering Contract

Staff recommends approval of these agreements.

As noted above, funding for this project is split between Federal and local funding sources as indicated in the below budget table.

Cossitt Avenue Resurfacing Project – Gilbert Avenue to Brainard Avenue	BUDGET
Expenses	
Engineering	
Phase 2 – Development of Plans and Specifications	30,500
Phase 3 – Construction Engineering	37,875
Subtotal	68,375
Construction (Estimated)	378,749
Total	447,124
Funding Sources	
Federal Surface Transportation Program Funding (STP) - FY14	21,350
Federal Surface Transportation Program Funding (STP) - FY15	291,636
Capital Projects Fund – FY2013-14 Budget	9,150
Capital Projects Fund – FY2015-16 Budget	124,988

Total	447,124

Please note the entire costs for engineering are budgeted as a Village expense since there are reimbursable through the federal grant. Construction costs are paid directly by IDOT.

Based on the current IDOT letting schedule, we anticipate the following schedule for the project:

Phase 2 - Detailed Engineering	
Federal Notice To Proceed	December, 2013
Final IDOT plan submittal	March, 2014
IDOT Design Approval	May, 2014
Phase 3 – Construction	
IDOT Bid Opening	January 16, 2015
Construction Start	May, 2015
Construction Finish	September , 2015

Construction would occur during the summer so as to not conflict with school activities.

In summary it is our recommendation that the Village Board approve the agreements with Baxter & Woodman for engineering services in the amount of \$30,500 for Phase 2 design engineering services. We also recommend that the Village Board approve agreements between the Village and IDOT for use of the federal STP funds in amount of \$21,350. The approval of these documents is required in order to receive the federal STP fund for the project.

COSSITT AVENUE WATER MAIN REPLACEMENT PROJECT

When streets are identified for resurfacing or reconstruction, staff also makes an assessment on the condition of the underlying water and sewer infrastructure. Staff has made this assessment on the underlying infrastructure on Cossitt Avenue from Gilbert Avenue to Brainard Avenue. Based on this assessment, staff recommends that the water main on Cossitt Avenue from Gilbert Avenue to Leitch Avenue be replaced. This main was installed in 1925 and has experienced a number of recent water main breaks. The remaining water main on Cossitt Avenue from Leitch Avenue to Park Road was replaced in 1995.

As part of the Capital Projects budget, included in the FY2013-14 budget is \$15,000 for engineering of the replacement water main, and \$250,000 in FY2015-16 for construction. Normally, the street resurfacing and water main replacement are included within a single contract for coordination purposes, economies of scale and to limit disruption within a street corridor. However since the resurfacing program uses federal funds for construction, staff

has separated these two components of work so as to not delay the project due to federal reviews and to limit the additional administrative work associated with federal procurement requirements. In either contracting scenario, the Village is responsible for all of the costs associated with water main replacement.

As part of this project staff has also undertaken the examination of the feasibility of a new water main rehabilitation technology as an alternate to standard open-cut water main replacement. Traditionally the most common method of water main replacement is by open cutting the street or parkway and replacing the existing water main. This is the method that has been generally performed within the Village for water main replacement. Recently cured-in-place lining technology has advanced for water main rehabilitation as a viable, safe alternate to traditional open cut replacement. In the past the Village has implemented a number of cured-in-place pipe replacement projects for sewer mains.

Cured-in-place lining involves inserting a new liner inside the existing pipe and curing it place with either steam or hot water. A remote controlled machine is then sent inside the pipe to cut holes through the liner where existing water services are located. The material used as a liner has been approved by the Illinois Environmental Protection Agency and other regulatory agencies for potable water distribution and is safe. Over three million feet of water main has been rehabilitated with cured-in-place liners in North America since 2000.

The process for installing cured in place liners is less disruptive to residents since it does not require traditional open trench methods for installation. Expenses for roadway and parkway restoration are reduced as trenching is not required. Additionally mature parkway trees do not have to be removed to accommodate construction. The new liner also provides for increased flow capacity and improved corrosion resistance. Lastly, the new water main with the cured-in-place liner provides for a new structurally sufficient pipe with a design life of 50 to 100 years.

Staff requested that Baxter & Woodman do a cost analysis of water main lining versus traditional open cut methods for the Cossitt Avenue Water Main Replacement Project with the following results:

Cossitt Avenue Water Main Replacement Project – Cost Comparison		
	Cured-In-Place Rehabilitation	Open-Cut Replacement
Engineering	\$31,000	\$47,000
Construction	\$177,815	\$233,730
Total	\$208,815	\$280,730

From the chart, cured-in-place lining is estimated to cost \$71,915 or 26% less than traditional open cut methods. Based on the anticipated cost savings, reduced disruption and other benefits of cured-in-place lining staff recommends utilizing this method for rehabilitation. In addition to lining the water main below Cossitt Avenue, staff plans to request an alternate bid as part of the project to rehabilitate the connecting water main segment that runs below the

BNSF Railroad should bid prices be favorable.

Based on past experience, knowledge of the Village, and familiarity with this project, staff requested a proposal from Baxter & Woodman to complete the plans and specifications for the design engineering work. Baxter & Woodman provided a proposal in the amount of \$15,500 to complete the engineering work. If approved, a task order with Baxter & Woodman will be executed for this work in accordance with their task order contract. This document is attached for your consideration and approval.

Staff recommends approval of the engineering agreement with Baxter & Woodman.

The current budget for the project is as follows:

Cossitt Avenue Water Main Replacement Project – Gilbert Avenue to Leitch Avenue	BUDGET
Expenses	
Engineering	
Phase 2 – Development of Plans and Specifications	15,500
Phase 3 – Construction Engineering	15,500
Subtotal	31,000
Construction (Estimated)	177,815
Total	208,815
Funding Sources	
Water Fund – Mains – FY2013-14	15,000
Water Fund – Mains – FY2015-16	250,000
Total	265,000

The Cossitt Avenue resurfacing project is anticipated to start in the spring of 2015. Based on this schedule we recommend moving the budget for construction from FY2015-16 to FY2014-15 so that the project is completed in advance of the roadway work. The following chart details the anticipated schedule for the water main replacement:

Cossitt Avenue Water Main Replacement - Schedule	
Phase 2 - Detailed Engineering	
Notice To Proceed	September, 2013
Complete Engineering Plans	December, 2013

Phase 3 – Construction	
Bid Opening	Spring, 2014
Construction	Summer, 2014

In summary it is our recommendation that the Village Board approve an engineering agreement with Baxter & Woodman for engineering services in the amount of \$15,500 for design engineering services for the Cossitt Avenue Water Main Replacement Project.

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Local Agency Village of La Grange	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Baxter & Woodman, Inc
County Cook				Address 8678 Ridgfield Rd
Section 12-00086-00-RS				City Crystal Lake
Project No. M-4003(080)				State IL
Job No. D-91-010-13				Zip Code 60012
Contact Name/Phone/E-mail Address Ryan Gillingham, PE 708-579-2328 rgillingham@villageoflagrange.com				Contact Name/Phone/E-mail Address Michael W. Plant 815-459-1260 mplant@baxterwoodman.com

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

Project Description

Name Cossitt Avenue Route FAU 1365 Length 0.51 mi Structure No. N/A

Termini Gilbert Avenue to Brainard Avenue

Description Project consists of preliminary engineering for hot-mix asphalt surface removal and resurfacing including pavement patching, curb and gutter and pavement markings. ENGINEER's Project #100261.40.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

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II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**PRELIMINARY ENGINEERING
COSSITT AVENUE IMPROVEMENTS
EXHIBIT A**

ROUTE: COSSITT AVENUE (FAU 1365)
LOCAL AGENCY: VILLAGE OF LA GRANGE
(Municipality)

SECTION: 12-00086-00-RS
PROJECT: M-4003(080)
JOB NO.: D-91-010-13

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH)	147%
COMPLEXITY FACTOR (R)	0
CALENDAR DAYS	

METHOD OF COMPENSATION:

COST PLUS FIXED FEE 1	X	14.5% [(DL + R (DL) + OH (DL) + IHDC]
COST PLUS FIXED FEE 2		14.5% [(DL + R (DL) + 1.4 (DL) + IHDC]
COST PLUS FIXED FEE 3		14.5% [(2.3 + R) DL + IHDC]
SPECIFIC RATE		
LUMP SUM		

COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST	ENGINEER III	16	\$37.22	\$596.00	\$876.00		\$28.00	\$218.00	\$1,718.00
	CADD TECH II	12	\$30.53	\$366.00	\$538.00			\$131.00	\$1,035.00
	CLERICAL	4	\$24.80	\$99.00	\$146.00			\$35.00	\$280.00
TOTALS		279		\$9,951	\$14,630	\$1,490	\$757	\$3,672	\$30,500.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST):

VEHICLE EXPENSES - TRAVEL, 1,170 MI @ \$0.565/MILE	\$661.00
POSTAGE	\$96.00

SERVICES BY OTHERS (INCLUDED IN TOTAL COST):

SOIL AND MATERIAL CONSULTANTS	\$1,490.00
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4-A.12

VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE IMPROVEMENTS
PHASE II DESIGN ENGINEERING

EXHIBIT C

PROJECT UNDERSTANDING & SCOPE OF SERVICES

Route: Cossitt Avenue
Section No.: 12-00086-00-RS
Project No.: M-4003(080)
Job No.: D-91-010-13
County: Cook

Location:

This PROJECT is located on Cossitt Avenue from Gilbert Avenue east to Brainard Avenue in the Village of La Grange, Illinois.

Project Understanding:

This PROJECT will consist of the engineering services required to prepare Phase II Contract Documents for the rehabilitation of Cossitt Avenue from Gilbert Avenue east to Brainard Avenue in the Village of La Grange, Illinois. The work will include removal and replacement of existing hot-mix asphalt pavement, pavement patching of the hot-mix asphalt and Portland Cement Concrete pavement, and curb and gutter removal and replacement and pavement markings. The work will also include the replacement of sidewalk ramps including adjacent curb and gutter to achieve Americans with Disabilities Act (ADA) compliance. The PROJECT length is 0.51 miles (2,710 feet).

Scope of Services:

1. **MANAGE PROJECT** – Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent, and character of the PROJECT and to review available data. Attend one kick-off meeting with the LA to review the PROJECT, establish PROJECT criteria and clear lines of communication, and one progress meeting to review the Project Report prior to submittal to the department.
2. **AGENCY COORDINATION** - Coordinate the proposed improvements with the DEPARTMENT and attend one Phase II Kick-Off meeting. Notify and coordinate the proposed improvements with utility companies.

3. **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**

- DATA COLLECTION - Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility plans and atlas pages, to assist with the preparation of design drawings.
- FIELD EVALUATION – Perform a field evaluation of the existing pavement and curb and gutter to determine the limits of improvements and calculate quantities of pavement repair.
- GEOTECHNICAL REPORT - Employ the services of a geotechnical subconsultant to collect pavement cores of the surface and base material to determine the composition of the existing pavement material.
- PRELIMINARY GEOMETRIC PLANS - Prepare an existing and proposed typical section and the preliminary geometric plan sheets for the proposed improvements.
- PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets.
- ESTIMATE OF COST - Prepare a preliminary engineer's estimate of cost.
- SPECIAL PROVISIONS – Prepare special provisions in accordance with DEPARTMENT guidelines.
- QC/QA – Perform an in-house peer review of the pre-final plans, specifications, and estimates of cost for the PROJECT.

4. **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**

- FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the LA to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval.

I:\Crystal Lake\LAGRV\100261-Cossitt\APP\Contract\Agreement\Phase II Agreement\Exhibit C Cossitt_phaseII scope.docx

VILLAGE OF LA GRANGE, ILLINOIS
 COSSIT AVENUE IMPROVEMENTS
 PHASE II DESIGN ENGINEERING
 SECTION NO.: 12-00086-00-RS

EXHIBIT D

BAXTER & WOODMAN, INC.
 2013 SCHEDULE OF HOURLY WAGE RATES
 AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES
 ILLINOIS DEPARTMENT OF TRANSPORTATION

EMPLOYEE CLASSIFICATION	HOURLY WAGE RATES
Principal	\$61 to \$70
Sr. Engineer IV	\$52 to \$66
Sr. Engineer III	\$53 to \$58
Sr. Engineer II	\$45 to \$47
Sr. Engineer I	\$39 to \$44
Engineer III	\$36 to \$41
Engineer II	\$32 to \$34
Engineer I	\$23 to \$25
Engineer Tech V	\$54
Engineer Tech IV	\$45
Engineer Tech III	\$36 to \$40
Engineer Tech II	\$26 to \$36
Engineer Tech I	\$16 to \$22
CAD / GIS / Survey IV	\$38 to \$44
CAD / GIS / Survey III	\$36 to \$38
CAD / GIS / Survey II	\$29 to \$33
CAD / GIS / Survey I	\$24 to \$25
Clerical	\$24 to \$29

General and employee overhead is 155% of employee compensation.**

** Overhead rate for this project will be 147.00%

Mileage Charges - As set by the U.S. Internal Revenue Service.

Traffic Counters - \$50/day.

Postage - At cost.

VILLAGE OF LA GRANGE, ILLINOIS
 COSSIT AVENUE IMPROVEMENTS
 PHASE II DESIGN ENGINEERING
 SECTION NO.: 12-00086-00-RS

EXHIBIT E

BAXTER & WOODMAN, INC.

OVERHEAD* RATE AS
 PERCENTAGE RATE OF EMPLOYEE COMPENSATION

	Total Percent
Salaries with Retirement Plan	121.00%
Repairs	2.00%
Rents	5.00%
Taxes	1.00%
Depreciation	3.00%
Dues & Subscriptions	1.00%
Utilities (Electric, etc.)	1.00%
Insurance	4.00%
Professional Services	1.00%
Office Supplies & Services	3.00%
Computer Service	4.00%
Recruitment & Training	2.00%
Telephone	3.00%
Reproduction	1.00%
Automotive Expense	2.00%
Misc. Services & Expenses	1.00%
IDOT Approved Rate	155.00% **

*Payroll Burden and Indirect Cost

** Overhead rate for this project will be 147.00%



VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE IMPROVEMENTS
PHASE II DESIGN ENGINEERING
SECTION NO.: 12-00086-00-RS

EXHIBIT F

SUMMARY OF DIRECT COSTS

Mileage:

1,170 miles x \$0.565/mile = \$661.00

Postage:

Mailing of plan submittals, agency and utility coordination.

3 mailings x \$32.00 each = \$96.00

TOTAL DIRECT COST FOR THIS PROJECT = \$757.00

I:\Crystal Lake\LAGRV\100261-CossittLAPP\Contract\Agreement\Phase II Agreement\Exhibit F -Direct Cost.docx



4-A.18



office: 1-847-870-0544
fax: 1-847-870-0661
www.soilandmaterialconsultants.com
us@soilandmaterialconsultants.com

February 6, 2013
Proposal No. 12,887

Mr. Michael W. Plant, P.E.
Baxter & Woodman, Inc.
8678 Ridgefield Rd.
Crystal Lake, IL 60012

Re: Pavement Investigation
Cossitt Avenue
LaGrange, Illinois

Dear Mr. Plant:

Submitted for your consideration is our proposal to provide the requested pavement section investigation for the proposed resurfacing along Cossitt Avenue located in the Village of LaGrange, Illinois.

Scope of the Investigation

A total of 8 core locations will be established in the field. Existing pavement materials will be cored to determine material types and thicknesses. Pavement materials will be returned to our laboratory for engineering review.

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation we will prepare a summary core log for each location and submit the data in a summary letter.

Charges

Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. This schedule also indicates the anticipated frequency as well as type of field and laboratory testing proposed for this investigation. Final billing will be based on actual services rendered at the indicated rates.

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

4-A.19

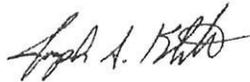
Proposal No. 12,887
Re: Cossitt Avenue
LaGrange, Illinois

Page 2

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If this proposal is acceptable, please execute and return one copy to our office. Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Joseph A. Klawitter, P.E.
Project Engineer

JAK:jk

Proposal Accepted By: Client Baxter & Woodman, Inc.
Street 8678 Ridgfield Road
Town Crystal Lake State IL Zip Code 60012
Phone (815) 459-1260 Fax (815) 455-0450
Signature _____ Position _____
Printed Name _____ Date _____

4-A.20

SCHEDULE OF FEES -- PAVEMENT AND SUBSURFACE SOIL INVESTIGATION

<u>Item</u>	<u>Units</u>	<u>Fee</u>	<u>Estimated Cost</u>
<u>FIELD</u>			
Mobilization	1 ea.	\$ 200.00 ea.	\$ 200.00
Pavement Coring (8 locations)	4 hr.	\$ 225.00 /hr.	\$ 900.00
<u>REPORT</u>			
Senior Engineer (P.E.)	3 hr.	\$ 130.00 /hr.	\$ 390.00
		Estimated Total Cost:	<u>\$ 1,490.00</u>

4-A.21

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of La Grange	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 12-00086-00-RS	Fund Type STU	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-010-13	M-4003(080)		

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

Location

Local Name Cossitt Avenue Route FAU 1365 Length 0.51 mile
 Termini Gilbert Avenue to Brainard Avenue
 Current Jurisdiction LA Existing Structure No N/A

Project Description

Phase II Preliminary Engineering for Hot-Mix Asphalt surface removal and resurfacing including pavement patching, curb and gutter and pavement markings.

Division of Cost

Type of Work	STU	%	STATE	%	LA	%	Total
Participating Construction	()	()	()	()	()	()	
Non-Participating Construction	()	()	()	()	()	()	
Preliminary Engineering	21,350	*	()	()	9,150	BAL	30,500
Construction Engineering	()	()	()	()	()	()	
Right of Way	()	()	()	()	()	()	
Railroads	()	()	()	()	()	()	
Utilities	()	()	()	()	()	()	
Materials	()	()	()	()	()	()	
TOTAL	\$ 21,350		\$		\$ 9,150		\$ 30,500

*Maximum FHWA (STU) participation 70% not to exceed \$21,350

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share _____ divided by estimated total cost multiplied by actual progress payment.

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

4-A.23

Agreement Provisions

THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.uscontractorregistration.com>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Local Agency

Thomas E. Livingston

Name of Official (Print or Type Name)

Village President

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

(Signature)

Date

The above signature certifies the agency's TIN number is
36-6005955 conducting business as a Governmental
Entity.

DUNS Number 068615145

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

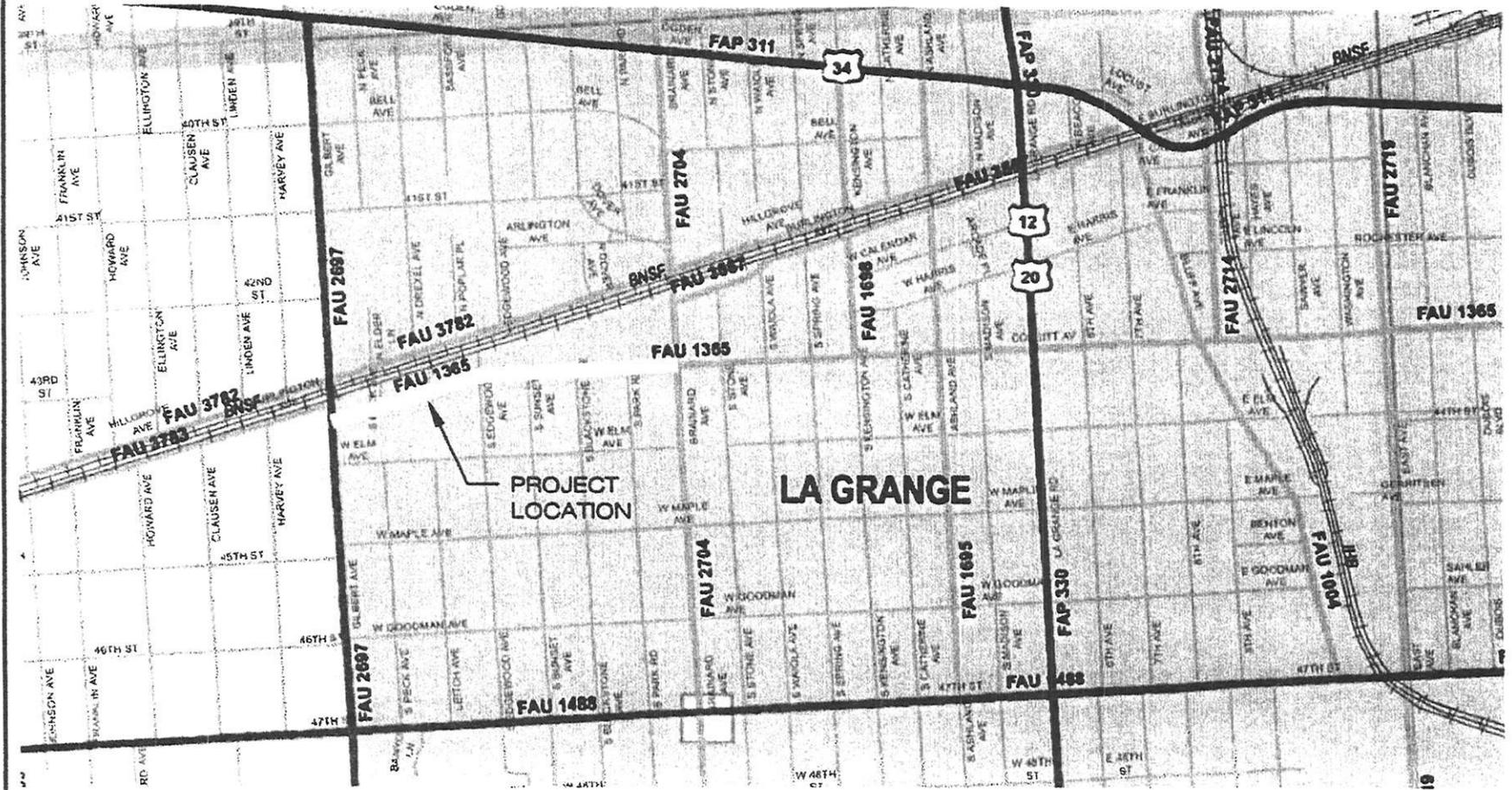
Date

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



NO SCALE

4-A.28



Baxter & Woodman
 Crystal Lake, Illinois 815.468.1200
 Mokena, Illinois 708.478.2090
 Burlington, Wisconsin 262.763.7884
 DeKalb, Illinois 815.787.3111
 Oregonsville, Illinois 847.322.6088
 Plainfield, Illinois 815.698.7485
 Naperville, Illinois 630.773.1870
 Madison, Wisconsin 608.241.6481
 Chicago, Illinois 312.578.0500

VILLAGE OF LA GRANGE, ILLINOIS
 COSSITT AVENUE (FAU 1365)
 STP FUNDING APPLICATION

LOCATION MAP

ASA	AS NOTED
ABN	100261
LDH	
7-21-10 EXHIBIT A	

VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE IMPROVEMENTS
PHASE II DESIGN ENGINEERING

TASK ORDER NO. 46

In accordance with Section 1.2 of the Master Contract dated May 13, 2013 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 46:

1. Contracted Services:

Provide preliminary engineering services required to prepare Phase II Contract Documents for the rehabilitation of Cossitt Avenue from Gilbert Avenue east to Brainard Avenue in the Village of La Grange, Illinois. The work will include removal and replacement of existing hot-mix asphalt pavement, pavement patching of the hot-mix asphalt and Portland Cement Concrete pavement, and curb and gutter removal and replacement and pavement markings. The work will also include the replacement of sidewalk ramps including adjacent curb and gutter to achieve Americans with Disabilities Act (ADA) compliance. The Project length is 0.51 miles (2,710 feet).

2. Project Schedule (attach schedule if appropriate):

This work will be completed within 365 calendar days following receipt of the approved Agreement from the Illinois Department of Transportation.

3. Project Completion Date:

All Contracted Services must be completed on or before January 30, 2015.

4. Project Specific Pricing (if applicable):

The Consultant shall be compensated on a cost plus fixed fee basis, including environmental subconsultant fees, in an amount not to exceed \$30,500.00. See attached Exhibit A.

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

N/A.

All other terms and conditions remain unchanged.

[signature page follows]

VILLAGE

CONSULTANT

Signature

Signature

Director of Public Works

Louis D. Hausmann, PE, PTOE
Name (Printed or Typed)

Date

August 15, 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

I:\Crystal Lake\LAGRV\100261-Cossitt\app\Contract\Agreement\Phase II Agreement\100261.40 TASK ORDER No 46 - Phase II.Doc

**PRELIMINARY ENGINEERING
COSSITT AVENUE IMPROVEMENTS
EXHIBIT A**

ROUTE: COSSITT AVENUE (FAU 1365)
LOCAL AGENCY: VILLAGE OF LA GRANGE
(Municipality)

SECTION: 12-00086-00-RS
PROJECT: M-4003(080)
JOB NO.: D-91-010-13

* FIRM'S APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING:

OVERHEAD RATE (OH) 147%
COMPLEXITY FACTOR (R) 0
CALENDAR DAYS

METHOD OF COMPENSATION:

COST PLUS FIXED FEE 1 X 14.5% [(DL + R (DL) + OH (DL) + IHDC)]
COST PLUS FIXED FEE 2 14.5% [(DL + R (DL) + 1.4 (DL) + IHDC)]
COST PLUS FIXED FEE 3 14.5% [(2.3 + R) DL + IHDC]
SPECIFIC RATE
LUMP SUM

COST ESTIMATE OF CONSULTANT SERVICES IN DOLLARS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN-HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS	IN-HOUSE DIRECT COSTS (IHDC)	PROFIT	TOTAL
MANAGE PROJECT									
MANAGE PROJECT									
	SR ENGINEER III	4	\$54.46	\$218.00	\$320.00		\$36.00	\$83.00	\$657.00
	ENGINEER III	8	\$37.22	\$298.00	\$438.00		\$72.50	\$117.00	\$925.50
AGENCY COORDINATION									
AGENCY COORDINATION									
	SENIOR ENGINEER III	8	\$54.46	\$436.00	\$641.00		\$92.50	\$170.00	\$1,339.50
	ENGINEER III	12	\$37.22	\$447.00	\$657.00		\$40.00	\$166.00	\$1,310.00
	CADD TECH II	6	\$30.53	\$183.00	\$269.00			\$66.00	\$518.00
	CLERICAL	4	\$24.80	\$99.00	\$146.00			\$35.00	\$280.00
PRELIMINARY PLANS, SPECIFICATIONS, & ESTIMATE OF COST									
DATA COLLECTION	ENGINEER III	10	\$37.22	\$372.00	\$547.00		\$72.00	\$144.00	\$1,135.00
FIELD EVALUATION	ENGR TECH II	32	\$33.02	\$1,057.00	\$1,554.00		\$294.00	\$421.00	\$3,326.00
GEOTECHNICAL INVESTIGATION	ENGINEER III	2	\$37.22	\$74.00	\$109.00	\$1,490.00		\$27.00	\$1,700.00
PRELIMINARY GEOMETRIC PLAN	ENGINEER III	60	\$37.22	\$2,233.00	\$3,283.00		\$122.00	\$817.00	\$6,455.00
	CADD TECH II	40	\$30.53	\$1,221.00	\$1,795.00			\$437.00	\$3,453.00
PROJECT DETAILS AND STANDARDS	ENGINEER III	16	\$37.22	\$596.00	\$876.00			\$213.00	\$1,685.00
	CADD TECH II	8	\$30.53	\$244.00	\$359.00			\$87.00	\$690.00
ESTIMATE OF COST	ENGINEER III	16	\$37.22	\$596.00	\$876.00			\$213.00	\$1,685.00
	CADD TECH II	3	\$30.53	\$92.00	\$135.00			\$33.00	\$260.00
SPECIAL PROVISIONS	ENGINEER III	8	\$37.22	\$298.00	\$438.00			\$107.00	\$843.00
	CLERICAL	4	\$24.80	\$99.00	\$146.00			\$35.00	\$280.00
QC/QA	SR ENGINEER III	6	\$54.46	\$327.00	\$481.00			\$117.00	\$925.00

4-A.31

VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE WATER MAIN IMPROVEMENTS

TASK ORDER NO. 45

In accordance with Section 1.2 of the Master Contract dated May 13, 2013 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Order Number 45:

1. Contracted Services:

Baxter & Woodman, Inc. shall provide the Village with engineering services as described in the Project Description (Exhibit A) and Scope of Services (Exhibit B), attached hereto. All terms and conditions of the master task order contract dated May 13, 2013 with the Village of La Grange shall apply.

2. Project Schedule (attach schedule if appropriate):

Design will be completed by December 2013 and bid by February 2014.

3. Project Completion Date:

All Contracted Services must be completed on or before February 1, 2014. The project will be constructed during spring 2014.

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 \$15,500.00 (includes \$500.00 for bidding document production). See attached Exhibit C.

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

N/A

All other terms and conditions remain unchanged.

[signature page follows]

VILLAGE

CONSULTANT

Signature

Signature

Louis D. Haussmann

Director of Public Works

Name (Printed or Typed)
August 14, 2013

Date

Date

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

Signature

Village Manager

Date

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

Signature

Village President

Date

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4-A.34

VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE WATER MAIN IMPROVEMENTS

EXHIBIT A

PROJECT DESCRIPTION

This Project consists of design engineering of water main improvements along Cossitt Avenue (Gilbert Avenue to Leitch Avenue) and Leitch Avenue north including the BNSF Rail crossing. The proposed method of improvement is cured-in-place-pipe (CIPP) rehabilitation.

This Project will be designed and constructed before the planned Cossitt Avenue roadway improvements.

I:\Mokena\LAGRV\130770-Cossittwm\Contract\Exhibit A, TO#45.Doc



4-A.35

VILLAGE OF LA GRANGE, ILLINOIS
COSSITT AVENUE WATER MAIN IMPROVEMENTS

EXHIBIT B

SCOPE OF SERVICES

1. MANAGE PROJECT
 - Conduct a kick-off meeting with your staff to discuss Project objectives, timelines, and Project specifics.
 - Confer with you and your staff, from time to time, to clarify and define the general scope, extent and character of the Project.
 - Plan, schedule, and control the activities necessary to complete the Project. These activities include, but are not limited to, budget, schedule, scope, and performance.

2. SITE VISIT
 - Complete one site visit to confirm/determine the water main location, water system appurtenances, and potential access pit locations.

3. PROJECT MEETING
 - Conduct one meeting with staff during the design of the Project to clarify staff preferences, design questions, and/or constructability.

4. CADD FOR PLAN AND PROFILE SHEETS
 - Develop plan sheets from available atlases, GIS, record drawings, and County data.

5. UTILITIES – CONTACTS AND COORDINATION
 - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area.
 - Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

6. CADD FOR DETAILED DESIGN
 - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements.
 - Indicate location of utilities that can be obtained from utility company atlases.
 - Create legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.

7. PLANS
 - Prepare Design Documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor selected by the Village.
8. SPECIFICATIONS
 - Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
9. PEER AND CONSTRUCTABILITY REVIEWS
 - Conduct QA/QC peer reviews of drawings and specifications.
 - Utilize Construction Department personnel to provide a review of drawings and specifications.
 - Make corrections based upon comments from both engineering and construction department comments.
10. ENGINEER'S OPINION OF PROBABLE COST
 - Prepare a final opinion of the probable total project cost including construction cost, construction engineering services, contingencies, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
11. PERMIT SUBMITTALS
 - IEPA/DPWS - Submit the design documents to the agency for permit to construct, own, and operate the Project.
 - BNSF Railroad - Submit the design documents to the agency for permit to construct the Project. Our fee does not include permit fees.
12. ASSISTANCE DURING BIDDING
 - Assist the Village in solicitation of construction bids from as many qualified bidders as possible, attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

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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: August 26, 2013

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

The Illinois Fraternal Order of Police Labor Council (IFOPLC) represents 6 full-time Dispatchers (Telecommunicators) within the Village's Police Department. Negotiations between the Village and the Telecommunicators Union recently concluded on a six-year collective bargaining agreement. This contract represents a negotiated settlement between the parties without interest arbitration. Of particular note is that this is the first collective bargaining agreement between the Village of La Grange and its dispatchers. Throughout the collective bargaining process, staff has kept the Village Board apprised as to the status of contract negotiations.

The following is a summary of key economic and non-economic items in the contract.

1. Wages
Base salaries for members of the bargaining unit will be increased as follows:
 - A. Effective May 1, 2011 – 2.0% (retroactive)
 - Effective May 1, 2012 – 1.5% (retroactive)
 - Effective May 1, 2013 – 1.0% (retroactive)
 - Effective May 1, 2014 – 1.5%
 - Effective May 1, 2015 – 1.5%
 - Effective May 1, 2016 – 2.0%

- B. This first-ever contract introduces a step system for employees to progress through the salary range to reach maximum salary

The amount of these general salary increases is consistent with: (1) our cost containment plan; (2) negotiated increases for jurisdictions comparable to La Grange; and (3) increases for other unionized and non-unionized employee groups. The cost savings between budget and actual salary increases have been factored into the Village Budget adopted for FY 2013-14.

2. Schedule

The Union will retain its current schedule (which is a modified schedule known as a 1040/2080 Plan under the Fair Labor Standards Act) for a period of at least one year if certain conditions are met. Because the current schedule provides for variations in hours worked within a seven day period (32 hours, 40 hours and 48 hours), the contract outlines how overtime will be paid in a non-40 hour week situations so as to retain overtime paid only when the employee has worked more hours than their normal weekly schedule. The language in the contract mirrors the current practice.

3. Compensatory Time

The Village retains status quo language regarding the conversion of overtime to compensatory time (CT) as well as the current accrual limits. Current policies that provide for compensatory time for employees actively engaged in training new dispatchers are retained, with limitations on the use of the compensatory time. The single employee currently receiving 8 hours of compensatory time monthly for being assigned to the midnight shift will continue to receive the benefit only for as long as she is assigned to the shift. No other employees assigned to the midnight shift in the future will receive the benefit.

4. Vacation, Sick Leave and Holidays

Vacation and sick leave is earned and accrued per the status quo policies and procedures. Sick leave pay out at the time of retirement is provided at the same level afforded to non-union employees. Holiday, floating holidays and administrative holidays mirror current policies and procedures.

5. Health Insurance

Health insurance language preserves the right of the Village to change plans and make other plan design changes at the same level afforded to non-contract employees.

6. Position-specific provisions

Certain provisions unique to the Telecommunicator position were negotiated such as Prisoner Duties and Dress Code requirements, neither of which results in additional expense to the Village than current policies and procedures.

A copy of the entire collective bargaining agreement is attached for your consideration.

Should the Village decide to combine / consolidate public safety dispatching services with other municipalities, the contract provides mechanisms to facilitate a transition to a new service delivery model as determined appropriate at that time.

The tentative agreement was ratified by the Union in mid-June. The agreement becomes effective upon ratification by the Village Board. The necessary resolution for approval of the Telecommunicator contract has been prepared and is attached.

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

H:\eelder\ellie\BrdRpt\DispatchersUnionAgmt.doc

RESOLUTION NO. R-13-_____

**Approval of Dispatchers Union
Collective Bargaining Agreement
(May 1, 2011 – April 30, 2017)**

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

WHEREAS, the Village of La Grange negotiating team and representatives of IFOPLC have mutually resolved all of the issues subject to said contract negotiations and agreed to sign a collective bargaining agreement governing those issues for the period beginning May 1, 2011 and ending April 30, 2017;

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

ADOPTED by the Village Board of Trustees of the VILLAGE OF LA GRANGE, Illinois the _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2013.

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

4-B.3

Agreement

Between

Village of LaGrange

And

Illinois Fraternal Order of Police

Labor Council

(Telecommunicators)

August 26, 2013 to April 30, 2017

4-B.4

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ARTICLE 1 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- Telecommunicators (hereinafter referred to as the "Union" or "Labor Council") on behalf of its members this 26th day of August, 2013.

ARTICLE 2 PREAMBLE

In order to further promote harmonious employment relations through a mutual process, to provide fair and equitable treatment to all full time telecommunicators 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:

ARTICLE 3 RECOGNITION

Pursuant to the certification by the Illinois State Labor Relations Board, Case No. S-RC-11-041, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the following employees:

Included: All persons employed full time by the Village of LaGrange in the following title:
Telecommunicator

Excluded: All other employees of the Village of LaGrange.

The Union shall provide the Police Chief, in writing, with the names of the Unit Representatives 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.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all respects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Village; to plan, direct, control and determine all the operations and services of the Village; to determine the budget and allocate budgetary priorities; to determine the places, means, methods and number of personnel needed to carry out the Village's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work, performance and productivity standards, and, from time to time, to change those standards; to schedule and assign overtime; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders, and policies; to demote, discipline, suspend and discharge employees for cause (probationary employees without cause); to hire, promote, transfer and train employees; to change or eliminate existing methods, equipment or facilities; to layoff and / or relieve employees from work; to contract and / or subcontract out for goods and services; to

determine whether work is to be performed by employees covered by this Agreement or other employees or non-employees; to use temporary, or other employees as the Village deems appropriate; to evaluate performance and productivity; and to take any and all actions as may be necessary to carry out the mission of the Village.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE 5 UNION ACTIVITY

Section 5.1 Union Representative Access

Duly authorized Union representatives (no more than two at a time) will be permitted access at reasonable times for the purpose of representing employees pursuant to the provisions of this Agreement. The business representatives will be identified to the Chief of Police and on each occasion will first secure the prior approval of the Chief of Police to enter and conduct their business on premises, such approval not to be unreasonably denied. The Union representatives will conduct their business so as not to interfere with Village operations or interrupt the work of any bargaining unit employee. Absent approval of the Village, visits to Village premises shall be limited to inspections of working conditions for safety and contract compliance reasons.

Nothing herein is intended to permit the Union to hold general Union meetings or contract ratification votes on Village premises.

The Union will not abuse this privilege, and such right of entry / access shall at all times be subject to general department and safety rules applicable to non-union employees.

Section 5.2 Time Off for Union Activities

Up to two (2) Local Union representatives, defined as Unit Representatives 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;
3. The employee may utilize any accumulated paid leave time (holiday, compensatory, vacations, etc.) in lieu of taking such without pay; and
4. The absence will not result in overtime and there are sufficient number of qualified employees scheduled to work on the planned days of absence.

Section 5.3 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.

One employee required to act as a Union representative in a grievance meeting scheduled by the Village and the Union during said employee's regularly scheduled working hours shall not suffer a loss of regular straight time pay for attending the meeting. The Union must, however, provide the Village with reasonable advance notice of who needs to be released for such grievance meetings so that the meetings can be scheduled in such a way to avoid interference with the work of the Village. No employee attending a grievance meeting or representative attending a meeting shall be paid for attending such meetings in his representational capacity outside of his scheduled working hours.

All other time spent on Union activities shall be considered non-work time, except as otherwise provided within this contract.

Section 5.4 Negotiations

If scheduling a bargaining session necessitates a member of the Union negotiating team to miss work, the employee will be permitted to take paid time off or switch shifts if he or she chooses. Otherwise, the employee must take unpaid time off from the Village.

Section 5.5 Bulletin Boards

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, and shall be limited to notices and other Union-related information material. 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.

Section 5.6 Intimidation or Coercion

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

ARTICLE 6 NO STRIKE – NO LOCKOUT

Section 6.1 No Strike

During the term of this agreement neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass resignations, mass absenteeism, refusal to cross a picket line, picketing (with respect to wages, hours and conditions of employment or any other labor dispute with the Village) for or against the Village or at the home or outside business of any supervisor or elected official of the Village, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village, and the only issue that may be used in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Such officer or steward of the Union shall disavow such action and shall remain at work, working, in a paid status during any related activity. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct the employees verbally and in writing to return to work immediately and shall use their best efforts to achieve a prompt resumption of normal operations.

Section 6.2 No Lockout

The Village will not lock out any Telecommunicators during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 7 EMPLOYEE DISCIPLINE

Section 7.1 Discipline Files

Telecommunicators shall be provided a copy of any written notice of oral reprimand reduced to writing, written reprimand, unpaid suspension or discharge prior to or shortly after its inclusion in the Telecommunicator's personnel and / or disciplinary files.

When practicable, before a Telecommunicator is discharged or suspended, the Employer shall offer to provide such employee with notice of the charges giving rise to the contemplated action, an explanation of the evidence giving rise to the charges, and an opportunity to be heard on / or to respond to such charges. Nothing herein shall prohibit the Employer from summarily suspending an employee with or without pay pending an investigation into serious misconduct.

Section 7.2 Right to Representation

Telecommunicators shall have a right to request and upon request of the employee, have a Union Steward present during an investigatory interview that the employee reasonably believes may lead to disciplinary action. Such representation request shall not unreasonably delay such inquiry, investigation, questioning, interview or interrogation.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 Definition

A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Village, involving the meaning, interpretation or application of an express provision of this Agreement.

Section 8.2 Procedure

The parties acknowledge that it is usually most desirable for an employee and his/her immediate non-bargaining unit supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1: Any employee who has a grievance or the Union shall submit the grievance in writing to the employee's immediate non bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within fifteen (15) calendar days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or his designee within ten (10) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, may at his discretion, meet with the grievant and, if the grievant so desires, a Union representative, in an effort to resolve the grievance ten (10) calendar days after the Police Chief receives the grievance. The Police Chief, or his designee, shall respond to said grievance in writing within fifteen (15) calendar days after said written grievance was filed with the Police Chief.
- STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Village Manager or his designee within ten (10) calendar days after receipt of the Village's answer at Step 2. Within ten (10) calendar days of the receipt of the Union's appeal, the Village Manager or his/her designee may, at his/her discretion, convene a meeting including, but not limited to, the grievant, and if the grievant so desires, a Union representative, and the Police Chief or his/her designee, to review the grievance and the finding 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, or if there is no meeting, within twenty (20) calendar days after the written grievance was received by the Village Manager at Step 3.
- STEP 4: In the event that the matter is not settled in Step 3, the Union may request that the grievance be submitted for binding arbitration by giving written notice to the Village Manager within ten (10) calendar days after the Village Manager or his designee's answer in Step 3.

The parties shall then attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator within twenty (20) calendar days after the request for arbitration has been filed, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of the names of seven (7) arbitrators drawn from members of the National Academy of Arbitrators, and who are residents of Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of the panel, the parties shall alternately strike the names of arbitrators. The order of alternate striking shall be determined by a coin toss with the loser striking first.

1. The arbitrator shall be notified of his/her selection and shall be asked to set a time and place for the hearing, subject to the availability of Union and Village representatives.

2. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later.
3. The fees and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available, without charge, to the Arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Section 8.3 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 8.4 Grievance Form

The written grievance required under this Article shall be on a form provided by the Union, a sample copy of which is attached as Appendix B to this Agreement. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that allegedly have been violated, the date of the alleged violations, and the relief being sought. The form shall be signed and dated by the Grievant and/or his representative. Typographical errors will not be grounds for denying a grievance.

Section 8.5 Time Limit for Filing

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 8.6 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.

Section 8.7 Disciplinary Grievances

Disciplinary grievances involving oral and written reprimands may be processed through the grievance procedure through and including Step 3, but shall not be subject to arbitration.

ARTICLE 9 LABOR/MANAGEMENT MEETINGS

At the request of either party, the Union and the Village or their designees shall meet quarterly, or more often if so agreed, to discuss matters of mutual concern that do not involve negotiations or grievances. The date, time and place for Labor Management Committee meetings shall be mutually agreed upon by the Union and the Village. Committee meetings shall consist of up to three (3) union representatives (whether employees or outside representatives) and up to three (3) Village representatives. Nothing herein shall prohibit the parties from agreeing to have additional representatives attend from each side when warranted. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) calendar days prior to the date of the meeting.

Such meeting times and locations, if mutually agreed upon, shall be limited to:

- A. discussion on the implementation and general administration of this Agreement;
- B. a sharing of general information of interest to the parties; and
- C. items concerning safety issues.

Prior to the parties agreeing to meeting times, the Union shall notify the Village of any employees it intends to have represented at the meeting. If such a meeting is then scheduled during the regular working hours of any employee reported to be on the committee, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay. Otherwise, attendance at such meeting shall not be considered as time worked for the employees involved.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement. The Labor Management Committee is intended to improve communications and shall be advisory only.

ARTICLE 10 SENIORITY

Section 10.1 Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full time employment in any position covered by this Agreement, less adjustments for approved leaves of absence without pay of more than thirty (30) calendar days, unless otherwise required by state or federal law. Military leaves of absence shall not affect seniority.

Section 10.2 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) quits;
- b) is discharged or terminated for just cause (probationary employees without cause);
- c) retires;
- d) falsifies the reason for a leave of absence;
- e) fails to report for work within forty-eight (48) hours after the conclusion of an authorized leave of absence, unless the employee can establish to the Village's satisfaction that their failure to report was clearly due to circumstances beyond their control;
- f) is laid off and fails to notify the Village of his intent to return to work by the day he is so ordered to notify the Village;
- g) is laid off for a period in excess of eighteen (18) months;
- h) does not perform work for the Village (except for layoff covered in subsection g above, or military service) for a period in excess of one year, unless an employee remains on an approved unpaid leave of absence; or
- i) is absent for two (2) consecutive working days without notifying the Village, unless the employee can establish to the Village's satisfaction that their failure to notify the Village was clearly due to circumstances beyond their control.

Section 10.3 Seniority Conflicts

If two (2) or more employees have the same seniority date as defined above in either Section 10.1 or Section 10.2, then the order of seniority shall be determined first by test score (in the event a test was used in the hiring process) and then by coin toss, if necessary.

Section 10.4 Seniority List

On or before December 31 of each year, the Village will post on the Union bulletin board a seniority list setting forth each employee's seniority dates, and provide a copy of such list to a Union representative. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fifteen (15) calendar days after the list is posted.

Section 10.5 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of actual work. During an employee's probationary period, the employee may be terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon a full-time employee's successful completion of the probationary period, the employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

ARTICLE 11 LAYOFF & RECALL

Section 11.1 Notice of Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. Absent an emergency, the Union and the initial affected employee(s) shall be notified in writing at least fourteen (14) calendar days in advance of

the effective date of such layoff. If it is determined that layoffs are necessary, Telecommunicators covered by this Agreement will be laid off in accordance with their seniority (the least senior being the first to be laid off) provided sufficient Telecommunicators remain that are qualified to perform the work without further training. The Village shall provide the Union with the names of all bargaining unit employees to be laid off prior to the first layoff.

Section 11.2 Recall and Notice of Recall

Employees who are laid off pursuant to the above paragraph shall be placed on a recall list for eighteen (18) months following the date of layoff. If there is a recall in the job classification from which the employee was laid off, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled. The employee may be subject to physical and psychological examinations, as well as an updated background check in order to determine if the employee is presently qualified. It is understood and agreed that after an eighteen month layoff period, the employee is no longer subject to recall.

It shall be the responsibility of an employee on the recall list to provide the Village with an address to which a recall notice can be sent. Any employee who declines a recall or fails to respond within seven days after the certified mailing date of the recall notice shall forfeit further recall rights.

Section 11.3 Effects of Layoff

During the term of this Agreement, if the Village exercises its discretion to layoff a employee, then the employee shall be afforded an opportunity to maintain the health insurance offered by the Village by paying, in advance, the full applicable monthly premium for individual or family insurance coverage. If an employee opts to maintain medical insurance under this Section, then such employee shall be permitted to continue the insurance coverage pursuant to COBRA. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

ARTICLE 12 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 13 DUES DEDUCTION

Section 13.1 Dues Deduction

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

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 (Appendix C). 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 13.2 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 (Appendix D).

Section 13.3 Withdrawal from Union

A Union member desiring to revoke his / her Union membership may do so upon 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 13.2 of this Article.

Section 13.4 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 13.

ARTICLE 14 WORK SCHEDULE

Section 14.1 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 in its discretion.

Section 14.2 Normal Work Schedule – Current Normal Work Schedule

The normal work period for bargaining unit members for scheduling purposes is twenty-eight (28) days in duration. Work periods begin on Saturday at 11 p.m. and end on Saturday, twenty-eight (28) days later, at 10:59 p.m.

The current normal work schedule for employees is the schedule that was in effect prior to the execution of this Agreement, which is commonly referred to as a 6-2/6-3 schedule, in which the hours and days worked per week vary, but employees on average are scheduled to work 2080 hours in a calendar year. The schedule for each work period shall be established at least twenty-eight (28) calendar days prior to the beginning of that work period. It is understood and agreed that individual employee assignments or work hours may be changed by the Department as necessary with reasonable notice under the circumstances to the employee.

Section 14.3 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.

It is generally understood that Telecommunicators will use the designated break room for eating meals during breaks and lunch. If due to heavy or increased workload a Telecommunicator working alone is unable to leave the Dispatch center, a Telecommunicator will be permitted to eat lunch at a separate area away from the live 9-1-1 work station within the Dispatch center, as designated by the Village. It is understood that the designated area will be kept clean and in a sanitary condition at all times.

Section 14.4 Ready to Work

Employees shall report to work dressed and prepared to start work at the designated starting time (the beginning of the employee's shift).

Section 14.5 Changes in Date and Time

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; except that Telecommunicators working an additional hour shall be compensated at the applicable hourly rate of pay or equal compensatory time at the Telecommunicator's discretion and Telecommunicators working a diminished hour shall have the option of remaining at work an additional hour or cashing in one (1) hour of compensatory time to offset the loss in pay for the hour.

Section 14.6 Overtime Pay

For so long as the Village operates the current 6-2/6-3 schedule, the Village is deemed to have elected the overtime exemption permitted pursuant to Section 207(b) of the Fair Labor Standards Act (29 U.S.C. § 207(b)) and to have established a "Section 7(b)" plan (also known as a "1040/2080" plan) as set forth in the attached Side Letter of Agreement. Employees shall receive overtime at a rate of 1.5 times the employees' regular hourly rate of pay for all hours worked beyond the number of hours an employee was scheduled to and actually did work in the Village's seven (7) day FLSA work cycle (Saturday through Friday) as described in the Side Letter of Agreement. Compensatory time, paid lunches, vacation leave, floating holidays, paid sick leave, paid holidays (as defined in Section 15.4; no pyramiding holiday pay with paid hours worked or other paid time off taken on the holiday) and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, other paid or unpaid excused absences from work, administrative leave, workers' compensation leave, or absence due to disciplinary reasons shall not be considered as hours worked for the purpose of calculating such overtime payments.

Section 14.7 Travel for Training

When an employee is required by the Village to attend a conference, seminar, technical meeting and /or training program, then the employee shall be paid by the Village his or her applicable hourly rate of pay for:

- A) Actual time spent at such meetings;

- B) Travel time for training or courses outside the Chicago Metropolitan Area (Seven County Region – Cook, Du Page, Lake (Illinois), Mc Henry, Kane, Will and Lake (Indiana)):
- 1) As a driver
 - 2) As a passenger if the trip is all in one day
 - 3) As a passenger if trip is overnight for travel during normal work hours;
- C) For training or courses within the Chicago Metropolitan Area, travel time between the Police Department and the training or courses, to the extent, if any, the employee is required to report to the Department before and /or after attending the training or courses.

Any other time spent outside the classroom, such as study time, group discussions, etc. is solely at the employee's personal discretion and will not be considered hours worked unless approved in advance in writing.

When an employee is required to use his/her own automobile, the employee will be reimbursed at the IRS mileage rate for any miles beyond those of the employee's round trip commute from home to the Village. Employees may be reimbursed for meals and necessary overnight stays to the extent permitted by the Village's reimbursement policy applicable to unrepresented employees, as that may change from time to time.

This Section does not apply to courses which an employee elects to take under the Tuition Reimbursement Section of this Agreement.

Section 14.8 Bidding of Shifts

Bidding of shifts will take place on an annual basis no later than November 1 of each year. Shift assignments will run from January to December each year. In making shift assignments, the Department will give due consideration to employee seniority, however, the Department shall have final discretion in making assignments, which shall not be done in an arbitrary and capricious manner. In the event an employee's seniority does not control an assignment, upon request of the Union the Chief will meet to discuss the reasons for the assignment.

When a new Telecommunicator has completed their training period and has been approved by the Department for shift assignment, any existing vacant positions will first be offered to current full-time telecommunicators for bid in accordance with the process set forth above before the new telecommunicator is assigned a shift. Any Telecommunicator changing shift assignments due to this occurrence will not be guaranteed their holiday or vacation time off previously scheduled however every effort (short of causing overtime) shall be made to honor the Telecommunicator's previously scheduled holiday or vacation time off.

If a change in schedule occurs at no fault to the Telecommunicator all scheduled holiday and vacation time shall be honored by the employer.

Notwithstanding the foregoing, the Village shall have the right to transfer employees who have been assigned to a shift under this Section in order to meet the operational needs of the Department at any time.

Section 14.9 Temporary Shift Trading

Temporary shift trading is permitted as long as no overtime is incurred and is subject to the approval of the Police Chief or his or her designee.

Section 14.10 No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 14.11 Compensatory Time

In situations where the Village determines it to be in the best interests of the Village and mutually agreed to by the Village and the affected employee, the Village shall grant compensatory time off to employees in lieu of overtime payment at the applicable rate. No employee shall be permitted to accrue more than a maximum of eighty (80) hours of compensatory time off (which is equal to 53.33 hours worked at time and one half) at any given time.

Overtime approved to be taken as compensatory time must be so indicated by the employee on his daily time sheet or else it will be paid as overtime. Requests to schedule compensatory time must be made at least seven days in advance (absent an emergency), and are required to be made in writing and shall be granted in such time blocks as are mutually agreed upon between the employee and the Village. The Village will consider requests made less than seven days in advance, although employees submitting such requests must understand that given the short notice it is far less likely their request will be granted. At the option of the Village, compensatory time shall be cashed out no more than once each fiscal year per employee with ninety (90) days' notice to the affected employee(s).

Section 14.12 Required Overtime – Call Out

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. In the event the Village desires to amend the current Call Out Policy in regards to Dispatchers (Policy 219), the Village will notify the Union and discuss.

Section 14.13 Required Training and Meetings on Off Duty Time

The Police Chief or his or her designee may require Telecommunicators to attend training and / or other work related meetings. Telecommunicators required to attend training, on off-duty time, will be compensated for a minimum of one (1) hour at the applicable hourly rate, or the actual time worked, whichever is greater.

ARTICLE 15 HOLIDAYS

Section 15.1 Holidays with Pay

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

The following are paid holidays for eligible Telecommunicators:

New Year's Day	January 1
President's Day	Third Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in Nov.
Christmas Day	December 25

4-B.20

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

Section 15.2 Administrative 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. Regular full time employees are eligible for pay on an Administrative Holiday at their regular hourly rate of pay according to the number of hours scheduled in a regular work day, not to exceed eight (8) hours. For partial day Administrative Holidays, compensation shall not exceed what is given to non-union employees. It is understood that employees shall not receive any holiday premium pay for working or not working on these additional holidays.

Section 15.3 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 15.4 Holiday Pay

Shift personnel who meet the eligibility requirements of this Section will be compensated in one of the following manners:

- A. If the employee works his complete scheduled 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, yet the employee works part or all of a full shift on a holiday, compensation shall be paid for the actual hours worked plus an additional eight (8) hours at straight time pay in lieu of a day off.
- C. If a holiday falls on an employee's regularly-scheduled day off, and the employee does not work that day, 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 with the following exception: where an employee's regularly scheduled shift falls on the holiday but the employee takes the holiday off, meaning the only compensation received for that day off is for the hours the employee was otherwise scheduled to work.

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 work the majority of their hours for that normal work day or overtime period for the purpose of determining when holiday pay is applicable.

Section 15.5 – 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 (8) hour paid floating holidays (for a total of 16 hours per fiscal year). The two floating holidays will be credited to all regular full-time employees on May 1, or date of hire for new employees hired between May 1 and October 31 during their first year of employment. All new employees hired between November 1 and April 30 are not eligible for a Floating Holiday until the following fiscal year (May 1).

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. Floating holidays must be used by the employee in the fiscal year in which it was earned.

ARTICLE 16 LEAVES OF ABSENCE

Section 16.1 Leaves of Absence Without Pay

The Village may, in its discretion, grant a Telecommunicator a Leave of Absence without pay for a period not to exceed six (6) months. Telecommunicators on unpaid leave in excess of thirty (30) days shall be responsible for the full cost of insurance premiums during the term of the leave and shall neither earn nor accrue any benefits while on such leave. It shall be the employee's responsibility to contact the Finance Department and arrange for any continuation of benefits only to the extent required by state and federal law which the employee may desire to receive while on a Leave of Absence Without Pay.

No Leave of Absence Without Pay shall be granted except upon written request of the employee and upon completion of a Request for Leave form, available from the Finance Department. All requests are subject to the approval of the Police Chief and Village Manager or his designee.

Unless otherwise agreed to by the Village in its discretion, benefits shall not accrue, seniority shall not be earned, nor shall salary adjustments take place during any unpaid leave of absence in this Article or otherwise in excess of thirty (30) days, unless required by Federal Law.

Upon expiration of a regularly-approved Leave of Absence Without Pay, the employee will be reinstated to the position held at the time leave was granted, unless the employee would have been laid off had he continued to be employed and would still be on layoff at the time he seeks reinstatement. In such an event, the employee will be placed on the recall list in the order he would have been in had he not been on leave.

A leave of absence under any provision of this Article or the Sick Leave Article will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self-employment) without prior approval from the Village while on any leave of absence provided in this Article or the Sick Leave Article may be immediately terminated by the Village. This section shall not apply to vacation, floating holidays, paid holiday time off, or compensatory time off.

Section 16.2 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 three (3) regular work days each fiscal year if said death or place of funeral occurs within 250 miles of La Grange, IL, or
- B. Up to five (5) regular work days 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. Family is also defined to include equivalent current step family members.

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 or his/her designee.

Section 16.3 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 16.7. Sick Leave may not be converted into any other form of compensation, except as provided for in Subsection 16.10.

- A.. Abuse of Sick Leave — The Police Chief shall have the 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 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:

1. Where an employee is engaged in other employment; or
 2. Where an employee is engaged in activity, or being present in a place inconsistent with a claim of illness or disability.
- B. Becoming Ill During the Work Day — In the event that an employee becomes ill during the work day, the Village may send the worker home for his own well-being and the well-being of fellow workers. 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.
- C. Use by Probationary Employees — A probationary employee may use accrued Sick Leave upon the completion of ninety (90) days of employment.
- D. 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 Department and prior supervisory approval.

Section 16.4 Accumulation of Sick Leave

All regular full-time employees shall accumulate Sick Leave at the rate of eight (8) hours for each full month of employment. Sick Leave may be accumulated to a maximum of seventeen hundred and twenty eight hours (two hundred sixteen eight (8)-hour work days). In addition, employees may accumulate Sick Leave while using Sick Leave for illnesses or disabilities lasting less than two-hundred-sixteen (216) calendar days.

Employees who begin work on or before the fifteenth (15th) 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 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. However, there shall be no such limitation on the accumulation of Sick Leave due to work-related injuries or illnesses compensable under Workers' Compensation.

Sick leave shall be used in two (2) hour increments.

Section 16.5 Reporting

Notice of absence due to illness or disability shall be given by the Telecommunicator to the Dispatch Center who in turn shall notify the on-duty Watch Commander or appropriate Shift Supervisor as far in advance of starting time for the scheduled work period as is reasonably possible, but generally no later than two hours prior to the Telecommunicator's scheduled start of work. Extenuating circumstances or emergency situations may preclude the two (2) hour notification. On any day an employee is sick, the Shift Supervisor has the right to contact the employee to verify the need for sick leave. During any period of illness or disability, a Telecommunicator shall notify the employer as illustrated above on a daily basis, unless the employee is directed otherwise by the Police Chief or designee, notifying the Dispatch Center of their condition. Failure to report on a daily basis or as otherwise directed by the Police Chief or designee may result in loss of pay and discipline, up to and including discharge

An employee shall not engage in any other employment during the time he is granted the use of accrued Sick Leave, nor engage in activities which would be a violation of the Abuse of Sick Leave Section 16.3.

Section 16.6 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.

Section 16.7 Use of Sick Leave for Care of Immediate Family

Employees 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, parents-in-law, grandparents or grandchildren. 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 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 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 five (5) work days each fiscal year.

Section 16.8 Insufficient Sick Leave

If a Telecommunicator's illness or disability exceeds the amount of accrued Sick Leave, the Telecommunicator 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.

Section 16.9 Payment for Unused Sick Leave upon Retirement

The pay out of authorized accrued sick leave at the time of retirement will be provided at the same level afforded to non-union employees.

Section 16.10 Family Medical Leave Act

The parties agree to the terms set forth in the Family Medical Leave Act policy as stated in the Village's Personnel Policy Manual as it may be changed from time to time. The Employer agrees to comply with the Family Medical Leave Act of 1993, as amended ("FMLA") and the rules and regulations issued in conjunction therewith.

Section 16.11 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 provided by law.

Section 16.12 Military Leave

Telecommunicators who enter the Armed Services of the United States or who are members of the National Guard or any of the reserve components of the Armed Services of the United States shall be entitled to all the rights and privileges conferred by any applicable State or Federal law, Act, Executive Orders or regulations.

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 16.13 Jury Duty

Telecommunicators 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, Telecommunicators shall have their hours of work adjusted so the Jury Duty will occur while scheduled on duty.

Telecommunicators 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. Telecommunicators may retain payment for mileage, parking and other out-of-pocket expenses reimbursed through the court system. Telecommunicators are entitled to retain Jury Duty pay when such duty is served on a regularly-scheduled day off.

Section 16.14 School Visitation Leave

The Village shall provide School Visitation Leave pursuant to the Village's Personnel Manual and applicable Illinois Law as it may from time to time be amended.

ARTICLE 17 PAID VACATION

Section 17.1 Vacation Allowance and Eligibility

Except as provided for in Section 16.1, regular full-time employees who are eligible shall accumulate vacation leave in the following manner:

- A. Starting at the commencement of employment through the completion of the fifth (5th) year of employment, employees shall accrue Vacation Leave at a rate of .83 days per months (10 8-hour days per year).

Employees who begin work on or before the fifteen (15th) day of each month shall earn Vacation Leave for the entire month. Employees who begin work after the fifteenth day of each month will not accrue vacation time for that month.
- B. Starting at the commencement of the sixth (6th) year through the completion of the twelfth (12th) year of employment, employees shall accumulate Vacation Leave at a rate of 1.25 days per month (15 8-hour days per year).
- C. Starting at the commencement of the thirteenth (13th) year through the completion of the nineteenth (19th) year of employment, employees shall earn Vacation Leave at a rate of 1.66 days per month (20 8-hour days per year).
- D. Starting at the commencement of the twentieth (20th) year of employment and thereafter, employees shall earn Vacation Leave at a rate of 2.08 days per month (25 8-hour days per year).

Section 17.2 Probationary Period for New Employees

Probationary employees begin accruing Vacation Leave upon their first day of employment, although they cannot take it until the completion of their probationary period. Exceptions to this restriction will be considered on a case by case basis based on a recommendation from the Department Head, with final approval by the Village Manager or his designee.

Section 17.3 Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 17.4 Use of Vacation Leave

An employee's use of his accrued vacation leave shall be subject to the needs of the Village, planned Departmental activities, and approval by the Police Chief or his /her designee.

- A. Holidays which occur during an employee's Vacation shall be charged as holidays and not against the employee's accrued Vacation Leave balance.
- B. Any illness or injury which occurs during an employee's Vacation Leave will remain as time off chargeable to Vacation Leave and not an event chargeable to accrued Sick Leave. The Village Manager or his designee may, under special circumstances, such as an injury or illness sustained during an extended vacation (more than ten [10] days), allow the remaining time off to be chargeable to accrued sick leave.
- C. Vacation leave must be taken in increments of not less than four (4) hours, and cannot split an employee's work day.
- D. All regular full-time employees may accumulate Vacation Leave up to a maximum of two hundred hours (twenty-five (25) eight (8) hour days), as of April 30 in any given fiscal year.
- E. Vacation shall be scheduled on a first come first served basis, however, should more than one employee request the same time off without the Department already having approved of one of those requests, seniority shall prevail.

Section 17.5 Approval of Scheduling

Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate what days employees will be permitted to take vacation, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief, although the Village shall not unreasonably cancel vacations or unreasonably limit days for which employees may schedule vacation.

Section 17.6 Termination

An employee who resigns, with or without notice, or is discharged, will receive all accumulated Vacation Leave, up to the maximum accrual amounts specified in Section 17.4 (D) above, upon separation of employment with the Village. Employees will not be allowed to remain on the Village's payroll until such leave time has been exhausted. Any accumulated Vacation Leave will be paid out in a lump sum the pay period following the employee's last day of work.

SECTION 18 GROUP HEALTH INSURANCE PROGRAM

Section 18.1 Contribution Towards Premiums

The Village of La Grange will offer a group health insurance program to all Telecommunicators covered by this Agreement at a level commensurate to that which is afforded non-contract employees. The Village reserves the right to change plan deductibles, co-payments and make other plan changes to employees covered by this Agreement so long as such changes are no greater than those charged non-contract employees.

Section 18.2 Right to Change Carriers

The Village reserves the right to select and change insurance carriers for a Telecommunicators 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.

Section 18.3 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 there under 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.

Section 18.4 Employee Health Insurance Committee

A member of the bargaining unit shall be designated by bargaining unit members and 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.

If an insurance committee meeting is held during an employee's normal work hours, then the employee will only be permitted to attend the meeting provided his absence from work will not result in overtime.

Section 18.5 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.

ARTICLE 19 TUITION & TRAINING

Section 19.1 Tuition Reimbursement

During the term of this Agreement, the Employer will continue to provide a tuition reimbursement program to eligible bargaining unit employees. The tuition reimbursement program shall be the same as the program offered by the Village to other non-represented, non-professional employees, as the same may be changed from time to time by the Village. To be eligible for any benefits under the program, an employee's participation must be approved in advance by the Police Chief or his designee

ARTICLE 20 WAGES

Section 20.1 Wages

Employees shall continue in the Village's current pay system through April 30, 2013 inclusive of cost of living allowances and merit raises. Beginning May 1, 2013, employees shall be moved to the step system schedule

attached as Appendix "A", with employees being slotted into the first step on the system which is no less than their rate of pay as of April 30, 2013.

Effective May 1, 2013, the step system schedule shall be adjusted by 1%. Effective May 1, 2014, the step system schedule shall be adjusted by 1 ½%. Effective May 1, 2015, the step system schedule shall be adjusted by 1 ½%. Effective May 1, 2016, the step system schedule shall be adjusted by 2%.

Section 20.2 Placement on Step System

New hires normally shall begin work at the starting rate for their job classification. However, the Village reserves the discretion to place a new outside hire at a higher step should it so choose provided the new hire has dispatch experience equal to or greater than would be required for such a step and is not placed at a step any higher than the lowest paid employee in that classification and no higher than step 2. Moreover, if the Village decides to promote a part-time telecommunicator to a full-time telecommunicator, such employee will be placed into the step system no higher than step 2.

Section 20.3 Movement through Step System

Beginning May 1, 2013, employees shall become eligible for step movement along the step system schedule on their anniversary date of employment in their classification provided they have satisfactory performance as defined by the performance rating instrument. The current performance rating instrument defines satisfactory performance by an overall performance rating of at least 30. The performance of all employees shall be evaluated once each year. In the event that the Village changes the performance rating instrument, it will promptly advise the Union and the employees of the minimum satisfactory performance rating for that instrument for purposes of step movement which will not be more than 70% of the maximum achievable points. Employees receiving an unsatisfactory performance evaluation shall be informed of the areas in which they need improvement with recommendations as to how they can achieve a satisfactory performance evaluation. Probationary employees also shall receive a six month review. Any employee who has yet to reach the top pay step of the base wage schedule and who receives an unsatisfactory rating shall not receive his next scheduled step increase and shall be delayed in his advancement along the step system by that one year. An employee denied step advancement has the right to grieve (and the Union the right to take that grievance to arbitration) in accordance with the grievance procedure to determine whether the Village acted arbitrarily, capriciously or discriminatorily in denying advancement.

Section 20.4 Training Compensation

A Telecommunicator assigned by the Police Chief or his or her designee to engage in training of other Telecommunicators, shall receive 2 hours of compensatory time for each full eight hour day that they are actively engaged in assigned training. No more than one Telecommunicator will receive such compensation in any eight hour shift. Compensatory time earned for training is subject to the cap on all compensatory time as set forth in Section 14.11. Moreover, such training compensatory time earned after the execution date of this agreement: (i) can only be used when sufficient resources exist to cover the vacancy such that its use will not result in the payment of overtime by the Village to cover the absence; and (ii) that is approved to be taken, may be cancelled (or the employee given the option to use regular accrued compensatory time instead) if another employee seeks to take regular compensatory time off during the same time.

ARTICLE 21 MISCELLANEOUS BENEFITS

Section 21.1 Required Dress Code

Employees will dress in a business casual style which is defined as clothing that is less formal than traditional business wear, but is still intended to give a professional and businesslike impression. The Village will solely determine whether the standard of attire has been met.

Official polo type shirts, sweaters and sweatshirts as designated to be worn by the Department will be provided at no cost to the employee and replaced when it is determined by the employer to be unserviceable as a result of routine wear and tear. Employees will have and maintain three polo type shirts and one sweater or sweatshirt in good condition.

Upon separation from employment, employees will be responsible for the return of logoed apparel and equipment purchased with Village funds or issued directly by the Village in good condition, less normal depreciation and destruction in the course of employment.

Employees shall only wear Village issued logoed apparel while on duty or commuting to and from work.

If the employee chooses to purchase a Class A at their own expense, they must receive permission to wear it in order to represent the Village in an official capacity.

ARTICLE 22 PRISONER DUTIES

Section 22.1 Prisoner Duties

It is understood that Telecommunicators covered under this agreement are required to perform certain duties related to prisoners in custody. No member covered under this agreement shall be required to perform such duties without first having been trained to perform such tasks. Where practicable, in the event the Village has a sworn officer of the same sex of a prisoner needing to be searched, and such officer is on duty and otherwise unassigned and available at the time, said officer will be assigned to perform the prisoner search.

ARTICLE 23 SAFETY

Section 23.1 Safety

Telecommunicators shall be allowed to participate in the Village's Safety Incentive Program as illustrated in the Village's Loss Prevention Program.

ARTICLE 24 DRUG AND ALCOHOL TESTING

Section 24.1 Drug and Alcohol Testing Policy

All employees in the bargaining unit shall be subject to the provisions of the Village's Drug and Alcohol Testing Policy for unrepresented employees as that may change from time to time. In the event the Village

intends to implement random testing, the Village will first notify the Union. If the Union wishes to bargain over the change, the parties shall reopen this section and bargain as to random testing.

ARTICLE 25 GENDER OF WORDS

Section 25.1 Gender of Words

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

ARTICLE 26 OUTSIDE EMPLOYMENT

Section 26.1 Outside Employment

Employees should consider their position with the Village as their primary employment. Employees engaged in outside work or employment are to advise the Village of such employment and how they can be reached in the event the Village needs to reach them. Outside work or employment shall not affect the quality or quantity of the employee's work for the Village, prevent the employee from devoting his primary interest to the accomplishment of his work for the Village, or tend to create a conflict, or the appearance of a conflict, between the private interest of the employee and the employee's official responsibility to the Village. Furthermore, outside employment shall not interfere with the employee's working hours, overtime requirements, or response to emergency call ins. Employees are prohibited from entering into any arrangement which involves the performance of service while on Village time, on paid time off (other than paid vacation, holiday leave, or compensatory time off) or while using Village equipment, facilities, uniforms or supplies. No employee shall receive compensation or any other form of remuneration other than from the Village for the performance of services while on Village time.

If an employee suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any Workers' Compensation benefits, and such medical treatment may not be covered under the Village's group health insurance plan.

ARTICLE 27 PHYSICAL / PSYCHOLOGICAL EXAMINATIONS

Section 27.1 Physical / Psychological Examinations

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following an absence, the Village may require, at its expense that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the Village.

ARTICLE 28 PERSONNEL POLICIES

Section 28.1 Personnel Policies

Employees shall be governed by the Village's personnel policies and rules and regulations as they may from time to time be amended, to the extent they do not conflict with this Agreement.

ARTICLE 29 SAVINGS CLAUSE

Article 29.1 Savings Clause

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30 TERM OF AGREEMENT

Article 30.1 Term of Agreement

This Agreement shall become effective as of the date the Agreement is executed by both parties and shall remain in full force and effect to and including April 30, 2017. After April 30, 2017, and at the end of each yearly period thereafter, this Agreement shall be renewed automatically for a further period of one (1) year unless either party gives written notice of a desire to modify or amend this Agreement at least at least one-hundred twenty (120) days preceding expiration, or prior to the end of any yearly period thereafter, except as set forth in this Agreement.

Section 30.2 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article 4.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject referred to, or covered in this Agreement, including the impact of the Village's exercise of its rights specified herein on wages, hours or terms and conditions of employment.

Section 30.3 Continuing Effect

Notwithstanding any provision or provisions of this Agreement to the contrary, this Agreement and the Union's no strike commitment in Section 6.1, shall remain in full force and effect after the expiration date and until either impasse or a new Agreement is reached.

Section 30.4 Ratification and Amendment

This Agreement shall become effective when ratified by the Union and the Village Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

IN WITNESS WHEREOF, the parties have hereto set their hands, this 26th day of August, 2013.

FOR THE VILLAGE:

FOR THE UNION:

Keith Sturmy

Patricia Lannon

Holly Lannon

Appendix A Wage Schedule

ANNUAL BASE SALARIES FOR
TELECOMMUNICATORS

	Effective on May 1, 2013	Effective on May 1, 2014	Effective on May 1, 2015	Effective on May 1, 2016
Start	43,092	43,738	44,394	45,282
After 1 Year	44,385	45,050	45,726	46,641
After 2 Years	45,716	46,402	47,098	48,040
After 3 Years	47,088	47,794	48,511	49,481
After 4 Years	48,500	49,228	49,966	50,966
After 5 Years	49,955	50,705	51,465	52,495
After 6 Years	51,454	52,226	53,009	54,069
After 7 Years	52,998	53,793	54,600	55,692
After 8 Years	54,588	55,406	56,238	57,362
After 9 Years	56,225	57,069	57,925	59,083
After 10 Years	57,912	58,781	59,662	60,856
After 11 Years	59,649	60,544	61,452	62,681
After 12 Years	61,439	62,360	63,296	64,562



Appendix B Grievance Form

GRIEVANCE (use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts:

Remedy Sought:

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



Appendix C Payroll Deduction Form

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, _____
_____, to deduct from my wages the uniform amount of monthly
dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of
negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to
the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize
my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order
of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable
contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as
a miscellaneous deduction.

Appendix D Fair Share Deduction Form

AUTHORIZATION FORM FOR
PAYROLL DEDUCTION OF FAIR SHARE CONTRIBUTION

I hereby request and authorize the Village to deduct from my earnings once each month the Fair Share dues of the Illinois Fraternal Order of Police Labor Council – Telecommunicators and remit same to the Labor Council.

Name and Title

Signature

Address

Date

July 8, 2013

SIDELETTER OF AGREEMENT – WORK SCHEDULE

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

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: WORK SCHEDULE

At the request of the Union, the Village has agreed to utilize a work schedule structured to comply with Section 7(b)(2) of the Fair Labor Standards Act, 29 U.S.C. § 207(b)(2), subject to the Union: (i) obtaining certification from the National Labor Relations Board as a bona fide collective bargaining representative of the employees; and (ii) (through its execution of this Side Letter of Agreement) warranting that the 6-2/6-3 scheduling language adopted by the parties in this Agreement fully complies with Section 7(b)(2).

For so long as the Village operates the current 6-2/6-3 schedule, the Village is deemed to have elected the overtime exemption permitted pursuant to Section 207(b) of the Fair Labor Standards Act (29 U.S.C. § 207(b)) and to have established a "Section 7(b)" plan (also known as a "1040/2080" plan) whereby employees will be guaranteed not less than 2080 hours of work in a calendar year under the 6-2/6-3 schedule, and shall not be permitted to work more than 2,240 hours in any calendar year. Overtime compensation will then be calculated and paid in the manner established pursuant to Section 207(b). The parties have further agreed, however, to pay employees overtime at a rate of 1.5 times the employees' regular hourly rate of pay for all hours worked beyond the number of hours an employee was scheduled to and actually did work in the Village's seven (7) day FLSA work cycle (Saturday through Friday) with the understanding, however, that this additional overtime paid shall be credited towards any hours worked over 2,080 in a calendar year. Compensatory time, paid lunches, vacation leave, floating holidays, paid sick leave, paid holidays (as defined in Section 15.4; no pyramiding holiday pay with paid hours worked or other paid time off taken on the holiday), and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, other paid or unpaid excused absences from work, administrative leave, workers' compensation leave, or absence due to disciplinary reasons shall not be considered as hours worked for the purpose of calculating such overtime payments. In short, as long as no more than 2,080 hours are paid at straight time rates, it need not matter whether overtime is paid on hours worked before or after the first 2,080 hours are worked.

EXAMPLE: Employee is scheduled to work a 48 hour schedule, but works 50 hours for the 7 day FLSA work cycle. Employee would receive 2 hours of overtime for that 7 day cycle.

Employee is scheduled to work a 32 hour schedule, but works 42 hours for the 7 day FLSA work cycle. Employee would receive 10 hours of overtime for that 7 day cycle.

Employee is scheduled to work a 40 hour schedule but works 42 hours for the 7 day FLSA work cycle. Employee would receive 2 hours of overtime for that 7 day cycle.

The Village agrees that, notwithstanding its right to change the schedule under the Agreement, barring any legal challenge to the schedule, the Village shall maintain the 6-2/6-3 schedule for at least one year after the above conditions have been met. Nonetheless, the Village reserves the right to change the schedule at any time should there ever be any legal challenge (threatened or the actual filing of a suit) to its use of the 6-2/6-3 schedule. Outside of a change due to a legal challenge, in the event the Village decides to permanently move from the current normal work schedule to another scheduling system, the Village will provide the Union with at least six (6) months advanced notice of the date the proposed change is to take effect (January 1). The Village will then, if requested, convene and confer regarding such change with the Union with the goal of having the changes finalized by November 1 for implementation on or about January 1 or earlier.

If the Village does move to another scheduling system, under any other schedule, employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked beyond forty (40) which may occur in the Village's seven (7) day FLSA work cycle (Saturday through Friday) to the extent required by the Federal Fair Labor Standards Act. Compensatory time, paid lunches, vacation leave, paid sick leave, paid holidays (as defined in Section 15.4; no pyramiding holiday pay with paid hours worked or other paid time off taken on the holiday), and funeral leave shall be considered as hours worked for the purpose of calculating overtime. All other leaves including, but not limited to, other paid or unpaid excused absences from work, administrative leave, worker's compensation leave, or absence due to disciplinary reasons; shall not be considered as hours worked for the purpose of calculating such overtime payments.

SIGNED FOR THE VILLAGE

Robert Pilipiszyn
Village Manager

Date

SIGNED FOR THE UNION



Keith Turney
FOP



Date July 8, 2013

July 8, 2013

SIDELETTER OF AGREEMENT – RETROACTIVE WAGES

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

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: RETROACTIVE WAGES

The Village and the Union have agreed that the wage increases in the FY 2011-12, FY 2012-13 and FY 2013-14 collective bargaining agreement shall be fully retroactive on all wages earned from the dates of the scheduled increases for both current employees and those who separated after the effective date of the increase(s).

SIGNED FOR THE VILLAGE

Robert Pilipiszyn
Village Manager

Date

SIGNED FOR THE UNION



Keith Turney
FOP



Date July 8, 2013

July 8, 2013

SIDELETTER OF AGREEMENT - GRANDFATHERED MIDNIGHT SHIFT COMPENSATION

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

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: GRANDFATHERED MIDNIGHT SHIFT COMPENSATION

The current regular night-shift Telecommunicator, Kathy Lockwood, will continue to receive eight (8) hours of compensatory time credited to her accrual bank on a monthly basis for as long as she retains that shift, subject to the cap on all compensatory time as set forth in Section 14.11. Moreover, compensatory time earned by her for the Midnight Shift after the execution date of this agreement: (i) can only be used when sufficient resources exist to cover the vacancy such that its use will not result in the payment of overtime by the Village to cover the absence; and (ii) that if approved to be taken, may be cancelled (or the employee given the option to use regular accrued compensatory time instead) if another employee seeks to take regular compensatory time off during the same time.

All other telecommunicators assigned to the Midnight Shift or midnight hours will not receive this benefit.

SIGNED FOR THE VILLAGE

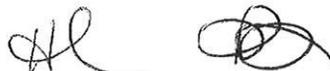
Robert Pilipiszyn
Village Manager

Date

SIGNED FOR THE UNION

Keith Turney
FOP

Date



July 8, 2013

July 8, 2013

SIDELETTER OF AGREEMENT – LAY OFFS

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

Mr. Keith Turney
Illinois Fraternal Order of Police
5600 S. Wolf Road
Western Springs, Illinois 60558

RE: LAY OFFS

During the negotiations leading to the layoff language, the Union expressed concern that the Village might take action to have Telecommunicator certifications such as LEADS expire so that it could lay off Telecommunicators out of seniority order. The parties agree that, in the event that an employee has lost a certification solely due to the fault of the Village, that such employee shall be assumed to be certified for the purposes of the layoff provision. The parties recognize that it is not the Village's responsibility to insure employees maintain their certifications, and that a loss of certification caused in whole or in part by said employee's action or inaction could subject such employee to being laid off out of seniority order in the event of a layoff.

SIGNED FOR THE VILLAGE

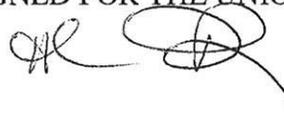
Robert Pilipiszyn
Village Manager

Date

SIGNED FOR THE UNION

Keith Turney
FOP

Date



July 8/2013

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: August 26, 2013

RE: **AWARD OF CONTRACT – (1) CONSTRUCTION OF
HILLGROVE AVENUE SIDEWALK IMPROVEMENT PROJECT;
(2) CONSTRUCTION ENGINEERING SERVICES AGREEMENT**

In August 2012 a survey of sidewalks on the north side of Hillgrove Avenue was completed as part of a compliance agreement with the Illinois Attorney General. This survey was required by the Attorney General in order to identify locations on the north side of Hillgrove Avenue that do not meet current ADA standards. The north sidewalk assessment extended from Gilbert Avenue to La Grange Road. The settlement agreement with the Attorney General provides that the sidewalk improvements be completed by May 31, 2014.

The recommended repairs identified in the survey include:

1. The removal and replacement of 3,700 square feet of sidewalk.
2. The addition of ADA compliant truncated domes at each sidewalk ramp location.
3. The addition of crosswalk lines, in the east-west direction, at cross street locations with Hillgrove Avenue.
4. Removal of sidewalk ramps that extended into Hillgrove Avenue that do not have a corresponding sidewalk on the south side.

The FY2013-14 Capital Improvement budget provides \$80,000 to perform repairs to the sidewalks on Hillgrove Avenue that were identified by the Illinois Attorney General.

On June 26, 2013 the Village advertised that bids would be received for the Hillgrove Avenue Sidewalk Improvement Project. A total of 9 firms picked up the bid documents. The bid opening was held on July 10, 2013 at 10:00 am with the following results:

Rank	Contractor	Base Bid Amount
1	Davis Concrete Construction	62,670.00
2	Addison Concrete	67,925.00
3	A Lamp Concrete Contractors	69,725.00
4	Brothers Asphalt Paving	77,465.00
5	Copenhaver Construction, Inc.	78,260.00

Construction Contract Award
Hillgrove Avenue Sidewalk Improvements
Board Report – August 26, 2013 – Page 2

6	Globe Construction	98,837.10
	Engineer's Estimate	77,500.00

In the attached analysis from Baxter & Woodman, they find the low bidder, Davis Concrete Construction 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 \$62,670. We concur with Baxter & Woodman's assessment and recommend awarding the contract to Davis Concrete Construction.

If the construction project is approved, a task order with Baxter & Woodman will be executed for construction management services in accordance with their task order contract. Baxter & Woodman will complete all construction inspection, documentation, preparation of contractor payments, and submission of as-built drawings.

The project budget for the Hillgrove Avenue Sidewalk Improvements Project is as follows:

Hillgrove Avenue Sidewalk Improvement Project	Budget
Expenses	
Engineering	
Construction Engineering	9,010
Construction	
Davis Concrete Construction	62,670
Total	71,680
Funding Sources	
Capital Projects Fund – FY2013-14 Budget	80,000
Total	80,000

The work is scheduled to start in September. The contract documents stipulate that the project be completed within 15 working days from the date the contract is executed.

In summary, we recommend approval of a contract with Davis Concrete Construction in the amount of \$62,670 for the Hillgrove Avenue Sidewalk Improvement 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.



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

July 18, 2013

RECOMMENDATION TO AWARD

Subject: Village of La Grange – Hillgrove Avenue Sidewalk Improvements

Dear Mr. Gillingham:

The following bids were received on Wednesday, July 10, 2013 for the subject project:

<u>Bidder</u>	<u>Bid Total</u>
Davis Concrete Construction	\$62,670.00
Addison Concrete	\$67,925.00
A Lamp Concrete Contractors	\$69,725.00
Brothers Asphalt Paving	\$77,465.00
Copenhaver Construction	\$78,260.00
Globe Construction	\$98,837.10

The work consists of the installation of sidewalk along the north side of Hillgrove Avenue from Gilbert Avenue to La Grange Road. Our pre-bid opinion of probable construction cost for this Project was \$77,500.00.

We analyzed each of the bids and find Davis Concrete Construction to be the lowest, responsible and responsive Bidder.

Following are projects Davis Concrete Construction has successfully completed in the past for our Clients.

Project Name: City of Oak Forest – Metra Sidewalk Improvements

Project Scope: Earthwork and sidewalk installation in various locations throughout the City of Oak Forest within the vicinity of the Metra Station.

Contract Value: Approximately \$748,000

8840 West 192nd Street

Mokena, IL 60448

708.478.2090

Fax 708.478.8710

info@baxterwoodman.com

4-C.2



Mr. Ryan Gillingham
Village of La Grange

July 18, 2013
120281 • Page No. 2

Project Name: City of Country Club Hills – 2012 MFT Improvements

Project Scope: Sidewalk removal and replacement, curb ramp installation, and detectable warning construction in various locations throughout the City of Country Club Hills.

Contract Value: Approximately \$58,000

Based on our familiarity and past working relationships with this Bidder we believe that Davis Concrete Construction is qualified to complete the Project.

Therefore, we recommend the Village award the contract to Davis Concrete Construction in the amount of \$62,670.00.

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

If you have any questions regarding the above, please contact me at 708.478.2090 or via email at ddabros@baxwood.com.

Very truly yours,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

A handwritten signature in black ink, appearing to be "Dennis Dabros". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dennis Dabros, P.E.

Enclosure

I:\Mokena\LAGRV\120281-HillgroveSW\40-Design\Work\Word\Award Recommendation_Village.docx

4-C.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

DATE: August 26, 2013

RE: **AWARD OF CONTRACT – VILLAGE HALL PAINTING –
DORMERS AND SOFFITS**

Village Hall is a historic structure that was built in 1899. From time to time various maintenance work on the building is required such as tuckpointing, roof replacement, painting, etc. to keep the building in a good, working condition. Most recently, the roof was replaced this past spring. Also identified for maintenance is the repainting of the exterior soffits and four roof dormers. The dormers and soffits were last painted approximately 10 years ago and are in need of repainting.

Due to the specialized equipment required and safety requirements to access these areas, funding in the amount of \$25,000 was included in the FY2013-14 budget to hire a contractor to paint these areas.

Staff solicited competitive proposals from several contractors known to be capable and interested in performing this work. Two contractors provided the following quotes:

No.	Name of Company	Total
1	Lookswell Painting, Incorporated	20,750
2	Paint Platoon USA	21,000
3	Allied Painting	No Quote
4	McCahill Painting	No Quote
5	Midwest Painting	No Quote
6	Kwak Brothers	No Quote
Total Budget		25,000

The low bid was submitted by Lookswell Painting, Incorporated in the amount of \$20,750. Lookswell Painting, Inc. painted the dormers and soffits the last time this work was performed approximately 10 years ago and performed satisfactorily. Staff recommends the Board award a contract to Lookswell Painting, Incorporated in the amount of \$20,750 to paint the dormers and soffits at Village Hall based on their proposal, past work at Village Hall, and capability to perform the work.

If approved, the work would be completed within the next thirty days. Lookswell Painting, Incorporated has indicated that they plan to access the areas for painting via the roof and extension ladders, so no special accommodations are anticipated for Village Hall access.

In summary, staff recommends waiving the formal bidding process and approving a contract with Lookswell Painting, Incorporated in the amount of \$20,750 to paint the dormers and soffits at Village Hall.

H:\eelder\ellie\BrdRpt\DPWContractVHPaintingDormers.doc

VILLAGE OF LA GRANGE
Police Department

BOARD REPORT

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

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

DATE: August 26, 2013

RE: **ORDINANCE-DISPOSAL OF SURPLUS PROPERTY – FORFEITED
VEHICLE**

The Police Department routinely becomes the custodian of a wide variety of property that is lost, mislaid, abandoned, forfeited, or of no further evidentiary value. As the Police Department currently has such an item, it would be appropriate at this time to dispose of this item as surplus property.

This property disposal request consists of one (1) vehicle forfeited to the Police Department over the past several months. The vehicle was forfeited to the Police Department due to violation(s) of the Illinois Controlled Substances Act, violation(s) of the Illinois Cannabis Control Act, and/or violation(s) of Driving While Under The Influence Of Drugs/Alcohol. The vehicle has undergone asset forfeiture proceedings through the Cook County State's Attorney's Office and has been ultimately awarded to the Police Department. The statutory appeals time has lapsed on the vehicle and the Police Department holds title to it. The vehicle will be sold through eBay or another auction mechanism as determined by the Police Department.

We recommend that the Village Board authorize the La Grange Police Department to dispose of the item as per the attached ordinance.

VILLAGE OF LA GRANGE

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board Of Trustees of the Village Of La Grange to dispose of said personal property in the manner described in this Ordinance;

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

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

Section 2. Disposal of Surplus Property. The President and Board Of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village Of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

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

PASSED this ____ day of _____ 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2013.

By: _____
Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

4-E.1

EXHIBIT 'A'

VILLAGE OF LA GRANGE
POLICE DEPARTMENT

Disposal Of Forfeited Vehicles
Inventory/Description

<u>Year</u> <u>Place</u>	<u>Make</u>	<u>Model</u>	<u>VIN #</u>	<u>Auction</u>
2003	Honda	Accord	1HGCM55653A042837	eBay

* If one auction is unavailable, the Police Department may choose to sell the vehicles at an alternate auction house.

4-E.2

MINUTES

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

Monday, July 8, 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 Livingston. On roll call, as read by Village Clerk John Burns, the following were present:

PRESENT: Trustees Holder (arrived 7:32 p.m.), Kuchler, Langan, McCarty, Nowak and Palermo

ABSENT: None

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 Livingston requested Clerk Burns lead the Board and audience in the Pledge of Allegiance.

2. PRESIDENT'S REPORT

President Livingston announced that the annual La Grange craft show would be held on Saturday, July 14 and Sunday, July 15. Encouraging residents to visit the La Grange Business Association website for additional information, President Livingston noted that Mr. Steve Jasinski, President of the La Grange Business Association is in attendance.

Providing information on the Green Built Home Tour, President Livingston noted that the Lewandowski residence at 61 N. Edgewood Avenue would be featured in the tour.

President Livingston indicated that Kama Indian Bistro Restaurant is relocating to a new larger facility and seeking an upgrade for their liquor license this evening.

President Livingston announced that both the July 22 and August 12 Village Board meetings are being canceled and the next regularly scheduled Village Board meeting will be Monday, August 26.

In preparation for the Village's 135th Anniversary next year, President Livingston noted his goal to form a La Grange 2020 Task Force. Encouraging Board Members to submit names of interested individuals, President Livingston provided some topic details and hopes to have the panel in place by the next Village Board meeting on August 26.

A. Presentation – Chaddick Municipal Development Award

President Livingston requested Dr. Joseph Schwieterman, Director of the Chaddick Institute come forward and provide information on why the Village was selected to receive this prestigious award.

Dr. Schwieterman explained that municipal practices in La Grange provide an active balance with good development and planning for the community. The selection committee recognized the successful application in the administrative adjustment process to the Village's Zoning Code in order to simplify home improvements and preservation to historic residential properties. Dr. Schwieterman expressed his gratitude to the Community Development staff and presented President Livingston with the Chaddick Municipal Development Award.

On behalf of the Village Board and his predecessors, President Livingston accepted the award and expressed thanks to Community Development Director Patrick Benjamin, Assistant Community Development Director and Planner Angela Mesaros and Village Attorney Mark Burkland for their efforts in achieving this honor for La Grange.

3. PUBLIC COMMENTS REGARDING AGENDA ITEMS

Steve Jasinski, President of the La Grange Business Association thanked the Village Board for their support with the upcoming craft fair. Mr. Jasinski also noted his availability for questions related to parking management in the Central Business District.

John Pappas, 504 S. 7th hopes the Board will look favorably on the liquor license for Kama Indian Bistro restaurant for their new larger facility.

4. OMNIBUS AGENDA AND VOTE

- A. Ordinance (#O-13-19) – Creating an Additional Class A-2 Liquor License, Kama Restaurants LLC d/b/a Kama Indian Bistro, 9 S. La Grange Road

- B. Award of Contract – Leaf Hauling and Disposal
- C. Award of Contract – 2103 Crack Sealing Program
- D. Equipment Replacement – Public Works Department / Replacement of Two 3” Ejector Pumps at Police & Fire Facility
- E. Resolution (#R-13-13) – Resurfacing of Kensington Avenue From Cossitt Avenue to Burlington Avenue / STP Grant Approval
- F. Minutes of the Village of La Grange Board of Trustees Regular Meeting, Monday, June 10, 2013
- G. Consolidated Voucher 130624 – (\$568,229.78)
- H. Consolidated Voucher 130708 – (\$1,234,350.35)

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

Trustee Holder inquired about cost for the ejector pumps. Public Works Director Ryan Gillingham responded that these pumps are not the standard utilized in residential homes. Mr. Gillingham added that the new pumps would replace outdated pumps which are malfunctioning.

Trustee Langan conveyed his favor that Kama Indian Bistro Restaurant is maintaining their presence in the Village.

Approved by roll call vote.

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

5. CURRENT BUSINESS

- A. Resolution (#R-13-14) – Variations – Second Floor Wall Signs and Joint Identification Sign at, 1 North La Grange Road / Mid America Asset Management: Referred to Trustee Nowak

Trustee Nowak explained that at the Village Board meeting on June 10, the Board considered an application for variations to permit second floor signage at the building at 1 North La Grange Road. As previously discussed, Trustee Nowak noted that the Zoning Code does not permit wall signs for second floor users in any zoning district. The Board determined it would be in the best interest to provide staff's research on second floor wall signs to the Plan Commission for their review and

discussion with the Design Review Commission and thus continue the matter. Trustee Nowak indicated a resolution denying the variation application and require the removal of the temporary banners would be the appropriate action.

Trustee Nowak moved to approve the resolution denying the variation application; require the building owner to remove the temporary banners within ten business days; and direct Village staff to undertake a study of second floor business wall signs, seconded by Trustee Langan.

Trustee Kuchler supports the resolution, however has concerns that advertising is being utilized on parked panel trucks. Attorney Burkland responded that location of the parked panel truck would determine if a citation is applicable.

Trustee Nowak inquired about the timeline for the process. Community Development Director Patrick Benjamin noted that scheduling with the Plan Commission and dependent upon their findings may take up to three months.

Trustee Palermo questioned why the resolution did not provide penalties for negligence in the removal of temporary banners. Attorney Burkland responded that it was not necessary to include them in the resolution as they are already stipulated in the existing Village code.

Trustee Langan noted his support of the resolution and expressed his favor for the Plan Commissions review of the matter and looks forward to their recommendation before the Board takes formal action.

Trustee Holder also supports the motion. He is very pleased that the policy matter is being forwarded to the Plan Commission and Design Review Commission for review.

Trustee McCarty is in agreement. However, he expressed caution that the right solution may already exist in the zoning code as currently written.

Trustee Nowak appreciated the discussion but expressed concerns that leaving businesses without any signs may be detrimental. Noting his interest in the balance between resident's interest and business interest, Trustee Nowak encouraged the Board to allow the temporary banners for an extended period. President Livingston inquired what time frame Trustee Nowak was considering. Trustee Nowak indicated that since both commissions would need ample time to review and discuss he believes that the temporary banners be allowed until September or October.

Trustee Palermo suggested painted window signs may be a temporary alternative until a permanent solution is in place.

Trustee McCarty agrees that window signs or a directory sign are alternatives, however does not feel the Village should be obligated to provide relief. Trustee

McCarty feels the responsibility rests with the tenant to review what zoning codes allow prior to signing a lease.

Trustee Nowak feels that an extension of time should be granted on the removal of the temporary banners.

Trustee Langan supports the resolution as written and does not support changes.

President Livingston inquired if more aggressive planning with the commissions is feasible. Mr. Benjamin responded that the process would require about three months.

Approved by roll call vote.

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

President Livingston directed staff to work towards expediting the scheduling of meetings with the Plan Commission and Design Review Commission.

6. MANAGER'S REPORT

A. Parking Management – Central Business District (CBD)

Stating that parking management is a strategic priority for the Village Board, President Livingston explained that this is not a decision item but rather a policy discussion and requested Village Manager Robert Pilipiszyn to elaborate.

Mr. Pilipiszyn noted that since November 2012, the Village has been actively working with the La Grange Business Association on operational enhancements to improve the way that the parking supply is managed in the Central Business District. Operational enhancements implemented thus far have included trail run of free valet service during the holidays for both customers and employees; improved circulation within the parking structure by creating a traffic circle on the top level to facilitate return movements; and extending the hours of parking enforcement on Friday and Saturday evenings to discourage business owners and employees from occupying prime on-street and off-street parking spaces. The Village also evaluated a proposal to change the direction of Calendar Avenue and determined that there would not be a net gain in parking spaces or improved traffic circulation.

In summary, Mr. Pilipiszyn noted staff recommendations would be to continue with extended hours of parking enforcement; explore the expanded usage of the Cossitt School playground; encourage the purchase of employee decal parking; and to consider an assessment on all dining establishments to more equitably fund valet services.

President Livingston opened the floor for discussion.

Trustee McCarty commended staff on their efforts in working with the community to better manage parking. Trustee McCarty is not in favor of parking meters nor is he in favor of changes to the traffic flow on Calendar Avenue.

Trustee Palermo inquired as to the number of Central Business District stickers issued. Finance Director Lou Cipparrone responded approximately 300 per month. Trustee Palermo inquired if there is information on how many employees are not purchasing stickers. Village Manager Robert Pilipiszyn responded due to variables in work schedules and those utilizing public transit it would be difficult to identify. Trustee Palermo asked if we knew which businesses are successful in having their employees utilize the parking structure and is there adequate availability. Mr. Pilipiszyn responded some businesses pay for their employee parking while others do not. Noting that there is adequate availability to purchase parking, Mr. Pilipiszyn identified the various parking lots. Although everyone enjoys convenient parking, Trustee Palermo noted it may be necessary to exploit a mechanism such as meters or parking boxes.

Trustee Holder inquired if it was discussed with businesses to mandate their employees purchase parking. Mr. Pilipiszyn responded it was discussed and found to be unfavorable. Trustee Holder requested additional information related to valet service. Community Development Director Patrick Benjamin noted that during the holidays, valet service was subsidized by the Village and the La Grange Business Association. Trustee Holder feels that businesses should be mandated to purchase parking for their employees; that since valet service is highly desirable there should be a way to subsidize the cost; and utilizing Cossitt School playground would be favorable.

Mr. Steve Jasinski stated that he is scheduled to meet with the principal of Cossitt School and the Parent Teacher Organization and will actively discuss permission to utilize their playground more frequently for parking.

Trustee Langan was in attendance at the La Grange Business Association meeting and commended Police Chief Holub for his educational discussion regarding the issues with parking management. Trustee Langan feels it is important to incent the purchase and use of parking decals; strictly enforce hourly parking; continue to pursue the playground; and seek a revenue source for valet services.

Trustee Kuchler suggested that keeping a log or using a software mapping system might be beneficial in tracking and verification of decal users.

Mr. Steve Jasinski noted frustration with those businesses who refrain to work with the association on equitable parking management.

Trustee Nowak inquired how parking decal funds are utilized. Mr. Cipparrone responded mostly for maintenance. Expressing his agreement with staff recommendations in trying to reach an equitable solution, Trustee Nowak noted his appreciation for this informational discussion.

Trustee Holder inquired if there was enough parking available and Mr. Cipparrone responded affirmatively.

Trustee Palermo desires more information about parking demand for patrons of the La Grange Theater.

Trustee McCarty expressed caution in requiring part-time employees who may only be making minimum wage to pay for decal parking.

President Livingston thanked Mr. Jasinski for his attendance and comments. President Livingston also complimented the Village Board on its excellent discussion.

B. Maple Avenue Relief Sewer (MARS) – Status Update

Village Manager Pilipiszyn requested Public Works Director Ryan Gillingham to provide and update on the Maple Avenue Relief Sewer project.

Mr. Gillingham provided some background on the various stages of the project and how it has helped to alleviate some neighborhood flooding issues. Indicating approximate dollar amounts, Mr. Gillingham noted that the Village continues to pursue grant opportunities as they arise.

Village Manager Pilipiszyn commented on the recent ComEd electrical outages caused by severe storms. Providing information on emergency response procedures, Mr. Pilipiszyn noted scheduled meetings with ComEd to discuss details of their response to the outages and communication and infrastructure maintenance.

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

None

8. EXECUTIVE SESSION

9. TRUSTEE COMMENTS

Trustee Langan expressed thanks to staff and the Village Attorney for working toward the administrative adjustment process and thus achieving the Chaddick Municipal Development Award.

Trustee Kuchler echoed Trustee Langan's congratulations for receiving this prestigious award. Trustee Kuchler noted the frustration for numerous power outages and hopes for improvements.

Trustee Holder added his frustration in the loss of electrical power. Acknowledging staff for the information provided on parking management, Trustee Holder noted a beneficial discussion. Lastly, Trustee Holder congratulated on the La Grange Country Club who will be celebrating their 100 year anniversary at their location.

10. ADJOURNMENT

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

Thomas E. Livingston, Village President

ATTEST:

John Burns, Village Clerk

Approved Date:

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4-F-7

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

July 22, 2013

Consolidated Voucher 130722

Fund No.	Fund Name	07/22/13 Voucher	07/19/13 Payroll	Total
01	General	151,120.34	297,026.94	448,147.28
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	3,298.25		3,298.25
24	ETSB	17,615.25		17,615.25
40	Capital Projects	80,581.24		80,581.24
50	Water	191,190.76	41,162.12	232,352.88
51	Parking	11,390.58	24,311.06	35,701.64
60	Equipment Replacement	18,034.50		18,034.50
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	1,166.77	9,477.31	10,644.08
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>474,397.69</u>	<u>371,977.43</u>	<u>846,375.12</u>

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

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

H-G

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

August 12, 2013

Consolidated Voucher 130812

<u>Fund No.</u>	<u>Fund Name</u>	<u>08/12/13 Voucher</u>	<u>08/02/13 Payroll</u>	<u>Total</u>
01	General	172,929.91	281,762.10	454,692.01
21	Motor Fuel Tax	0.00		0.00
22	Foreign Fire Insurance Tax	3,095.84		3,095.84
24	ETSB	3,417.38		3,417.38
27	Drug Enforcement	650.00		650.00
40	Capital Projects	496,599.82		496,599.82
50	Water	276,006.68	41,098.18	317,104.86
51	Parking	170,049.73	24,547.07	194,596.80
60	Equipment Replacement	330.00		330.00
70	Police Pension	0.00		0.00
75	Firefighters' Pension	0.00		0.00
80	Sewer	3,050.30	10,203.84	13,254.14
90	Debt Service	0.00		0.00
91	SSA 4A Debt Service	0.00		0.00
93	SAA 269	0.00		0.00
94	SAA 270	0.00		0.00
		<u>1,126,129.66</u>	<u>357,611.19</u>	<u>1,483,740.85</u>

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

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

4-4

VILLAGE OF LA GRANGE

Disbursement Approval by Fund

August 26, 2013

Consolidated Voucher 130826

Fund No.	Fund Name	08/26/13 Voucher	08/16/13 Payroll	Total
01	General	84,681.92	310,693.11	395,375.03
21	Motor Fuel Tax			0.00
22	Foreign Fire Insurance Tax	98.25		98.25
24	ETSB	2,512.29		2,512.29
27	Drug Enforcement Fund	650.00		
40	Capital Projects	200,140.12		200,140.12
50	Water	26,071.05	42,813.62	68,884.67
51	Parking	1,398.21	24,669.91	26,068.12
60	Equipment Replacement			0.00
70	Police Pension			0.00
75	Firefighters' Pension			0.00
80	Sewer	1,682.75	10,915.32	12,598.07
90	Debt Service			0.00
91	SSA 4A Debt Service			0.00
93	SAA 269			0.00
94	SAA 270			0.00
		<u>317,234.59</u>	<u>389,091.96</u>	<u>705,676.55</u>

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

Village Manager

Village Clerk

President

Trustee

Trustee

Trustee

Trustee

Trustee

Trustee

4-I

CURRENT BUSINESS

VILLAGE OF LA GRANGE
Community Development Department

BOARD REPORT

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

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

DATE: August 26, 2013

RE: **SPECIAL EVENT -- LA GRANGE BUSINESS ASSOCIATION**
"WEST END ART FESTIVAL" AND "AN EVENING OF ART &
JAZZ"

Attached is a request from Andrea Barnish, Chairman of the La Grange Business Association's West End Art Festival seeking approval to conduct the 18th annual "West End Art Festival". The festival is planned to take place on Saturday, September 14th from 10 am to 5 pm and Sunday September 15th from 10 am to 4 pm. As in the past years, the La Grange Business Association will be working with Erin Melloy of EM Events. Erin Melloy has extensive experience in the art festival business. She is part founder of Naperville's acclaimed Riverwalk Art Festival and currently is the director of shows in Wheaton, Geneva, Northbrook, Batavia, and Riverside.

This event would again be held on Burlington Avenue between Brainard and Spring Avenues, as well as in the park area surrounding Stone Avenue train station. La Grange Business Association is in the process of securing permission from the Burlington Northern Railroad to use the park area. It is anticipated that up to 150 artists and exhibitors, as well as a few food vendors, will be at the event.

This year, in addition to great art, patrons will have the opportunity to enjoy a Culinary Tent featuring the art of food with cooking demonstrations and tastings by local restaurants, Performance Art Day with theatre, music and dance as well as food from La Grange restaurants and art activities for the kids.

The La Grange Business Association would like to host the fourth annual "An Evening of Art and Jazz" event on Friday, September 13th, featuring an artist preview and sale as well as live jazz music from 6 pm to 9:30 pm.

Village staff has reviewed the request and is supportive of the event subject to the following conditions:

1. that all licenses, permits and insurance coverages be obtained to the satisfaction of the Village; and
2. that the Village maintain final approval of site, security, parking and utility plans; and
3. that all adjacent affected businesses be contacted well in advance of the event by the sponsors and proof of contact be provided to Village staff; and
4. that all residents on the first block of South Stone and Waiola Avenues are advised of the event, and the closure of Burlington Avenue; and
5. that the administration of the Lyons Township High School North campus be advised of the event and the closure of Burlington Avenue; and
6. that commuters of the Stone Avenue train station be advised of the event and the closure of Burlington Avenue.

This year, the LGBA would like permission to be able to sell and serve alcohol, (beer and wine) throughout the Festival. With respect to the sale and consumption of alcohol, we recommend that:

1. The LGBA's licensed caterer will sell beer and wine during the hours of the event, Friday, September 13th 6:00 p.m. to 9:30 p.m.; Saturday, September 14th 10:00 a.m. to 5:00 p.m. and Sunday, September 15th 11:00 a.m. to 4:00 p.m.
2. Beer and wine only will be sold;
3. Liquor control will be at the point of purchase and closely monitored thereafter by catering staff and LGBA volunteers; and
4. No open alcohol will be permitted to leave the area.

The Village Liquor Commissioner will separately consider permission for the sale of beer and wine pursuant to the request in the letter dated August 14, 2013 from Andrea Barnish, Chair of the West End Art Festival.

Board Report – Special Event La Grange Business Association

August 26, 2013

Page 3 of 3

If you concur with this request, the Village will need to formally approve: (1) the closure of Burlington Avenue, portions of Stone and Waiola Avenues, and (2) waive restrictions for the outdoor display and sale of goods and services in the C-2 Zoning District.

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

We recommend that the Village Board authorize the La Grange Business Association to utilize Burlington Avenue from Waiola Avenue to Brainard Avenue for "*An Evening of Art and Jazz*" on September 13th and the "West End Art Festival" on September 14th and 15th; that restrictions prohibiting outdoor display and sale of goods and services be waived in conjunction with this event; and that all conditions listed above be satisfied.



August 14, 2013

Village of LaGrange
Mr. Pat Benjamin
53 South LaGrange Rd.
LaGrange, IL 60525

Dear Pat,

The West End Art Festival hosted by the LaGrange Business Association is celebrating its 18th anniversary. We are excited at the opportunity to showcase fine art by artists from across the country. We continue to work Erin Melloy of EM Events, llc. Erin has extensive experience in the art festival business. Currently, she is director of shows in Wheaton, Geneva, Northbrook, Batavia, Riverside and Chicago. The purpose of this letter is to present our proposal to you and the Board of Trustees to seek formal approval for the event.

The festival will be held Saturday, September 14 from 10 am - 5 pm and Sunday, September 15 from 10 am to 4 pm. The location will be on Burlington Ave. between Brainard and Spring. Artists's booth spaces will be set up on Burlington. Artists will supply their own exhibiting materials and will start to set up Friday morning. Artists fees for this year are \$10 to be juried and \$285 booth fee. In addition to great art, patrons will enjoy a Culinary Tent featuring The Art of Food with cooking demonstrations and tastings by local restaurants, Performance Art Day with theatre, music and dance as well as food from LaGrange restaurants and art activities for the kids. Palmer Place will be serving craft beers and wine throughout the weekend.

After a successful second year, we will be hosting the fourth annual "An Evening of Art and Jazz" event on Friday, September 13, featuring an artist preview and sale as well as live jazz music by the Reunion Jazz Orchestra. Beginning at 6 pm, guests will enjoy appetizers and drinks while enjoying music. The evening's events are scheduled to conclude by 9:30 pm. In order to prepare for the evening's events we are requesting street closures to begin at 9 am on Friday.

We are in the process of securing approval from the Burlington Northern to use the park area. We will keep you informed on its progress. Lot 13 will be used for parking if available as well as existing parking in the immediate area.

Our commitment remains the same to provide the community with a juried fine art exhibition and focus attention on the "west end" area. We look forward to receiving permission from the Board to proceed with plans for the West End Art Festival. If you have any questions or concerns please feel free to contact me. Thank you for your cooperation. It is greatly appreciated.

Sincerely,

Andrea Barnish
Chair
West End Art Festival



106 Calendar Avenue, Box LGBA LaGrange, IL 60525 • www.lgba.com

5-A.3

VILLAGE OF LA GRANGE
Administrative Offices

BOARD REPORT

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

FROM: Thomas E. Livingston, Village President

DATE: August 26, 2013

RE: **APPOINTMENTS - LA GRANGE 2020 TASK FORCE**

In 2014, the Village of La Grange will celebrate its 135th anniversary of incorporation. To maintain and enhance the quality of life currently enjoyed by residents, I would like to create a fixed-term advisory panel of people who represent a good cross section of the Village, to be called the La Grange 2020 Task Force. The Task Force members will have the responsibility of thinking about and advising the Village Board on major topics such as economic development, Village finances, infrastructure, public safety resources, parking and beautification.

Panel participants are expected to attend monthly meetings beginning in September 2013 through May 2014, with a report to the Village Board.

In addition to current commission chairs, business people and community leaders, I have selected with your assistance the attached list of residents to participate on the La Grange 2020 Task Force to assist with this initiative. I have spoken with each of these individuals, and each has expressed a desire to serve the Village in this capacity. Therefore, I respectfully submit the following appointments for your consideration.

A summary of professional background and community service for each of the appointees has been delivered under separate cover.

I recommend that these appointments be approved.

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La Grange 2020 Panel Final List
August 20, 2013

Jim Arnold
700 Ninth Ave

Laura Blentlinger
828 S. 6th Ave

John Boehms
429 S. Catherine Ave

David Bucaro
309 S. Brainard Ave.

Julie Bunnell
301 S. Stone Ave.

Michael Cameron
39 Drexel Ave.

Karen Deane
139 Malden

Ken Eastman
66 Bluff Ave.

Clayton Edwards
621 S. Stone Ave.

Diane Gormely-Barnes, Chairperson designate
323 S. Catherine Ave.

Michelle Halm
522 S. 10th Ave.

Elyse Hoffenberg
1030 S. Stone Ave.

Jimmy Janevski
827 S. Ninth Ave.

Bill Johnson
211 S. La Grange Road

Katie Justak
121 S. Spring Ave.

Meg La Faivre
28 N. Madison Ave.

Michael Kotynek
1401 Mason Dr.

Walter Kovalick
305 S. Eighth Ave

Bridget Lacey
336 S. 9th Ave.

Karrie Lange
714 12th Ave

Anthony Lewandowski
61 N. Edgewood Ave.

John C. Lorenzen
51 Malden St.

Ellen MacEntee
434 S. Waiola Ave.

Caitlin Malloy-Marcon
30 S. Kensington Ave.

Scott McPherson
One North Beacon Place, #310

Suzie Mosher
824 S. 6th Ave.

Mark Nelson
825 S. Waiola Ave.

John Pappas
504 S. Seventh Ave.

La Grange 2020 Panel Final List
August 20, 2013 – Page 2

Russ Riberto
644 S. Catherine Ave.

Sherry L. Robinson
140 Washington

.Lisa Sagami
601 S. Catherine Ave.

Jeremy Strayer
318 S. Edgewood Ave.

Ray Swiatek
1112 S. Kensington Ave.

Laura Tussing
101 S. Spring Ave.

David Wilkinson
600 S. Waiola Ave.

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